

NAPE

Newfoundland and Labrador Association of Public and Private Employees

COLLECTIVE AGREEMENT

Between

**STELLA'S CIRCLE COMMUNITY
SERVICES INC.
(EMMANUEL HOUSE)**

And

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

Expiry: March 31, 2028

THIS AGREEMENT made this 5th day of November, 2024

BETWEEN: **STELLA'S CIRCLE COMMUNITY SERVICES INC.**
(hereinafter referred to as "the Employer")

of the One Part

AND: **NEWFOUNDLAND AND LABRADOR ASSOCIATION
OF PUBLIC AND PRIVATE EMPLOYEES**
(hereinafter referred to as "the Association")

of the Other Part.

WITNESSES that, for and in consideration of the mutual promises, covenants, terms and conditions contained herein, the parties hereto agree as follows:

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ARTICLE 1 DEFINITIONS

- 1.01 (a) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 3.
- (b) "Classification" means one of the positions identified in Schedule "A".
- (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, as outlined in Schedule "A".
- (e) "Employer" means Stella's Circle Community Services Inc.
- (f) "Part-time Employee" means a person who is regularly scheduled to work less than the full number of hours in each pay period.
- (g) "Permanent Employee" means a person who has completed their probationary period, is regularly scheduled to work and is employed without reference to any specific date of termination.
- (h) "Probationary Employee" means a person who has worked less than the prescribed probationary period.
- (i) "Service" means any period of employment either before or after the date of signing of this agreement in respect of which an employee is in receipt of salary or wages from the Employer, unless specified otherwise in this agreement.
- (j) "Spouse" means a person to whom an employee is legally married, or a person with whom an employee has cohabited for a continuous period of least one (1) year and with whom the employee intends to cohabit and who has been identified to the Employer, in writing, as the employee's spouse regardless of gender.
- (k) "Union" means the Newfoundland and Labrador Association of Public and Private Employees.
- (l) "Vacancy" means any unionized position that the Employer requires to be filled, either permanent, part-time or of a temporary nature for more than twenty-four (24) weeks as outlined in Clause 14.01(b).

ARTICLE 2 PURPOSE AND SCOPE OF AGREEMENT

- 2.01 The general purpose of this agreement is to support the mutual interests of the organization, Emmanuel House, the Employees who are members of this Bargaining Unit, and the Employer, to provide progressive, proactive and supportive operations where the needs of our clients are placed first and foremost.
- 2.02 Employees are required to demonstrate a high degree of pride in their work and demonstrate their willingness to cooperate with Employer rules and policies. Employees are to carry out their duties in a manner so as to maintain the high standards as prescribed by the Organization. Employees shall strive to gain and maintain high standards of professionalism at work and be personally suitable for working for extended periods in close quarters with clients.
- 2.03 The Employer will aim to provide a workplace that is progressive, supportive and one where each person can contribute and be heard. Regular open and honest communication will form the basis of this relationship.
- 2.04 It is hereby agreed and understood that this agreement applies only to employees specifically included in the Certification Order issued by the NL Labour Board on November 4, 2022.
- 2.05 It is recognized by this agreement to be the duty of the Union, the Organization and said Employees to cooperate fully, individually and collectively, for the advancement of these conditions. There shall be no strikes, lockouts or stoppage of work while this agreement is in effect.

ARTICLE 3 RECOGNITION

- 3.01 Union Recognition
- (a) The Employer recognizes Newfoundland & Labrador Association of Public and Private Employees (NAPE) as the sole and exclusive bargaining agent to represent those employees specifically included in the Certification Order issued by the NL Labour Board on November 4, 2022
- (b) This collective agreement is fully applicable to all employees specifically included in the Certification Order issued by the NL Labour Board on November 4, 2022, unless otherwise specified.
- (c) When new classifications are developed relevant to the work of this Bargaining Unit, the following procedures shall apply:

- (i) The Employer will within fourteen days notify the Union, in writing, as to whether such classifications should be included in or excluded from the bargaining unit and provide reasons for its exclusions.
- (ii) The Union, after consultation on the Employer's position will respond in writing outlining the reasons for its rejection of the exclusions within fourteen (14) working days of receipt of the above notification.
- (iii) Should the parties be unable to agree upon the exclusion of any specific classification, the matter will be immediately referred to the Labour Relations Board for adjudication.

3.02 Meaningful Volunteer & Student Participation

Both parties recognize the contributions of volunteers and students in assisting with Emmanuel House programs and the parties agree to continue this practice such that it promotes and enhances activities within the home without a reduction in the number of bargaining unit employees and their hours of work.

3.03 Right of Fair Representation

Employees shall have the right at any time to have the assistance of representatives of the Newfoundland and Labrador Association of Public and Private Employees or any other advisors when dealing with matters relating to employer-employee relations, grievances or negotiations with the Employer.

Likewise, the Employer shall have the right at any time to engage parties and/or any other advisors when dealing with matters relating to employer-employee relations, grievances or negotiations with the Union.

3.04 Access to Employers' Premises

With reasonable advance written notice of not less than forty-eight (48) hours, Union representative(s) may request permission to visit the Employer's premises to address matters arising out of this collective agreement. The Employer will not unreasonably withhold access, however, such access will be limited to public areas, such as offices or boardrooms. Such meetings shall neither interfere with operations nor add cost to the Employer. Should costs arise, they will be billed back to the Union. Maintaining safe and consistent operations and preserving client confidentiality will always be the top priority when a request is made in this regard.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 Management Rights

The Union recognizes that the Organization has the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, and subject to the grievance procedure contained herein, to determine all matters pertaining to its' business, the conduct of its management of the Organization and its affairs, the right to hire, the right to evaluate performance, classify, discipline, suspend, discharge for cause, promote or demote, transfer or layoff, and require employees to abide by Organization rules and regulations, safety systems and standards consistent with this agreement.

ARTICLE 5 HUMAN RIGHTS

5.01 No Discrimination

The Employer and the Union agree that there shall be no discrimination within this workplace. There shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or any other action by reason of enumerated grounds under the *Human Rights Act, 2010, SNL2010 Chapter H-13.1* such as age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender, marital or parental status, family relationship, place of residence, physical or mental disability, nor by reason of their membership or activity in the Union.

5.02 Harassment

The Employer and the Union will work cooperatively to ensure a work environment that is free from harassment of any kind.

In the event of a complaint of harassment, the Employer, with the involvement of all necessary parties, shall immediately undertake an investigation. The Employer may employ any resources available to it to do so, including the use of external investigators. Employees who are part of this Bargaining Unit shall participate fully in these matters, including, but not limited to, investigative interviews. If it is determined that harassment has taken place, the Employer will take appropriate action against the harasser, including discipline up to and including termination of employment, while ensuring the harassment immediately ceases.

Should the alleged complaint be proven to be true, the complainant shall be protected from repercussions which could result from their complaint.

Should it be determined that an allegation of harassment was made fraudulently, the party(ies) involved in such an action shall also be subject to discipline.

In cases of harassment that have not been settled to the satisfaction of the complainant, the matter may be referred to the Human Rights Commission for settlement or by other means which are mutually acceptable to the parties.

ARTICLE 6 UNION MEMBERSHIP

6.01 Union Membership Requirement

All employees who are members of the Union at the time of signing of this Agreement shall remain members during the term of this Agreement, provided they continue to occupy a bargaining unit position noted in the Order of Certification. New employees who become employed in designated bargaining unit roles shall become members and will commence payment of dues upon hire.

Volunteers, students and any employee specifically not included in the Labour Board Certification Order and not listed in Schedule A shall not be included as member of the Union.

ARTICLE 7 CHECK OFF OF UNION DUES

7.01 Deduction of Union Dues

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

7.02 Notification of Deductions

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

7.03 Remittance of Union Dues

Deductions shall be forwarded to the President of the Union on a monthly basis within (15) fifteen days following the end of the month in which the

deductions were made. The cheque shall be accompanied by a list which shows the Employee's full name, Social Insurance Number, mailing address, phone numbers, classification and the amount deducted on the Employee's behalf. This list shall also include any additions and deletions that occurred in the previous quarter.

7.04 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

7.05 Employees Listing

Upon request by the Union, the Employer will provide a list of names of its employees who are members of the bargaining unit including their mailing address, telephone number, email address, and classification, in an electronic format once per calendar year.

7.06 Union Listing

On an annual basis, or after changes occur, NAPE will provide the Employer with an updated listing of Union Executive members, as well as Shop Stewards.

7.07 Union Introduction Session

An Officer of the Union shall meet with each new bargaining unit employee during 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 the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union. Such meeting shall be arranged at a time that is convenient to the work of both employee and the Employer, and no client or other work deliverable shall be compromised as a result. No additional cost shall be incurred by the Employer.

7.08 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Manager where applicable or their designate and the Recording Secretary of the Union or their designate. Email is acceptable as a method of communication.

ARTICLE 8 LABOUR MANAGEMENT COMMITTEE

8.01 Labour Management Committee Meetings

On a quarterly basis or as requested by either party, labour management meetings will be held between the Employer and the Union Executive to discuss issues of mutual interest, including such issues as may affect employees' salary, workload or working conditions. Minutes of each meeting shall be prepared and signed by representatives from both the Employer and the Union.

ARTICLE 9 LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Union Bargaining Committee

A Union Bargaining Committee elected or appointed to negotiate with the Employer shall consist of not more than two (2) representatives. The Union will advise the Employer at least four (4) weeks in advance of the commencement of negotiations of the Union members on the Committee.

9.02 No Loss of Pay

The members of the Union Bargaining Committee shall not incur a reduction in their regular pay as a result of time spent in negotiations with the Employer. The Employer will bill this back to NAPE at the end of each quarter.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 Recognition of Union Stewards and Grievance Committee

The Employer acknowledges the rights and duties of a Union Steward to assist any employee in preparing and presenting a grievance in accordance with the Grievance Procedure.

10.02 Permission to Leave Work

The Employer agrees that the Union Steward shall be permitted to reasonably perform their duties. The Union recognizes that the Steward is employed by the Employer. Prior to leaving their work to address matters under this agreement, the Union Steward must obtain permission to do so from their Manager, which permission shall not be unreasonably withheld. Client care and programming must always remain consistent in this instance.

10.03 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement.

10.04 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The aggrieved employee, with assistance of the Union, shall within seven (7) calendar days of becoming aware of the grievance, submit their grievance in writing to the employee's manager outlining the alleged violation, including, but not limited to, details such as dates, summary of the incident that lead to the grievance and witnesses, specific articles of the collective agreement which have been violated, and redress sought. An earnest effort shall be made by all parties to settle the grievance at Step 1. The manager's reply, given within a further seven (7) days shall outline either agreement or disagreement with the grievance, and other relevant information.

Step 2

Should the grievance not be satisfactorily resolved at Step 1, within a further seven (7) days of receiving the decision at Step 1, the aggrieved employee may submit the grievance to the Lead Executive Officer (LEO) who shall render a decision within a further seven (7) days.

Step 3

Failing settlement being reached in Step 2, either party may refer the dispute to arbitration within sixty (60) calendar days of the decision at Step 2. Should the issue not be advanced within sixty-one (61) days, it will be considered abandoned, and no further remedy shall be available.

Meetings may be requested at either of Steps 1 and/or Step 2 to seek clarification, understanding and resolution.

10.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, submission may be made at Step 2 of Article 10.04.

10.06 Replies in Writing

Replies to grievances shall be on the proper form and in writing at all stages.

10.07 Facilities for Grievances

The Employer shall supply the necessary facilities for grievance meetings at a time and place so as not to interfere with organizational operations.

10.08 Mutually Agreed Changes

Any mutually agreed changes to this collective agreement shall form part of this collective agreement and are subject to the grievance and arbitration procedure.

ARTICLE 11 ARBITRATION

11.01 Selection of Arbitrator

When a grievance is referred to arbitration in accordance with Step 3 of Article 10, the referral shall be made by electronic mail addressed to the other party of the Agreement, indicating the name of a proposed arbitrator. Within ten (10) calendar days thereafter, the other party shall answer by electronic mail indicating either its agreement with the proposed arbitrator or the name of an alternate arbitrator.

11.02 Sole Arbitrator

Upon receipt of notice of arbitration pursuant to Clause 11.01 the parties shall endeavour to agree to the appointment of a sole arbitrator. Where the parties cannot agree on such appointment, the grieving party shall, within fifteen (15) days after the date of the notice of arbitration, apply to the Government of Newfoundland and Labrador for the appointment of an arbitrator who shall make a decision on the grievance.

11.03 Technical Objection

A grievance or arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity, or an error of procedure if it results in a denial of natural justice.

11.04 Decision

The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Arbitrator shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which they deem just and equitable.

11.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision.

11.06 Expenses

Each party shall pay one-half of the fees and expenses of the Arbitrator.

11.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may only be extended by mutual written consent of the parties.

ARTICLE 12 PROGRESSIVE DISCIPLINE

12.01 In the event of issues or concerns with an employee's performance or conduct the Employer will utilize Progressive Discipline to assist employees in understanding and overcoming issues and meeting job expectations.

Step 1: Coaching

Coaching may be employed when an employee, whose work conduct and performance is usually satisfactory, does something problematic or makes a mistake for the first time. Coaching is typically used for issues minor in nature.

Step 2: Verbal Notification

If the unsatisfactory work performance continues and/or the employee does not carry out their action plan, or if the issue is of serious enough nature to warrant it, the supervisor will meet with the employee to discuss the situation. The Supervisor will document the verbal notification in the personnel file.

Step 3: Written Notification

If, after coaching and verbal notification, an employee continues to engage in misconduct, or unsatisfactory work performance, or an issue is serious enough to warrant doing so, the supervisor will give the employee written notification. This must be done within seven (7) days of the misconduct or unsatisfactory work performance happening, or when it is brought to the supervisor's attention.

The written notification will outline specifically the misconduct or performance issues. It will detail a course of action and a time line for that action to occur. It will also set the time for the next meeting to review progress.

Written documentation is maintained in the employee's personnel file and will remain in effect for a period of eighteen (18) months unless further disciplinary action is necessary within that period; in which case they remain in the file until eighteen (18) months after the last written notification. If there are no other actions taken within that eighteen (18) month period, documentation of the written notification will be removed.

Step 4: Suspension

Employees removed from employment because of ongoing investigation conducted by the Employer, shall be paid for up to seven (7) days.

The employer, upon concluding the investigation, may suspend an employee for unacceptable conduct or performance. The employer shall determine the terms of such suspension without pay.

Suspension letters are maintained in an employee's personnel file and remain in effect for a period of eighteen (18) months unless further disciplinary action is necessary within that period in which case the letter remains in the file for eighteen (18) months after the last disciplinary action.

Step 5: Dismissal

An employee will be dismissed if they engage in serious misconduct or when a performance issue has not been corrected by coaching, training or other actions.

12.02 Discharge Procedure

- (a) The dismissal of a probationary employee for reasons of unsuitability or incompetence, as assessed by the employer, shall not be subject to the grievance or arbitration procedure except where discrimination or bad faith is alleged.
- (b) When an employee is discharged, suspended or reprimanded, such employee shall be notified verbally of the reason at the time of such action and shall receive written confirmation of the reason within a further seven (7) calendar days.

12.03 Discipline Procedure

A single isolated incidence of serious misconduct on the part of the employee or poor performance can result in an immediate dismissal. The employee shall be notified in writing by the Employer, with full disclosure of the reasons, grounds for action, and/or penalty, with a copy to the Union.

12.04 Personnel Records

- (a) There shall be one (1) recognized personnel file for each employee, or former employee, the location of which shall be designated by the Employer. It shall not be shared in any manner with any other employee or agency, unless a subpoena is presented, without the prior written consent of the employee concerned.
- (b) An employee can make a written request to the Employer to review their personal file and make copies of any material contained in the file. The Employer will respond to any such requests within five (5) calendar days. The employee may be accompanied by their union representative if so desired.
- (c) A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee. The employee will sign such documents as acknowledgement of receipt.

- (d) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's file.

ARTICLE 13 SENIORITY

13.01 Seniority Defined

Subject to Clause 13.06, seniority is defined as the length of service with the Employer in a bargaining unit position and shall include periods of employment prior to the certification or recognition of the Union. Seniority shall operate on a classification wide basis. Seniority shall be based on hours worked, except overtime hours, for all employees. Permanent employees shall always be considered senior to any other designation of employee.

13.02 Seniority List

The Employer shall maintain a seniority list showing the current classification, seniority and hours worked for each employee. A seniority list shall be posted in January of each year.

13.03 Probation for Newly Hired Employees

Newly hired employees shall be on probation for the first Nine Hundred and Seventy-Five (975) hours of service exclusive of orientation period. The Employer shall not determine that a particular employee is unsuitable for a position during their probationary period without first notifying the employee regarding suitability. Once notified of a concern regarding suitability, the employee may be granted a further three (3) months from the end of their probationary period to address the concerns from the Employer.

13.04 Loss of Seniority

An employee shall lose seniority, and their employment shall be terminated, if they:

- a) resign.
- b) are discharged for cause, and not reinstated.
- c) refuses, without cause satisfactory to the Organization, to return to work after a period of leave.
- d) Is absent without leave without notice satisfactory to the Employer;

- e) Overstays a leave of absence;
- f) is on a lay off for a continuous period equal to their seniority or twenty-four (24) months, whichever is less.
- g) Is unable to perform their normal duties due to illness or accident for a period of two (2) consecutive years – time frame may be extended by mutual consent if medical evidence satisfactory to the parties indicates a return to work is possible within a further six (6) months.
- h) Retires.

13.05 Leave for Work Outside the Bargaining Unit

The Employer may, at its sole discretion, offer temporary employment outside the bargaining unit to members of the bargaining unit within its organization. Such employees shall be entitled to a maximum of twelve (12) months unpaid leave for the purposes of accepting work outside the bargaining unit as offered by the Employer.

- (i) An employee who takes leave to accept work outside the bargaining unit shall not be subject to any benefits of this agreement during this period, save and except seniority. Seniority shall accrue at a rate equivalent to the period of time on leave. For example, if the employee is on leave for six (6) months, they shall accrue the equivalent of six (6) month's seniority.
- (ii) Employees may return to their regular bargaining unit position subject to giving the Employer two (2) week's notice, in writing.
- (iii) Employees shall not have access to the grievance procedure.

13.06 Seniority Credits

Employees on any form of paid leave or approved unpaid leave in accordance with Article 21, shall be eligible to accumulate seniority, except where the seniority is based on accumulated service and the employee would have otherwise been laid off during the period of such leave.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14.01 Job Posting

- (a) When a new bargaining unit position is created or when a vacancy occurs inside the bargaining unit and in respect of which the Employer has decided the position will be filled, the Employer, when advertising the position, will concurrently post it both externally and internally for seven (7) calendar days, including on the bulletin board so that all members will know about the vacancy or new position.
- (b) Where, in the Employer's opinion, a temporary bargaining unit position is expected to exceed a period of twenty-four (24) continuous weeks, or where a bargaining unit position exceeds twenty-four (24) weeks, such position shall be posted in accordance with clause 14.01 (a).

14.02 Information in Posting

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function.

14.03 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize the principle of promotion within the service of the Employer.

Therefore, in making promotions or transfers to bargaining unit positions, employees shall be considered on the basis of required qualifications and abilities. Where these factors are judged to be relatively equal between applicants, seniority shall apply.

Nothing in this article precludes the employer from hiring external qualified candidates, however, the Employer agrees not to establish qualifications and abilities for positions in an arbitrary or discriminatory manner.

14.04 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant will be posted.

14.05 Trial Period

The successful internal applicant shall be placed on trial for a period of 450 working hours. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of 450 working hours.

In the event that the successful internal applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job, they shall be returned to their former position and salary rate without loss of seniority. Any other internal employee promoted or transferred because of the rearrangement of positions, shall also be returned to their former position, and salary rate, without loss of seniority. The parties may mutually agree, in writing, to extend the trial period. Should the employee wish to revert to their former position prior to the completion of the trial period, two (2) weeks written notice is required.

14.06 On the Job Training

(a) The Employer will continue to make staff training and development programming available as required. Opportunities will be posted and interested employees may apply. The postings shall contain the name and date of the course and where further information can be obtained. The employer will make effort to share training opportunities equitably across the bargaining unit members reflective of organizational need.

(b) All training shall be at straight time.

14.07 Incapacitated Worker Provision

An employee who has become incapacitated by injury or illness and who is medically certified as unfit to return to resume their former job responsibilities may be employed in other work for which they are qualified, suitable and able to perform provided that a suitable position is available and the applicable rate for the new position will apply.

Should an employee not be employed in some work which they can do in accordance with this Clause, then the medical determination of incapability would warrant a layoff, subject to Clause 13.04, until such time as medical certification of ability to return to employment is obtained.

14.08 Permanent Employees in Temporary Positions

A permanent employee who obtains a temporary position with the Employer within the Bargaining Unit shall retain their permanent status for a maximum period of eighteen (18) consecutive months unless otherwise mutually agreed between the Employer and Union.

ARTICLE 15 LAYOFFS AND RECALLS

15.01 Definition of Lay-off

A layoff shall be defined as a reduction in hours of work or a cessation of employment, whether temporary or permanent, due to lack of work or the abolishment of a position.

15.02 Role of Seniority in Lay-offs

- (a) In the event of a lay-off, employees in the classification affected shall be laid off in the reverse order of their classification seniority. An employee about to be laid off may bump an employee in their classification, with less seniority provided the employee exercising the right is qualified to perform the work of the employee with less seniority.
- (b) An employee who has been issued notice of lay-off may displace an employee with less seniority with the Employer, provided that the right to bump is exercised prior to expiration of the notice of lay-off.
- (c) Any employee who is bumped in accordance with this procedure will be deemed to have been given notice of lay-off effective the date that the employee who bumped them was given notice of lay-off.

15.03 Recall of Permanent Employees

- (a) Permanent employees shall be recalled in order of their classification seniority provided they are qualified to perform the work required.
- (b) Permanent employees on layoff status shall be recalled for temporary and relief employment before all other classes of employees provided, they are qualified to perform the work required.

15.04 Advance Notice of Layoff

- (a) Except in the case of dismissal for cause, notice, in writing in

compliance with Labour Standards shall be given to employees who are to be terminated or laid off. If such notice is not given, the employee shall be paid for the number of days by which the notice was reduced.

- (b) Employees, other than those hired for a specific time period, are required to provide the Employer with notice in writing in compliance with Labour Standards of their intention to terminate employment.
- (c) Vacation leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the employee and the Employer.
- (d) The period of notice may be reduced or eliminated by mutual agreement.

15.05 Grievance on Lay-offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 16 HOURS OF WORK

16.01 Working Schedule

- (a) The normal hours of work shall be on the average of seventy-five (75) hours.

Day staff are scheduled for eighty (80) hours bi-weekly. This includes a one (1) hour lunch break of which thirty (30) minutes is paid.

Night staff are scheduled for Seventy-Five (75) hours biweekly and required to remain on-site at all times during their shift, a thirty-minute paid meal break is included.

- (b) During the meal period should employees wish to leave the premises prior approval must be given by supervisor.
- (c) (i) 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.

- (ii) Employees shall not be scheduled for more than six (6) consecutive days of work unless mutually agreed otherwise between the supervisor and the employee.
- (iii) Employees shall be scheduled with a minimum of eight (8) hours between shifts, exclusion of staff meetings, unless otherwise agreed to by mutual consent, in writing, between the employee and the manager.
- (iv) Employees shall not be scheduled by the Employer for less than three (3) hours in any shift.

(d) Days Off

Subject to the scheduling requirements, days off shall be allocated at the rate of the minimum of two days off except where mutually agreed between the employee and the manager.

(e) Exchange of Shift

An Employee may request to exchange a shift with another employee in the same classification provided that the employee's supervisor is notified in writing and approves the change in shift at least three (3) days prior to the start of the shift. There must be no increase in cost to the Employer as a result of this action. Should there be any issue arise related to shift coverage, the person scheduled for the shift shall be responsible for coverage.

(f) Split Shifts

There shall be no split shifts, unless mutually agreed between the employee and the manager.

ARTICLE 17 OVERTIME

17.01 The regular work week is thirty-seven point five (37.5) hours, with the biweekly total worked being seventy-five (75) hours.

All time worked from seventy-five (75) to eighty (80) hours within a biweekly pay period shall be paid at the applicable straight time rate. All time worked beyond 80 (eighty) hours shall be paid at the rate of One Point Five (1.5) overtime at the applicable rate.

17.02 Sharing of Overtime

Overtime work shall be distributed as equitably as possible amongst available employees in the classification affected by the overtime worked. An employee shall not be laid off during regular hours to equalize any overtime worked. Staffing levels and approval of overtime are at the sole discretion of the Employer.

17.03 Call Back Pay

Subject to 17.01, 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 straight time.

17.04 Calculation of Overtime Rates

An employee who is absent on paid time off shall be considered as if they had worked the regular hours during such absence.

17.05 Training

All training will be paid at straight time. All to be paid out at the payroll cycle.

ARTICLE 18 PAID HOLIDAYS

18.01 Paid Holidays

The following are recognized as Statutory holidays:

New Year's Day	Regatta Day
St. Patrick's Day	Labour Day
Good Friday	Thanksgiving Day
St. George's Day	Armistice Day
Victoria Day	Christmas Day
Discovery Day	Boxing Day
Canada Day	
Orangeman's Day	

and other day or days as may be proclaimed by the Lieutenant Governor-in-Council as a public holiday for the purpose of the Act.

18.02 Pay for Regular Scheduled Work on a Paid Holiday

- (a) Employees who are required to work on a designated holiday, shall be paid at the rate of time and one half (1½) in addition to pay for the day worked.
- (b) Part time employees shall be paid at the rate of double time for each hour worked on the following paid holidays:

New Years Day
Good Friday
Canada Day
Labour Day
Armistice Day
Christmas Day

- (c) For holidays not worked, part time employees shall be entitled to holiday pay on a pro-rata basis based on the number of hours worked. This shall be calculated by the average number of hours worked in the past two pay periods by the division twenty (20).

18.03 Christmas/New Year Scheduling

The Employer will endeavour to have employees scheduled on Christmas Day not be scheduled to work on New Year's Day. Similarly, the Employer will endeavour to have employees scheduled to work on New Year's Day not be scheduled to work on Christmas Day. Should this not be possible the Employer will not incur extra costs as a result.

ARTICLE 19 ANNUAL LEAVE

19.01 Length of Annual Leave

- (a) The Employer will credit to Employees their anticipated amount of Annual Leave at the start of the year. Annual leave will be prorated for periods of less than a year and this will be reflected in the leave entitlement. This applies to all members of this bargaining unit on a pro-rated basis. At least two weeks' notice is required to take annual leave.

Annual Leave Progression	
Years of Service	Annual Leave Entitlement
Less than 4 years	3 weeks
5 to 9 years	4 weeks
10 to 19 years	5 weeks
20+ years	6 weeks

Part time employees shall not be entitled to take earned annual vacation but shall receive their accumulated vacation pay biweekly.

Annual Leave Entitlement for all other Classes of Employees	
Hours of Work	Annual Leave Entitlement
0 to 7,800 hours	6%
7,801 to 17,550 hours	8%
17,551 to 37,050 hours	10%
37,051+ hours	12%

- (b) Employees shall make request in writing to their Manager for approval to use annual leave in advance of taking such leave. If a staff member resigns or is terminated from the organization, the leave will be prorated reflective of time worked, if they have used annual leave in advance, the Employee is required to repay to the Employer the outstanding amount. This includes the Employer retaining any and all outstanding amounts due to the Employee to resolve the amount owing.

19.02 Banking Vacation Hours

On an annual basis, an employee may carry forward to a subsequent year an annual leave amount not to exceed (2) two weeks in total.

19.03 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday occurs during an employee's annual leave, the employee will be awarded the holiday and there will be no deduction from annual leave credit for that particular day. This must be reflected on the Employee's Leave Request Form.

19.04 Vacation Pay on Termination

Any earned but unused annual leave entitlement will be paid to the employee on termination, resignation or retirement provided sufficient advance notice is provided and no debts are owed to the Employer. In the event that sufficient notice is not given, payment will be made no later than the second payday following the date of termination, provided no debts are owed to the Employer.

19.05 Vacation Schedules

The Employer may request vacation schedules for review and approval in advance. This includes for peak times of the year, such as Summer, Christmas and Easter. This will assist with operation planning and maintenance of services while not causing undue additional costs to the

organization. Outside of these times vacation may be requested at least two (2) weeks in advance at any time during the year. Subject to operational requirements, a reasonable effort shall be made to grant annual vacation at the time requested by the employee.

19.06 Approved Leave of Absence During Annual Leave

Where an employee qualifies for sick leave, bereavement or any other approved leave during their period of vacation, they may change the status of their leave effective the date they notify the Employer. Appropriate documentation satisfactory to the Employer must be submitted by the employee.

19.07 Unused Vacation Paid to Estate

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

ARTICLE 20 SICK LEAVE

20.01 Paid Sick Leave Entitlement

- (a) (i) An employee is eligible to accumulate sick leave with full pay at the rate of fifteen (15) hours for each month of service.
- (ii) Notwithstanding 20.01(a)(i) an employee hired after April 1, 2007, is eligible to accumulate sick leave at the rate of seven and a half (7.5) hours for each month of service.

The maximum number of hours of sick leave which may be accumulated by an employee shall not exceed nine hundred (900) hours.

20.02 Sick Leave Bank Usage

Employees must submit in writing all sick time taken immediately upon return to work; such leave will be deducted from the Employees Sick Bank on the basis of time taken.

20.03 Reporting Unanticipated Illness

Sick leave shall be prorated reflective of the hours worked in a pay period for employees who work less than full time.

Sick leave with full pay for periods in excess of three (3) consecutive days or six (6) days in the aggregate in any year shall not be awarded to an employee unless they have submitted in respect there of a medical certificate satisfactory to the Employer.

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.

If the information presented in the medical certificate is not adequate, the Employer may request that the employee provide additional information from their medical doctor in the form of a functional assessment form. Any cost associated with the completion of the FAF by the appropriate medical professional shall be borne by the Employer.

20.04 Workplace Accommodation and Early & Safe Return to Work

The Employer will explore all reasonable options as it pertains to assisting injured or ill workers safely returning to the workplace. Medical information regarding functional ability to present to work will be required.

In return, each Employee in this Bargaining Unit will proactively seek and cooperate with efforts to return to work, including providing medical details to assist in understanding functional ability to work.

The Employer will establish a fee schedule to reimburse physicians for completing the FAF. This shall be direct billed to the Employer.

20.05 Sick Leave Records

Employees will not be permitted to have a negative balance in their sick bank. Should this be about to occur, an Employee may request in writing an Unpaid Sick Leave of Absence. The Employee will still be required to maintain contact and updated medical with the Employer until such time as they return to work, either on ease back, early and safe return to work or cleared to return to full duties. While on unpaid sick leave, the employee shall continue to accumulate seniority and reflective of clause 13.04(f).

20.06 Preventive Medical Leave

The employee must endeavor to a reasonable extent to schedule preventive medical and dental care during off duty hours. Sick leave for this purpose must not exceed ten (10) hours per year and will be deducted from the Employee's Sick Bank reflective of the amount of time taken.

ARTICLE 21 LEAVE OF ABSENCE

21.01 Leave of Absence for Union Functions

Upon written request by the Union to the Employer and with its approval in writing, authorized union representatives shall be granted reasonable time for the purpose of attending official union functions. Such time will be billed to the Union on a monthly basis for reimbursement. While such requests will not unreasonably be denied, approval will be on the basis of availability of alternate staff to cover these periods and shall not result in increased cost to the Employer.

21.02 Leave of Absence for Full-Time Union Duties

The Employer shall grant, on written request, leave of absence without pay for periods of up to one (1) year, for an employee selected for a full-time position with the Union, without loss of accrued benefits. The period of leave may be renewed upon request for a period not to exceed (2) two years should that extension not cause hardship to the Employer. Employees may not accrue any benefits other than seniority during such period of absence.

21.03 Paid Bereavement Leave

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

- (a) In the case of the death of an employee's parent, sibling, child, spouse, grandparents, parents-in-law, grandchild, legal guardian, common law spouse, stepchild, foster child, child of employee's spouse, any near relative living in the same household or a fetus who is lost due to a miscarriage, infant who is lost due to a stillbirth, three (3) consecutive days.
- (b) In the case of a child-in-law, sibling-in-law, one (1) day.
- (c) If the death of a relative referred to in Clause 21.03 (a) occurs outside the province, the employee may be granted leave with pay not exceeding an additional two (2) days for the purpose of travelling to attend the funeral.

- (d) If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.

21.04 Paid Jury or Court Witness Duty Leave

Leave with pay will be awarded to an employee who is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons, to attend as a witness in any proceeding held:
 - i) in or under authority of a court of justice;
 - ii) before a court, judge or justice;
 - iii) before the House of Assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - iv) before an arbitrator or a person or body of persons authorized by law to make an enquiry and to compel the attendance of witnesses before it;

and provided that any witness fees receivable shall be paid to the Employer.

- (c) If an employee is required to attend a court proceeding on a work-related matter, the employee shall be compensated in accordance with the provisions of the Collective Agreement. Time may be approved by the Employer to permit an employee to prepare as a witness.

21.05 Education Leave and Examinations

- (a) Subject to operational requirements and availability of qualified replacement staff, an employee may request unpaid educational leave not to exceed one (1) year. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority.
- (b) An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications as determined by the manager or designated representative. Application must be made in writing to the Manager for approval in advance of the leave. Information to support

the request must be attached.

21.06 Personal Leave

- (a) Employees within the Bargaining Unit shall be awarded up to thirty (30) hours of personal leave in a fiscal year. Leave will be prorated based on time worked.
- (b) Personal Leave cannot be carried forward.

21.07 Domestic Violence Leave

- (a) Full-time employees shall be awarded up to three (3) paid days of domestic violence leave in any fiscal year.
- (b) The employer, at its discretion, may approve additional paid leave up to three weeks.
- (c) This leave shall not be carried forward.

21.08 Maternity Leave/Adoption Leave/Parental Leave

- (a) The Employer will comply with all applicable legislation related to Maternity/Adoption and/or Parental Leave.
- (b) An employee may return to duty after giving their Employer four (4) weeks' notice of their intention to do so.
- (c) Employees will be entitled to accumulate service for seniority while on this leave
- (d) Employee on this leave will have the option of paying all premiums associated with maintaining health and dental benefits only to a maximum of seventy-eight (78) weeks.
- (e) An employee who applies for a position while on maternity/ adoption/ parental leave shall be considered for that job posting in accordance with the provisions of all applicable clauses. If the employee on maternity/ adoption/ parental leave is successful, their probation period shall start upon their return to work.

21.09 Extended Unpaid Leave

- (a) 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.

- (b) Upon written request, an 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. While on such leave employees shall continue to accumulate service for seniority purposes. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks. An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside a Bargaining Unit.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

Employees shall be paid every two weeks by direct deposit. Direct deposit shall be accompanied by an itemized statement of earnings and deductions as well as dates and explanations.

22.02 Rate of Pay on Temporary Assignment

An employee who is assigned by the Employer to perform the full scope of duties associated with a higher classification shall be paid at a rate of pay applicable to that classification provided the full scope of duties are performed for at least 7.5 hours.

22.03 Pay on Transfer, Lower Rated Job

The rate of pay for an employee who is temporarily assigned to perform the duties of a lower classification shall not be reduced.

22.04 Travel on the Employer's Business

Effective the date of signing, for each day or part thereof, while travelling for work, the maximum rate allowable for meals, inclusive of taxes and gratuities, shall be as follow.

	Breakfast	Lunch	Dinner	Total
NL	\$9.60	\$16.80	\$26.04	\$52.44
Other Provinces	\$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

- 22.05 Travel Reimbursement Rules shall be adjusted monthly using the Provincial Governments kilometre rate formula.
- 22.06 In the event meals are included in an event, the Employee must not claim for that meal.
- 22.07 When travelling, employees should leave at such a time as to arrive safely in time for the event. Expense claims should reflect this when claiming meals and kilometers (i.e. Use the direct route to an event).
- 22.08 An employee is entitled to claim an incidental expense of five (\$5.00) dollars per night for each night on overnight travel status.
- 22.09
- (a) For the purpose of this Article, "travel time" means travel on the Employer's business authorized by the manager, for an employee by land, sea or air to a location outside their place of work, to perform duties assigned to them by the manager and during which the employee is required to travel outside their normal scheduled work period.
 - (b) "travel time" and the method of travel shall require the prior approval of the manager
 - (c) Compensation for "travel time" shall be paid for the length of time between the employee's departure from their normal work location and their arrival at their place of lodging or work, whichever is applicable, at their authorized destination. Travel time shall be compensated at straight time rates for all travel time.

ARTICLE 23 CLASSIFICATION

23.01 The Employer agrees to have available job descriptions for all positions in the bargaining unit. These descriptions shall be available to the Union and/or individual employees upon request.

ARTICLE 24 EMPLOYEE BENEFIT PLANS

24.01 Employee Benefit Plans

The Employer will offer Group Insurance programs to Employees covered by this Collective Agreement. Should changes be necessary, the Employer will endeavor to provide forty-two (42) days' notice to the Union.

24.02 Employer Contribution to Group Life Insurance and Medical Program

The cost of Group Life and Medical will be shared equally by the Employer and the employees, unless the employee is on approved leave at which time the employee shall pay the both the employee, and the employer cost associated with health and dental benefits only.

ARTICLE 25 HEALTH & SAFETY

25.01 Cooperation on Safety

The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

25.02 Occupational Health & Safety Committee

The Occupational Health and Safety Committee will continue to hold regular meetings, advance issues and post minutes as required by Legislation.

25.03 Workers' Compensation

- (a) Eligible employees, as defined by the legislation, shall be covered by the Workplace Health, Safety and Compensation Act. Employees must report all injuries in accordance with the Act.

- (b) Employees in receipt of Workplace Health, Safety and Compensation Commission benefits shall not earn benefits of this Agreement except that they will not lose any accumulated seniority.
- (c) Employees on modified duties or easeback shall earn the benefits of this Agreement, including seniority, based on the number of hours worked.
- (d) Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

ARTICLE 26 PERSONAL LOSS

26.01 Personal Loss

Where an Employee in the performance of their duty suffers any reasonable personal loss and such loss could not have been avoided by following protocols in place by the Employer, the Employer shall compensate the Employee for any loss suffered, not to exceed \$300 in any single instance or \$600 in any calendar year.

ARTICLE 27 GENERAL CONDITIONS

27.01 State of Emergency

The following provisions shall apply to employees during a state of emergency declared by either the Employer or the appropriate provincial or municipal authority:

- (i) All employees are required to report for duty as scheduled.
- (ii) When an employee through no fault of their own is unable to report for work because of a declared state of emergency, such employee shall suffer no loss of pay or other benefits, nor shall they be required to make up, in any way, for time lost due to not reporting for work.
- (iii) Notwithstanding Clause 27.01 (i) above, the Employer reserves the right to close down or reduce staffing levels in the Treatment Centre in which event employees so affected will not be required to report

for duty and shall be paid in accordance with the terms of Clause 27.01(ii) above.

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

27.02 Staff Meetings

Staff Meetings are mandatory and held for the purpose of keeping all employees current on programs and services.

Should a meeting fall outside an employee's normal shift, time spent in such meetings shall be considered as time worked and shall be paid as straight time.

27.03 Criminal or Legal Liability

The Employer shall defend, negotiate or settle civil suits or prosecutions arising out of acts performed by an employee in the course of their duties, provided that the Employer is satisfied that the employee performed duties required by the Employer, and/or the employee acted within the scope of their employment.

ARTICLE 28 GENDER

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

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

ARTICLE 29 DURATION OF AGREEMENT

29.01 Period of Agreement

Except as otherwise provided in specific clauses, this agreement shall be effective from date of signing and remain in full force and effect until March 31, 2028. Either party to this Agreement may issue notice to the other party of its desire to terminate or amend the agreement not more than three (3) months and not less than thirty (30) calendar days prior to the date of expiration.

29.02 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.

29.03 Notice of Changes

Either party desiring to propose changes to this agreement shall within three (3) months following receipt of notice under 29.01, 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.

29.04 Agreement to Remain in Effect

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

Schedule "A" – Classification and Wages

Classification	Effective Dec. 1/23	Effective April 1/24	Effective April 1/25	Effective April 1/26	Effective April 1/27
Admin. Assistant (1)	5%	1.25%	1.25%	1.25%	2%
Night Support Worker (2)	5%	1.25%	1.25%	1.25%	2%
Social Worker (2)	5%	0.5%	0.5%	0.5%	1.5%
Night Counsellor (3)	5%	1.5%	1.5%	1.5%	2%
Life Skills Counsellor (3)	5%	5%	5.75%	2%	2%

Effective 01-Dec-23

	STEP 1	STEP 2	STEP 3
Admin Assistant	\$20.73	\$21.56	\$22.48
Night Support Worker	\$19.19	\$19.85	\$20.52
Social Worker	\$39.36	\$41.25	\$42.69
Night Counsellor	\$27.66	\$28.77	\$29.94
Life Skills Counsellor	\$21.93	\$23.00	\$24.10

Effective 01-Apr-24

	STEP 1	STEP 2	STEP 3
Admin Assistant	\$20.99	\$21.83	\$22.76
Night Support Worker	\$19.43	\$20.09	\$20.78
Social Worker	\$39.56	\$41.46	\$42.91
Night Counsellor	\$28.07	\$29.20	\$30.39
Life Skills Counsellor	\$23.03	\$24.15	\$25.30

Effective 01-Apr-25

	STEP 1	STEP 2	STEP 3
Admin Assistant	\$21.25	\$22.10	\$23.05
Night Support Worker	\$19.67	\$20.35	\$21.04
Social Worker	\$39.75	\$41.67	\$43.12
Night Counsellor	\$28.50	\$29.64	\$30.84
Life Skills Counsellor	\$24.35	\$25.54	\$26.76

Effective 01-Apr-26

	STEP 1	STEP 2	STEP 3
Admin Assistant	\$21.52	\$22.38	\$23.34
Night Support Worker	\$19.92	\$20.60	\$21.30
Social Worker	\$39.95	\$41.87	\$43.34
Night Counsellor	\$28.92	\$30.08	\$31.31
Life Skills Counsellor	\$24.84	\$26.05	\$27.29

Effective 01-Apr-27

	STEP 1	STEP 2	STEP 3
Admin Assistant	\$21.95	\$22.82	\$23.80
Night Support Worker	\$20.32	\$21.01	\$21.73
Social Worker	\$40.55	\$42.50	\$43.99
Night Counsellor	\$29.50	\$30.68	\$31.93
Life Skills Counsellor	\$25.34	\$26.57	\$27.84

Appreciation Bonus

Effective date of signing, individuals who have been employed in the past year will receive a one-time appreciation bonus payment based on the following chart. A separate off-cycle payroll run will be completed for the appreciation bonus.

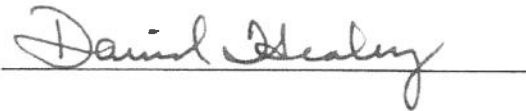
One-Time Payment Structure		
Hours Worked		Payment Amount
More than	Up to	
0	487.5	\$500
487.5	975	\$1000
975	1462.5	\$1500
1462.5	1950+	\$2000

MEMORANDUM OF UNDERSTANDING

Seniority

Emmanuel House unionized employees and the Employer agree that the terms and conditions of the Collective Agreement will apply to employees in the Bargaining Unit subject to the following exception:

Employees hired on or before September 8, 2003, shall have seniority calculated based on date of hire and shall be considered more senior than employees hired after September 8, 2003.



**Signed on behalf of
Newfoundland &
Labrador Association of
Public & Private
Employees**



**Signed on behalf of Stella's
Circle Community Services
Inc.**

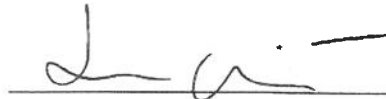
Letter of Understanding

Registered Retirement Savings Plan Policy

During the term of this agreement, the parties agree that the Registered Retirement Savings Plan will continue to be available to current employees.



**Signed on behalf of
Newfoundland &
Labrador Association of
Public & Private
Employees**

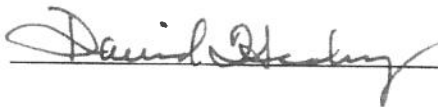


**Signed on behalf of Stella's
Circle Community Services
Inc.**

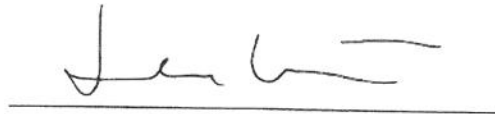
Letter of Understanding

Severance Pay

On Jan. 29, 2021, the organization gave written notice to employees that the Retirement Allowance Policy would be discontinued on Jan. 29, 2023. Upon retirement, resignation, or termination of employment without cause, employees with the organization as of Jan. 29, 2021, will be provided 1 weeks' pay (less all required statutory deductions) for each year worked as of Jan. 29, 2023, if the individual is employed by the organization for 20 years. This will be paid either through payroll processing or a transfer to RRSP.



**Signed on behalf of
Newfoundland &
Labrador Association of
Public & Private
Employees**



**Signed on behalf of Stella's
Circle Community Services
Inc.**

IN WITNESS WHEREOF the Parties hereto have executed this Agreement this 5th day of November, 2024.

SIGNED ON BEHALF OF STELLA'S CIRCLE COMMUNITY SERVICES INC.:

[Signature]

Kimberly Hebb

Karen Penell

[Signature]

[Signature]

WITNESS

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

[Signature]

[Signature]

[Signature]

[Signature]

Denise Egan

[Signature]

WITNESS