

NAPE

COLLECTIVE AGREEMENT

BETWEEN

**THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS
NEWFOUNDLAND AND LABRADOR**

AND

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

January 1, 2025 to December 31, 2028

THIS AGREEMENT made this ____ day of February Anno Domini Two Thousand and Twenty-Five

BETWEEN

THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS NEWFOUNDLAND AND LABRADOR
(hereinafter referred to as the "Employer")

AND

THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES
(hereinafter referred to as the "Union").

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:

Article 1	Definitions	1
Article 2	Purpose of Agreement	2
Article 3	Recognition	3
Article 4	Employee Rights	4
Article 5	Management Rights.....	6
Article 6	Respectful Workplace	6
Article 7	Union Representation.....	8
Article 8	Hours of Work.....	10
Article 9	Overtime.....	11
Article 10	Temporary Assignment and Promotions	12
Article 11	Temporary and Part-Time Employees.....	12
Article 12	Probation and Discipline	13
Article 13	Grievance and Arbitration Procedure	15
Article 14	Vacation Leave.....	17
Article 15	Holidays	21
Article 16	Health and Wellness Leave	22
Article 17	Personal and Pressing Necessity Leave	24
Article 18	Compassionate Leave	26
Article 19	Maternity and Parental Leave.....	26
Article 20	General Leaves.....	29
Article 21	Special Leave Without Pay.....	31
Article 22	Adverse Weather Conditions	32
Article 23	Termination and Layoff.....	32
Article 24	Salaries.....	34
Article 25	General Benefits	34
Article 26	Pension, Insurance and RRSPs	35
Article 27	Technological Change	38
Article 28	Employer Liability	39
Article 29	Contracting Out	39
Article 30	Retroactivity	39
Article 31	Term of Agreement.....	39
Schedule A	Salaries.....	41
Schedule B	Position Reclassification.....	43
LOU	Remote Work	45
LOU	Seniority	46
LOU	Health Care Spending Account	47
LOU	Professional Fees	48
LOU	Days of Rest	49
LOU	Summer Hours	50
LOU	Annual Leave Entitlement	51
LOU	Rotational Holiday Schedule	52
LOU	Carry-Over	53

LOU	Deferred Salary Plan	54
LOU	Signing Page	56

ARTICLE 1 DEFINITIONS

1.01 Definitions

- a) "**Board of Directors**" means the Board of Directors of the Association of Allied Health Professionals.
- b) "**Classification**" refers to the job title and pay scale assigned to an employee's position.
- c) "**Day**" means a working day unless otherwise stipulated.
- d) "**Day of Rest**" means a day within a calendar week on which an employee is not scheduled or ordinarily required to perform the duties of their position. Days of Rest exclude designated holidays or days on which the employee is on approved paid or unpaid leave.
- e) "**Employee**" includes any person who is included in the bargaining unit.
- f) "**Employer**" and/or "**AAHP**" means the Association of Allied Health Professionals.
- g) "**Grievance**" means a difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- h) "**Holiday**" means the twenty-four (24) hour period commencing at 00:01 hours of a designated holiday in this Agreement.
- i) "**Lay-Off**" means the termination of the employment of an employee because of lack of work or because of abolition of a position.
- j) "**Month**" means a calendar month.
- k) "**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 approved leave unless specified elsewhere in this Agreement.
- l) "**Notice**" means written notice which is hand delivered, delivered electronically or by registered mail.
- m) "**Part-time Employee**" means any employee who is regularly scheduled to work less than full-time hours within a calendar week, month or year.
- n) "**Permanent Employee**" means a full-time or part-time employee whose position does not have a predetermined end date.
- o) "**Position**" refers to specific job duties and responsibilities an employee has been

employed to perform on a regular basis.

- p) "**Probationary Period**" means a period of continuous employment in a bargaining unit classification of six hundred (600) accumulated hours of work, exclusive of orientation period up to a maximum of seventy-five (75) hours, from the last date of hire unless specified elsewhere in this Agreement.
- q) "**Seniority**" is defined as all accrued regular hours of work in a bargaining unit position from the time an employee is hired up to a maximum of 1950 hours per calendar year. Regular hours of work exclude overtime but include actual hours worked and regular hours that an employee would have worked while on approved leaves unless otherwise specified in this agreement.
- r) "**Standby**" means any period of time during which, on the instructions of the Employer, an employee is required to be available for recall to work outside of their regularly scheduled hours of work.
- s) "**Temporary Employee**" means an employee hired for specific projects, work or specific lengths of time and whose employment may be terminated upon completion of such work or period of time.
- t) "**Union**" and/or "**NAPE**" refers to the Newfoundland and Labrador Association of Public and Private Employees.
- u) "**Wages**" mean all monetary payments paid to an employee based on their regular hourly wage rate as per Schedule A of this Agreement.
- v) "**Week**" means an employee's regularly scheduled days of work within a calendar week, excluding days of rest.

ARTICLE 2 PURPOSE OF AGREEMENT

2.01 Purpose of Agreement

- a) The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union and to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and working conditions affecting employees covered by this Agreement.
- b) The Employer and employees share a commitment to promote a progressive, proactive and supportive workplace culture and to adhere to the highest standards of professionalism possible in all our working relationships with each other and while carrying out our respective duties and responsibilities on behalf of the AAHP.

2.02 Future Legislation

In the event that any future legislation renders null and void any provision of this Agreement, the remaining provisions shall remain in effect during the term of this Agreement.

2.03 Agreement Overrides Employer Policy

In the event there is a conflict between the context of this Agreement and policies of the Employer, this Agreement shall take precedence.

2.04 No Private Agreement

There shall be no written or verbal agreement made with the Employer or their designate which may conflict with the terms of this Agreement except where mutually agreed between the employee, the Union and the Employer.

ARTICLE 3 RECOGNITION

3.01 Recognition of Union

The Employer recognizes the Newfoundland and Labrador Association of Public and Private Employees as the sole and exclusive bargaining agent for employees in this bargaining unit in accordance with the Certification Order issued by the Labour Relations Board on October 8, 2024.

3.02 New Classifications

- a) In the event of the creation of a new classification relevant to the work of this bargaining unit during the terms of this Agreement, the Employer will notify the Union, in writing, within fourteen (14) calendar days as to whether the classification should be included in the bargaining unit. The Employer will provide a written rationale when it deems a new classification should be excluded from the bargaining unit.
- b) Within fourteen (14) calendar days of receiving the Employer's notice as per Article 3.02 a) the Union will respond to the Employer in writing to indicate its agreement or disagreement with the Employer's position. The Union will provide a written rationale when it deems a new classification should be included in the bargaining unit.
- c) Where the Parties agree on a new classification to be included in the bargaining unit, the Union may submit recommendations to the Employer for applicable salary rates and such recommendations will be given due consideration. Notwithstanding the Union's recommendations, the Employer reserves the right to set classification salary levels for new classifications in the bargaining unit introduced during the term of the

Agreement. The Employer's decision will not be subject to Grievance and Arbitration unless there is perceived discrimination associated with the set salary rate.

- d) Should the Parties disagree on whether a new classification should be included in the bargaining unit, the matter shall be referred to the Labour Relations Board for adjudication.

3.03 Check-Off Payments

- a) The Employer shall deduct an amount equal to the biweekly dues' deduction, as established by the Union, from the biweekly pay of employees.
- b) Deductions shall be forwarded to the Union no later than the 15th day of the month following the deductions. The Employer will forward to the Union with the first dues deduction cheque, following the signing of the Agreement, a list which shows the employee's full name, and social insurance number, and/or payroll number. Each month, thereafter, a list showing additions and deletions will be forwarded with the dues' deduction cheque.
- c) The Union shall inform the Employer of the authorized deduction to be made.

3.04 Seniority Roster

A seniority roster of all employees covered by this Collective Agreement showing names, position, and date of hiring, shall be posted by the Employer during January of each year.

ARTICLE 4 EMPLOYEE RIGHTS

4.01 Personal Complaints

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

4.02 Right to Fair Representation and Union Access

- a) Employees shall have the right at any time to have the assistance of a representative of the Union on all matters relating to employee-employer relations, grievances or negotiations with the Employer.
- b) Employees shall have the right to have a union representative present at any meeting(s) with the Employer that could result in discipline or discharge. The Employer will ensure the employee is fully informed of this right prior to the scheduling of any such meeting.
- c) Union representatives may request permission to visit the Employer's premises to address matters arising out of this Collective Agreement provided there is no

interference with the employee's duties or office operations and there are no costs to the Employer. Such requests will not be unreasonably denied.

4.03 Orientation

A representative of the Union shall meet with each new employee of the bargaining unit to acquaint them with the benefits and duties of union membership and their terms and conditions of employment as set out in this Collective Agreement. Such meetings will be without loss of pay and scheduled within the employee's first 30 days of employment for a maximum of thirty (30) minutes at a time that is mutually convenient for the employee and representative.

4.04 Work of the Bargaining Unit

- a) Bargaining unit employees may not carry out work outside of their classification or bargaining unit, and persons outside the bargaining unit may not carry out the work of bargaining unit employees except:
 - i) in response to emergencies; or
 - ii) for instruction purposes; or
 - iii) to provide essential services when regular employees are temporarily unavailable; or
 - iv) in the case of a temporary assignment when mutually agreed between the Employer and employee; or
 - v) to provide short-term assistance to bargaining unit employees in addressing periodic, excessive workloads; or
 - vi) when the Board has identified an urgent, non-routine AAHP need that must be addressed in a timely manner.
- b) No bargaining unit employee shall lose pay, hours or work, have their job security threatened when other persons are required to carry out their bargaining work in accordance with Article 4.04 a).

4.05 Lockouts/Strikes

The Employer agrees that there shall be no lockout of employees during the life of this Agreement. The Union agrees there shall be no strikes, suspension, or slowdown of work, picketing or any other interference with the Employer's business during the life of this Agreement.

4.06 Picket-Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered in violation of this Agreement, nor shall it be grounds for disciplinary action. Employees shall not suffer loss of salary for refusing to cross such picket lines.

4.07 Personal File

There shall be only one (1) recognized personal file which shall be maintained at the AAHP Office. An employee has the right to consult their personal file after making an appointment and during regular working hours.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 Rights and Powers

- a) The Union recognizes and agrees that all the rights, powers, and authority, both to operate and manage the workplace under its control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.
- b) 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 or referred to the Labour Relations Board for adjudication as may be appropriate.

ARTICLE 6 RESPECTFUL WORKPLACE

6.01 Respectful Workplace

- a) The Employer, the Union and the employees recognize the rights and benefits of all persons to work in a respectful workplace that:
 - i) is free from harassment and discrimination;
 - ii) fairly and equitably values employees' professional skills, experience and contributions towards meeting organizational and service goals;
 - iii) supports employees in maintaining a healthy work-life balance; and
 - iv) promotes professional, reasonable, open and transparent communication among and between management, the Union and employees, and in all other working relationships both within and external to the organization.

6.02 The Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination with respect to any employee in any matter relating to the terms and conditions of employment as set out in this Agreement or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, or sexual orientation nor by reason of their membership or activity in the Union.

6.03 Harassment Free Workplace

- a) Both the Employer and the Union consider sexual and personal harassment in the workplace to be reprehensible and are committed to maintaining an environment in which such harassment does not exist.
- b) When the Employer is notified of a complaint or allegation that a bargaining unit employee or group of employees have experienced personal or sexual harassment in the workplace, they shall undertake an investigation.
- c) The Employer shall also notify the Union where a harassment complaint involves a bargaining unit employee as a complainant, as a respondent to a complaint, or as a potential witness during the investigation. Employees will be notified of their right to have union representation throughout the investigative process.
- d) Workplace harassment complaints may be brought forward by an employee(s) who believes they have been the victim of harassment or by an employee who believes they have witnessed harassment against a co-worker.
- e) During the course of the investigation the Employer shall take all reasonable workplace measures to minimize any further negative workplace impacts for the alleged victim(s) of harassment. Where the outcome of an investigation finds personal or sexual harassment against an employee(s) has occurred, the Employer shall take appropriate action to ensure such harassment ceases.
- f) Employees shall be protected from any repercussions for bringing forward a harassment complaint.
- g) Workplace harassment includes any unsolicited, unwelcome, one-sided and/or coercive behaviours of a personal or sexual nature, including comments and/or actions, that are known, or should be known:
 - i) to be offensive, embarrassing, humiliating or demeaning to a worker, or to a group of workers, in a workplace;
 - ii) to intimidate, isolate and/or discriminate against the employee(s) being targeted;

- iii) to endanger an employee's job, undermine their job performance or threaten their economic livelihood.
- h) Workplace harassment can include one (1) incident of the behaviours enumerated in Article 6.03 g) or a series of incidents, however minor. Any employee, regardless of gender, may be the victim of sexual and personal harassment in the workplace.
- i) Harassment complaints that have not been settled to the satisfaction of either party may be taken to arbitration.

6.04 Employee Consultation

- a) The Employer recognizes the valuable contributions of its highly skilled and experienced employees towards the ongoing development and delivery of high-quality programs and services offered by the AAHP and its overall business operations. The Employer shall continue to meaningfully consult and engage with employees, or an employee representative, on these matters in response to emerging challenges, changes and/or other service improvement opportunities where the employees' professional services or workplace may be impacted. This will include, where feasible, providing an opportunity for employees to provide input on the hiring of management personnel who will be responsible for direct supervision of the employees.
- b) Matters relevant for employee consultation may be brought forward by the Employer or employees.
- c) For the purposes of this Article, an employee representative must be in the bargaining unit unless it pertains to a matter where an employee has the right to Union representation as provided for in this Agreement.
- d) Notwithstanding the above, decisions made by the Employer subsequent to employee consultation and discussions will not be subject to the Grievance and Arbitration process unless such decisions are in violation of any terms expressly provided for in this Agreement.

6.05 Position Descriptions

Within two weeks from date of hire, employees will be provided with a position description. The Employer will meet with the employee to review the position description and to discuss expectations, roles and responsibilities therein.

ARTICLE 7 UNION REPRESENTATION

7.01 Shop Stewards

- a) The Employer acknowledges the right of the Union to appoint one (1) Shop Steward per twenty-five (25) employees per worksite. The Union will inform the Employer in

writing of the name of the Steward and any subsequent change therein. The Employer shall not be asked to recognize any Steward until such notification has been received from the Union.

- b) The Shop Steward shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representative.

7.02 Union Leave

- a) The Union may request paid leave on behalf of employees as follows, and subject to operational requirements, such requests will not be unreasonably denied:
 - i) Employees designated as shop stewards shall be entitled to three (3) paid leave days per year to attend to Union business and educational seminars.
 - ii) Employees confirmed as delegates to the NAPE Triennial Convention, the NL Federation of Labour Triennial Convention, or the Canadian Labour Congress Convention shall be entitled to three (3) paid leave days to attend each convention, and such leave will not exceed nine (9) days over three consecutive years.
 - iii) Employees elected or appointed to the Union's Board of Directors shall be entitled to three (3) paid leave days per year to attend Board meetings.
- b) Notwithstanding the above, the Union may request unpaid leave for an employee to attend to Union business and subject to operational requirements, such requests will not be unreasonably denied.

7.03 Negotiating Committee

- a) The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of up to a maximum of four (4) employees, unless otherwise mutually agreed. Both parties shall have the right to equal representation.
- b) Members of the Negotiating Team shall suffer no loss in pay while attending Collective Agreement negotiations with the Employer.
- c) It is agreed that the Employer's premises and facilities will be available to the staff for the purpose of meetings and for preparing for negotiations if it does not interfere with the services of the Union and its membership.
- d) Members of the Negotiating Team shall be allowed two (2) days' paid leave in any negotiating year while preparing for Collective Agreement negotiations with the Employer. Permission to attend such meetings shall not be unreasonably withheld.

7.04 Labour Management Committee

A Labour Management Committee shall be formed consisting of equal representatives from each side. A quorum shall consist of a minimum of one (1) representative from each side. This Committee shall meet at least once every three (3) months or more often by mutual agreement between the parties to discuss employee/Employer related concerns. The Committee shall be set up within sixty (60) days of date of signing.

ARTICLE 8 HOURS OF WORK

8.01 Regular Hours

The regular hours of work for bargaining unit staff shall be thirty-seven and one-half (37 1/2) hours per week. The workday shall be from 8:30 AM to 4:30 PM.

8.02 Flexible Work Schedule

Permanent employees may request to work a flexible work schedule and, subject to operational requirements, such requests will not be unreasonably denied, provided the employee's flexible schedule does not require them to work more than 75 hours, and no less than nine (9) days within a two-week period. Employee requests to work a flexible work schedule for a period of more than eight consecutive weeks for up to one (1) calendar year will require the mutual agreement between the Employer and the Union.

8.03 Rest Periods & Meal Breaks

- a) There shall be a half-hour (1/2) unpaid meal break.
- b) Two quarter-hour (1/4) paid breaks.
- c) Employees shall be permitted to combine their breaks for a one-hour meal break.

8.04 Standby

No employees shall be required to perform standby duty.

8.05 Callback

- a) An employee who is called back to work after they have left their place of work shall be paid for a minimum of three (3) hours at the applicable overtime rate.
- b) If an employee is called back to work, they shall be paid the cost of transportation to and from work, based on Article 25.05. The minimum expense payable under this Article is twelve dollars (\$12.00) per callback.

ARTICLE 9 OVERTIME

9.01 Overtime

- a) Full-time employees will receive 1.5 times their regular hourly wage rate for all hours worked above 37.5 hours per week; and
- b) Part-time employees will receive their regular hourly wage rate for all hours worked up to 37.5 hours weekly, and 1.5 times their regular hourly wage rate thereafter.
- c) Subject to Article 8.02, where an employee has requested and received approval to work a flexible work schedule that results in additional hours worked above their regular weekly hours, the employee will not be entitled to the overtime premiums stipulated in Article 9.01 a) and b) for the additional hours.

9.02 Approval of Overtime

Whenever possible, all overtime must be expressly authorized and scheduled in advance by the Employer or their designated representative. Prior approval for overtime is not required in emergencies or exceptional circumstances related to AAHP Member servicing demands or office requirements. However, in all such cases, employees must report the overtime incurred within 48 hours.

9.03 Days of Rest

All employees will receive overtime at two (2) times their regular hourly wage rate for time worked on a scheduled day of rest for a minimum of three (3) hours and for actual hours worked thereafter.

9.04 Compensatory Time Off

- a) Employees may receive overtime pay or time off in lieu of overtime. The maximum hours that may be banked as time off in lieu is seventy-five (75) hours, unless mutually agreed to by the Employee and Employer. Employees must notify the Employer as to their preference for time-off or pay when overtime requests are submitted.
- b) The employee shall receive pay at the applicable overtime rate for hours that exceed the maximum banked hours for time-in-lieu per Article 9.04 a).

9.05 Overtime Calculation

Overtime shall be calculated in thirty (30) minute units.

ARTICLE 10 TEMPORARY ASSIGNMENT AND PROMOTIONS

10.01 Temporary Assignment

When an employee is temporarily assigned to a higher position or is designated in charge when the Employer has left the office, they shall be paid an additional three dollars (\$3.00) per hour. The designation or assignment must be an express prior assignment or designation by the Employer. The minimum period of such an assignment shall be one-half (1/2) hour and the assignment or designation shall be calculated in one-half (1/2) hour intervals at three dollars (\$3.00) per hour.

10.02 Posting and Filling Vacancies

All vacancies within the bargaining unit shall be posted for a minimum of ten (10) days. Members in the bargaining unit shall be given the first choice of a vacancy on the basis of seniority provided they have the necessary ability and competence. Where the position is to be filled from within the bargaining unit, the Employer shall endeavour to fill the position within thirty (30) days of the deadline for applications specified in the posting.

10.03 Trial Period

An employee who has accepted another position in the bargaining unit outside of their classification shall serve a three (3) month trial period. Subject to mutual agreement between the Employer and the Union, an employee may revert to their former position and salary without loss of benefits during this three (3) month period. The position of any other employee affected by this change may be adjusted up to and including layoff.

ARTICLE 11 TEMPORARY AND PART-TIME EMPLOYEES

11.01 Temporary Employees

- a) All temporary positions which, in the opinion of the Employer, are likely to exceed twenty (20) weeks in duration shall be posted in accordance with Article 10.02.
- b) Temporary employees who are laid off prior to the date specified in their Letters of Appointment shall be given two (2) weeks' notice of layoff.
- c) Upon layoff or subsequent to the end of their specified employment period, temporary employees shall retain their accrued seniority for a maximum period of 24 months.
- d) Subject to Article 23.02, temporary employees will be considered internal candidates where the Employer is filling a vacancy.

11.02 Part-Time Employees

Part-time employees shall be entitled to receive the benefits of the Agreement on a prorated basis, unless otherwise specified in this Agreement

ARTICLE 12 PROBATION AND DISCIPLINE

12.01 Probation

- a) New employees shall serve a probationary period in accordance with Article 1.01 p).
- b) The Union and the Employer may mutually agree to extend an employee's probationary period.
- c) The termination of a probationary employee is not subject to the Grievance and Arbitration process unless discrimination is alleged.

12.02 Discipline & Discharge

- a) The value of progressive discipline with the aim of being corrective in application, is recognized by both parties. Consistent with this principle and Article 6 Respectful Workplace, the Employer will meet with an employee to discuss potential issues with the employee's conduct or performance that could lead to discipline if uncorrected and provide an opportunity for the employee to correct the identified conduct or performance issue prior to issuing any disciplinary measure.
- b) Notwithstanding the above, the parties also recognize that employee misconduct or performance issues of a serious or egregious nature may warrant immediate discipline, up to and including termination.
- c) No employee shall be disciplined in any manner, including by transfer, discharge or suspension, with or without pay, reprimand or demotion except for just cause.

12.03 Discipline Procedure

Where an employee is demoted, suspended or discharged, the Employer shall, within seven (7) working days of the occurrence of any of those events, notify the employee in writing by registered mail, certified mail or hand delivery, of the specific reason(s) for the Employer's discipline plus any incidents of the employee's alleged unsatisfactory performance.

12.04 Adverse Report

- a) The Employer shall notify the employee in writing of any dissatisfaction concerning their work within seven (7) working days of the event of the complaint. This notification shall include particulars of the work performance which led to such

dissatisfaction. If this procedure is not followed, the expression of dissatisfaction shall not become a part of their record for use against them at any time.

- b) This Article shall apply in respect to any expression of dissatisfaction relating to their work or otherwise which may be detrimental to an employee's advancement or standing with the Employer. The record of the employee shall not be used against them after eighteen (18) months have elapsed, providing another warning or reprimand relating to the same or a similar offence has not been given within that period.
- c) The Employee shall be responsible for requesting the removal of adverse reports from their personal file after the eighteen (18) month period referenced in Article 12.04 b) has elapsed. The Employer shall immediately remove the adverse report as requested.
- d) The employee's written reply to such notification of dissatisfaction shall become part of their record and shall be removed when the corresponding expression of dissatisfaction is removed from their record.

12.05 Grievance and Arbitration

- a) All disciplinary actions by the Employer may be the subject of the grievance and arbitration process.
- b) Where an employee has been discharged or suspended for three (3) months or more, and where a grievance on the discharge or suspension has been referred to arbitration, the Employer and the Union agree to make their best efforts to schedule the arbitration within thirty (30) calendar days of the referral.

12.06 Re-instatement

Where it is determined that an employee has been discharged, disciplined, suspended or demoted in violation of Articles 12.02, 12.03, or 12.04, that employee shall be immediately reinstated in their former position retroactive to the date of the discharge, suspension, demotion or discipline without loss of seniority or any other benefit which they would have received if they had not been suspended, discharged, demoted, or disciplined. All references to such suspension, discharge, etc., shall be removed from the employee's file immediately.

12.07 Removal from the Workplace

If an employee is to be removed from the workplace pending an investigation by the Employer into alleged misconduct, it shall be without loss of pay or benefits.

12.08 Union Representation

Employees who are required to meet with their Employer regarding a matter that could

result in discipline or discharge shall have the right to Union representation in any such meeting as per Article 4.02 b).

ARTICLE 13 GRIEVANCE AND ARBITRATION PROCEDURE

13.01 Grievance Procedure

- a) In this Article, a grievance shall consist of a dispute concerning the interpretation, application, or alleged violation of any Article of this Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined, if necessary, by arbitration. Both parties agree to make every effort to settle such grievance through the following Steps:
- i) **Step I:** Where an employee has identified a matter that may give rise to a grievance in accordance with this Agreement, they shall immediately notify their Union representative. Where the Union representative determines the matter is subject to the grievance process, they shall file a grievance in writing on the employee's behalf with the employee's immediate supervisor within ten (10) calendar days. The supervisor shall reply to the grievance within a further ten (10) calendar days. During this period, the parties may meet to discuss the grievance, and the employee may be accompanied by their Union representative if they so desire.
 - ii) **Step II:** Following receipt of the Employer's response in Step I, should the grievance not be satisfactorily resolved, the employee's Union representative may submit the grievance to a designated representative of the Board within ten (10) calendar days. The Board designate shall render a decision within a further ten (10) calendar days.
 - iii) **Step III:** Failing settlement of the grievance at Step II, either party may submit the matter in dispute to arbitration, which submission must be made within twenty (20) calendar days of the receipt of the reply at Step II.
 - iv) **Step IV:** Within fifteen (15) calendar days of a grievance being submitted to arbitration, the Parties shall provide each other with names of three (3) arbitrators. Within fifteen (15) calendar days thereafter, should the Parties fail to reach agreement on an arbitrator either party may request the appointment of an arbitrator in accordance with the *Labour Relation Act*.

13.02 Jurisdiction of Arbitrator

An Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provision but shall have the power to set aside a decision of the Employer and to modify a disciplinary measure

imposed by the Employer.

13.03 Costs

The fees and expenses of the Arbitrator shall be borne equally by the Employer and the Union.

13.04 Extension of Timelines

The time limits referenced in Article 13.01 may be extended, in individual cases, by the consent in writing of both parties to the grievance.

13.05 Technical Objections

No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error.

13.06 Witnesses

At any stage of the Grievance and/or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. Employees appearing as witnesses shall suffer no loss of pay or benefits.

13.07 Policy Grievance

Where a dispute arises involving a question of general application or interpretation of this Agreement, the Union may initiate a grievance, and the parties may mutually agree to bypass Step I of this Article.

13.08 Mediation

The Union and Employer may, by mutual agreement in writing, agree to a mediation process for the resolution of a grievance as an alternative to arbitration. The parties must agree, in writing, on the parameters of any mediation and must also agree upon any mediator.

ARTICLE 14 VACATION LEAVE

14.01 Length of Vacation

- a) Each calendar year, full-time employees shall be entitled to annual vacation leave with pay in accordance with their hours of service as follows:

Employee Hours of Service	Vacation Leave Entitlement
Less than one thousand nine hundred and fifty (1950) hours of service (< 1 year of service)	Twelve point five (12.5) working hours (1.67 days) for each one hundred and sixty-two point five (162.5) hours of service (21.67 days of service)
One thousand nine hundred and fifty (1950) hours to less than nine thousand seven hundred and fifty (9750) hours of service (1 year to less than 5 years of service)	One hundred and fifty (150) working hours (20 working days)
Nine thousand seven hundred and fifty (9750) hours or more to less than nineteen thousand five hundred (19500) hours of service (5 years to less than 10 years of service)	One hundred and eighty-seven point five (187.5) working hours (25 working days)
Nineteen thousand five hundred (19500) hours or more to less than twenty-nine thousand two hundred and fifty (29250) hours of service (10 years to less than 15 years of service)	Two hundred and twenty-five (225) working hours (30 working days)
Twenty-nine thousand two hundred and fifty (29250) hours or more to less than thirty-nine thousand hours of service (15 years to less than 20 years of service)	Two hundred and sixty-two point five (262.5) working hours (35 working days)
Thirty-nine thousand (39000) hours of service or more (20+ years of service)	Three hundred (300) working hours (40 working days)

- b) Notwithstanding Article 14.01 a), an employee who has accrued forty-eight thousand and seven hundred and fifty (48,740) hours of service (25 years of service) shall be entitled to an additional seven point five (7.5) working hours (1 working day) of vacation leave entitlement for every additional one thousand nine hundred and fifty (1950) hours of service (1 year of service) up to a maximum of thirty-seven point five (37.5) additional working hours of vacation leave (5 working days).
- c) When an employee becomes eligible for a greater vacation leave entitlement within a calendar year, the increased entitlement shall be divided by twelve months and the employee will be entitled to additional vacation within the calendar year based upon

this monthly ratio multiplied by the remaining months in the calendar year.

14.02 Vacation Leave Period

The vacation leave period shall be from January 1 to December 31 in any year. Subject to Article 14.04, employees shall be entitled to request annual vacation throughout the year. Such requests shall be in writing and shall not be unreasonably denied.

14.03 Anticipated Vacation

- a) Permanent employees with six hundred (600) or more hours of service may anticipate their vacation in accordance with Article 14.01 to the end of the calendar year.
- b) Notwithstanding the above, an employee who has used their anticipated annual vacation leave entitlement and subsequently terminates employment prior to the end of a calendar year shall be indebted to the employer for the overdrawn amount of the anticipated vacation leave used. The Employer shall deduct the indebted amount from the employee's salary or the employee may be required to repay the amount to the employer subsequent to their termination.

14.04 Vacation Leave Requests and Approvals

- a) Selection of Vacation Dates
 - i) Employees, in consultation with their immediate supervisor, shall determine the method of selection of vacation dates for the Summer period of June 15 to September 15 by April 30 in a calendar year and for the Holiday period of December 20 to December 31 by December 1 in a calendar year.
 - ii) Where employees and the Employer are not able to reach 100% consensus on the selection of vacation dates for the Summer and Holiday periods, employees will be required to submit vacation requests in accordance with Articles 14.04 b) and c). The Employer will consider such requests on a seniority basis for the 1st year of implementation of this Agreement and on a rotational basis for all subsequent years.
 - iii) New employees hired within a calendar year shall be required to adhere to any vacation date selection process that has already been approved in accordance with Article 14.04 a) i) for that calendar year, and all employees will be subject to Articles 14.04 a) i) and ii) each calendar year thereafter.
- b) Where a process for the selection of Summer Vacation dates has not been determined in accordance with Article 14.04 a) i) , requests for Summer Vacation period shall be determined as follows:
 - i) All employee vacation leave requests within a calendar year for the period of

June 15 to September 15 must be submitted to the Employer no later than April 15.

- ii) The Employer will notify employees, in writing, of the approved summer vacation schedule by April 30.
 - iii) Subsequent to April 30, employees may submit requests to change or increase their approved summer vacation request and such requests will be considered subject to operational requirements.
- c) Where a process for the selection of Holiday Vacation dates has not been determined in accordance with Article 14.04 a) i) , requests for the Holiday Vacation period shall be determined as follows:
- i) All employee vacation leave requests within a calendar year for the period of December 20 to December 31 must be submitted to the Employer no later than November 15.
 - ii) The Employer will notify employees, in writing, of the approved holiday vacation schedule by November 30.
 - iii) Subsequent to November 30, employees may submit requests to increase or change their approved holiday vacation request and such requests will be considered subject to operational requirements.
- d) Employee vacation leave requests outside of the Summer and Holiday Vacation Leave periods shall be subject to the following requirements:
- i) Requests for vacation leave for two consecutive weeks or more must be submitted at least six weeks in advance of the anticipated vacation period. The Employer will provide a written response to the request within 5 working days from receipt of the request, and such requests will not be unreasonably denied;
 - ii) Requests for vacation leave for five (5) to up to nine (9) consecutive workdays must be submitted at least two weeks in advance of the anticipated vacation period. The Employer will provide a written response to the request within 3 working days from receipt of the request, and such requests will not be unreasonably denied;
 - iii) Requests for vacation leave for less than five (5) consecutive workdays must be submitted at least two (2) days in advance of the anticipated vacation days. The Employer will provide a written response to the request within one (1) working day from receipt of the request, and such requests will not be unreasonably denied.

- iv) Notwithstanding Articles 14.04 d) i), ii), and iii), the Employer will endeavor to approve other short-term vacation leave requests as reasonably possible.

14.05 Carry-Forward

Employees may carry forward to another year any proportion of their unused vacation leave entitlement from prior years, up to a maximum of their annual vacation leave entitlement in any given year.

Employees who have exceeded their annual vacation carry-over limit will be notified on December 1 of each calendar year and shall receive pay in lieu of their excess vacation leave by December 31 unless otherwise agreed between the Employer and employee.

14.06 Substitution of Leave

- a) An employee who, while on vacation leave, qualifies for bereavement leave shall have the appropriate number of days credited back to their annual vacation leave entitlement.
- b) An employee who has exhausted their leave entitlements under Article 17 Personal and Pressing Necessity Leave and Article 16 Health and Wellness Leave may request to use their vacation leave subject to eligibility requirements for these respective Articles.

14.07 Call Back from Paid Leave

Once approved, vacation leave shall not be changed except by mutual consent between the employee and the Employer. Should an employee agree to work during their approved leave, when requested by the Employer, they shall be paid two (2) times their regular rate of pay for the hours that were approved for paid leave on that day, and the vacation leave shall be reinstated.

14.08 Personal Leave Records

The Employer shall issue a statement to each employee in January of each year advising the employee of the amount of vacation leave remaining to the employee's credit as of December 31 of the preceding calendar year, and the amount of vacation leave used in the previous year.

14.09 Termination of Employment

When the employment of an employee is terminated, the employee or their estate shall be paid any earned and unused vacation leave up to a maximum of their annual vacation leave and carry-over entitlements.

14.10 Vacation Leave for Part-time Employees

Annual vacation leave entitlements and any other applicable requirements under Article 14 shall be prorated for part-time employees based on the ratio of their regular part-time hours to full-time hours.

ARTICLE 15 HOLIDAYS

15.01 Designated Holidays

Employees shall receive one (1) working day of paid leave for each of the designated twelve (12) statutory holidays as follows:

- a) New Year's Day
- b) St. Patrick's Day
- c) Good Friday
- d) Commonwealth Day
- e) Memorial Day
- f) Municipal Holiday (first Monday in August, or Regatta Day, as agreed by the employees)
- g) Labour Day
- h) National Day of Truth and Reconciliation
- i) Thanksgiving Day
- j) Armistice Day
- k) Christmas Day
- l) Boxing Day

15.02 New Holidays

Should any new holiday not routinely scheduled be specifically proclaimed by Provincial authorities, it shall be granted to employees within the scope of this Agreement.

15.03 Work on Holiday

When an employee is required to work on the designated holiday, they shall be entitled to, at their option, pay at the rate of double-time or compensatory time off at the rate of double time. Time off shall be taken at a time mutually agreed upon by the Employer and the employee. This is in addition to being paid for the designated statutory holiday.

15.04 Holiday while on Paid Leave

Vacation leave credits shall not be deducted from an employee's vacation leave entitlements for a statutory holiday that occurs during an employee's vacation leave period.

15.05 Statutory Holiday falling on a Saturday and/or Sunday

If a statutory holiday falls on a Saturday and/or Sunday, it shall be observed on the day declared for observation by the appropriate authority.

ARTICLE 16 HEALTH AND WELLNESS LEAVE

16.01 Health and Wellness Leave Eligibility

- a) Employees shall be eligible for Health and Wellness leave for:
 - i) periods of personal illness or to attend to preventative or required medical/dental appointments; and/or
 - ii) to care for their ill child or immediate family member and/or to attend to preventative or required medical/dental appointments for their dependent children or immediate family members.
- b) For the purposes of this Article, “immediate family” member or “employee’s child” means:
 - i) The employee’s spouse (including common law) and dependent child(ren);
 - ii) The employee’s parent or parent-in-law; or
 - iii) Any other relatives residing in the same household.

16.02 Health and Wellness Leave Entitlements

- a) Full-time employees shall be eligible to accumulate Health and Wellness Leave credits at the rate of one and three-quarters (1.75) working days (or 13.125 working hours) per month for each calendar month of continuous employment up to a maximum of one hundred and sixty (160) working days (or 1200 working hours).
- b) Each year, an employee may reserve nine working days (or 67.5 working hours) of their Health and Wellness leave credits for the purposes of 16.01 a) ii).
- c) Part-time employees shall be eligible to accrue Health and Wellness Leave credits on a prorated basis based on the ratio of their regular part-time hours to full-time hours.
- d) Except in the case of sudden illness or a health emergency, an employee availing of leave under this Article shall:
 - i) provide at least two days notice to the Employer for scheduled appointments and as much notice to the Employer as is reasonably possible for all other circumstances; and

- ii) where appropriate, have endeavoured to a reasonable extent to schedule appointments during off-duty hours.
- e) Permanent employees with six hundred (600) or more hours of service may anticipate their annual Health and Wellness leave entitlements in accordance with Article 16.01 a) and b) to the end of the calendar year. Notwithstanding the above, an employee who has used their anticipated annual leave entitlement and subsequently terminates employment prior to the end of a calendar year shall be indebted to the employer for the overdrawn amount of the anticipated leave used.

16.03 Medical Certificates

- a) The Employer reserves the right to request a medical certificate or supporting documentation from an employee for any period of use of eight consecutive days or more of their Health and Wellness Leave or in the case of a suspected pattern of abuse.
- b) Notwithstanding the above, an employee who has a chronic or ongoing medical condition may submit medical documentation at the start of each calendar year. Subject to acceptance of the documentation by the Employer, the employee shall not be required to submit subsequent medical documentation associated with the medical condition for the remainder of the year when leave is taken.

16.04 Deductions from Health and Wellness Leave

A deduction shall be made from accumulated health and wellness leave of all working time absent under Article 16. The minimum period of leave that can be taken under this Article is one (1) hour.

16.05 Extension and Expiry of Health and Wellness Leave

- a) When an employee has exhausted their Health and Wellness leave entitlements, they may elect to use their accrued vacation leave or compensatory banked leave in accordance with all requirements under this Article.
- b) Notwithstanding Article 16.05 a), an employee with more than five (5) years of service who has exhausted their health and wellness leave credits may request, in the event of illness in excess of fifteen (15) days, an extension of their health and wellness leave to a maximum of fifteen (15) working days. This leave extension shall be repaid by the employee upon their return to duty as a deduction from their normal monthly accumulation.
- c) Where the employee is not eligible to avail of other paid leaves as per a) and b) above, and subject to Article 16.01, the maximum consecutive period of paid and unpaid leave an employee is eligible for under this Article is fifty-two (52) weeks and an employee shall accumulate service for seniority only during the period of unpaid

leave.

- d) Notwithstanding Article 16.05 c), should the employee provide proof of receipt of Employment Insurance Caregiver Leave benefits or Sick Leave benefits while on unpaid leave, the employee shall continue to be eligible for all benefits under this agreement for the period they are in receipt of these EI Benefits.
- e) Where an employee has used the maximum annual Health and Wellness leave entitlement specified in Article 16.02 b), they may request to use any additional Health and Wellness leave they have accumulated provided such leave is available.

16.06 Health and Wellness Leave Records

The Employer shall issue a statement to each employee in January of each year advising them of the balance of their Health and Wellness leave credits as of December 31 and the credits used during the previous year.

16.07 Injury on Duty

An employee who is injured during working hours and is required to leave for treatment or must go home as a result of such injury shall receive payment for the remainder of the workday at their regular rate of pay without deduction from their Health and Wellness leave entitlement and without loss of benefits.

16.08 Health and Wellness Leave While on Layoff

Subject to Articles 23.02 and 23.03 c), a permanent employee who has been laid off shall retain their accrued Health and Wellness leave credits for a maximum period of 24 months from the date of layoff. Should the employee be recalled and return to work during this period, they will be eligible to use their accrued leave entitlements in accordance with this Article.

16.09 Position Protection

Upon their return to work after an approved leave under this Article, an employee shall be eligible to return to their position, or subject to operational requirements, to a position of comparable pay and benefits.

ARTICLE 17 PERSONAL AND PRESSING NECESSITY LEAVE

17.01 Personal and Pressing Necessity Leave

- a) Full-time employees shall be granted up to four (4) days (or 30 working hours) of paid leave for personal or pressing necessity purposes in any calendar year related to significant family milestone events and/or to attend to other urgent issues, including,

but not necessarily limited to:

- i) attending to the needs related to the birth or adoption of an employee's child;
 - ii) attending meetings with school authorities, including but not limited to parent-teacher conferences;
 - iii) attending Supreme Court of NL, Family Division or other related meetings;
 - iv) attending meetings with lawyers, accountants, or other professionals for personal matters;
 - v) attending veterinary appointments;
 - vi) due to daycare or school closure or due to the temporary lack of childcare;
 - vii) attending kinderstart sessions and/or school or daycare orientations, assemblies, concerts, or special events; and
 - viii) attending to any other personal matters of a pressing necessity, where pressing necessity shall be defined as a sudden or unusual occurrence that could not, by the exercise of reasonable judgement, have been foreseen by the employee and which requires the immediate attention of the employee.
- b) An employee availing of leave under this Article shall:
- i) provide as much notice to the Employer as is reasonably possible and the nature of their leave;
 - ii) provide to the Employer valid reasons why such leave is required; and
 - iii) where appropriate, have endeavoured to a reasonable extent to schedule such events and appointments during off-duty hours.
- c) Notwithstanding Article 17.01 b), an employee must have prior approval to use three (3) or more consecutive days of personal or pressing necessity leave.
- d) Employees shall not be permitted to change any other leave to personal or pressing necessity leave but shall be entitled to change this leave to compassionate or health and wellness leave and the leave will be credited back to the employee's personal and pressing leave annual entitlement.
- e) An employee who has exhausted their personal or pressing necessity leave may be entitled to use vacation leave or accrued compensatory time in lieu for purposes outlined in Article 17.01. Where the employee's entitlements for these leaves have also been exhausted, the employee may request leave without pay. Such requests shall not unreasonably be denied.
- f) An employee may not carry over nor be entitled to pay for any unused portion of their personal and pressing necessity leave entitlement in any calendar year.
- g) Personal and pressing necessity leave entitlements, and any other applicable requirements under Article 17.01, shall be prorated for part-time employees based on the ratio of their regular part-time to full-time hours.

ARTICLE 18 COMPASSIONATE LEAVE

18.01 Compassionate Leave

Compassionate leave with pay shall be awarded to an employee as follows:

- a) in the case of the death of an employee's spouse (including common-law spouse), child, mother, father, brother, sister, legal guardian, stepchild, stepmother, stepfather, mother-in-law, father-in-law, or grandchild - five (5) days;
- b) in the case of the death of an employee's grandfather, grandmother, son-in-law, daughter-in-law, brother-in-law, sister-in-law or near relative living in the same household - three (3) days;
- c) in the case of their aunts, uncles, and family pets - one (1) day.

18.02 Travel outside the Province

If the death of a relative referred to in Articles 18.01 a) and b) occurs outside the province, the employee may be granted leave with pay not exceeding four (4) days for the purposes of attending the funeral outside the province.

18.03 Extraordinary or Special Circumstances

In cases where extraordinary or special circumstances exist, the Employer, at their discretion, may grant special leave with or without pay. In the case of special leave with pay, it shall be for a maximum of two (2) days in addition to that provided elsewhere in this Article.

18.04 Additional Leave

The employer recognizes that each employee may experience the loss of a partner, child or immediate family member differently, thus, if an employee wishes to avail of other eligible leave entitlements as per this Collective Agreement, they may request the same, and such a request shall not be unreasonably denied.

18.05 Perinatal Loss

An employee who experiences perinatal loss is entitled to leave with pay for a period of up to (3) days.

ARTICLE 19 MATERNITY AND PARENTAL LEAVE

19.01 Request for Maternity and Parental Leaves

Employees are eligible for maternity and parental leaves related to pregnancy and/or the

birth or adoption of a child in accordance with applicable legislation up to a maximum of seventy-eight (78) weeks in total. Employees are only eligible to avail of parental leave within the seventy-eight (78) week period following the birth or adoption of their child.

19.02 Service While on Maternity and Parental Leaves

While on leave under this Article, an employee shall continue to accumulate service for seniority, vacation leave, personal and pressing necessity, health and wellness leave, step progression and length of vacation to a maximum of seventy-eight (78) weeks.

19.03 Early Maternity Leave

Subject to Article 19.01, an employee may commence maternity leave at the beginning of their sixth month of pregnancy.

19.04 Notice Periods for Commencement of Maternity and Parental Leave

Employees shall provide at least four (4) weeks' notice to the Employer prior to the commencement of maternity or parental leave. Notwithstanding this requirement, an employee who is not able to provide the required notice due to personal or health-related considerations shall not be subject to discipline.

19.05 Return to Work

Employees shall give the Employer at least two (2) weeks' notice of their intention to return to work.

19.06 Period of Protection

- a) An employee resuming employment after maternity and/or parental leave in accordance with this Article shall be reinstated in all respects to their previous position or, subject to operational requirements, to a comparable position that offers the same salary and benefits.
- b) Notwithstanding Article 19.06 a), a temporary employee shall not be eligible to return to their position where the term of their temporary position expired while the employee was on maternity or parental leave.

19.07 Additional Leave

- a) An employee may request vacation leave immediately prior to or following their maternity or parental leave, and such requests will not be unreasonably denied.
- b) When an employee is unable to return to work after the expiration of their maternity or parental leave, the Employer may grant unpaid leave up to a maximum of three (3) months, during which the employee shall earn service for seniority purposes.

19.08 Purchase Service for Pension Purposes

Employees availing of maternity and parental leave shall be eligible to purchase service for pension purposes in accordance with Article 26.01.

19.09 Supplemental Employment Allowance

a) A permanent employee who has worked with the employer for a minimum period of twelve (12) months and who has been granted maternity/adoption/parental leave without pay shall be paid a Supplemental Employment Allowance (SEB) provided that the employee:

i) provides the Employer with proof they have applied for and/or are in receipt of maternity or parental benefits pursuant to Section 22 or Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer; and

ii) has signed an agreement with the Employer stating that:

(1) the employee will return to work on the expiry date of the maternity/adoption/parental leave without pay unless the employee has requested and received the Employer's approval to use paid leave to extend their return-to-work date; and

(2) within eighteen (18) months following the employee's return to work the employee will work a minimum number of equivalent weeks for which the employee received the SEB.

(3) should the employee fail to return to work in accordance with subparagraph (2) above, for reasons other than death, lay-off prior to the contract end date, early termination due to lack of work, or having become disabled, the employee will be indebted to the Employer for the full amount of the SEB the employee has received;

(4) should the employee return to work but fails to work the total number of weeks as specified in subparagraph (2) for reasons other than death, lay-off prior to the contract end date, early termination due to lack of work, or having become disabled, the employee will be indebted to the Employer for the remaining prorated amount of the SEB they had received.

b) For the purpose of Articles 19.09 a) ii) (2), (3), and (4) above, periods of approved leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked.

- c) Employees will be eligible to receive SEB payment amounts as follows:
- i) A top up to their Employment Insurance payments up to 100% of the employee's regular gross salary for the period of time they are in receipt of EI Maternity, Parental or Adoption benefits to a maximum number of fifty-two (52) weeks. Where an employee has opted to avail of the extended EI parental benefits, the SEB shall be pro-rated over the extended period selected.
 - ii) Where an employee is subject to a waiting period of one (1) week before receiving Employment Insurance maternity or parental benefits, up to 100% of the employee's regular gross weekly rate of pay. An employee shall not be eligible for the SEB for more than one EI benefit one (1) week waiting period related to the same pregnancy or adoption.
 - iii) Should the employee receive any other monies that result in a decrease to their Employment Insurance benefits, the employee's SEB payments will be reduced by the equivalent amount of the reduction in EI benefits.
 - iv) The Employer will not reimburse the employee for any amount the employee is required to remit to the Government of Canada where their annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
 - v) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity/adoption/parental allowance, the allowance shall be adjusted accordingly.

ARTICLE 20 GENERAL LEAVES

20.01 Paid Jury or Court Witness

The Employer shall grant a leave of absence without loss of seniority, or accumulative benefits to an employee who serves as a juror or witness in any Court. The Employer shall pay the employee the difference between their normal earnings and the payment they receive for jury or Court witness service. The employee will present proof of service, and the amount of pay received. An employee will suffer no loss of pay or accumulative benefits for time spent as a Court witness in any matter arising out of their employment.

20.02 Election Leave

An employee shall be granted leave with pay to vote in a Municipal, Provincial, Federal, or School Board election.

20.03 Professional Development Leave

- a) Where the Employer requires the employee to take a course or exam as a condition

of their employment, the employee shall be granted leave with pay to attend the course during regular working hours. The employee shall be entitled to the applicable overtime rates for any time they are required to participate in the course outside of regular working hours. The Employer shall also be responsible for any associated costs of the employee's participation in the course, including the costs of required texts, tuition, incidental course fees or the employee's travel expenses.

- b) Employees shall be granted three (3) paid days (or 22.5 working hours) of leave per year to attend professional advancement conferences and courses that are not mandated by the Employer. An employee may request additional paid or unpaid leave days for this purpose and/or a request to have some or all of the associated expenses reimbursed by the Employer. The approval of such requests shall be subject to the Employer's discretion. An employee shall not be paid for unused paid professional advancement days nor eligible to carry-over the unused days from year to year.

20.04 Domestic Violence Leave

- a) The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance and performance at work.
- b) An employee experiencing domestic violence will be able to access special leave with pay, not exceeding five (5) days of paid leave in the aggregate in a calendar year, and up to five (5) additional days of leave without pay during the year, for attendance at medical appointments, legal proceedings, and any other necessary activities 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, and impacted or seriously affected by domestic violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days, or as a fraction of a day, without prior approval. An employee may be required to provide the employer with reasonable verification of the necessity of the leave.
- c) All personal information concerning domestic violence will be kept confidential in line with relevant Legislation. No information will be kept on an employee's personal file without their express written permission.
- d) The Employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.
- e) An employee experiencing domestic violence may request workplace accommodations related to this matter and such requests will not be unreasonably denied.

20.05 Citizenship Leave

Employees shall be entitled to one half (1/2) day of paid leave to attend a citizenship ceremony to receive their certificate of citizenship, as provided for under the Citizenship Act (Canada).

ARTICLE 21 SPECIAL LEAVE WITHOUT PAY

21.01 Short-Term Leave Without Pay

- 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 vacation leave available.
- b) Subject to the operational requirements and the availability of qualified replacement staff, the Employer may provide a permanent employee who has completed two (2) years of service with one hundred and sixty-two point five (162.5) hours of unpaid leave during their total employment with the Employer, during which they shall earn service for seniority only and provided that the permanent employee would not have been laid off during the period of unpaid leave. This leave does not necessarily have to be taken consecutively, but cannot be taken in amounts of less than fifteen (15) hours at a time.

21.02 Extended Leave of Absence Without Pay

- a) A permanent employee who has completed three (3) years of continuous service may be granted a leave of absence without pay up to a maximum period of twelve (12) consecutive months. Employees shall be required to submit a written request for leave under this Article at least three months in advance of their requested leave period, and such requests shall not be unreasonably denied, subject to operational requirements and the availability of qualified replacement staff. Employees shall not be entitled to any benefits of this Agreement during an unpaid leave of absence except that while on such leave, they shall continue to accumulate service for seniority purposes. They shall also retain any benefits accrued prior to commencing leave but will not be eligible to access these benefits until they return to work.
- b) Where a permanent employee on unpaid leave in accordance with Article 21.02 a) has with an additional three (3) years of service, they may request an additional twelve (12) months of leave (up to a maximum of twenty-four (24) consecutive months' of unpaid leave when a) and b) are totalled) without the necessity of having to return to work. A request for such an extension must be submitted in writing at least 4 weeks in advance of the employee's approved return to work date under Article 21.02 a) and must be made by mutual agreement between the Union and the Employer.
- c) Notwithstanding Article 21.02 a) and b), a permanent employee with five (5) years of

continuous service may be granted an initial extended leave of absence for educational purposes of up to 24 consecutive months. Approval of such requests shall be subject to operational requirements, the availability of qualified replacement staff, and the submission of documentation to the employer confirming the employee's registration and enrollment at an educational institution. The employee shall not accrue any benefits of this Agreement except service for seniority while on this unpaid educational leave.

- d) The minimum amount of unpaid leave an employee may request under this Article is eight (8) weeks.
- e) An employee granted leave under this Article who elects to return to work prior to the end of their approved leave period shall be required to provide written notification to the Employer of at least one (1) month in advance of their date to return to work.
- f) Employees availing of an extended leave of absence without pay shall be entitled to return to their position at the end of their leave period, or subject to operational requirements, a position of equivalent pay and benefits.

ARTICLE 22 ADVERSE WEATHER CONDITIONS

22.01 State of Emergency and Adverse Weather Conditions

Employees shall not lose pay as a result of their inability to report for work due to adverse weather conditions necessitating a state of emergency declared by either the Employer or the appropriate Provincial or Municipal authority. Employees who are sent home by the Employer due to adverse weather conditions shall not be required to compensate the Employer in any way for the time lost.

22.02 Unable to Report or Reporting Late

- a) Employees who are unable to report to work due to adverse weather conditions that do not necessitate the closure of the office shall have the option of working from home, using annual leave or compensatory time off to avoid an interruption in earnings.
- b) Employees who report for work late due to adverse weather conditions shall not lose pay.

ARTICLE 23 TERMINATION AND LAYOFF

23.01 Notice

Permanent employees shall give four (4) weeks' notice or such further time period as is

possible of their intention to terminate employment. Temporary employees shall give two (2) weeks' notice of their intention to terminate employment.

23.02 Loss of Seniority

- a) Seniority shall be forfeited when an employee:
 - i) resigns or retires; or
 - ii) is dismissed for just cause; or
 - iii) is suspended for just cause, for the period of the suspension; or
 - iv) is laid off for a period of twenty-four (24) months or more; or
 - v) fails to return to work upon recall under the provisions of Article 23.03 c), subject to the understanding that an employee has the right to refuse recall to a position other than the one they were in at the time of layoff.

23.03 Layoff

- a) Employees shall only be laid off in reverse order of seniority. For the purposes of this Article, temporary employees are considered junior to permanent employees.
- b) Permanent employees shall receive one (1) month's notice of layoff. Temporary employees shall receive two (2) weeks' notice when they are laid off earlier than the specified term of their employment. Where an employee does not receive the required notice under this Article, they shall receive pay in lieu of the notice.
- c) Permanent employees who have been laid off in accordance with Articles 23.03 a) and b) shall be eligible for recall in order of seniority to positions within their classification or other vacant positions provided the employee has the qualifications, fitness and ability to perform the duties required. The Employer shall serve notice of recall to a laid off employee via email or registered mail and by telephone where feasible. Employees shall be responsible for ensuring the Employer has their current email and contact information and shall have three weeks upon receipt of the recall notice to accept the recall to employment.
- d) Subject to Article 23.03 c), no new employees shall be hired until permanent employees who are on layoff status or under notice of layoff have been given the opportunity of recall.

ARTICLE 24 SALARIES

24.01 Salaries

The salaries for employees covered by this Agreement are outlined in Schedules "A".

24.02 Payment

Employees shall be paid bi-weekly, and the pay cheques will be accompanied by a statement containing the following: gross pay, overtime, special premiums and allowances, deductions, and net pay.

24.03 Reclassification

An employee has the right to request reclassification of their position in accordance with Schedule B of this Agreement.

24.04 Step Progression

Employees shall progress one (1) step on their respective salary scales on the date when one thousand nine hundred and fifty (1950) regular hours of work has been accumulated and thereafter when each additional one thousand nine hundred and fifty (1950) regular hours of work has been accumulated until they reach the maximum Step on their salary scale. For the purposes of this clause, regular hours of work includes actual hours worked (excluding overtime), designated holiday hours and time that would regularly be worked while an employee is on approved leaves unless otherwise specified in this agreement.

ARTICLE 25 GENERAL BENEFITS

25.01 Medical Expenses

Medical examinations, x-rays, etc., required by the Employer shall be provided free of charge to the employee.

25.02 Parking

Parking facilities shall be provided free of charge to employees at the Employer's office.

25.03 Professional Fees

Subject to receipts, the Employer shall reimburse an Employee for professional Licensure, Certification, Registration or Designation fees when an employee is required to maintain these credentials as a condition of employment.

25.04 Telephone allowance

Employees who are required to have a cellular telephone as a condition of employment will receive reimbursement up to a maximum of \$140.00 per month , subject to the provision of their monthly personal cellular telephone receipts. The Employer will provide such employees with a business cellular telephone should the they choose not to use their personal cellular telephones for work purposes.

25.05 Travel

- a) Employees who are required to travel on Association business, including use of their private vehicle on an occasional basis, shall be reimbursed in accordance with the eligible travel expenses outlined in the AAHP's Financial Policy in effect as of September 21, 2021, and to use the associated expense reimbursement process. These expenses include, but are not limited to, mileage and meal rates, incidental rates, business insurance and childcare expenses.
- b) Should the AAHP update the eligible travel expenses in its Finance Policy prior to the end of this Agreement, employees will be eligible for any higher applicable travel expense allowances effective the date of the policy changes.
- c) Notwithstanding the above, employees will only be eligible to claim childcare expenses when they are on mandated travel on behalf of the employer outside of their regular work hours. Where possible, employees shall submit a request for prior approval for anticipated childcare expenses to be incurred.
- d) Should the AAHP update the eligible travel expenses in its Finance Policy prior to the end of this Agreement, employees will be eligible for any higher applicable travel expense allowances effective the date of the policy changes. If its Finance Policy reduces a benefit, employees will continue to be eligible for any such benefit for the term of this Agreement.

ARTICLE 26 PENSION, INSURANCE AND RRSPS

26.01 Pension Plans

- a) The Employer will contribute, on behalf of the employee, the Employer's portion of contribution into the appropriate Public Service Pension Plan, governed by Provident10, to the maximum prescribed by the Public Service Pension Plan, which will include the Employer's portion of the Canada Pension Plan contributions.
- b) Full-time employees shall participate in the Public Service Pension Plan, and such participation is mandatory.
- c) Upon return to work following an approved unpaid leave of absence, an employee

may have the period of leave credited for pension purposes in accordance with applicable legislation for the Public Service Pension Plan and relevant Provident10 administrative policies.

- d) Part-time employees are not eligible to participate in the Public Service Pension Plan. For part-time employees, the Employer will match the employee's payments to a Registered Retirement Pension Plan (RRSP) with a licensed and registered Canadian financial institution up to a maximum of 7% of the employee's annual salary each year. The employee shall be responsible for setting up the RRSP account. Where an employee elects to make RRSP payments under this Article, the Employer shall make the payments directly to the financial institution bi-weekly and the employee's share shall be deducted from their gross pay on their behalf. The employee may elect to cancel their RRSP contributions upon giving three (3) weeks' notice to the employer.

26.02 RRSP Contributions

At the request of the employee, the Employer will remit a portion of the employee's salary towards an RRSP.

26.03 Health Care Spending Account (HCSA)

- a) Employees will be eligible to receive reimbursement for up to \$4500 per calendar year for eligible health care expenses for themselves, dependents, and their spouse (including common-law). All medical expenses deemed eligible by the Canada Revenue Agency (CRA) are eligible for reimbursement under this account. Eligible costs may include, but not be limited to, paramedicine services, counselling services, health care plan premiums, secondary health care costs associated with a primary plan, medication, vision and dental. Employees are required to provide receipts in line with applicable privacy and employer policies.
- b) During their probationary period, permanent employees will be eligible to receive reimbursements under the Health Care Spending Account on a prorated monthly basis for the duration of their probationary period term. Subsequent to the successful completion of their probationary period, employees may claim expenses as required up to the maximum annual limit of \$4500.
- c) Temporary employees will be eligible for the Health Care Spending Account on a prorated monthly basis for the term of their employment up to a maximum of \$4500 per year.
- d) Unused annual Health Care Spending Account balances or expenses cannot be carried forward. Employees may only claim expenses incurred during the current calendar year, and any unused account balances will be forfeited by the employee.

26.04 Wellness Account

- a) Employees will be eligible to receive reimbursement for up to a total of \$1500 per calendar year for health and wellness expenses not eligible under the Health Spending Account (HSA) aimed at maintaining or enhancing better psychological, physical health, and/or socio-economic health. Expenses related to an employee's dependents or spouse are not eligible under the Wellness Account.
- b) A minimum of \$400 of eligible Wellness Account expenses is limited to an employee's expenses for life and/or long and short-term disability insurance premiums.
- c) During their probationary period, permanent employees will be eligible to receive reimbursements under the Wellness Account on a prorated monthly basis for the duration of their probation. Subsequent to the successful completion of their probationary period, employees may claim expenses as required up to the maximum annual limit of \$1500.
- d) Temporary employees will be eligible to receive reimbursements under the Wellness Account on a prorated monthly basis for the term of their employment up to a maximum of \$1500 per year.
- e) Amounts received by an employee as reimbursement under the Wellness Account will be considered a taxable employee benefit.
- f) Unused annual Wellness Account balances or expenses cannot be carried forward. Employees may only claim expenses incurred during the current calendar year and any unused account balances will be forfeited by the employee.

26.05 Employee Assistance Support

- a) The Parties recognize that employees may require support to address issues and situations that are seriously affecting their work, well-being, and family. Examples include, but are not limited to, counselling services related to issues such as addictions, conflict, coping with illness, family problems, financial concerns, grief and loss, marriage or relationship issues, mental and/or emotional health concerns, stress management, workplace problems, work-life balance and other issues which may negatively impact the employee and/or workplace.
- b) An employee who requires Employee Assistance Support is eligible to claim related expenses in accordance with the requirements and maximum limits prescribed under Article 26.03 Health Care Spending Account (HCSA) and/or Article 26.04 Wellness Account.

ARTICLE 27 TECHNOLOGICAL CHANGE

27.01 Advance Notice

Technological change shall mean the automation or mechanization of equipment, or the introduction of new equipment, which will affect the rights and benefits of an employee as provided for under this Collective Agreement. The Employer will notify the Union prior to the introduction of any technological change.

27.02 Consultation

Meetings will be arranged between the Union and the Employer within thirty (30) days of the Employer's notification to the Union for the purpose of consulting on the effect of the change or to discuss training needs.

27.03 Training Benefits

- a) In the event of technological changes that require new or greater skills than those possessed by the employees affected, and where such employees would otherwise be laid off, training shall be provided to them. A reasonable period of time shall be allowed for employees taking such training. Where required, leave for such training shall be with pay.
- b) Where an affected employee elects not to avail of training as provided for under Article 27.03 a), or where the technological change results in the elimination of the job of the employee, the Employer agrees that, where possible, the effect on the employee of changes contemplated by Article 27.01 will be minimized by transfer or reassignment within the Employer's employ, provided work is available, and the employee is qualified to perform the work available.
- c) An employee who is transferred or re-assigned in accordance with Article 27.03 b) will not suffer any reduction in their regular salary unless such employee has refused, without giving reasons acceptable to the Employer, to avail of training in accordance with Article 27.03 a).

27.04 No New Employees

No new employees will be hired by the Employer to replace employees affected by the technological change until the employees already employed and affected by the change have been notified and allowed an opportunity to retrain in accordance with Article 27.03.

ARTICLE 28 EMPLOYER LIABILITY

28.01 Employer Liability

The Employer agrees to indemnify and save harmless any employee covered by this Agreement from and against any liability incurred by the employee by reason of any actions taken by the employee within the scope of their employment with the Employer provided they acted honestly and in good faith with a view to the best interests of the Employer.

ARTICLE 29 CONTRACTING OUT

29.01 Contracting Out

- a) Notwithstanding Article 4.04, the Employer shall provide sixty (60) calendar days advance notice to the Union of its intent to contract out work of the bargaining unit. The Employer will consult the Union during this notice period regarding potential alternatives to contracting out and/or options to minimize any negative impacts on employees.
- b) Where an employee is due to be laid off as a result of the Employer's decision to contract out work of the bargaining unit, the employee shall continue to receive their salary and benefits in lieu of notice at the time of contracting out up to a maximum of six months.
- c) Employees who are not laid off by the Employer's decision to contract out work shall suffer no reduction in their annual salary, benefits or hours of work.

ARTICLE 30 RETROACTIVITY

30.01 Retroactivity

All salary and benefits are retroactive to the dates incorporated in this Agreement.

ARTICLE 31 TERM OF AGREEMENT

31.01 Term of Agreement

This Agreement constitutes the entire agreement between the parties and shall take effect for forty-eight (48) months beginning January 1, 2025, and ending December 31, 2028.

31.02 Notice to Bargain

- a) Subject to Article 31.01, this agreement shall continue in force from its effective date and from year to year thereafter, unless either party gives the other party notice in

writing within ninety (90) days prior to the termination date of its desire to change or amend the agreement.

- b) Either party desiring to propose changes to this Agreement shall within thirty (30) calendar days following receipt of notice under Article 31.02 a) 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.

SCHEDULE A SALARIES

Salaries

Signing Bonus: Employees will be paid \$2000 as a signing bonus effect date of signing of this Agreement

Annual General Economic Increases (GEIs)

January 1, 2025	2%
January 1, 2026	2%
January 1, 2027	2%
January 1, 2028	2%

Effective January 1, 2025

Administrative Officer	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
<i>Hourly Rate</i>	\$32.59	\$33.47	\$34.36	\$35.27	\$36.17	\$37.08	
<i>Bi-Weekly</i>	\$2,444.44	\$2,509.98	\$2,577.29	\$2,645.49	\$2,712.79	\$2,780.99	
<i>Annually</i>	\$63,555.33	\$65,259.53	\$67,009.43	\$68,782.66	\$70,532.56	\$72,305.79	
Labour Relations Officer	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
<i>Hourly Rate</i>	\$48.25	\$50.89	\$53.67	\$56.45	\$59.24	\$61.78	\$64.34
<i>Bi-Weekly</i>	\$3,618.67	\$3,816.55	\$4,025.24	\$4,233.94	\$4,442.63	\$4,633.61	\$4,825.57
<i>Annually</i>	\$94,085.51	\$99,230.25	\$104,656.30	\$110,082.36	\$115,508.41	\$120,473.76	\$125,464.71

Effective January 1, 2026

Administrative Officer	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
<i>Hourly Rate</i>	\$33.24	\$34.14	\$35.05	\$35.98	\$36.89	\$37.82	
<i>Bi-Weekly</i>	\$2,493.32	\$2,560.18	\$2,628.83	\$2,698.40	\$2,767.05	\$2,836.61	
<i>Annually</i>	\$64,826.44	\$66,564.73	\$68,349.62	\$70,158.32	\$71,943.21	\$73,751.91	
Labour Relations Officer	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
<i>Hourly Rate</i>	\$49.21	\$51.91	\$54.74	\$57.58	\$60.42	\$63.02	\$65.63
<i>Bi-Weekly</i>	\$3,691.05	\$3,892.88	\$4,105.75	\$4,318.62	\$4,531.48	\$4,726.28	\$4,922.08
<i>Annually</i>	\$95,967.22	\$101,214.85	\$106,749.43	\$112,284.00	\$117,818.58	\$122,883.24	\$127,974.00

Effective January 1, 2027

Administrative Officer	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
<i>Hourly Rate</i>	\$33.91	\$34.82	\$35.75	\$36.70	\$37.63	\$38.58	
<i>Bi-Weekly</i>	\$2,543.19	\$2,611.39	\$2,681.41	\$2,752.36	\$2,822.39	\$2,893.34	
<i>Annually</i>	\$66,122.97	\$67,896.02	\$69,716.61	\$71,561.48	\$73,382.08	\$75,226.94	
Labour Relations Officer	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
<i>Hourly Rate</i>	\$50.20	\$52.94	\$55.84	\$58.73	\$61.63	\$64.28	\$66.94
<i>Bi-Weekly</i>	\$3,764.87	\$3,970.74	\$4,187.86	\$4,404.99	\$4,622.11	\$4,820.80	\$5,020.52
<i>Annually</i>	\$97,886.57	\$103,239.15	\$108,884.42	\$114,529.68	\$120,174.95	\$125,340.90	\$130,533.48

Effective January 1, 2028

Administrative Officer	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
<i>Hourly Rate</i>	\$34.59	\$35.51	\$36.47	\$37.43	\$38.38	\$39.35
<i>Bi-Weekly</i>	\$2,594.05	\$2,663.61	\$2,735.04	\$2,807.41	\$2,878.84	\$2,951.21
<i>Annually</i>	\$67,445.43	\$69,253.94	\$71,110.95	\$72,992.71	\$74,849.72	\$76,731.48

Labour Relations Officer	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
<i>Hourly Rate</i>	\$51.20	\$54.00	\$56.95	\$59.91	\$62.86	\$65.56	\$68.28
<i>Bi-Weekly</i>	\$3,840.17	\$4,050.15	\$4,271.62	\$4,493.09	\$4,714.56	\$4,917.22	\$5,120.93
<i>Annually</i>	\$99,844.30	\$105,303.93	\$111,062.10	\$116,820.28	\$122,578.45	\$127,847.72	\$133,144.15

SCHEDULE B POSITION RECLASSIFICATION

- 1) Where the Employer changes the duties and responsibilities of an employee's position, the Union may submit a position reclassification request on behalf of the employee in writing to the employee's immediate supervisor outlining the rationale for the request. All such requests must include a rationale of how such changes to the employee's duties and responsibilities are outside the scope of the position description for their classification.
- 2) The employee's supervisor will provide a written response to the employee and Union representative within 21 calendar days following the submission of the employee's reclassification request.
- 3) If the employee's reclassification request is denied, the Union and the employee may, within 15 days from receipt of the decision in clause 2) of this Schedule, submit an appeal of the decision to a designated subcommittee of the Board. The Board subcommittee shall provide a written response to the Union and the employee within 21 calendar days following receipt of the request.
- 4) In the event that the Board subcommittee upholds the decision not to reclassify the employee's position, and should the Union and employee not be satisfied with the decision, the Employer agrees to partner with the Union in seeking the recommendation of an independent third-party to assess the reclassification request subject to the following:
 - i. The independent third-party must be mutually agreed upon between the Employer and Union and must be selected from reputable local firms or private consultants that provide human resource consultation services and have demonstrated experience with job classification processes. In the event the Parties cannot agree upon the third-party, the Union and Employer may each enter two recommended third-party entities for a random draw to select the service provider, and both parties will accept the result of the draw.
 - ii. Either Party can assume responsibility for establishing and administering a service contract with the service provider on behalf of the Union and the Employer.
 - iii. The cost of the third-party service provider will be shared between the Employer and the Union.
 - iv. The primary function of the service provider will be to assess whether the changed duties and responsibilities of the employee's position are outside the current scope of the position description for their current classification.
 - v. Both parties agree to accept the service provider's assessment results as per 4)iv.
 - vi. Should the service provider uphold the Employer's decision on the reclassification request, the employee may not submit another reclassification request related to the changes to their duties and responsibilities identified in their reclassification request

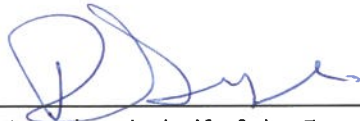
submitted under 1).

- 5) Should the employee's reclassification request be approved under either Article 1), 3) or 4)v, the Employer will designate a new classification for the purposes of this Agreement and set a new rate of pay, and the employee shall be eligible for any increases in pay associated with the new classification retroactively to the date of submission of their reclassification request under 1).
- 6) Any decisions made under this Schedule are not subject to the Grievance and Arbitration process unless discrimination is alleged.

LETTER OF UNDERSTANDING

Re Remote Work

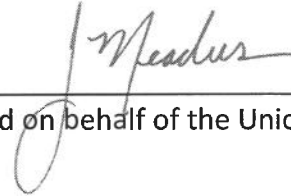
For the term of this Agreement, the Employer recognizes the current practice as it relates to remote work and agrees to maintain the same for current employees as of the date of signing of this Agreement, subject to organizational and operational requirements. It is the responsibility of the employee to ensure that work is completed in an effective and efficient manner and to fulfill agreements made with the employer concerning work hours. The Employer supports flexibility in employees' work arrangements wherever it is possible and practical to do so without compromising the efficiency and effectiveness of the workplace. Employees shall endeavour to provide the Executive Director with as much notice as reasonably possible of their intention to work from home, and such requests shall not be unreasonably denied.



Signed on behalf of the Employer



Date



Signed on behalf of the Union


February 11, 2025

Date

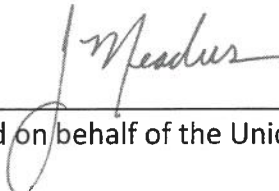
LETTER OF UNDERSTANDING

Re Seniority

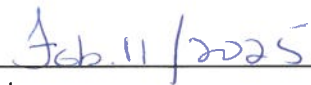
The Parties agree that employees in the bargaining unit upon date of signing of this agreement will be credited with seniority hours based on their original date of hire with the AAHP of Allied Health Professionals.



Signed on behalf of the Employer



Signed on behalf of the Union



Date

February 11, 2025

Date

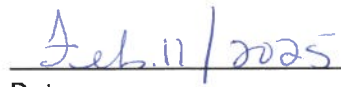
LETTER OF UNDERSTANDING

Re Health Care Spending Account

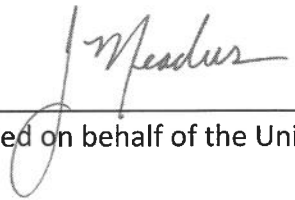
The Parties recognize subsequent to the date of signing of this Agreement, the Employer will require time to develop and establish administrative processes for the Health Care Spending Account (HCSA), Wellness Account and Employee Assistance Support which will potentially include securing a 3rd party service administrator. Pursuant to Article 30.01, Employees may accrue claims for eligible expenses under these allowances retroactively upon full implementation of service administration.



Signed on behalf of the Employer



Date



Signed on behalf of the Union


February 11, 2025

Date

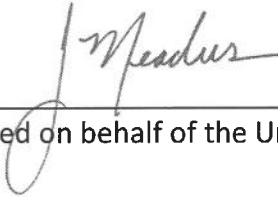
LETTER OF UNDERSTANDING

Re Professional Fees

Notwithstanding Article 20.03, employees in the bargaining unit whose professional fees are being covered by the AAHP as of the date of signing of this Agreement shall continue to have said fees covered. For greater certainty, the Employer and Union will identify and agree upon the impacted employees in writing prior to signing this Agreement.



Signed on behalf of the Employer



Signed on behalf of the Union



Date

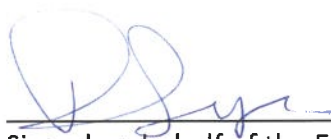
February 11, 2025

Date

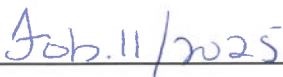
LETTER OF UNDERSTANDING

Re Days of Rest

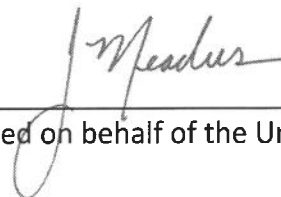
For the purposes of Article 1.01 d) and 9.03, Days of Rest shall be considered Saturday and Sunday for employees in the bargaining unit as of the date of signing of this Agreement. For greater certainty, the Employer and Union will identify and agree upon the impacted employees in writing prior to signing this Agreement.



Signed on behalf of the Employer



Date



Signed on behalf of the Union

February 11, 2025

Date

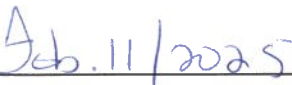
LETTER OF UNDERSTANDING

Re Summer Hours

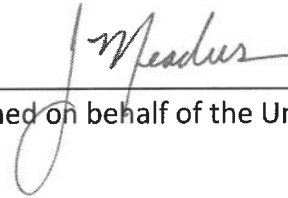
For the term of this Agreement, regular hours of work for employees will be 8:30am to 4:00pm between June 30 and Labour Day, with no loss of pay. During this period, the Employer will assess the feasibility of implementing this summer hour schedule on a permanent basis.



Signed on behalf of the Employer



Date



Signed on behalf of the Union

February 11, 2025

Date

LETTER OF UNDERSTANDING

Re Annual Leave Entitlement

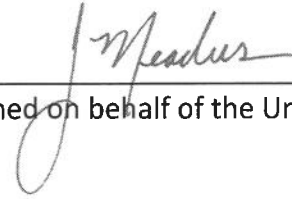
Employees in the bargaining unit as of the date of signing of this Agreement shall maintain their current annual vacation leave entitlement of thirty (30) days per calendar year until they have enough years of service to progress in their annual entitlement in accordance with Article 14.01. For greater certainty, the Employer and Union will identify and agree upon the impacted employees in writing prior to signing this Agreement.



Signed on behalf of the Employer

Feb. 11/2025

Date



Signed on behalf of the Union


February 11, 2025

Date

LETTER OF UNDERSTANDING

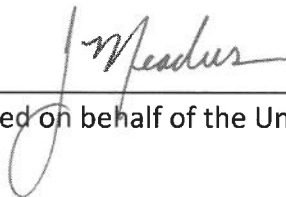
Re Rotational Holiday Schedule

For the term of this Agreement, and subject to operational requirements, employees who are not on approved leave may elect to work a rotational holiday schedule for the regular workdays between Christmas Eve and New Year's Day and shall receive regular pay for all regular work days in this period. On their designated rotational holiday workdays, an employee's regular duties and responsibilities shall include monitoring emails and phone calls/messages and responding to important and time-sensitive labour relations matters in a timely matter. Employees will be required to mutually agree upon their designated rotational holiday workdays during the holiday period and to notify the Employer by December 1 of the calendar year of their rotational holiday schedule. Where employees are not able to reach a mutual agreement on the holiday period rotational schedule, they may request leave in accordance with Article 14.



Signed on behalf of the Employer

Feb. 11 / 2025
Date



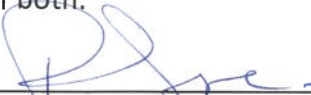
Signed on behalf of the Union

February 11, 2025
Date

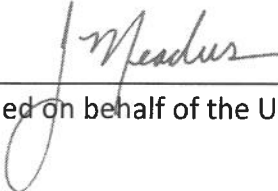
LETTER OF UNDERSTANDING

Re Carry-Over


Upon the date of signing of this Collective Agreement, employees with accrued Paid Leave credits shall elect to have these credits converted to their accrued Vacation Leave entitlements under Article 14, and/or to their Health and Wellness Leave credits under Article 16, or a combination of both.



Signed on behalf of the Employer



Signed on behalf of the Union



Date

February 11, 2025

Date

LETTER OF UNDERSTANDING

Re Deferred Salary Plan

The Parties agree to establish a Deferred Salary Plan (DSP) in accordance with Canada Revenue Agency (CRA) and Public Service Pension Plan legislative and administrative requirements and additional Employer requirements as specified below. The DSP shall be established within six months (or 130 days) of the date of signing of this Agreement as an amendment to the Agreement subject to the Parties agreement on required terms and conditions.

In addition to requirements specified by CRA, the Employer will require the following terms and conditions for the DSP:

- 1) A requirement for employees to submit to the Employer for approval any related requests, changes and notices of:
 - a. at least three months in advance for a request to enter into the DSP;
 - b. at least three months in advance as confirmation notice prior to commencing their DSP deferred leave; and
 - c. at least one month in advance for any requests to make changes to their plan, or to cancel their participation in the DSP.
- 2) A requirement that all employee requests to participate in the Deferred Salary Plan shall be subject to operational requirements, and such requests shall not be unreasonably denied; and
- 3) A requirement of six (6) months as the minimum period an employee is eligible to take leave under the DSP; and
- 4) A requirement that employees complete Employer forms/applications related to their DSP requests and notices; and
- 5) Recognition that an employee's position, or their right to a position of comparable wages and benefits, will be protected while on DSP leave; and
- 6) A requirement for employees to return to work after their DSP leave for an equivalent period of the DSP leave; and
- 7) Upon return to work after their DSP, employees will be paid the applicable wage rate they were receiving prior to their DSP leave; and
- 8) The DSP leave period will be considered leave without pay and will not be considered as a break in service;

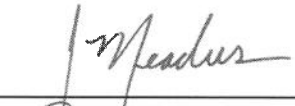
- 9) Agreement that employees are not permitted to use or be paid for any leave entitlements including banked compensatory time while on their DSP leave;
- 10) Agreement that employees will not be eligible to accrue service for seniority and leave entitlements or be eligible for any other benefits including Health Spending (HAS) and Wellness account (WA) while on DSP leave; and
 - a. Notwithstanding requirement (10), subject to agreement between the Employer and employee and provided there are no violations of applicable CRA requirements, the Employer may reduce the employee's eligibility for their annual HSA and WA limits during their DSP deduction period on an equivalent prorated basis to their percentage salary deductions such that the employee may access these benefits while on their DSP leave.
- 11) The Employer will make all required employee deductions and contributions for CPP, EI, interest income and the pension plan as required by the applicable legislation as it pertains to Deferred Salary Leave Plans.
- 12) Requirement that upon confirmation of approval of an employee DSP request, the Employer will set up a designated savings account with its primary financial institution for banking and the employee will be responsible for any associated fees during the DSP contribution and leave periods. These fees will be eligible for reimbursement under the employee's Wellness Account.
- 13) Terms need to be included re: payment in event employee returns to work early, terminates or to employee's beneficiary etc. in event of employee's death.



Signed on behalf of the Employer

Feb. 11 / 2025

Date



Signed on behalf of the Union

February 11, 2025

Date

IN WITNESS WHEREOF the parties hereto have executed the Agreement on this 11 day of February, 2025.

SIGNED ON BEHALF OF THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS NEWFOUNDLAND AND LABRADOR in the presence of the witness hereto subscribing.

Garth Piny

[Signature]
Shire Morgan
Carolyn Jones
Dusan Morgan

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

[Signature]

[Signature]
[Signature]
Embar