NAPE

COLLECTIVE AGREEMENT

between

MOONLIGHT LIMITED PARTNERSHIP (Acadian Village)

and

NEWFOUNDLAND & LABRADOR ASSOCIATION OF PUBLIC & PRIVATE EMPLOYEES

(Expires: November 30, 2026)

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ARTICLE 1 PURPOSE

1:01 It is the purpose of the parties of this Agreement to maintain and improve harmonious relations and to settle conditions of employment among the Employer, employees, and the Union.

ARTICLE 2 RECOGNITION

2:01 * The Employer recognizes the Union as the sole Collective Bargaining Agent for all employees of Moonlight Limited Partnership (Acadian Village) in Stephenville, Newfoundland & Labrador, save and except the Manager and Owner/Operator, non-working Supervisor and those above the rank of non-working Supervisor.

2:02 (a) When new classifications are developed, the Employer shall notify the Union immediately, in writing, as to whether such classifications should be included or excluded from the bargaining unit and provide reasons for exclusion.

(b) Should the parties not agree on the exclusion of any specific classification, the matter shall be immediately referred to the Labour Relations Board for adjudication.

2:03 Work of the Bargaining Unit

Persons not covered by the terms of this Agreement will not perform duties normally assigned to employees within the bargaining unit except for the purpose of instruction, emergencies or when regular employees are not available, and it does not affect the normal hours of work of the employees.

2:04 No employees shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Agreement.

2:05 For the purpose of this Agreement, the masculine shall be deemed to include the feminine and the plural indicates the singular and vice versa, as the context may require.

2:06 In the event there is a conflict between this Agreement and any policies or regulations made by the Employer, this Agreement shall take precedence over the said regulations and policies. In the event there is conflict between this Agreement and Government Regulations/Guidelines, the parties will meet to make applicable adjustments to the Collective Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

3:01 The Union recognizes and agrees that the Employer reserves and retains all the rights, powers and authority to manage its operations and to direct its employees, except as specifically abridged or modified by the express provisions of this Agreement.

ARTICLE 4 INTERPRETATION AND DEFINITIONS

4:01 Definitions

(a) "Bargaining Unit" means the Bargaining Unit recognized in accordance with Article 2.

(b) "Classification" means the identification of a position by reference to a class title and rate of pay.

(c) "Day Off" means a day on which the employee is not required to perform the duties of his/her position other than (i) holiday; (ii) leave of absence.

(d) "Day" means a working day unless otherwise stipulated in this Agreement.

(e) "Demotion" means an action which causes the movement of an employee from his/her existing classification to a classification carrying a lower pay rate.

(f) "Employee" means any person employed in a position which falls within the bargaining unit.

* (g) "Employer" means Moonlight Limited Partnership (Acadian Village) in Stephenville, Newfoundland & Labrador.

(h) "Grievance" means a dispute arising out of an interpretation, application, administration, or alleged violation of the terms of this Agreement.

(i) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.

(j) "Layoff" means the period of time when an employee is absent from work without pay as a result of a lack of work but retaining all recall rights in accordance with this Agreement.

(k) "Leave of Absence" means absence from duty with the permission of the Employer.

(l) "Notice of Layoff" means notice in writing which is hand delivered or delivered by registered mail.

(m) "Overtime" means work performed by an employee in excess of eighty-four (84) hours bi-weekly.

(n) "Probationary Employee" means a person who has worked less than the prescribed probationary period.

* (o) "Probationary Period" means a period of five hundred and four (504) working hours from the date of hire.

(p) "Promotion" means an action which causes the movement of an employee from his/her classification to a classification with a higher pay rate.

(q) "Schedule" means in writing and posted in an accessible place to all employees.

(r) "Shift" means the normal consecutive working hours scheduled for each employee which occurs in any twenty-four (24) hour period.

(s) "Temporary Employee" means a person who is employed for a specific period for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work.

(t) "Union" means the Newfoundland and Labrador Association of Public and Private Employees.

(u) "Vacancy" means an opening in any Bargaining Unit position that the Employer requires to be filled, which is expected to be for ten (10) weeks duration or longer and in respect of which there is no employee eligible for recall.

(v) "Week" means a period of seven (7) consecutive days beginning at 0001 hours Sunday morning and ending at 2400 hours on the following Saturday night.

(w) "Year" means the calendar year.

(x) "Year of Service" means two thousand one hundred and eighty-four (2184) hours of work.

ARTICLE 5 UNION SECURITY

5:01 The Employer shall deduct from every employee coming within the Bargaining Unit, the monthly dues of the Union.

5:02 Deductions shall be forwarded to the President of the Union not later than the 15th day of each month. The Employer shall 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, classification title and social insurance number. Each month thereafter a list showing additions and deletions shall be forwarded with the dues deduction cheques.

5:03 The Employer agrees that when issuing T-4 slips, the amount of membership dues paid by an employee to the Union during the previous taxation year will be recorded on his/her T-4 Statement.

5:04 The Union shall inform the Employer of the authorized deduction approved by the Union.

5:05 All new employees shall, as a condition of employment, become and remain members in good standing of the Union from the date of hire.

5:06 A representative of the Union shall be given the opportunity to interview each new employee for a maximum of fifteen (15) minutes for the purpose of acquainting the employee with the Union and the Collective Agreement. These interviews shall be conducted during regular working hours without loss of pay, provided that such time off does not interfere with the operations of the Employer and does not require staff replacement. The interviews shall be scheduled in advance and may be arranged individually or collectively by the Employer at a mutually agreeable time.

5:07 The Employer shall provide a bulletin board for the use of the Union. The site of the bulletin board will be determined by mutual agreement. It is agreed that such a bulletin board will not be erected in areas normally frequented by residents. Articles, circulars, memos, etc. dealing with Union business will only be posted on the designated bulletin board.

ARTICLE 6 NO DISCRIMINATION

6:01 The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wages, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, mental and physical disability or marital status, nor by reason of his/her membership or activity in the Union.

ARTICLE 7 NO HARASSMENT

7:01 * The Employer and the Union recognizes the right of all employees to work in an environment free from personal and sexual harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer agrees to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined. The employer agrees that victims of harassment shall be protected, where possible from the repercussions which may result from a complaint.

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

ARTICLE 8 GRIEVANCE PROCEDURE.

8:01 The Union shall notify the Employer in writing of the name of each Shop Steward before the Employer shall be required to recognize him/her.

8:02 Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer and during the arbitration process.

8:03 It is agreed that Shop Stewards will not absent themselves from their work for the purpose of handling grievances without first obtaining permission of the Employer or their representative and permission shall not be unreasonably denied.

8:04 Settling of Grievances

Step 1

The Grievor shall, within fourteen (14) working days after becoming aware of the occurrence of the grievance, submit his/her grievance to the Shop Steward, who shall submit the grievance to the Manager in writing within that time period. The Manager shall respond within fourteen (14) working days of receiving the grievance.

Step 2

Failing settlement at Step 1, the grievance shall be presented to the Owner/Operator or designate within fourteen (14) days or after the receipt of the decision in Step 1. A committee meeting will take place between the Owner/Operator or designate and the employee and Shop Steward to discuss the grievance. Failing a settlement, the Owner/Operator or designate shall deliver a written decision within fourteen (14) days of the meeting.

Step 3

Failing settlement at Step 2, either party may refer the dispute to arbitration or mediation within fifteen (15) calendar days of the Employer's decision at Step 2.

8:05 The employee may be represented by a full time representative of the Union at any formal Step of the grievance procedure.

8:06 The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the employer in the manner provided in the grievance procedure.

8:07 The time limits specified in this Article may be extended in writing by mutual agreement of both parties.

8:08 No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error or by the inadvertent omission of a Step in the grievance procedure.

ARTICLE 9 ARBITRATION

9:01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing to the other party. The request shall suggest a single Arbitrator's name to hear the dispute. This shall be completed within fifteen (15) days of the response in Step 1 of the grievance procedure.

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

9:03 The Arbitrator shall determine his/her own procedure but shall give full opportunity to all parties to present evidence and make representations. He/she shall hear and determine the differences or allegations and render a decision within thirty (30) days from the hearing date.

9:04 The decision of the Arbitration shall be final and binding on all parties. The Arbitrator may not alter, modify or amend any provisions of this Agreement. The Arbitrator shall have the right to settle a grievance by any arrangement he/she deems appropriate.

9:05 Each party shall cost share the Arbitrator's fees and expenses on a 50/50 basis.

9:06 The time limits set forth for the grievance and arbitration process may be varied by mutual written agreement of the parties to this Agreement.

9:07 Both parties may, by mutual consent, agree to have the grievance dealt with by an Arbitration Board. In such a case, the provisions of this Article as they relate to a single Arbitrator shall apply to the Arbitration Board.

9:08 * If agreed by the parties, alternate dispute resolution mechanisms may be utilized as a substitute. Both parties retain access to the complete arbitration process as described in Article 9.

ARTICLE 10 PROBATION, DISCIPLINE AND PERSONNEL FILES

10:01 * (a) Probationary Period

The probationary period shall be five-hundred and four (504) hours to reflect three (3) months based on eight-four (84) hours biweekly. For the purpose of this Clause, time off with pay approved by the Employer shall be considered as time worked.

(b) Termination of Probationary Employee

The termination of probationary employees for reasons of unsuitability or incompetence, as assessed by the Employer, is not subject to the grievance or arbitration process.

10:02 Right to be Represented

An employee who is required to attend a meeting with the Employer dealing with discipline, discharge or suspension shall be advised that he/she has the right to be accompanied by a Union Representative.

10:03 * Discipline - Time Limits

An employee who is disciplined, discharged or suspended shall be provided with written notification of such action within fourteen (14) days of the incident or when Management first becomes aware of the incident. Such notification shall state the reason for the disciplinary action. If such procedure is not followed, the disciplinary action shall be null and void. Extension of time limits may be mutually agreed upon.

10:04 Personnel Files

(a) Upon request and after giving reasonable notice, an employee shall be allowed to inspect his/her personnel file in the presence of the Employer and to be provided a copy of any document therein.

(b) In the event that an employee is disciplined, the records of such action shall be removed from the personnel file of the employee twelve (12) months following the receipt of such discipline, provided there was no recurrence of a similar incident during that period. It shall be the responsibility of the employee to see that the documents are removed.

(c) No document shall be used in disciplinary proceedings unless such document has been brought to the attention of the employee at the time it was placed on the employee's personnel file.

ARTICLE 11 LABOUR MANAGEMENT/OCCUPATIONAL HEALTH & SAFETY COMMITTEE

11:01 It is agreed that a committee comprised of one (1) Union representatives and one (1) Employer representatives will meet as the need arises, but in any event no greater than once per month unless mutually agreed otherwise, to discuss the following general matters:

(a) promoting safety and sanitary practices;

(b) reviewing suggestions from employees, questions of working conditions and service;

(c) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

This Committee shall be set up within thirty (30) days of the signing of this Agreement.

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

ARTICLE 12 SENIORITY

12:01 Seniority Defined

(a) Subject to 12:03, seniority for all employees shall be based on their last date of hire.

(b) Where two (2) or more employees started work the same day, seniority will be determined based on the hours worked.

12:02 Seniority Lists

The Employer shall maintain a seniority list for all employees. An up to date seniority list shall be sent to the Union and posted in the worksite in January of each year. The seniority list for all employees shall show, subject to 12:03, date of hire, hours worked and classification for each employee. Employees may challenge the accuracy of the seniority list within thirty (30) days of posting.

12:03 * Loss of Seniority

An employee shall lose all seniority and service, and be considered terminated, if he/she:

(i) is discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;

(ii) resigns in writing and is not re-employed within thirty (30) days;

(iii) is absent from work in excess of three (3) working days and has not notified the Employer.

(iv) fails to return to work from layoff within seven (7) calendar days of being notified by registered mail except when such failure is caused by sickness verified by a doctor or for another reason acceptable to the Employer;

(v) is laid off in excess of twelve (12) months.

(vi) fails to return to work following a leave of absence approved by the Employer.

(vii) are off work due to illness in excess 24 months with no expected date of return.

ARTICLE 13 PROMOTIONS AND STAFF CHANGES

13:01 Job Postings

When a vacancy occurs or when a new position is created inside the Bargaining Unit, the Employer shall post notices of the position in accessible places on the Employer's premises for a period of not less than five (5) days. The Employer retains the right to fill any position immediately in an emergency.

13:02 Procedure for Filling Vacancies

(a) No position shall be filled from outside the Bargaining Unit until all application of present employees have been fully processed.

(b) Positions expected to exceed ten (10) weeks or longer shall be posted in accordance with Clause 13:01.

13:03 Role of Seniority in Promotions and Staff Changes

Both parties recognize that seniority shall be the deciding factor in promotions and job opportunities provided that the applicant's qualification's meets the required standards for the new position.

13:04 Trial Period

The successful applicant shall be placed on trial for a period of sixty (60) days after which the Employer shall confirm the employee's appointment. If the employees prove unsatisfactory or the employee is not satisfied in the position, he/she shall be returned to his/her former position. Any other employees shall also be returned to his/her former position. The employee may revert to his/her former position through mutual agreement with the Employer. The parties may mutually agree to extend the time limits for the trial period.

13:05 Layoff and Recall

(a) Layoff

The parties to this Agreement recognize that job security should increase in proportion to length of service. If a layoff should occur, employees shall be laid off in reverse order of their seniority provided the remaining employees are qualified to perform the work required.

(b) Recall

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

(c) All employees who are to be laid off shall receive two (2) weeks' notice of layoff. If an employee is not given this notice period provided in this Clause, the employee shall be paid salary and benefits, exclusive of overtime, that he/she would have earned during the notice period.

(d) It is the employee's responsibility to keep the Employer informed of his/her current address and telephone number.

13:06 Reduction in Hours of Work

In the event there is going to be a reduction in hours of work, this reduction will be given to the temporary employee and then to the most junior employees provided those remaining are qualified and able to complete the required work.

ARTICLE 14 HOURS OF WORK

14:01 (a) The normal daily hours of work shall be twelve (12) hours of work per day inclusive of meal breaks.

(b) The normal bi-weekly hours of work shall be from eighty-four (84) hours inclusive of meal breaks.

(c) The hours set forth in this Agreement do not constitute a guarantee of hours of work per day or per week.

(d) The Employer may change the hours of work as per article 14, Clause 14:01 (a) from twelve (12) hour shifts to eight (8) hour shifts with a thirty (30) day notice to the union before implementation.

14:02 Working Schedule

(a) The Employer shall plan days off in such a manner as to give each employee every second weekend off, unless otherwise agreed by mutual consent.

The Employer shall plan days off for temporary employees in such a manner as to distribute weekends off so that temporary employees shall receive every third weekend off, unless otherwise agreed by mutual consent. For temporary employees a weekend off shall be a period including Saturday and Sunday.

(b) The Employer shall post a one (1) month schedule for each employee, showing the shifts and days off work, seven (7) days prior to the start of the schedule. Where possible, management will endeavour to provide forty-eight (48) hours' notice if an employee's days off are to be changed.

(c) When an employee's scheduled shift is changed to another shift that day, Management will endeavour to provide twenty-four (24) hour's notice.

(d) There shall be no split shifts.

(e) An employee may request changes to the schedule before it is posted or within forty-eight (48) hours of its posting.

(f) Employees may exchange shifts with each other with the approval of the Employer, provided that such changes are at no cost to the Employer and the Employer is informed.

(g) Employees shall be scheduled with two (2) consecutive days off during the work week except where mutually agreed.

Temporary employees who work four (4) consecutive twelve (12) hours shifts shall be scheduled for two (2) consecutive days off.

(h) Employees shall not be required to work more than three (3) consecutive twelve (12) hour workdays unless mutually agreed by the employee and Employer.

14:03 Meals and Rest Periods

(a) An employee shall be permitted two (2) paid rest period of fifteen (15) consecutive minutes during each twelve (12) hour shift. The meal and the rest period may be combined by mutual consent between the employee and the Employer.

(b) An employee shall be permitted two (2) thirty (30) minute paid meal periods in a twelve (12) hour work shift.

14:04 Employees shall not be scheduled for less than three (3) hours in any work shift.

ARTICLE 15 OVERTIME

15:01 All time worked by an employee in excess of a twelve (12) hour shift or eighty-four (84) hours bi-weekly, shall be paid at the overtime rate.

15:02 The normal overtime rate shall be pay or time off at the rate of time and one-half (1 ½) the regular hourly rate.

15:03 Sharing of Overtime

(a) Overtime and call back shall be shared equally among employees who are qualified to perform such work.

(b) Employees who are unavailable or decline overtime shall be considered as having worked the overtime hours for distribution purposes.

15:04 Call Back

An employee who is called back to work outside his/her regular working hours shall be paid a minimum of three (3) hours at the applicable overtime rate. An employee who is required by the employer to attend a staff meeting outside his/her regular working hours shall be paid straight time for each hour he/she is in attendance as the employer requires, however he/she shall be paid a minimum of three (3) hours if he/she is in attendance for less than three (3) hours.

15:05 Optional Overtime

Overtime is optional and voluntary, except in an emergency.

15:06 Overtime Calculation

All overtime has to be approved by the Employer. Overtime shall be calculated in fifteen (15) minute units.

15:07 Double Shift

No employee shall be required to work a double shift without his/her consent, except in emergencies.

ARTICLE 16 SHIFT WORK

16:0 * Hourly Differential

An hourly differential of eighty cents (0.800) per hour shall be paid to all staff working the night shift.

16:02 Rest Between Shifts

There shall be twelve (12) hours rest between shift changes unless otherwise agreed by mutual consent.

16:03 Shift Rotation

Where a rotation of shift is involved, the shifts shall be allocated in an equitable manner.

ARTICLE 17 PAYMENT OF WAGES AND ALLOWANCES

17:01 The rates of pay for all employees covered by this Agreement shall be as set forth in the attached Schedule "A" and shall form part of this Agreement.

17:02 Part-time and temporary employees shall receive wages and all benefits under this Agreement on a prorated basis.

17:03 Cheques will be payable on every second Thursday before noon.

17:04 Pay for Temporary Transfer

(a) When an employee is assigned to a higher paid position, he/she shall be paid at the higher rate for all hours worked in that position.

(b) When an employee is assigned to a lower paid position, his/her rate of pay shall not be reduced.

ARTICLE 18 HOLIDAYS

18:01 * Employees who have been on the payroll for thirty (30) days and who work their scheduled day before and after the holiday shall receive one (1) days' pay for each of these holidays:

(i) New Year's Day
(ii) St. Patrick's Day (Effective in the year 2012)
(iii) Good Friday
(iv) Memorial Day
(v) Labour Day
(vi) Truth and Reconciliation Day
(vii) Armistice Day
(viii) Christmas Day

Employees working less than full time hours in the thirty (30) days prior to the holiday shall be paid holiday pay on a pro-rated basis.

18:02 Compensation for Working on a Holiday

In addition to the holiday pay as outlined in Clause 18:01, an employee required to work on a holiday shall receive time and one-half (1½) for each hour worked or he/she may elect to take time off at the overtime rate.

18:03 Compensation for Holiday on Schedule Day Off

The employee shall receive another day off with pay or the employee shall be paid one day's regular pay in lieu.

18:04 Christmas and New Year's

Christmas and New Year's will be scheduled off on an equal basis from year to year, unless otherwise mutually agreed.

ARTICLE 19 VACATION WITH PAY

19:01 The Employer agrees to pay vacation as follows:
After Completing:

(a)	One (1) year's service	2 weeks (4%)
(b)	Five (5) years' service	3 weeks (6%)
(c)	Eight (8) years' service	4 weeks (8%)
(d)	Fifteen (15) years' service	5 weeks (10%)

19:02 Employees shall be granted vacation with preference in accordance with seniority, unless mutually agreed.

19:03 Schedules of annual vacation shall be posted by April 15th of each year asking employees to apply for desired vacation periods. Employees shall indicate their preference for vacation time by April 30th. By May 15th of each year, the completed vacation list will be posted, showing the allotted vacation periods. Such list may only be changed by mutual agreement. Where vacation dates conflict, seniority shall prevail.

19:04 Employees who have not acquired one year of service shall receive pro-rated vacation pay and leave. Casual employees will receive vacation and vacation entitlement on a pro-rata basis.

19:05 * Carry Forward of Vacation

Employees may carry forward to another year a maximum of ten (10) days of annual leave not taken by him/her in the previous year. Upon request, employees who cannot take their vacation shall be paid for their vacation days.

19:06 Each vacation year, the employee shall have the option of having her vacation pay included on her regular bi-weekly pay cheque or banking these amounts to be paid out during a subsequent vacation leave.

ARTICLE 20 SICK LEAVE

20:01 * Employees will be paid eight (8) sick leave days per calendar year and have the ability to carry over one (1) year's allotment or will be paid fifty percent (50%) of any unused sick leave at the end of the calendar year, at the employee's option.

20:02 All employees shall be permitted to use sick leave days commencing on the first day of each illness.

20:03 Sick leave for new employees shall be on a pro-rata basis in accordance with 20:01.

20:04 An employee shall give at least four (4) hours' notice of illness prior to starting his/her shift.

20:05 An employee must provide a Doctor's certificate of illness for two (2) or more consecutive days of illness or upon request.

20:06 A deduction from an employee's sick leave will be based on the hours absent because of illness.

20:07 * Employees who do not have sick leave shall be placed on a leave of absence without pay for sick time, without loss of any benefits, providing the leave does not extend beyond 24 months at which time employment will be terminated.

20:08 Injury on Duty

An employee who is injured during working hours and is either required to leave for medical treatment or sent home because of such injury shall receive payment for the remainder of the employee's scheduled workday at his/her regular hourly rate. This shall also be reported to Workers' Compensation as per the Workers' Compensation Act.

ARTICLE 21 GENERAL LEAVE

21:01 Union Leave

(a) Leave with pay shall be provided to two (2) employees who are members of the Union's Negotiating Team.

(b) Union Officers shall be granted unpaid leave of absence to attend Union functions provided they obtain permission from Management.

(c) An employee who is elected or selected for a full time Union position shall be granted a leave of absence without pay or loss of benefits for a period of one (1) year. This leave shall be renewed each year upon written request.

21:02 Paid Bereavement Leave

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

(a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, common-law-spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law three (3) consecutive days with pay.

(b) In the case of the death of an employee's son-in-law, daughter-in-law, brother-in-law, or sister-in-law one (1) day with pay.

21:03 Maternity/Paternity/Adoption Leave

(a) The Employer agrees to grant a leave of absence without pay or loss of seniority for the purpose of Maternity/Paternity/Adoption leave to a maximum of fifty-two (52) weeks. The Employer may grant more leave if so required.

(b) The employee shall resume his/her former position and salary with increases upon return from leave.

(c) An employee may return to work after informing the Employer of his/her intention with two (2) weeks' notice.

(d) An employee may be awarded sick leave for illness associated with pregnancy prior to maternity leave.

21:04 Special Unpaid Leave

An employee who has completed two (2) years' service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations.

21:05 Family Leave

an employee who is required to attend to the care of a sick family member, accompany a dependent family member to a medical appointment, attend meetings with school authorities, attend to the needs related to the adoption or birth of a child, and to attend to the needs related to a home or family emergency; shall be awarded up to three (3) unpaid family leave days in any calendar year.

ARTICLE 22 HEALTH AND SAFETY

22:01 (a) The Employer agrees to accept all relevant legislation as minimum acceptable standards, and all employees shall be covered by the Workers' Compensation Act.

(b) The Employer agrees to accept all relevant legislation as a minimum acceptable standard and agrees to abide by the Province of Newfoundland and Labrador Occupational Health and Safety Act.

(c) The Employer agrees that all cleaning solutions will be identified in their proper containers as per the Occupational Health and Safety Act.

* (d) Upon hire an employee is required to have a valid first aid certificate prior to starting work as per the Operational Standards. Therefore, the employer will not pay for their initial first aid certificate but will pay for their renewals upon completion of one year of service.

ARTICLE 23 JOB DESCRIPTIONS

23:01 The Employer agrees to provide job descriptions for noted classifications in Schedule "A", sixty (60) days after the signing of this Collective Agreement.

ARTICLE 24 PROTECTIVE CLOTHING

24:01 * (a) The Employer agrees to pay a clothing allowance in the amount of two hundred dollars ($200.00) to each employee per year on the second pay period of January each year.

(b) The Employer agrees that whatever equipment or apparel is required to complete a task will be provided at no cost to the employee.

ARTICLE 25 LIABILITY PROTECTION

25:01 Employees covered by this Agreement shall be covered by the Employer's general liability insurance in the performance of their assigned duties.

ARTICLE 26 EMPLOYEE BENEFITS

26:01 * Employee Bonus

The Employer agrees to pay each employee a bonus of two hundred dollars ($200.00) on the first pay period in December each year.

ARTICLE 27 SUCCESSOR RIGHTS

27:01 The Employer agrees that should the Employer sell, leave or otherwise let the business change hands, then Section 93 of the Labour Relations Act shall apply, provided that no Arbitrator applying this Clause shall have any authority to make any award binding upon the current Business Owner.

ARTICLE 28 AMENDMENT TO AGREEMENT

28:01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

ARTICLE 29 DURATION

29:01 * This Agreement shall be in full force and effect on the 1st day of December 2022 and shall remain in full force and effect up to and including the 30th day of November 2026 and from year to year thereafter, unless either party give written notice to re-negotiate the Agreement, no less than sixty (60) days prior to the expiry date.

29:02 This agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of this Agreement and until such time as it is replaced by a new Collective Agreement.

*

SCHEDULE "A"

CLASSICATIONS & SALARIES

Classification	01-Dec-22	01-Dec-23	01-Dec-24	01-Dec-25
Cook	$ 19.41	$ 19.80	$ 20.19	$ 20.60
Maintenance Worker	$ 19.41	$ 19.80	$ 20.19	$ 20.60
Personal Care Attendant	$16.97	$ 17.31	$ 17.66	$ 18.01

Increases for all Classifications as follows:

1) December 01, 2022 – 2%
2) December 01, 2023 – 2%
3) December 01, 2024 – 2%
4) December 01, 2025 – 2%

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made as of the 01 day of April, 2024.

BETWEEN:

MOONLIGHT LIMITED PARTNERSHIP (Acadian Village)

(hereinafter referred to as "Acadian Village")

AND:

NEWFOUNDLAND ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES

(hereinafter referred to as "NAPE")

WHEREAS Acadian Village and NAPE entered into a collective agreement made the 20th day of December, 2022 (hereinafter referred to as the "**Collective Agreement**");

AND WHEREAS Acadian Village and NAPE have agreed to increase the hourly rates as per the Provincial Governments December 20, 2022, memorandum for Personal Care Homes for all direct care Employees listed for each Classification in Schedule "A" of the Collective Agreement, as set forth herein;

NOW THEREFORE IT IS AGREED THAT in consideration of the respective terms and conditions in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged by the parties, the parties herein agree as follows:

1. Effective April 01, 2024, Schedule "A" of the Collective Agreement shall be amended and the classification for personal care attendant deleted and replaced with the Schedule "A" attached hereto.

2. The Employer shall pay retroactivity back to April 1, 2024, to the classification Personal Care Attendants. Other than as provided herein, the terms and conditions of the Collective Agreement shall continue in full force and effect for the duration of the Collective Agreement, as set forth in Article 26 of the Collective Agreement.

3. This Memorandum of Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement. A facsimile or PDF copy of this Memorandum of Agreement signed by any party to this Memorandum of Agreement or the signature in electronic format of any party to this Memorandum of Agreement shall constitute the valid and binding signature of such party with the same effect as if it were an original signature endorsed on this Memorandum of Agreement.

Classifications	April 1, 2024	Dec 01, 2025
PCA	18.00	18.01

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first before written.

WITNESS

MOONLIGHT LIMITED PARTNERSHIP (Acadian Village)

WITNESS

NEWFOUNDLAND AND LABRADOR ASSOCIATON OF PUBLIC AND PRIVATE EMPLOYEES

SIGNED this 20 day of December, 2022

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

ON BEHALF OF PRESIDENTIAL ESTATES INC. (ACADIAN VILLAGE)

WITNESS

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

WITNESS