



Newfoundland and Labrador Association of Public and Private Employees

COLLECTIVE AGREEMENT

BETWEEN

NAIN TRANSITION HOUSE INC.

AND

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

Expires: June 30, 2026

THIS AGREEMENT made this day of Anno Domini Two Thousand and
Twenty-Four.

BETWEEN

NAIN TRANSITION HOUSE INC.

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 Labrador and having its Registered Office in the City of St.
John's aforesaid (hereinafter referred to as the Association)

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:

Table of Contents

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	Preamble	5
2	Management Rights	6
3	Definitions.....	6
4	Recognition	8
5	Association Security	10
6	Check-Off of Association Dues	11
7	Grievance Procedure	12
8	Arbitration.....	14
9	Labour-Management Liaison	16
10	Adverse Weather Conditions	16
11	Probation, Discharge, Suspension and Discipline	16
12	Seniority	18
13	Promotion and Staff Changes	20
14	Hours of Work	22
15	Overtime	24
16	Holidays	25
17	Annual Leave	27
18	Sick Leave.....	30
19	Leave - General	32
20	Payment of Wages and Allowances	37
21	Personal Loss	38
22	Temporary Assignment.....	38
23	Strikes and Lockouts.....	39
24	Layoff or Termination.....	39
25	Pension Plan, Group Insurance and Workers' Compensation	41
26	Working Conditions.....	41
27	Amendment by Mutual Consent	42
28	Classification.....	43
29	Travel on Employer's Business	43
30	Duration of Agreement	44
Schedule A	- Salary Implementation Formula/Salary Scales	45
	- Classifications.....	46
	- Salary Scale.....	47
Schedule B	- Number of Weeks of Pay in Lieu of Notice.....	48
	Memorandum of Understanding – Critical Incidents.....	49
	Memorandum of Understanding – Staffing/Safety Concerns	50
	Memorandum of Understanding – Staff Facilities	51
	Memorandum of Understanding – Public Health Emergency	52
	Signing Page	54

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 Association and to set forth certain terms and conditions of employment.

1.02 In the event that there is a conflict between the context of this Agreement and any regulations or policies made by the Employer, this Agreement shall take precedence over the said regulations or policies.

1.03 Plural Terms May Apply

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

1.04 No Discrimination

The Employer agrees that in accordance with the provisions of the *Newfoundland and Labrador Human Rights Act*, there shall be no discrimination with respect to any matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or otherwise because of race, color, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income, and political opinion or activity in the Union.

1.05 Sexual/Personal Harassment

(a) Both the Employer and the Association consider sexual/personal harassment to be reprehensible and are committed to maintaining an environment in which sexual/personal harassment does not exist.

(b) The Employer and the Association recognize the right of employees to work in an environment free from sexual/personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual/personal harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the sexual/personal harassment ceases.

The victim shall be protected where possible from repercussions which may result from their complaint.

(c) 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

time basis or a series of incidents. It is unsolicited, one-sided and/or coercive. Both males and females may be the victims of sexual harassment. Sexual harassment may involve the promise or granting of favours or advantages in return for submission to sexual advances or alternatively, the threat of reprisal for refusing. Sexual harassment can include the following:

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

(d) Definition of Personal Harassment

For the purpose of this Article, personal harassment 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, gender, marital status, physical or mental disability, political opinion, colour or ethnic, national or social origin or Union status.

"Personal harassment" may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation.

- 1.06 Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to the Employer.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Association recognizes and agrees that all the rights, powers and authority both to operate and manage the Board Operated Residential Service 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 by the parties, the matter shall be determined by the Grievance and Arbitration Procedure.

ARTICLE 3 - DEFINITIONS

- 3.01 (a) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 4.

- (b) "Classification" means the identification of a position by reference to a class title and pay range number.
- (c) "Day" means a 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 categories of employment contained in the bargaining unit.
- (e) "Employer" means a board operated residential service which is party to this Collective Agreement and is to include any person authorized to act on behalf of the Board of Directors of the Residential Service.
- (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 Article 24. Permanent employees who have a reduction of their hours of work shall have access to the layoff provision of Article 24.
- (i) "Month of Service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.
- (j) "Notice" means notice in writing which is hand delivered or delivered by registered or certified mail.
- (k) "Overtime" means work performed by an employee in excess of the scheduled work day or work week.
- (l) "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 of the Board Operated Residential Service concerned.
- (m) "Permanent employee" means a person who has completed their probationary period and is employed without reference to any specific date of termination. A letter of appointment shall be given to the employee within two weeks from the date of hire. This letter shall outline the employee's hours of work.

- (n) "Probationary employee" means a person who has worked less than the prescribed probationary period.
- (o) "Service" means any period of employment, excluding overtime, either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer, including periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year, unless otherwise specified in this Agreement.
- (p) "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.
- (q) "Year" means the calendar year unless otherwise provided.
- (r) "Scheduled" means in writing and posted in accessible places to all employees.
- (s) "Week" means the period from 0001 hours Monday to 2400 hours the following Sunday, inclusive.
- (t) "Vacancy" means any position that the Employer requires to be filled, either permanent, part-time or of a temporary nature for more than thirteen (13) weeks as outlined in Clause 13.03(b).
- (u) OtherTitles
Wherever the Collective Agreement refers to Board of Directors or Executive Director, it shall also mean Director.
- (v) "Travel Status" means when the Employer requires an employee to accompany a resident to out-of-town medical or other resident-related appointments or on out-of-town visits to the resident's family.
- (w) "Standby" means any period of time during which the Employer instructs an employee to be available for recall to work.

ARTICLE 4 - RECOGNITION

- 4.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all classes of employees as listed in the Certification Order issued by the Labour Relations Board, subject to any additions or deletions which the parties have since negotiated.
- 4.02 Any unresolved dispute on future inclusions or exclusions in the bargaining unit will be referred by either party to the Labour Relations Board.

4.03 Work of the Bargaining Unit

- (a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting, emergencies or when regular employees are not available or when employees on layoff are not available for recall and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employee.
- (b) Notwithstanding Clause 4.03 (a), the parties agree that no employee shall suffer a reduction in the hours of work, pay or benefits as a result of work performed by individuals working as:
 - 1) volunteers
 - 2) working on projects funded by charitable organizations except where the charitable organization is the Employer
 - 3) working as on-the-job trainees from a totally publicly funded institution
 - 4) Coordinator(s) in a family model Board Operated Residential Service who live in as parents according to the current practice.
 - 5) Coordinator(s) in a staffing model Board Operated Residential Service may be scheduled for a maximum of sixteen (16) hours per week to be used directly for hands on work in order to be in a position to accurately assess the needs of the residents, judge the effectiveness of specific programs and aid in the development or amendment of these programs.
- (c) Subject to the same provisos as outlined in Article 4.03 (a) and (b), the parties agree that the current practice will continue of residents availing of community support services and services of recognized counsellors, therapists and instructors.

4.04 No Other Agreements

No employees 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.

4.05 Temporary and part-time employees are included in the bargaining unit.

4.06 (a) Shop Stewards

In the interest of maintaining a harmonious relationship between the Nain Transition House Inc., its employees and the Union, both parties to this Agreement recognize the value and rights of the Shop Steward. Employees shall have the right to have a Shop Steward present on all matters relating to Employer/Employee relations.

The Employer acknowledges the right of the Union to appoint or elect one (1) Shop Steward.

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

(b) Names of Stewards

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

4.07 Bulletin Boards

The Board Operated Residential Service shall provide a bulletin board facility or posting book for the use of the Association with the site of the bulletin board, if applicable, to be determined by mutual agreement. In any event, it is agreed that such bulletin board facilities will not be erected in those sections of the Board Operated Residential Service normally frequented by residents. Articles, circular, memos, etc. dealing with Association business will only be posted on the designated bulletin board facility or in the posting book.

4.08 Association Access

- (a) The Employer recognizes the right of employees to have the assistance of a full time representative of the Association on matters arising from this Collective Agreement. Employees involved in such discussions or investigations of grievances shall not absent themselves from the workplace without the permission of the Co-ordinator or where the care or custody of a resident would be jeopardized.
- (b) Association representatives shall have access to the Employer's premises for the purpose of conducting meetings where such meetings do not interfere with the operation of the Board Operated Residential Service or the objective to provide residents with a home- like atmosphere. In any event, the permission of the Employer must be requested in each case.

ARTICLE 5 - ASSOCIATION SECURITY

5.01 Membership Requirement

All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Association according to the Constitution and By- Laws of the Association.

5.02 New Members

- (a) All new employees shall, as a condition of employment, become and remain members in good standing of the Association from the date of hiring.
- (b) The Employer shall provide a paid orientation program to all employees of each Employer which shall include information on the organization's policies, procedures, fire and disaster plans and resident programs which programs shall be limited to the residents of the facility in which the employee is assigned.

5.03 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 Board Operated Residential Service by the Association, the employee will receive a copy.

5.04 Where a Shop Steward is available, the employee will be introduced to them as soon as possible.

5.05 Interviewing Opportunity

A representative of the Association shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Association membership.

5.06 Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that an Association Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Association Security and Dues Check-Off.

ARTICLE 6 - CHECK-OFF OF ASSOCIATION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee coming within the bargaining unit the monthly dues and initiation fees of the Association.

6.02 Deductions

Deductions shall be forwarded to the President of the Association not later than the 15th day of the month. The Employer will forward to the Association with the first

dues deductions cheque following the signing of the Agreement, a list which shows the employee's full name, classification title or number and social insurance number. Each month thereafter, a list showing additions and deletions will be forwarded with the dues deduction cheque.

6.03 T-4 Slips

The Employer agrees that when issuing T-4 slips, the amount of membership dues paid by an employee to the Association during the previous taxation year will be recorded on their T-4 statement.

6.04 Deductions to be Made

The Association shall inform the Employer of the authorized deduction to be made.

6.05 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 Association.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 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 seven (7) calendar days after becoming aware of the alleged violation of the Collective Agreement, 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 seven (7) calendar days following receipt of the grievance, submit the grievance in writing to the Co-ordinator who shall reply to the grievance no later than seven (7) calendar days from the time the grievance was submitted to them.

In the interest of expediency, the grievor, in conjunction with their shop steward, shall submit a without prejudice written summary at the time of submitting the grievance at Step 2.

Step 3

Failing settlement at Step 2, the grievor, through the Shop Steward, may submit the grievance within seven (7) calendar days from the reply at Step 2 to the Chairperson of the Board or their designate. The Chairperson or their

designate shall meet with the Shop Steward and the grievor in an effort to settle the grievance. The Chairperson or their designate shall reply to the grievance no later than ten (10) calendar days from the time the grievance was submitted to them.

Failing settlement at Step 3, either party may refer the dispute to arbitration within twenty (20) calendar days of the Chairperson's or their designate's decision.

7.02 The employee may be represented by a full time representative of the Association at any Step of the Grievance Procedure.

7.03 Time Limits

(a) The time limits specified in this Article may be extended in writing by mutual agreement of the parties.

(b) An Arbitrator may extend the time limits of any Step in the Grievance Procedure notwithstanding the expiration of such time limits where the Arbitrator is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.

7.04 An employee considered by the Association to be wrongfully or unjustly discharged or suspended or subject to disciplinary action shall be entitled to a hearing under Article 7, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in cases of suspension or discharge.

7.05 Retroactive Settlements

The settlement of a grievance without reference to arbitration shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, unless the settlement states otherwise.

7.06 Union May Initiate Grievances

(a) The Union and its representative 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. Such a grievance shall commence at Step 2.

(b) Where the Union has a grievance involving a question of general application or interpretation of the Agreement, or where a group of employees has a grievance, the grievance may in the first instance be submitted at Step 2 of Clause 7.01.

7.07 (a) Witnesses

At any stage of the Grievance Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

(b) Grievance/Arbitration Pay Provision

Representatives of the Association shall not suffer any loss of pay or accumulative benefits for total time spent in Grievance and Arbitration Procedure.

7.08 Suspension or Dismissal Arbitrable

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

7.09 Replies in Writing

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

7.10 Technical Objections to Grievances

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

ARTICLE 8 - ARBITRATION

8.01 Notification of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail and/or email addressed to the other party of the Agreement. The request shall include a list of three suggested names to act as sole Arbitrator in the dispute. Subject to Clause 9:02, the party to whom notice is given shall within ten (10) days of receipt of such notice, agree upon one of the arbitrators and notify the other party of the name of the arbitrator.

8.02 Failure to Agree

If the parties fail to agree on an acceptable Arbitrator, the appropriate person or body designated by the applicable Federal or Provincial legislation, shall appoint an Arbitrator upon the request of either party.

8.03 Arbitrators Powers

An Arbitrator shall may not alter, modify or amend any provision of this Agreement but he/she shall have the power to set aside a decision of the Employer and to modify a disciplinary measure imposed by the Employer or otherwise dispose of a grievance by any arrangement which it deems just and equitable.

8.04 Arbitration

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

8.05 Decision of the Arbitrator

The parties and the employees bound by this Agreement shall comply with these provisions for final settlement of a grievance and they shall comply with the decisions of an Arbitrator appointed in accordance with these provisions and do, or, as the case may be, abstain from doing anything required by that decision.

8.06 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision which he/she shall do within twenty (20) days.

8.07 Expenses of the Arbitrator

The Employer and the Union shall pay one-half (½) of the fees and expenses of the Arbitrator.

8.08 Amending of Time Limits

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

8.09 Witnesses and Grievors

(a) At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee concerned as a witness and any other witness. Employees appearing as witnesses shall be considered on paid leave with no loss of wages or benefits provided that the Arbitration hearing is held in Nain.

- (b) An aggrieved employee who is not on suspension and who has not been dismissed, shall be considered to be on paid leave with no loss in wages or benefits for the time period he/she is required to be in attendance during the grievance process related to the grievance in question, provided that the grievance process is held in Nain.

ARTICLE 9 - LABOUR-MANAGEMENT COMMITTEE

- 9.01 It is agreed that representatives of both the Employer and the Association will meet as the need arises, but in any event no greater than once per month 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.
- 9.02 These meetings shall not supersede the activities of any other Committee of the Association or of the Employer and shall not bind either the Association or its members or the Employer to any decisions or conclusions reached during discussions.

ARTICLE 10 - ADVERSE WEATHER CONDITIONS

- 10.01 When an employee, through no fault of their own, is unable to report for work as a result of a declared state of emergency, the employee shall suffer no loss of regular pay or benefits, nor shall they be required to make up lost time due to the declared state of emergency.

ARTICLE 11 - PROBATION. DISCHARGE. SUSPENSION & DISCIPLINE

- 11:01 (a) Probationary Period
The probationary period shall be three (3) calendar months for all employees. It is agreed that the probationary period for part-time employees shall be equal in working hours to that of a full time employee.
- (b) Discharge Procedure
The Employer has the right to discipline and discharge employees for just cause. However, any employee who is past the probationary period and claims to have been unjustly disciplined, discharged or suspended shall have the right to be heard in accordance with the Grievance Procedure under this Agreement. Any employee who is disciplined, discharged or

suspended shall be provided with written notification within five (5) days of the incident. Such written notification shall state the reason for discipline, discharge or suspension.

- (c) If, upon investigation, the Employer determines that disciplinary action is necessary, such action shall be taken based upon 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.

11:02 Unjust Suspension or Discharge

- (a) Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately re-instated 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 an Arbitrator.
- (b) The Employer shall advise employees, who may be subject to discipline, of the purpose of any meeting and of their right to have a Shop Steward or Union representative attend.

11:03 Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) days of the incident given written particulars of such censure to the employee involved.

11:04 Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning their work within five (5) working days of the Employer's becoming aware of the event of the complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them at any time. The employee's written reply to such notification of dissatisfaction shall become part of their record.

Any reprimand or warning given in writing and becoming part of an employee's personal file shall be removed and destroyed after eighteen (18) months have elapsed. (It is not the intention of this section to require an immediate check of each employee's file and the removal of such correspondence, but as files are checked for various reasons, any such reprimand, warning, etc. will be removed

as agreed to under this Article.)

An employee who has been granted access to their file and comes upon such a document has the right to require the Employer to have it removed.

11:05 Personnel Files

- (a) There shall be one (1) official personal file which shall contain all adverse reports and records of disciplinary action and this file shall be maintained in the Nain Transition House Inc. Office. An employee shall, at any reasonable time, be allowed to inspect their personnel file and shall be accompanied by a representative of the Employer 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 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 such document by signing the file copy.

11:06 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended or subject to disciplinary action, shall be entitled to a hearing under Article 7, Grievance Procedure, Step 1 of the Grievance Procedure shall be omitted in cases of suspension or discharge.

ARTICLE 12 - SENIORITY

12.01 Seniority is defined as length of service with the Employer and subject to Clause 12.04 shall date from first date of hire by the Employer and shall be calculated based on hours of work. Seniority shall operate on a bargaining unit wide basis.

12.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service with the Employer commenced. An up-to-date seniority list shall be sent to the Association and posted in January and July of each year.

12.03 Probation for Newly Hired Employees

Employees hired after the signing of this Agreement shall be on a probationary basis in accordance with Clause 11.01 of this Agreement. Subject to Clause 11.01(c), during their probationary period, such employees shall be entitled to all benefits and rights of this Agreement.

12.04 Loss of Seniority

An employee shall lose their seniority only in the event that:

- (a) they are discharged for just cause and are not reinstated by an Arbitrator or under the Grievance Procedure;
- (b) they resign in writing;
- (c) they are absent from work in excess of three (3) working days without the approval of the Co-ordinator unless absent for just cause;
- (d) they fail to return to work from layoff within ten (10) working days of being notified by registered mail to do so, except when such failure is caused by sickness verified by a doctor's certificate or by other just cause. It shall be the responsibility of the employee to keep the Co-ordinator 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 their 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, within two (2) working days, notify the Co-ordinator whether or not they will return to work. Failure to notify the Co-ordinator will also result in loss of seniority;
- (e) they are laid off for a period longer than twenty-four (24) months;
- (f) they are a temporary employee and refuses a recall on three (3) consecutive occasions without just cause.

12.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, 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.

12.06 Service Credits

Employees on any form of paid leave shall be eligible to accumulate service credits for seniority purposes.

ARTICLE 13 - PROMOTION AND STAFF CHANGES

13.01 Job Postings

When a vacancy occurs or a new position is created either inside or outside the bargaining unit, the Employer shall post notices of the position in accessible places in the Employer's premises for a period of not less than seven (7) calendar days.

13.02 Information on Posting

For vacancies or new positions inside the bargaining unit, such notices shall contain the following information: title of position, qualifications, required knowledge and education, skills, wage or salary rate or range, and whether shift work could be involved. The Employer will not establish such qualifications in an arbitrary or discriminatory manner.

13.03 Procedure for Filling Vacancies

- (a) No position will be filled from outside the bargaining unit until the applications of present employees have been fully processed.
- (b) Where, in the Employer's opinion, a temporary bargaining unit position is expected to exceed a period of thirteen (13) continuous weeks, or where a bargaining unit position exceeds thirteen (13) weeks, such position shall be posted in accordance with Clause 13.01.

13.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion of 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 on promotion or transfer shall be given preference on a seniority basis, whether seniority is temporary or permanent, for filling such vacancy, provided that the applicant's qualifications meet the required standards for the new position. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.

13.05 Trial Period

The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of two (2) months. In the event that the successful applicant proves unsatisfactory, as assessed by the Employer, in the position

during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted, transferred or hired because of the re-arrangement of positions shall also be returned to their former position or status, wage or salary rate, without loss of seniority. The parties may mutually agree in writing to extend the trial period. Where the Employer and the Union agree, the employee may revert to their former position prior to the completion of the trial period.

13.06 Upon written request, an unsuccessful applicant for a job vacancy will be informed of the name of the successful applicant in a job competition and the reason why they were unsuccessful.

13.07 An employee who has become permanently incapacitated by injury or illness and is unable to perform their regular duties to the satisfaction of the Employer will be employed in other work which they can do providing a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority. An employee displaced as a result of this Clause shall have the right to bump the least senior employee provided they are qualified and able to do the work required.

13.08 Disabled Employee's Preference

An employee who has been permanently incapacitated at work by injury or compensable occupation disablement and is unable to perform their regular duties to the satisfaction of the Employer, will be employed in other work which they can do providing a suitable position is available and the applicable rate for the new position will apply. Such employee shall not displace an employee with more seniority. An employee displaced as a result of this Clause shall have the right to bump the least senior employee provided they are qualified and able to perform the work required.

13.09 Pay During Upgrading

When an employee wishes to upgrade themselves through an Employer approved training course, then with the prior approval of the Employer, education leave may be awarded for such attendance. The duration of and rate of pay or bursary for such leave shall be in accordance with the terms and conditions established by the Employer.

13.10 Involuntary Demotion

If an employee is involuntarily demoted, their rate of pay will remain the same.

13.11 Permanent Employees in Temporary Positions

A permanent employee who obtains a temporary position shall retain their permanent status.

ARTICLE 14 - HOURS OF WORK

- 14.01 (a) The normal hours of work shall be on the average of forty (40) hours per week.
- (b) The normal daily hours of work for full time employees shall be eight (8) hours per day, subject to the twelve (12) hour shift schedule.
- (c) Notwithstanding that part-time employees and temporary employees may work less than eight (8) hours per day, such employees shall not be scheduled to work less than three (3) consecutive hours per day.
- (d) Part-time employees will advise the Employer in writing of their desire to work additional hours up to full time hours. Those part-time employees shall be scheduled or recalled before temporary employees in accordance with seniority for these additional shifts.

14.02 WorkingSchedule

- (a) The working schedule for each employee showing the shifts and days off work shall be posted in an appropriate place at least two (2) weeks in advance.
- (b) When an employee's day(s) off are changed without having been given at least forty- eight (48) hours prior notice of having to work on their day(s) off, they shall be paid double (2x) their regular hourly rate for each hour worked on the scheduled day(s) off.
- (c) Employees shall not be scheduled for more than seven (7) consecutive days of work unless mutually agreed otherwise between the Co-ordinator and the employee.

14.03 Rest Periods

- (a) Each employee shall receive a rest period of fifteen (15) consecutive minutes during every four (4) hours worked at a time to be scheduled by the Employer.
- (b) In circumstances where the granting of a rest period is not feasible due to operational requirements and/or resident or staff safety, the employee and the Co-ordinator may mutually agree on an alternative arrangement to provide the employee with an acceptable rest period.

14.04 Days Off

- (a) Days off shall be allocated at the rate of the minimum of two (2) consecutive days off except where mutually agreed between the employee and the Co-ordinator.
- (b) Days off shall be planned in such a way as to distribute weekends off so that employees shall receive every third weekend off unless otherwise mutually agreed between the Employer and the employee. The Employer shall endeavour to grant every second weekend off.

(c) Shift Rotation

Where there is a shift rotation, all shifts shall rotate in an equitable manner, however an employee may waive this right and in such case, the Employer will make every reasonable effort to accommodate the employee's preference to work evenings or nights on a permanent basis.

14.05 Change of Shift

When an employee's regularly scheduled shift is changed to another shift in that day, they shall be given prior notice as follows:

- (a) twenty-four (24) hours' notice before the originally scheduled shift, if the rescheduled shift occurs after the originally scheduled shift;
- (b) twenty-four (24) hours' notice before the commencement time of the rescheduled shift, if the rescheduled shift occurs before the originally scheduled shift.

Should the required notice not be given in accordance with this Article, the employee shall be paid at the rate of time and one-half (1 1/2) their regular hourly rate for the shift worked.

In cases where the employee's regularly scheduled shift is changed, it is the responsibility of the Employer to notify the employee affected by the change before they report to work.

14.06 Exchange of Shifts

Employees may be permitted to exchange their shifts with an employee in the same classification provided that the employee's Co-ordinator is notified and approves the change in shift prior to the change in shift occurring.

14.07 Rest Between

There shall be at least sixteen (16) hours between shifts unless otherwise agreed by mutual consent between the employee and their Co-ordinator.

14.08 (a) Shift Differential

Effective the date of signing, a shift differential of two dollars and thirty cents (\$2.30) per hour shall be paid for each hour the employee works between the hours of 1600 hours on one (1) day and 0800 hours on the following day.

(b) Saturday and Sunday Differential

Effective the date of signing, a Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 Sunday.

(c) If an employee qualifies for both differentials under (a) and (b) above, they shall receive both.

14.09 Employees required to attend meetings outside their normal work hours shall be compensated at the applicable overtime rate.

ARTICLE 15 - OVERTIME

15.02 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 Employer. The employee's decision to receive time off must be conveyed to the Co-ordinator or their designated representative within seventy-two (72) hours of the conclusion of the overtime.

15.03 Sharing of Overtime

(a) Overtime hours and callback shall be divided in a fair and equitable manner among employees who normally work in the work area and are in the classification affected by the overtime.

(b) An employee who is unavailable for overtime, or unable to accept overtime, or declines overtime shall be considered to have had the opportunity to work overtime as per Article 15.03 (c).

(c) The Employer shall maintain up-to-date records of all overtime hours. For this purpose, the record period shall be the fiscal year unless otherwise mutually agreed between the local Union and the Employer. The records shall be made accessible to employees on a quarterly basis.

15.04 (a) Call Back

An employee who is called back to work after they have left their place of work shall be paid a minimum of three (3) hours at the overtime rate, provided the work is not contiguous to scheduled working hours.

(b) Transportation Expenses

When an employee is recalled to work, they shall be paid the cost of transportation to and from their place of work at the rate of twenty-five cents (25¢) per kilometer. An employee shall not receive any payment for transportation expenses where transportation is provided by the Employer.

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

15.06 An employee who is absent on paid time off shall, for the purpose of this Article, be considered as if they had worked the regular hours during such absence.

15.07 Double Shift

An employee shall not be required to work a double shift (2) without their consent.

ARTICLE 16 - HOLIDAYS

16.01 (a) The following shall be designated paid holidays:

- (a) New Year's Day
- (b) Good Friday
- (c) Commonwealth Day
- (d) Memorial Day
- (e) Labour Day
- (f) Thanksgiving Day
- (g) Armistice Day
- (h) Christmas Eve
- (i) Christmas Day
- (j) Boxing Day
- (k) Old Christmas Day
- (l) Truth and Reconciliation Day

(b) New Holidays

Should any new holiday be proclaimed by either the Provincial or Federal Governments, it shall be added to the above list and granted to employees within the scope of this Agreement.

16.02 Compensation for Holiday Falling on a Saturday

For the purpose of this Agreement, when any of the aforementioned holidays falls on a Saturday and is not proclaimed as being observed on some other day,

shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 16, Holidays. All other employees shall observe the following Monday as the holiday.

16.03 Compensation for Holiday Falling on a Sunday

For the purpose of this Agreement, when any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 16, Holidays. All other employees shall observe the following Monday (or Tuesday, where the preceding Clause already applied to Monday) as the holiday.

16.04 Compensation for Holidays Falling on a Scheduled Day Off

When any of the aforementioned holidays (Clause 16.01) falls on the employee's scheduled day off, the employee shall receive another day off with pay to be taken within sixty (60) days at a mutually agreed time between the employee and the Employer. If such time off cannot be granted within sixty (60) days, the employee will be paid one (1) day's regular pay in lieu.

16.05 Compensation for Work Performed on a Holiday Falling on a Scheduled Day Off

When a holiday falls on an employee's day off and they are required to work on such a holiday, they shall receive two (2) hours' pay for each hour worked on such a holiday in addition to holiday pay. If, at the request of the employee, time off in lieu is granted, it shall be on the basis of two (2) hours off for each hour worked in addition to the holiday pay.

16.06 Pay for Scheduled Work on Holiday

In addition to the pay for holidays referred to in Clause 16.01, employees who are required to work on a holiday shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay, or, if they request it, they shall be entitled to time off with pay at a time to be mutually agreed by the employee and the Employer, on the basis of one and one-half (1 1/2) hours for each hour worked.

16.07 Payment for Holidays While on Layoff

Holidays, as outlined in Clause 16.01 shall be paid to an employee if the holiday occurs while the employee is on layoff status where the employee has worked forty (40) hours or more in the pay period in which the holiday falls. No employee will be laid off for the purpose of avoiding payment of a statutory holiday.

16.08 Christmas and New Year

The Employer agrees that whenever possible, an employee scheduled to work on Christmas Day shall not be scheduled to work on New Year's Day and shall receive New Year's Eve as a scheduled day off. An employee scheduled to work on New Year's Day shall not be scheduled to work on Christmas Day and Boxing Day and shall receive Christmas Eve as a scheduled day off unless otherwise mutually agreed between the employee and the Co-ordinator. The Employer agrees, whenever possible, 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 otherwise mutually agreed between the employees and their Co-ordinator.

ARTICLE 17 - ANNUAL LEAVE

17.01 (a) Length of Vacation

An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

0 – 9 years	4 weeks
10 – 20 years	5 weeks
21 years plus	6 weeks

(b) Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional day off with pay at a time to be mutually agreed upon. If such time off should not be agreed upon within sixty (60) days, the employee shall, upon request, be paid one (1) day's regular pay in lieu.

(c) Calculation of Vacation Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period. However, should any salary increase become effective during the employee's vacation period, they shall receive the benefit of such increase from the effective date.

(d) Vacation Pay on Termination or Retirement

An employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to an equivalent payment of salary or wages in lieu of such vacation at termination, provided that the employee gives proper notice of termination. In the event that proper notification of termination is not given, payment will be made at the earliest possible date, but in any event, not later than the second pay day following the date of termination.

17:02 (a) Annual leave shall not be taken except with the prior approval of the Co-Ordinator. However, subject to operational requirements, a reasonable effort shall be made to grant annual vacation at the time requested by the employee.

(b) Vacation Schedule

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and Co-ordinator. Vacation shall commence immediately following an employee's regularly scheduled days off.

(c) Selection of Vacation Dates

Employees in consultation with their Co-ordinator, 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 a 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.

17.03 An employee with more than sixty (60) calendar days' service may anticipate their vacation to the end of the current vacation period, or to the employees scheduled date of layoff or termination, whichever is the shorter period.

An employee who on resignation has a debit balance of vacation leave will have the value of this vacation deducted from their final cheque or pension contribution refund.

17.04 Substitution for Vacation

(a) An employee who qualified for sick leave under Article 18 while on vacation may change the status of their leave to sick leave effective the date of notification to the Employer. The employee shall submit on their return to duty a medical certificate stating the total period during which they qualified for sick leave.

(b) In the case of an employee who is admitted to hospital while on vacation, they may change the status of their leave to sick leave with effect from the date they were admitted to hospital.

(c) An employee who, while on vacation, qualified for bereavement leave shall be credited the appropriate number of days to vacation leave.

(d) The period of vacation so displaced in Clause 17.04(a) and Clause 17.04(b) shall be reinstated for use at a later date to be mutually agreed.

17.05 Unused Vacation Paid to Estate

Any earned but unused vacation of a deceased employee shall be paid to such employee's estate.

17.06 Vacation Credits for the First and Last Month of Employment

For the purpose of this Article, an employee who is paid full salary or wages in respect of fifty percent (50%) or more of the days in the first or last calendar month of their service shall, in each case, be deemed to have had a month of service.

17.07 Annual Leave of Short Duration

If annual leave of short duration is requested in writing by an employee before the schedule is posted, such requests shall not be unreasonably denied by the Co-ordinator and the Co-ordinator shall notify the employee of the decision before the schedule is posted.

17.08 Carry Forward of Vacation

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:

- (1) twenty (20) days' annual leave, if they are eligible for twenty (20) days in any year;
- (2) twenty-five (25) days' annual leave, if they are eligible for twenty-five (25) days in any year;
- (3) thirty (30) days' annual leave if they are eligible for thirty (30) days in any year.

Employees who are prohibited from taking annual leave because of Workers' Compensation benefits or extended sick leave shall be allowed to carry forward additional days.

- 17.09 (a) Temporary employees may carry forward earned vacation from one period of employment to the next period of employment up to the carry forward limits outlined under Clause 17.08.
- (b) A temporary employee who requests and receives payment in lieu of annual leave shall not accumulate seniority for the hours paid.

ARTICLE 18 - SICK LEAVE

18.01 Sick Leave Defined

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 *Workplace Health, Safety, and Compensation Act*.

18.02 Sick Leave Accumulation

- (a) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service.
- (b) The maximum number of days 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.

18.03 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all scheduled working days absent for sick leave. Absence on account of illness for less than one-half (1/2) days shall not be deducted. Absence for one-half (1/2) day or more, and less than a full day shall be deducted as one-half (1/2) day.

18.04 Medical Certificates

- (a) Before receiving sick leave with full pay, an employee may be required to produce a medical certificate for an illness in excess of three (3) consecutive working days. In cases of suspected abuse, shown by an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of illness.
- (b) An employee shall have the option of being attended by a doctor of their choice and under no circumstances will an employee be penalized in any way by the Employer for exercising their option of being attended by their personal physician.
- (c) There may be cases where an employee has an ongoing medical condition where they foresee a use of sick days beyond the number of days allowed before a medical certificate is required. In an effort to minimize the number of medical certificates required, employees with an ongoing medical condition are permitted to submit a medical certificate at the beginning of each calendar year outlining that they have an ongoing medical condition to the Employer. If the employer is satisfied with the medical certificate, then the employee does not have to provide a medical certificate for each subsequent day of illness for the remainder of the calendar year.

18.05 Sick Leave During Leave of Absence and Layoff

When an employee is given paid vacation or special paid leave of absence or while on Workers' Compensation they shall receive sick leave credits for the period of such absence on their return to work. When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their accumulative credits, if any, existing at the time of such layoff.

18.06 Extension of Sick Leave

- (a) An employee with more than two (2) years of service who has exhausted their sick leave credits may be allowed, in the event of illness in excess of fifteen (15) days, an extension of their sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon their return to duty with the Employer from their existing or after their acquired normal monthly accumulation of sick leave.
- (b) 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. Medical certificates shall be submitted as required by the Employer.

18.07 Sick Leave Records

In January of each year, the Employer shall advise each employee of the amount of sick leave accrued to their credit and the number of days of sick leave taken by them up to and including the previous 31st day of December

18.08 Injury on Duty

An 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 of pay without deduction from sick leave.

18.09 Sick Leave Credits for the Last Month of Employment

For the purpose of this Article, 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 one-half (1/2) days shall be deemed to have a month of service.

- 18.10 (a) Sick leave may only be provided to a temporary employee when they are absent from work due to illness on their scheduled shift.

- (b) A temporary employee shall not receive sick leave if the temporary employee refuses recall from layoff due to illness, but the temporary employee shall earn service for seniority purposes only for the time they did not report to work because of illness. Sick leave may only be awarded to a temporary employee who commences work and subsequently qualifies for sick leave under this Article. The temporary employee shall report to work after their illness providing the work is still available and providing the temporary employee gives the Employer reasonable notice. Temporary employees shall be eligible for sick leave benefits for shifts they would have been recalled to during periods of hospitalization upon proof of admission and discharge.

ARTICLE 19 - LEAVE - GENERAL

19.01 Upon written request by the Union to the Co-ordinator, and with the approval in writing of the Co-ordinator, leave with pay shall be awarded to an employee as follows:

- (a) In the case of an employee who is a member of the Provincial Board of Directors of the Union or an elected delegate of a recognized Local of the Union and who is required to attend the Biennial Convention of the Union, the Newfoundland and Labrador Federation of Labour and Component Conventions within the Province, leave with pay not exceeding three (3) days in any year for each of the above Conventions except that where a Component Convention and the Biennial Convention are held in the same year, leave with pay not exceeding two (2) days may be awarded for the purpose of attending the Component Convention.
- (b) In the case of an employee who is a member of the Provincial Board of Directors of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.
- (c) In the case of an employee who is a member of the Provincial Executive of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.
- (d) In the case of an employee who is a member of the Provincial Board of Directors of the Union or a delegated representative and who may wish to attend meetings of the Canadian Labour Congress or National Union of Provincial Government Employees, leave with pay not exceeding five (5) days in any one (1) year. The Employer may grant additional leave without pay for this purpose. In any event, leave under this Clause will not exceed twenty (20) days per Board Operated Residential Service per year.

- 19.02 (a) With the approval of the Co-ordinator, leave with pay shall be awarded to employees who are members of Negotiating Committees while they are attending negotiating sessions on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit. The Union shall notify the Co-ordinator of the employees affected prior to the commencement of negotiations and employees shall in all instances give prior notice of absences from work to their immediate Co-ordinators and such notice shall be given as far in advance as possible.
- (b) Leave with pay shall be granted to an employee to attend educational seminars, provided that the total number of days of leave with pay granted under this Clause in any one (1) year shall not in any event exceed the number of Shop Stewards in the bargaining unit plus one (1) additional day.
- (c) Additional leave without pay for the purpose of attending Association business may be granted by the Co-ordinator on request.
- 19.03 The Employer shall grant, on written request, leave of absence without pay for a period of one (1) year for an employee selected for a full time position with the Union without loss of accrued benefits. The period of leave of absence shall be renewed upon request. Employees may not accrue any benefits other than seniority during such leave of absence.
- 19.04 An employee shall be entitled to bereavement leave with pay as follows:
- (a) 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 same household, three (3) consecutive days; and
- (b) In the case of their siblings-in-law, one (1) day.
- (c) For the purpose of this Article, 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 or same sex, publicly represented that period to be their spouse and lives and intends to continue to live with that person as if that person were their spouse.
- (d) If the death of a relative referred to in Clause 19:04 (a) and to which three (3) days has been allotted occurs outside the Province of Newfoundland and Labrador, the employee shall be granted leave with pay not exceeding five (5) days for the purpose of attending the funeral. Such days not to be in addition to those allotted in Clause 19:04 (a).

In cases where extraordinary circumstances prevail, the Co-ordinator may grant two (2) additional days other than those referred to in Clause 19.04 (a), (b) and (d).

19.05 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 Clause.
- (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 for leave, with no loss of accrued benefits.
- (e) Periods of leave up to seventy-eight (78) weeks shall count for annual leave, sick leave, and step progression. Employees who avail of seventy-eight (78) weeks of unpaid parental leave will be entitled to service for annual leave entitlement, annual leave accrual, sick leave accrual and step progression for a total of seventy-eight (78) weeks. The Employer will also pay 50% of the group insurance premiums for seventy-eight (78) weeks for those employees who opt to remain in the group insurance plan.
- (f) Periods of leave up to seventy-eight (78) weeks shall count for seniority purposes.
- (g) Employee on leave will have the option of continuing to pay their portion of the group insurance premiums to a maximum of seventy-eight weeks. Where the employee opts to continue to pay premiums; the Employer will also pay its share of the premiums.
- (h) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- (i) An employee who applies for a position in accordance with Clause 13.01 while on maternity/adoption/parental leave shall be considered for that job posting in accordance with the provisions of Clause 13.04. If the

employee on maternity/adoption/parental leave is successful, their trial period shall start upon their return to work.

- (j) Upon written request to the Employer from the employee who is on maternity/adoption/parental leave, job postings shall be forwarded to the employee.

19.06 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 serves as a juror, 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 or for the purpose of jury selection. Any remuneration the employee receives from the Courts will be over and above their pay and benefits from the Employer.

19.07 General Leave

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

19.08 Education Leave

- (a) Subject to operational requirements and availability of qualified replacement staff, an employee shall be granted unpaid educational leave of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority, unless they would have been otherwise laid off.
- (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.

19.09 Extended Unpaid Leave

Upon written request, a permanent employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled to up to a maximum of twelve (12) months unpaid leave for each two (2) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid

leave an employee may have under this Clause is eight (8) weeks. An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside a bargaining unit.

19.10 Family Leave

- (a) Subject to Clause 19.10 (b), an employee who is required to:
- (i) attend to the temporary care of a sick family member living in the same household or the employee's mother, father, or dependent child not necessarily living the same household;
 - (ii) attend to the needs relating to the birth of an employee's child;
 - (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
 - (iv) attend meetings with school authorities;
 - (v) attend to the needs relating to the adoption of a child; or
 - (vi) attend to the needs related to home or family emergencies.

Shall be awarded up to thirty-six (36) hours paid family leave in any calendar year. If the Employer determines that the employee must be replaced while on family leave, three (3) hours is the minimum number of hours to be taken under this Clause.

- (b) In order to qualify for family leave, the employee shall:
- (i) provide as much notice to the Employer as reasonably possible;
 - (ii) provide to the Employer valid reason why such leave is required;
and
 - (iii) where appropriate, and in particular with respect to (iii), (iv) and (v) of Clause 19.10 (a) have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave.

19.11 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.

19.12 Unpaid Leave

Subject to operational requirements and availability of qualified replacement staff, where required, an employee is entitled to receive one (1) month of unpaid leave, provided that the employee would not have been laid off during the period of unpaid leave. The month of unpaid leave does not necessarily have to be taken consecutively but cannot be taken in increments of less than two (2) days at a time. The employee shall accumulate seniority during this leave provided the employee would not have been otherwise laid off.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Availability of Salary Cheques

- (a) Employees shall be paid every two (2) weeks by cheque or, by mutual agreement, direct deposit. Pay or direct deposit cheques shall be accompanied by a statement containing the following information:
 - i) employee's name; and
 - ii) deductions for the period, including gross pay, overtime, shift premium, special allowances, miscellaneous deductions, net pay, and year to date total.
- (b) The Employer will make every reasonable effort to ensure that salary cheques will be available on pay day. At 0800 hours for those employees scheduled to work on the previous 0001 and 0800 hours shift and prior to 0001 hours on pay day for those employees who worked the previous 1600 to 2400 hour shift.

20.02 Vacation Pay

An employee with more than one (1) year of service or an employee who has earned at least two (2) weeks' vacation, upon giving at least two (2) weeks' notice prior to the pay day preceding the office day on which they wish to receive their advance payment shall receive, prior to commencement of their annual vacation, any regular pay cheque(s), which may fall due during their vacation.

20.03 Labrador Allowance

Labrador Benefits Agreement to apply to eligible NAPE employees.

ARTICLE 21 - PERSONAL LOSS

21.01 Personal Loss

Subject to Clause 21.02 and 21.03, 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 may compensate the employee for any loss suffered subject to a maximum of six hundred (\$600) dollars.

21.02 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 Co-ordinator or their designated representative.

21.03 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.

Any compensation payable under this Article is to be paid within fifteen (15) days of verification of the incident.

ARTICLE 22 - TEMPORARY ASSIGNMENT

22.01 Pay on Temporary Assignment to Higher Position

(a) An employee who is 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 promotion procedure provided that they fill that position for a period of at least one (1) day.

(b) Temporary Assignments within the bargaining unit shall be on the basis of seniority.

(c) Pay on Temporary Assignment – Lower Position

When an employee is assigned to a position paying a lower rate, their rate shall not be reduced.

ARTICLE 23 - STRIKES AND LOCKOUTS

23.01 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 24 - LAYOFF OR TERMINATION

24.01 (a) Notice of Layoff

Unless legislation is more favourable to the employee, the Employer shall notify permanent employees who are to be laid off thirty (30) calendar days prior to the date of layoff. For temporary employees who have not been hired for a specified period, the period of notice will be fourteen (14) calendar days prior to the date of layoff. If the employee has not had an opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

(b) Period of Notice

Employees shall give the Employer fourteen (14) days' notice of intention to terminate their employment. The period of notice may be reduced or eliminated by mutual consent. Vacation leave shall not be used as any of the period of notice referred to in this Article.

24.02 Layoff and Recall Procedure

(a) Subject to Clause 24.02(b), both parties recognize that job security should increase in proportion to the length of service. Therefore, where the Employer determines that a layoff is necessary within the bargaining unit as defined by the applicable certification order, permanent employees shall be laid off in the reverse order of their seniority. Permanent employees shall be recalled in order of their seniority providing they are qualified to do the work.

(b) Where the Employer determines that a layoff is necessary within the bargaining unit as defined by the applicable certification order, temporary employees shall be laid off in the reverse order of seniority provided that those temporary employees being retained are qualified to do the work

required. Temporary employees shall be recalled in order of seniority provided that they are qualified to do the work required.

- (c) It is the responsibility of the employee to keep the Employer informed of their current address and telephone number.
- (d) Temporary employees shall be deemed to be junior to permanent employees in the case of layoff and recall only.
- (e) Employees being recalled to a position with a lower pay range level than previously employed in and who refuse to work shall not lose their seniority but they will forfeit their right to future recall in a position at the same pay range level.

24.03 No New Employees

- (a) No new employees shall be hired until employees who are on layoff status or under notice of layoff, have been given an opportunity of recall or re-assignment, provided that employees on layoff status or notice of layoff have sufficient qualifications to perform the work.
- (b) Clause 24.03(a) shall not apply where the new employees authorized period of employment expires prior to the effective date of layoff for an employee on layoff notice.

24.04 Return to Former Position

A permanent employee who changes their classification as a result of layoff shall have the opportunity within one (1) year to return to their former classification should a vacancy occur which the Employer intends to fill provided they are qualified and able to perform the duties required for the position.

24.05 Layoff

Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment, as per the attached chart. Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Employees who are reemployed with any Employer covered by the coalition negotiations shall be required to pay back part of any pay in lieu notice they received. The amount they have to pay back shall be based on the length of time they have been out of the employment from the Employer covered by the coalition negotiations. The amount repaid will be based on the net amount received by the employee or the amount paid to a financial institution on behalf of an employee (see Schedule "H").

ARTICLE 25 - PENSION PLAN, GROUP INSURANCE AND WORKERS' COMPENSATION

25.01 Group Insurance

- (a) The existing Group Insurance Programs currently in effect will remain in effect for the duration of this Agreement.
- (b) The cost of the Group Life, Group Medical and Pension Plans will be shared equally by the Employer and the employees.

25.03 Workers' Compensation

- (a) All employees shall be covered by the *Workplace Health, Safety, and Compensation Act*.
- (b) It is understood and agreed by the parties to this collective agreement that an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission after the date of signing of this agreement shall no longer accumulate benefits under this agreement but shall have their position with the employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the *Human Rights Act*.
- (c) Pension credit and group insurance coverage will continue on the basis of the pre-injury salary including salary adjustments from step progression or pay increases during the period of temporary absence, subject to payment of appropriate premiums based on the pre-injury salary rate or adjusted rate because of step progression or pay increases, provided this clause does not violate the *Workplace Health, Safety, and Compensation Act*.

ARTICLE 26 - WORKING CONDITIONS

26.01 Occupational Health and Safety

The Employer agrees to co-operate fully with employees in the establishment and operation of an Occupational Health and Safety Committee. The Committee will address all requirements of the *Occupational Health and Safety Act* and deal with employee concerns regarding possibly dangerous or unsanitary working conditions. The mandate of this Committee shall be expanded to include environmental issues. Each home will continue to have an Occupational Health and Safety representative in accordance with the Act.

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

Employees who are required to wear safety boots (or safety shoes) in accordance with the safety regulations will be provided with an allowance of up to two hundred dollars (\$200.00) for the purpose of purchasing such footwear in the event the footwear cannot be supplied by the Employer. This allowance will be paid for each twelve (12) months of service if utilized by the employer. Seasonal employees shall receive the allowance for each twelve (12) months of service, or every third season, whichever is earlier.

26.03 Parking Facilities

The Employer shall provide free of charge adequate facilities, whenever possible, for employees to park their cars during working hours.

26.04 Part-time and Temporary Employees

- (i) Part-time employees shall receive the wages and benefits specified in this Agreement on a pro rata basis according to their actual hours of work.
- (ii) Temporary employees shall be entitled to the wages and benefits of this Agreement for the duration of their employment. Earned benefits shall be pro-rated and employees will be allowed to carry forward these benefits from one period of employment to the next.

26.05 Payment of Terminated Employees

Retroactive pay will be made available to terminated employees on written request to the Employer by the employee.

26.06 Contracting Out

- (a) The Employer shall not contract out and/or privatize in whole or in part the bargaining unit work of any Board Operated Residential Services.
- (b) The normal movement of residents from the Board Operated Residential Services(s) as an integral part of the development of the resident(s) shall not be considered to be contracting out.

26.07 Salaries

The salary scales and salary adjustment formulas are those set out in Schedule "A".

ARTICLE 27 - AMENDMENT BY MUTUAL CONSENT

27.01 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 28 - CLASSIFICATION

- 28.01 Employees shall be notified, in writing, of any changes in their classification.
- 28.02 On the promotion of an employee to a higher pay range, their rate of pay will be established at the nearest step in the new range which exceeds their existing rate by at least five percent (5%) but not to exceed the maximum of the new range.

ARTICLE 29 - TRAVEL ON EMPLOYER'S BUSINESS

29.01 Effective the date of signing, for each day or part thereof, on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities, shall be as follows:

(a)

	Breakfast	Lunch	Dinner	Total
NL	\$9.60	\$16.80	\$26.04	\$52.44
Other	\$12.18	\$19.68	\$28.38	\$60.24
USA (USD\$)	\$12.18	\$19.68	\$28.38	\$60.24
Other	\$13.50	\$21.54	\$31.20	\$66.24

- (b) (i) When, in the course of their duty, an employee is required to travel on the Employer's business, transportation shall be provided by the Employer or with the approval of the Employer they may be permitted to use their own vehicle and be reimbursed at the rate of 31.5¢ per km.

In areas where the cost of meals is likely to exceed these rates, based on the opinion of the Co-ordinator, vouchered expenses may be submitted.

- (ii) Employees who, at the request of the Employer make their vehicle available for use on the Employer's business shall be reimbursed, on receipt of invoice, for the difference between private and business insurance.

29.02 For travel on the Employer's business for less than one (1) day, Travel Expense Rules as prescribed by Treasury Board shall apply.

29.03 (a) An employee is entitled to claim an incidental expense for each night on overnight travel status at the rate of five dollars (\$5.00) per night.

- (b) Receipts are required for claims submitted in accordance with this Clause.

29:04 An employee overnight travel status shall be reimbursed for the cost of one (1) personal long distance call, not exceeding five (5) minutes in duration, for each day the employee is on overnight travel status.

ARTICLE 30 - DURATION OF AGREEMENT

30.01 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 June 30, 2026. 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.

30.02 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.

30.03 Notices of Changes

Either party desiring to propose changes to this agreement shall within thirty (30) calendar days following receipt of notice under 30.01, 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.

30.04 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.

30.05 Notwithstanding the no strike and no lockout provisions of the agreement, notice 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 applicable legislation.

SCHEDULE A

SALARY IMPLEMENTATION FORMULA AND SALARY SCALES

The salary scales applicable to positions within the bargaining unit are detailed in Schedule A.

SalaryImplementationFormula

July 1, 2024	2% + Recognition Bonus
July 1, 2025	2%

Effective date of signing, each bargaining unit employee will receive a one time recognition bonus payment of \$2,000 pro-rated based on regular full time hours for the hours worked during the previous twelve (12) months.

Step Progression

1. Employees shall continue to advance one (1) step annually on their respective salary scale for each twelve (12) months of accumulated service.
2. New employees shall advance one (1) step annually on their respective salary scales effective the date when twelve (12) months of service is accumulated, and thereafter from year to year for each additional twelve (12) months of service accumulated.
3. For employees other than those employees who are considered permanent (full-time) employees under this Agreement, these employees will receive a step advancement on a pro rated basis (ie. when these employees work an equivalent of twelve (12) months of service).

Classification

Crisis Intervention Worker

Salary Scale

Effective July 1, 2024

Hourly	\$30.75	\$32.45	\$34.21
Annual	\$63,960.00	\$67,496.00	\$71,156.80

Salary Scale

Effective July 1, 2025

Hourly	\$31.37	\$33.10	\$34.89
Annual	\$65,249.60	\$68,848.00	\$72,571.20

SCHEDULE "B"

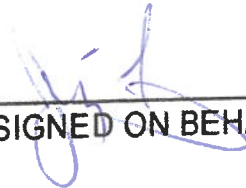
NUMBER OF WEEKS OF PAY IN LIEU OF NOTICE

Service	AGE (Years)					
	<35	35-39	40-44	45-49	50-54	>54
<6 Months	2	4	6	8	10	12
>6 Months - <1 Year	4	6	8	10	12	14
>1 - <2 Years	7	9	11	13	15	17
>2 - <4 Years	11	13	15	17	19	21
>4 - <6 Years	15	17	19	21	23	25
>6 - <8 Years	19	21	23	25	27	29
>8 - <10 Years	23	25	27	29	31	33
>10 - <12 Years	27	29	31	33	35	37
>12 - <14 Years	31	33	35	37	39	41
>14 - <16 Years	35	37	39	41	43	45
>16 - <18 Years	39	41	43	45	47	49
>18 - <20 Years	43	45	47	49	51	53
>20 - <22 Years	47	49	51	53	55	57
>22 Years	52	54	56	58	60	62

MEMORANDUM OF AGREEMENT

CRITICAL INCIDENTS

It is agreed by both parties that the well-being of a resident involved in life threatening behaviour is of paramount importance. Should a matter of concern arise on the promotion or transfer of an employee because of a life-threatening situation involving a resident, such a matter will be discussed by the Labour Management Liaison Committee or a full staff meeting, whichever is appropriate. Should this procedure not resolve the matter of concern, such matter may be referred to the parties for consultation and any action deemed appropriate or to refer the issue to a third party.



SIGNED ON BEHALF OF NAPE

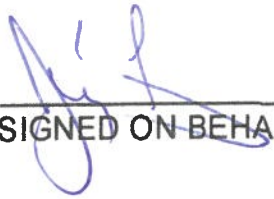


SIGNED ON BEHALF OF EMPLOYER

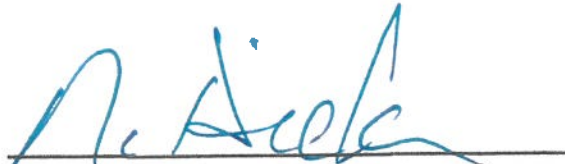
MEMORANDUM OF UNDERSTANDING

STAFFING/SAFETY CONCERNS

The Employer agrees that safety of residents and staff is a paramount consideration in determining staffing levels for each shift in a Board Operated Residential Services. Therefore the Employer agrees to abide by applicable fire and safety regulations in determining staff levels and will ensure that regular inspections are carried out by fire officials of the respective community. In addition, the Employer agrees, and in fact, encourages employees to bring forth any concerns they may have regarding safety in labour management meetings as provided for in Article 9.01.



SIGNED ON BEHALF OF NAPE



SIGNED ON BEHALF OF EMPLOYER

MEMORANDUM OF UNDERSTANDING

STAFF FACILITIES

The Employer agrees that wherever possible, within existing space limitations, employees will be provided with an area within the facility for storage of clothes and personal belongings.



SIGNED ON BEHALF OF NAPE



SIGNED ON BEHALF OF EMPLOYER

MEMORANDUM OF UNDERSTANDING

PUBLIC HEALTH EMERGENCY

The Employer recognizes that public health emergencies may have an impact on overall 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. Temporary call-in employees who are not prescheduled, will be permitted to take special leave with pay on shifts they would have received in normal circumstances (compared to next junior temporary call-in).

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) Remote Work

Employees may be required to work remotely where the capability exists and it is operationally feasible. Special leave with pay shall only be utilized in instances where remote work is not an option.


3) Use of Sick Leave

Employees who exhibit symptoms of a public health illness and who cannot work remotely, are required to use their sick 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 long-term sick leave and attendance support planning may still be required.

4) 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 memo.



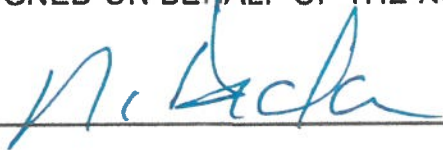
SIGNED ON BEHALF OF NAPE

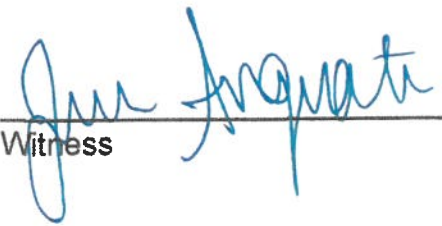


SIGNED ON BEHALF OF EMPLOYER

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 18
day of October, 2024.

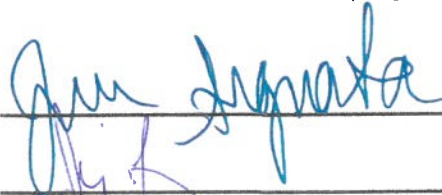
SIGNED ON BEHALF OF THE Nain Transition House Inc.:





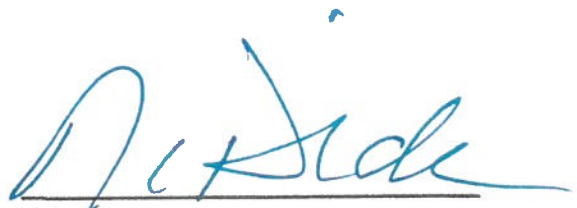
Witness

SIGNED ON BEHALF OF THE Newfoundland and Labrador Association
of Public and Private Employees:









Witness