

**COLLECTIVE AGREEMENT**

**BETWEEN**

***CUPE*** / *Canadian Union  
of Public Employees*

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4732**

**AND**

**HOPE HAVEN**

**Expiry: June 30, 2026**

:KT/cope491



## Table of Contents

Definitions .....	1
Article 1 – Purpose of Agreement .....	3
1.01.....	3
1.02.....	3
Article 2 – Management Rights .....	3
2.01 Management Rights.....	3
2.02 Non-Discriminatory .....	3
Article 3 – Recognition and Negotiation .....	3
3.01 Bargaining Unit .....	3
3.02 Work of the Bargaining Unit.....	4
3.03 No Other Agreements .....	4
3.04 Right of Fair Representation .....	5
Article 4 – Human Rights.....	5
4.01 Employer Shall Not Discriminate.....	5
4.02 Personal Rights.....	5
4.03 Sexual and Personal Harassment.....	5
Article 5 – Union Membership Requirement.....	7
5.01 Union Membership Requirement .....	7
Article 6 – Check-Off of Union Dues.....	7
6.01 Check-Off Payments.....	7
6.02 Dues Receipt .....	7
Article 7 – Employer and Union Shall Acquaint Potential Employees .....	7
7.01 Potential Employees .....	7
7.02 Interviewing Opportunities .....	8
Article 8 - Correspondence.....	8
8.01 Correspondence .....	8
Article 9 – Labour Management Committee .....	8
9.01 Labour Management Committee.....	8
Article 10 – Labour Management Bargaining Relations .....	8
10.01 Union Bargaining Committee .....	8
10.02 No Loss of Pay.....	9

Article 11 – Resolutions and Reports of the Employer .....	9
11.01 Copies of Resolutions .....	9
Article 12 – Grievance Procedure .....	9
12.01 Recognition of Union Stewards and Grievance Committee .....	9
12.02 Permission to Leave Work .....	9
12.03 Definition of Grievance.....	9
12.04 Settling of Grievance.....	10
12.05 Policy Grievance .....	10
12.06 Union May Institute Grievances .....	11
12.07 Deviation from Grievance Procedure .....	11
12.08 Replies in Writing .....	11
12.09 Facilities for Grievances.....	11
12.10 Mutually Agreed Changes.....	11
12.11 Use of Mediation .....	11
Article 13 – Arbitration .....	12
13.01 Referral to Arbitration .....	12
13.02 Sole Arbitrator vs Arbitration Board.....	12
13.04 Sole Arbitrator/Failure to Appoint.....	12
13.04 Composition of Board of Arbitration/Failure to Appoint .....	12
13.05 Decision of the Arbitrator/Arbitration .....	13
13.06 Expenses of the Sole Arbitrator or Arbitration Board .....	13
13.07 Amending of Time Limits .....	13
13.08 Witnesses .....	13
13.09 Union Representation .....	13
13.10 Conflict of Interest .....	13
13.11 Expedited Arbitration.....	14
13.12 Own Procedure .....	15
13.13 Technical Objection .....	15
13.14 Disagreement on Decision .....	15
Article 14 – Discharge, Suspension and Discipline .....	15
14.01 Discharge Procedure .....	15
14.02 Discipline Procedure .....	16

14.03	Burden of Proof.....	16
14.04	Warning .....	16
14.05	Designation of Supervisor.....	16
14.06	Adverse Report.....	16
14.07	Right to Have Steward Present.....	17
14.08	Personal Records .....	17
14.09	Justice and Dignity Provisions .....	18
14.10	Removal of Documents on Personal File.....	18
Article 15 – Seniority .....		18
15.01	Seniority Defined.....	18
15.02	Seniority List .....	18
15.03	Probation for Newly Hired Employees .....	18
15.04	Loss of Seniority .....	19
15.05	Permanent Transfer Outside Bargaining Unit .....	19
15.06	Temporary Assignment Outside Bargaining Unit .....	20
Article 16 – Promotions and Staff Changes.....		20
16.01	Job Posting .....	20
16.02	Information in Posting .....	20
16.03	No Outside Advertising .....	20
16.04	Role of Seniority in Promotions, Transfers and Staff Changes .....	20
16.05	Trial Period .....	21
16.06	Notification .....	21
16.07	On the Job Training .....	21
16.09	Permanent Employees in Temporary Positions .....	22
Article 17 - Layoffs and Recalls.....		22
17.01	Definition of Layoff .....	22
17.02	Role of Seniority in Layoffs .....	22
17.03	Recall Procedure .....	23
17.05	Advance Notice of Layoff.....	23
17.06	Grievance on Layoffs and Recalls .....	24
17.07	Bumping Procedure .....	24
17.08	Continuation of Benefits.....	24

17.09	Option of Hours or Layoff.....	24
17.10	Pay in Lieu of Notice .....	24
Article 18	– Hours of Work .....	25
18.01	Working Schedule.....	25
Article 19	– Overtime.....	27
19.01	Overtime .....	27
19.02	No Layoff to Compensate for Overtime.....	28
19.03	Calculation of Overtime Rates .....	28
19.04	Call Back Guarantee.....	28
19.05	Time Off in Lieu of Overtime .....	28
19.06	Authorized Overtime .....	28
Article 20	– Shift Work.....	29
20.01	Shift Differential.....	29
20.02	Changes to Daylight Savings Time.....	29
Article 21	– Paid Holidays .....	29
21.01	Paid Holidays.....	29
21.02	Pay for Regular Scheduled Work on a Paid Holiday.....	29
21.03	Christmas/New Years Scheduling.....	30
21.04	Banking of Holidays .....	30
21.05	Holiday Compensation for Temporary and Part-Time Employees and Relief Workers.....	30
21.06	Statutory Holiday Replacement .....	31
Article 22	– Vacations.....	32
22.01	Length of Vacation.....	32
22.02	Banking Vacation Hours .....	32
22.03	Compensation for Holidays Falling Within Vacation Schedule.....	32
22.04	Vacation Pay on Termination.....	33
22.05	Vacation Schedules .....	33
22.06	Approved Leave of Absence During Vacation .....	33
22.07	Overtime Vacation Rule .....	33
22.08	Month of Service .....	33
Article 23	– Sick Leave.....	33
23.01	Sick Leave Defined .....	33

23.02	Amount of Paid Sick Leave .....	34
23.03	Accumulation of Sick Leave .....	34
23.04	Proof of Illness .....	34
23.05	Sick Leave During Leave of Absence and Layoff.....	35
23.06	Extension of Sick Leave.....	35
23.07	Sick Leave Records .....	35
23.08	Relief Workers Sick Leave .....	35
Article 24	– Leave of Absence.....	36
24.01	Leave of Absence for Union Functions .....	36
24.02	Leave of Absence for Full-Time Union Duties.....	36
24.03	Paid Bereavement Leave.....	36
24.04	Pallbearer’s Leave .....	37
24.05	Preventative Medical Leave.....	37
24.06	Paid Jury or Court Witness Duty Leave .....	37
24.07	Education Leave and Examinations.....	37
24.08	Family Leave .....	38
24.09	Maternity Leave/Adoption Leave/Parental Leave .....	38
24.10	General Leave .....	39
24.11	Unpaid Leave.....	39
24.12	Compassionate Care Leave .....	40
24.13	Domestic Violence Leave .....	40
Article 25	– Payment of Wages and Allowances .....	41
25.01	Pay Days .....	41
25.02	Rate of Pay on Temporary Assignment.....	41
25.03	Pay on Transfer .....	41
25.04	Vacation Pay.....	41
25.05	Travel on the Employer’s Business.....	41
25.06	Labrador Allowance .....	42
25.07	Severance Pay.....	42
25.08	On Call/Standby Provisions .....	44
25.09	Reimbursement for Business Insurance .....	44
25.10	Work from Home Allowance .....	45

Article 26 – Classification .....	45
26.01 Classification Changes .....	45
26.02 Job Descriptions .....	45
Article 27 – Employee Benefit Plans .....	45
27.01 Employee Pension Plans .....	45
27.02 Employer Contribution to Group Insurance and Pension Plan.....	45
27.03 Workers’ Compensation.....	46
Article 28 – Health and Safety.....	46
28.01 Cooperation on Safety .....	46
28.02 Compliance with Health and Safety Legislation .....	46
28.03 Union-Employer Health and Safety Concerns .....	46
28.04 Injury Pay Provisions .....	46
28.05 Transportation of Accident Victims.....	47
28.06 Mandate.....	47
28.07 Workplace Violence .....	47
Article 29 – Personal Loss.....	47
29.01.....	47
Article 30 – General Conditions.....	48
30.01 Proper Accommodation .....	48
30.02 Adverse Weather Conditions .....	48
30.03 Retroactive Pay for Terminated Employees.....	48
30.04 Benefit Application for Employees Working Less Than Full-Time.....	49
30.05 Program Meetings.....	49
30.06 Criminal or Legal Liability .....	49
30.07 Advance Notice of Mergers and Amalgamations .....	49
Article 31 – Present Conditions and Benefits .....	49
31.01 Present Conditions to Continue .....	49
31.02 Continuation of Acquired Rights.....	50
Article 32 – General.....	50
32.01 Plural Terms May Apply.....	50
Article 33 – Legislative and Collective Agreements.....	50
33.01 Notice to Re-Open Negotiations .....	50

33.02	Changes in Agreement .....	50
33.03	Notice of Changes .....	50
33.04	Agreement to Continue in Force .....	51
Article 34	– Duration.....	51
34.01	Duration .....	51
Schedule A-1	.....	53
Schedule A-2	.....	53
Salary Scales	.....	54
Schedule B	.....	55
Letter of Understanding	.....	56
Group Insurance Plan and Inclusion into the Public Service Pension Plan	.....	56
Letter of Understanding	.....	57
Optional Deferred Payment of Severance	.....	57
Letter of Understanding	.....	59
Public Health Emergency	.....	59
Letter of Understanding	.....	61
Remote Work/Telework	.....	61



## Definitions

- (a) "Administrator" or "Supervisor" means the administrator of the Hope Haven Inc.
- (b) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 3.
- (c) "Classification" means one of the positions identified in Schedule "A-2".
- (d) "Day" means a working day unless otherwise stipulated in this Agreement.
- (e) "Employee" or "Employees", where used, is a collective term except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit, as outlined in Schedule "A".
- (f) "Employer" means Hope Haven Inc., or its designate.
- (g) "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 or working hours in each working day in the month.
- (h) "Part-Time Employee" means a person who is regularly scheduled to work less than the full number or hours in each working day or less than the full number of working days in each week.
- (i) "Permanent Employee" means a person who has completed their probationary period and is employed on a permanent full time or permanent part time basis without reference to any specific date of termination.
- (j) "Probationary Employee" means a person who has worked less than the prescribed probationary period.
- (k) "Relief Worker" means a call-in employee who may be employed on a scheduled or non-scheduled shift.
- (l) "Service" means any period of employment either before or after the date of signing of this agreement in respect of which an employee is in receipt of salary or wages from the Employer, including periods of special leave without pay not exceeding twenty (20) days in the aggregate in any year, unless specified otherwise in this agreement.
- (m) "Spouse" means a person to whom an employee is legally married, or a person with whom an employee has cohabited for a continuous period of least one (1) year and with whom the employee intends to cohabit and who has been identified to the Employer, in writing, as the employee's spouse regardless of gender.

- (n) "Standby" means any period of time during which on the instruction of the Administrator or designated representative, an employee is required to be available for recall for work.
- (o) "Vacancy" means an opening in a permanent or temporary position which (i) is in excess of twelve (12) weeks in duration, (ii) the Employer requires to be filled, and (iii) there is no employee eligible for recall.
- (p) "Employment Status" means the nature of the employment relationship (i.e., temporary, probationary, relief, part-time, full-time).
- (q) "Temporary" means any employee within the Bargaining Unit who is employed for a specific period for the purpose of performing certain specified work and whose employment may be reverted back to their original status, or their employment may be terminated at the end of such period or on the completion of such work.

## **Article 1 – Purpose of Agreement**

**1.01** It is the purpose of both parties to this Agreement:

- (a) To improve relations between the Employer and the Union and provide settled and just conditions of employment.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- (c) To encourage efficiency in operations.
- (d) To promote the morale, well being and security of all employees in the bargaining unit of the Union.

**1.02** It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

## **Article 2 – Management Rights**

### **2.01 Management Rights**

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

### **2.02 Non-Discriminatory**

The Employer shall exercise its management rights in a non-discriminatory manner.

## **Article 3 – Recognition and Negotiation**

### **3.01 Bargaining Unit**

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees other than the Administrator position.

- (b) This collective agreement is fully applicable to all permanent, part-time, probationary employees, and relief workers unless otherwise specified.
- (c) When new classifications are developed, the following procedures shall apply:
  - (i) The Employer will immediately notify the Union, in writing, as to whether such classifications should be included in or excluded from the bargaining unit and provide reasons for its exclusions.
  - (ii) The Union, after consultation on the Employer's position will respond in writing outlining the reasons for its rejection of the exclusions within fourteen (14) working days of receipt of the above notification.
  - (iii) Should the parties be unable to agree upon the exclusion of any specific classification, the matter will be immediately referred to the Labour Relations Board for adjudication.

### **3.02 Work of the Bargaining Unit**

Persons who are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for instructional, experimental, research and performance review purposes, in the case of an emergency or when regular employees are not available and provided that the performing of the aforementioned operations in itself does not reduce the normal hours of work or pay of any employees. Notwithstanding the above, both parties recognize the role of the Administrator and the occasional necessity of this position to become involved in the routine work of the Transition House and both parties agree to continue this practice such that it facilitates the provision of quality service to clients without a reduction in the number of bargaining unit employees and their hours of work.

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

### **3.03 No Other Agreements**

No employee 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 collective agreement.

### **3.04 Right of Fair Representation**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing with matters relating to employer-employee relations, grievances or negotiations with the Employer.

The Union representative shall have access to the Employer's premises to deal with matters arising out of this collective agreement. However, such representative/advisor shall first inform the Administrator who will take into consideration the operation of the House. Such meetings with the Union representative/advisor shall not interfere with the operation and programs of the House. Consent will not be unreasonably withheld.

## **Article 4 – Human Rights**

### **4.01 Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, or any other action by reason of any enumerated grounds under the HUMAN RIGHTS ACT, 2010, SNL2010 CHAPTER H-13.1 such as age, race, creed, colour, ethnic origin, nationality, religious creed, political affiliation or activity, political opinion, sex, sexual orientation, gender identity, gender expression, marital or parental status, family status, source of income, place of residence, physical or mental disability, nor by reason of their membership or activity in the Union

### **4.02 Personal Rights**

The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be asked or required to do personal services for a supervisor which are not connected with the operation of the Employer.

### **4.03 Sexual and Personal Harassment**

Both the Employer and the Union consider sexual/personal harassment to be reprehensible and are committed to maintaining an environment where sexual/personal harassment does not exist.

The Union and the Employer recognize the right of employees to work in an environment which is free from harassment by the Employer, an agent of the Employer, or by other employees. The parties shall undertake to investigate alleged occurrences with all possible dispatch. If harassment has taken place, the Employer shall take appropriate action against the harasser and shall ensure that the harassment ceases. The victim shall be protected from repercussions which might result from their complaint.

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

(a) Definition of Sexual Harassment

Sexual harassment is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonably to know to be unwelcome, objectionable or offensive. The behaviour may be on a one (1) time basis. It is unsolicited, one-sided and/or coercive. Both males and females may be the victims of sexual harassment.

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

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

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

(b) Personal harassment is any behaviour that endangers an employee's job, undermines performance or threatens the economic livelihood of the employee or which the harasser knows or ought reasonably to know, to be unwelcome or offensive, and which is based on race, religion, religious creed, gender, sexual orientation, marital status, physical or mental disability, political opinion, colour, or ethnic, national or social origin.

## **Article 5 – Union Membership Requirement**

### **5.01 Union Membership Requirement**

All employees who are members of the Union at the time of signing of this Agreement shall remain members during the term of this Agreement, provided they continue to occupy a bargaining unit position.

All employees hired after the signing of this Agreement, other than students on field placement and contractual employees engaged to undertake work which would not be performed by the members of the bargaining unit, shall immediately become and remain members of the Union, provided they continue to occupy bargaining unit positions.

## **Article 6 – Check-Off of Union Dues**

### **6.01 Check-Off Payments**

The Employer shall deduct from employees coming within the bargaining unit the monthly dues and initiation fees of the Union and forward these deductions to the National Secretary Treasurer of CUPE not later than the 15th day of each month.

The cheque shall be accompanied by a list of the names of employees whose wages the deductions have been made, a list of staff additions and deletions since the last report and the gross basic salary of all bargaining unit members for the period.

### **6.02 Dues Receipt**

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

## **Article 7 – Employer and Union Shall Acquaint Potential Employees**

### **7.01 Potential Employees**

The Employer agrees to acquaint potential employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

## **7.02 Interviewing Opportunities**

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

## **Article 8 - Correspondence**

### **8.01 Correspondence**

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Board of Directors or Administrator/Executive Director/Supervisor where applicable or their designate and the Recording Secretary of the Union or their designate.

## **Article 9 – Labour Management Committee**

### **9.01 Labour Management Committee**

It is agreed that a Labour Management Committee will be established consisting of two (2) representatives from the Union and the Administrator, who has the option to appoint a Board member to the Committee. Meetings will be held monthly or as requested by either party to discuss issues of mutual interest, including such issues as services to residents or anticipated changes that may affect employees' salary, workload or working conditions. The Committee does not have the jurisdiction to discuss matters which are properly the matter of a grievance, arbitration or negotiation. Minutes of each meeting shall be prepared and signed by representatives from both the Employer and the Union.

## **Article 10 – Labour Management Bargaining Relations**

### **10.01 Union Bargaining Committee**

A Union Bargaining Committee elected or appointed to negotiate with the Employer shall consist of not more than two (2) employees. The Union will advise the Employer at least one (1) month in advance of the commencement of

negotiations of the Union members on the Committee. The Employer will likewise advise the Union of the Employer representatives on the Committee.

### **10.02 No Loss of Pay**

The members of the Union Bargaining Committee shall not incur a reduction in their regular pay as a result of time spent in negotiations with the Employer including leave with pay for one day of pre negotiation preparation if required and requested by the Union.

## **Article 11 – Resolutions and Reports of the Employer**

### **11.01 Copies of Resolutions**

Copies of all by-laws, rules and regulations adopted by the Employer/Board which directly affect the members of this Union are to be forwarded to the Union.

## **Article 12 – Grievance Procedure**

### **12.01 Recognition of Union Stewards and Grievance Committee**

The Employer acknowledges the rights and duties of the two (2) Union Stewards to assist any employee in preparing and presenting a grievance in accordance with the Grievance Procedure. However, it is understood that only one Shop Steward at a time may be permitted to leave their work with permission from the Employer.

### **12.02 Permission to Leave Work**

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this agreement. Therefore, no Steward shall leave their work without obtaining the permission of their Supervisor, which permission shall not be unreasonably withheld.

### **12.03 Definition of Grievance**

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

## **12.04 Settling of Grievance**

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

### Step 1

The aggrieved employee shall, within ten (10) calendar days after becoming aware of the occurrence of the grievance, submit their grievance to the Shop Steward or in the absence of their Shop Steward, another Shop Steward may process the grievance.

At each step of the grievance procedure the grievor shall have the right to be present.

### Step 2

With the exception of the dismissal of a probationary employee due to unsuitability or incompetence, a Shop Steward may within ten (10) calendar days following receipt of the grievance, submit their grievance in writing to the Administrator outlining the alleged violation and redress sought. An earnest effort shall be made by all parties to settle the grievance at Step 2. The supervisor's reply shall outline their objections, or disagreement with the grievance.

### Step 3

Failing satisfactory settlement within ten (10) calendar days after the dispute was submitted under Step 2, the Shop Steward shall, within a further ten (10) calendar days, submit the grievance to the Board of Directors or Executive Director where applicable who shall render a decision with Ten (10) calendar days after receipt of such grievance. The Board of Directors or Executive Director where applicable may also seek an additional meeting with the Union in an attempt to resolve the grievance at this stage.

### Step 4

Failing settlement being reached in Step 3, either party may refer the dispute to arbitration within twenty-one (21) calendar days of the Administrator's decision in Step 3.

## **12.05 Policy Grievance**

Where a dispute involves a question of general application or interpretation, or where a group of employees or the Union has a grievance, the grievance may be submitted by the Union.

## **12.06 Union May Institute Grievances**

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. Such a grievance shall commence at Step 4.

## **12.07 Deviation from Grievance Procedure**

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.

## **12.08 Replies in Writing**

Replies to grievances stating reasons shall be in writing at all stages.

## **12.09 Facilities for Grievances**

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

## **12.10 Mutually Agreed Changes**

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

## **12.11 Use of Mediation**

- (a) Where Step 2 of the Grievance Procedure fails to settle the grievance, the parties may mutually agree to refer the matter to the grievance mediation process of the Labour Relations Agency prior to electing to proceed to Arbitration as outlined in Article 13. If the mediation process fails to resolve the grievance, either party may refer the matter to arbitration.
- (b) Where a grievance is submitted to mediation, such submission shall not in any way affect the time limits or any other provisions of the Arbitration Procedure.

## **Article 13 – Arbitration**

### **13.01 Referral to Arbitration**

When a grievance is referred to arbitration in accordance with Article 12, the referral shall be made by registered mail addressed to the other party of the Agreement, indicating the name of a proposed arbitrator. Within seven (7) calendar days thereafter, the other party shall answer by registered mail indicating either its agreement with the proposed arbitrator or the name of an alternate arbitrator.

### **13.02 Sole Arbitrator vs Arbitration Board**

Where practical, all grievances referred to arbitration should be decided by a sole arbitrator. However, either party retains the right to have the grievance heard by an Arbitration Board.

### **13.04 Sole Arbitrator/Failure to Appoint**

When either party requests that a grievance be submitted to a sole arbitrator the request shall be made in writing addressed to the other party of the Agreement and shall contain the names of three arbitrators selected from the panel of arbitrators provided by the Newfoundland and Labrador Labour Management Committee. The party receiving the request shall respond within fifteen (15) calendar days of receiving the request indicating acceptance of one (1) of the three arbitrators, or, if neither of the three arbitrators is acceptable, counter-proposing the names of no more than three other arbitrators to sit as sole arbitrator. If both parties fail to agree on an arbitrator, the Minister responsible for labour, on the request of either party, shall appoint an arbitrator.

### **13.04 Composition of Board of Arbitration/Failure to Appoint**

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Arbitration Board. The recipient of the notice shall, within fifteen (15) calendar days thereafter, answer in writing indicating the name and address of its nominee to the arbitration board. The two (2) nominees shall then endeavour to agree on a third person to act as Chairperson of the Board of Arbitration. If the party receiving the notice fails to appoint a nominee, or if the two (2) nominees fail to agree on a Chairperson within fifteen (15) calendar days of their appointment, the appointment shall be made by the Minister responsible for labour upon the request of either party.

### **13.05 Decision of the Arbitrator/Arbitration**

The decision of the sole Arbitrator or the decision of the majority or Chairman of the Board shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Arbitrator shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which he deems just and equitable.

### **13.06 Expenses of the Sole Arbitrator or Arbitration Board**

(a) Sole Arbitrator

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

(b) Board of Arbitration

Each party to the Board of Arbitration shall pay the fees and expenses of its nominee, its representatives and witnesses, and one-half (1/2) of the fees and expenses of the Chairperson.

### **13.07 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this agreement are not mandatory but merely directory.

### **13.08 Witnesses**

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses or any other witnesses. Employees attending as witnesses will be granted time off work with pay and without loss of seniority or benefits of the collective agreement.

### **13.09 Union Representation**

The Employer recognizes the right of employees to be represented by a full time representative of the Union at any step of the Arbitration Procedure.

### **13.10 Conflict of Interest**

No person shall be appointed to act as arbitration board chairperson who:

- (a) has any pecuniary interest in the matters referred to the arbitration board, or
- (b) is acting or has within a period of six (6) months preceding the date of his appointment acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either the Employer, the Union or any other affected parties.

### **13.11 Expedited Arbitration**

Subject to agreement of both parties, a form of expedited arbitration 1 or 2 may be used following Step 3 of the Grievance Procedure. The particulars are as follows:

#### Expedited 1

- (a) In any dispute of interpretation or application of the Collective Agreement, the parties agree to submit a written brief only detailing the arguments of the respective parties to a single arbitrator within twenty-one (21) calendar days of the referral to arbitration.
- (b) The single arbitrator must be agreed to by both parties within seven (7) calendar days of the referral to arbitration and the appointed arbitrator must be willing to render a verbal decision within two (2) calendar days following receipt of the written brief from each party.
- (c) Decisions will be non precedential and without prejudice for any subsequent grievance of a similar nature.

#### Expedited 2

- (a) In any dispute of interpretation or application of the Collective Agreement, the parties agree to submit a written brief and present oral arguments to a single arbitrator within thirty (30) calendar days of the referral to arbitration.
- (b) The single arbitrator must be agreed to by both parties within seven (7) calendar days of the referral to arbitration and the appointed arbitrator must be willing to render a written decision within ten (10) calendar days following presentation of written briefs and oral arguments of each party.
- (c) The single arbitrator may, for the purpose of their clarification, request the appearance of witnesses for questioning at the time of the hearing or during the decision period when an additional meeting may be convened by the arbitrator.

Both parties retain access to the complete arbitration process as described in Article 13 of the Collective Agreement where they do not wish to implement expedited arbitration 1 or 2.

Decisions of the arbitrator will be binding on both parties within the guidelines of The Labour Relations Act.

Cost will be shared on a 50/50 basis.

### **13.12 Own Procedure**

The Chairperson of the Arbitration Board shall determine his own procedure but shall give full opportunity to all parties to present evidence and make representations.

### **13.13 Technical Objection**

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

### **13.14 Disagreement on Decision**

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

## **Article 14 – Discharge, Suspension and Discipline**

### **14.01 Discharge Procedure**

- (a) An employee who has completed their probationary period may be dismissed, but only for just cause.
- (b) The dismissal of a probationary employee for reasons of unsuitability or incompetence, as assessed by the Employer, shall not be subject to the grievance or arbitration procedure except where discrimination or bad faith is alleged.
- (c) When an employee is discharged, suspended or reprimanded, such employee shall be notified verbally of the reason at the time of such action

and shall receive written confirmation of the reason within a further seven (7) calendar days.

#### **14.02 Discipline Procedure**

The employee shall be notified in writing by the Employer, with full disclosure of the reasons, grounds for action, and/or penalty, with a copy to the Secretary of the Union.

#### **14.03 Burden of Proof**

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer.

#### **14.04 Warning**

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

#### **14.05 Designation of Supervisor**

Every employee shall be notified of the name of their immediate designated supervisor.

#### **14.06 Adverse Report**

(a) The Employer shall notify an employee in writing of any dissatisfaction concerning their work within fourteen (14) calendar days from the occurrence or discovery of the incident giving rise to discipline. This notification shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of their record for use against their at any time.

The report of an employee shall not be used against their after eighteen (18) months have elapsed, providing another warning or reprimand relating to the same or similar offence has not been given within that period. The employee's written reply to such notification of dissatisfaction shall become part of their record.

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.

- (b) Employees who receive notification from the Employer regarding any dissatisfaction concerning their work has the right to reply in writing to such notification of dissatisfaction. Both the Employer's notification of dissatisfaction and the employee's reply to such notice of dissatisfaction shall become a part of the employee's personal record of employment and placed upon the employee's personal file.

#### **14.07 Right to Have Steward Present**

An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their steward to be present at the interview.

#### **14.08 Personal Records**

- (a) There shall be one (1) recognized personal file for each employee, or former employee, the location of which shall be designated by the Employer. It shall not be shared in any manner with any other employee or agency without the prior written consent of the employee concerned.
- (b) An employee shall have the right at any reasonable time to have access to and review their personal file and to make copies of any material contained in the file. The employee may be accompanied by their union representative if so desired.
- (c) A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee who shall acknowledge having received such document by signing that file copy. Additional copies of such documents shall be provided to the employee upon request.
- (d) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's file.

#### **14.09 Justice and Dignity Provisions**

If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction but feels the employee should be removed from their place of employment, it shall be with pay.

#### **14.10 Removal of Documents on Personal File**

Any document on an employee's file relating to an adverse report, warning, suspension or reprimand shall be removed from employees file after eighteen (18) months. Any other document which may be detrimental to an employee's standing or advancement with the Employer may be retained on their file but shall not be used against them after eighteen (18) months.

### **Article 15 – Seniority**

#### **15.01 Seniority Defined**

Seniority is defined as the date of hire with the Employer subject to Article 15.04 "Loss of Seniority" and will serve as the criteria for the establishment of the Seniority List in Article 15.02.

#### **15.02 Seniority List**

- (a) An up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January of each year. Any objections to the list must be filed within thirty (30) calendar days of the posting after which the Seniority List shall be deemed as correct.
- (b) This list shall be used to determine preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the workforce, and recall, subject to the applicable provisions of the collective agreement.

#### **15.03 Probation for Newly Hired Employees**

Newly hired employees shall be on probation for the first five hundred and eighty (580) hours of service and, subject to Clause 14.01, shall be entitled to all rights and benefits of the contract. Should a probationary employee work less than fifteen (15) weekday day shifts during the probationary period, the probationary period may be extended by mutual agreement between the Employer and Union. A probationary employee not achieving the required hours of service shall be

deemed to have completed their probationary period two years from their date of hire.

#### **15.04 Loss of Seniority**

An employee shall not lose seniority if they are absent from work because of sickness, disability, accident, lay-off or leave approved by the Employer.

An employee shall only lose their seniority in the event:

- (a) They are discharged for just cause and is not reinstated.
- (b) They resign in writing and do not withdraw within three (3) calendar days.
- (c) They fail to return to work within fifteen (15) working days following a recall and after receiving notice by registered mail to do so, unless an acceptable reason is given by the employee. The refusal of an employee to accept recall for an acceptable reason will not result in termination of seniority and will not prejudice their right to recall in the future. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.
- (d) They are a relief worker and refuses a call to work on three (3) consecutive occasions to a position on the same pay range, or a higher pay range if the employee is qualified, without providing an acceptable reason.
- (e) They are laid off for a period in excess of twenty-four (24) months.
- (f) They are absent from work for five (5) consecutive days without notifying the Employer, except where such notification was not reasonably possible.

#### **15.05 Permanent Transfer Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of ninety (90) calendar days. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

### **15.06 Temporary Assignment Outside Bargaining Unit**

Employees who are temporarily assigned outside the bargaining unit in accordance with Article 25.02, shall continue to accumulate seniority and have access to the grievance procedure. Such employees shall also continue paying union dues for the term of the temporary assignment.

## **Article 16 – Promotions and Staff Changes**

### **16.01 Job Posting**

When a new position is created or when a vacancy occurs either inside or outside the bargaining unit and in respect of which the Employer has decided the position will be filled, the Employer shall post notice of the position on a Bulletin Board or in a posting book located in the House for a minimum of ten (10) calendar days so that all members will know about the vacancy or new position.

### **16.02 Information in Posting**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

### **16.03 No Outside Advertising**

No outside advertisements shall be placed and no outside applicant for a position within the bargaining unit shall be selected until the applications of present employees have been fully processed.

### **16.04 Role of Seniority in Promotions, Transfers and Staff Changes**

Both parties recognize: the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service.

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

shall apply. The Employer agrees not to establish qualifications and abilities for positions in an arbitrary or discriminatory manner.

#### **16.05 Trial Period**

The successful applicant shall be notified within one week following the end of the posting period. They shall be given a trial period of two months. The Employer shall not curtail the trial period without just cause before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

#### **16.06 Notification**

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and the Union.

#### **16.07 On the Job Training**

- (a) According to Transition House finances and other practical considerations, participation at local, regional, and national conferences will be encouraged for all staff, as will participation in part-time educational courses related directly to their work.
- (b) The Employer will endeavour to implement a staff training and development program to provide staff with additional skills in dealing with clients/residents and workplace conditions.
- (c) Training Courses  
The Employer agrees to bulletin all courses or training opportunities which it feels are necessary and/or desirable to assist employees in upgrading their job-related skills. The bulletin shall contain the name and date of the course and where further information can be obtained. Training opportunities will be provided to employees on an equitable basis.

## **16.09 Permanent Employees in Temporary Positions**

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

## **Article 17 - Layoffs and Recalls**

### **17.01 Definition of Layoff**

A layoff shall be defined as a reduction in hours of work or a temporary cessation of employment due to lack of work or the abolition of a post.

### **17.02 Role of Seniority in Layoffs**

- (a) In the event of a layoff, permanent employees in the classification affected by the layoff shall be laid off in the reverse order of seniority within the classification. The affected employee may bump another permanent employee with similar hours in another classification with the least seniority provided:
  - (i) the employee exercising the right to bump is qualified and able to perform the work, and
  - (ii) the right to bump is exercised prior to the expiration of the notice of layoff.
- (b) If no employee with similar hours is available, the employee may bump another employee in another classification with the least seniority provided (i) the employee exercising the right to bump is qualified and able to perform the work, and (ii) the right to bump is exercised prior to the expiration of the notice of layoff. Should the affected employee bump into a position with a greater number of hours than their original position, then they shall assume the same number of hours, subject to operational considerations. The newly bumped employee shall be given the opportunity to retain the remaining hours.
- (c) Any employee who is bumped in accordance with this procedure will be deemed to have been given notice of lay-off effective the date that the employee who bumped them was given notice of lay-off.

### **17.03 Recall Procedure**

- (a) Recall of Permanent Employees
  - (i) Subject to Clause 17.03 (c), permanent employees shall be recalled in order of their seniority provided they are qualified to perform the work required.
  - (ii) Permanent employees on layoff status shall be recalled for relief employment before relief workers provided they are qualified to perform the work required.
- (b) Call-in of Relief Workers

Relief workers shall be called-in for relief employment in order of their seniority provided these employees are qualified and able to perform the work required and have not already worked or been called-in for a shift within eight (8) hours of the current shift, unless otherwise mutually agreed between the employee and the Employer. The Employer is not required to call-in an employee who has been laid off in excess of twenty-four (24) months.

### **17.05 Advance Notice of Layoff**

- (a) Except in the case of dismissal for just cause, two (2) weeks notice, in writing, shall be given to permanent, probationary or temporary employees who are to be terminated or laid off. If such notice is not given, the employee shall be paid for the number of days by which the notice was reduced.
- (b) Advance notice shall not be required for termination of relief workers who are hired for a specified time period except when the specified time period is reduced.
- (c) Permanent, probationary and relief employees, other than those hired for a specific time period, are required to provide the Employer with two (2) weeks advance written notice of their intention to terminate employment.
- (d) Vacation leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the employee and the Employer.
- (e) The period of notice may be reduced or eliminated by mutual agreement.

## **17.06 Grievance on Layoffs and Recalls**

Grievances concerning lay-offs and recalls shall be initiated at Step 4 of the Grievance Procedure.

## **17.07 Bumping Procedure**

(a) Time Limits

The employee, upon receipt of notice of layoff in writing, must exercise their bumping rights by indicating their intentions to the Employer in writing within one (1) week of receiving the notice of layoff.

(b) Deemed to Accept Layoff

Employees who do not indicate their intentions to exercise their bumping rights within the one (1) week period as stipulated in Clause 17.07 (b) shall be deemed by the Employer to have accepted the layoff as referenced in Clause 17.02.

(c) Notice of Layoff

An employee who is bumped in accordance with this procedure will be deemed to have been given notice of layoff effective the date that the employee who bumped them was given notice of layoff.

## **17.08 Continuation of Benefits**

In the event of a layoff, employees so affected shall have the right to continue any employee benefit plan, except the Pension Plan, subject to enacted legislation and subject to the terms of the carrier, through direct payments by the employee at no cost to the Employer.

## **17.09 Option of Hours or Layoff**

Any permanent employee who may have their shift changed or their hours of work reduced because of the layoff procedure as per the provisions of this Article shall have the option of accepting the change in shift or reduction in hours, going on layoff or exercising their right to bump.

## **17.10 Pay in Lieu of Notice**

Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age

and completed years of continuous service since the last date of employment, as per Schedule "B". Where an earlier effective date is required employees shall receive redundancy pay in lieu of notice. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly. Employees who are re-employed with Hope Haven Inc. shall be required to pay back part of any severance pay/pay in lieu of notice they received. The amount they have to pay back shall be based on the length of time they have been out of the employment from the Employer. The amount repaid will be based on the net amount received by the employee or the amount paid to a financial institution on behalf of an employee.

## **Article 18 – Hours of Work**

### **18.01 Working Schedule**

(a) Regular Daily Hours

The normal daily hours of work for C.I.W. employees shall be twelve and a quarter (12.25) hours per day, inclusive of meal breaks, and the normal weekly hours of work for C.I.W. employees shall be thirty-six and three quarters (36.75) hours for full time employees.

The normal daily hours of work for Administrative Assistant employee(s) shall be seven (7) hours per day, exclusive of meal breaks, and the normal weekly hours of work for Administrative Assistant employee(s) shall be thirty-five (35) hours for full time employees.

The Employer reserves the right to hire employees in the above classifications for less than full time hours.

(b) Working Schedule

(i) The working schedule for each employee showing the shifts and days off work shall be posted in an appropriate place at least two (2) weeks in advance.

(ii) When an employee's days off are changed without having been given at least forty-eight (48) hours prior notice of having to work on their day(s) off, they shall be paid double (2x) their regular hourly rate for each hour worked on the scheduled day(s) off.

(iii) Permanent employees shall not be scheduled for more than six (6) consecutive days of work unless mutually agreed otherwise between the supervisor and the employee.

- (iv) Permanent employees shall be scheduled with a minimum of eight (8) hours between shifts unless otherwise agreed to by mutual consent, in writing, between the employee and the supervisor. Employees required to work with less than eight (8) hours of rest shall be compensated at time and one half (1½) for all hours worked.
  - (v) Part-time employees shall not be scheduled by the Employer for less than three (3) hours in any shift.
  - (vi) Employees required to attend pre-scheduled staff meetings on their days off shall receive a minimum of three (3) hours pay at straight time rates.
- (c) Rest Periods
- (i) Each employee shall be entitled to a rest period of fifteen (15) consecutive minutes in the first half and in the second half of a full working day, at a time to be scheduled by the Supervisor.
  - (ii) In circumstances where the granting of a rest period is not feasible due to operational requirements and/or resident or staff safety, the employee and the Supervisor may mutually agree on an alternative arrangement to provide the employee with an acceptable rest period.
- (d) Days Off
- (i) Subject to scheduling requirements, days off shall be allocated at the rate of the minimum of two (2) consecutive days off except where mutually agreed between the employee and the Co-ordinator.
  - (ii) Days off shall be planned in such a way as to distribute weekends off so that employees shall receive every third weekend off and the Employer shall endeavour to grant every second weekend off.
  - (iii) Shift Rotation  
Where there is a shift rotation, all shifts shall rotate in an equitable manner. Subject to operational and scheduling requirements, the Employer will endeavour to accommodate employee requests to work evenings or nights on a permanent basis.
- (e) Change of Shift  
When an employee's regularly scheduled shift is changed to another shift in that day, they shall be given prior notice as follows:

- (i) twenty-four (24) hours notice before the originally scheduled shift, if the rescheduled shift occurs after the originally scheduled shift;
  - (ii) twenty-four (24) hours notice before the rescheduled shift if the rescheduled shift occurs before the originally scheduled shift.
  - (iii) Should the required notice not be given in accordance with this Article, the employee shall be paid at the rate of time and one-half (1½) their regular hourly rate for the shift worked.
  - (iv) In cases where the employee's regularly scheduled shift is changed, it is the responsibility of the Employer to notify the employee affected by the change before they reports to work.
- (f) Exchange of Shift  
Employees may be permitted to exchange their shifts with an employee in the same classification provided that the employee's Supervisor is notified and approves the change in shift.
- (g) Rest Between Shifts  
Employees shall be scheduled with a minimum of eight (8) hours between shifts unless otherwise agreed to by mutual consent, in writing, between the employee and the supervisor. Employees required to work with less than eight (8) hours rest shall be compensated at time and one-half (1½) for all hours worked.
- (h) Split Shifts  
There shall be no split shifts, unless mutually agreed between the employee and the Supervisor.

## **Article 19 – Overtime**

### **19.01 Overtime**

- (a) All time worked by a permanent employee in the C.I.W. classification, in excess of 12.25 hours per day or 36.75 hours per week shall be paid at the rate of time and one-half (1½) with the exception of employee training sessions or pre-scheduled staff meetings.

All time worked by a permanent employee in the Administrative Assistant classification, in excess of 7 hours per day or 35 hours per week shall be paid at the rate of time and one-half (1½).

- (b) All time worked by part-time employees and relief workers in excess of those hours as noted in Article 19.01 (a) shall be considered overtime.

### **19.02 No Layoff to Compensate for Overtime**

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

### **19.03 Calculation of Overtime Rates**

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

### **19.04 Call Back Guarantee**

- (a) An employee who is called back to work after they have left their place of work shall be paid a minimum of three (3) hours at the overtime rate, provided the work is not contiguous to scheduled working hours.
- (b) An employee who is called back to work and completes the work assigned in less than the three (3) hour minimum, but is subsequently recalled within the three (3) hour minimum, only receives the benefit of the three (3) hour minimum once. However, should the total time on one or more calls exceed the three (3) hour minimum, the employee will be compensated for the actual time worked at the normal overtime rate.
- (c) A relief worker who is called to work shall receive a minimum of three (3) hours pay at regular rates for the particular classification for which they have been called.

### **19.05 Time Off in Lieu of Overtime**

Where requested by the employee, the Employer may grant time off in lieu of overtime, at overtime rates.

### **19.06 Authorized Overtime**

All overtime shall be authorized by the Employer.

## Article 20 – Shift Work

### 20.01 Shift Differential

- (a) A shift differential shall be paid for each hour the employee works, between 4 p.m. of one day and 8 a.m. of the following day. The shift differential rate shall be two dollars and thirty cents (\$2.30) per hour.
- (b) Saturday and Sunday Differential  
A Saturday and Sunday differential shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday. The shift differential rate shall be two dollars and fifty-five cents (\$2.55) per hour.
- (c) If an employee qualifies for both differentials, they shall receive both.

### 20.02 Changes to Daylight Savings Time

The employee working the additional hours will be compensated at overtime rates.

## Article 21 – Paid Holidays

### 21.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Memorial Day	Christmas Day
Labour Day	Boxing Day

One (1) other day to be taken at the convenience of the employees with the Employer's approval, which will not be unreasonably denied, and any other day or days as may be proclaimed by the Lieutenant Governor-in-Council as a public holiday for the purpose of the Act.

### 21.02 Pay for Regular Scheduled Work on a Paid Holiday

- (a) Employees who are required to work on a designated holiday, shall be paid at the rate of time and one half (1½) for each hour worked on the holiday and will be granted another day off in lieu of the holiday at a time to be

mutually agreed between the Employer and the employee. Such requests for time off shall not be unreasonably denied by the Employer.

- (b) Where a paid holiday falls on an employee's scheduled day of rest, the employee shall receive another day off at a time mutually agreed upon or pay for twelve (12) hours at the employees' regular rate of pay.
- (c) Relief Workers shall be paid at the rate of double time and one-half for each hour worked on a paid holiday (as specified in Clause 21.01) but will not get another day off in lieu of pay. The holiday(s) so worked shall be deducted from holidays considered for pro-ration purposes at year end.

### **21.03 Christmas/New Years Scheduling**

The Employer will endeavour to have employees scheduled on Christmas Day not be scheduled to work on New Year's Day and to receive New Year's Eve as a scheduled day off. Similarly, the Employer will endeavour to have employees scheduled to work on New Year's Day not be scheduled to work on Christmas Day and to receive Christmas Eve as a day off unless mutually agreed between the employee and their supervisor. Unless mutually agreed between the employee and their supervisor, the Employer will endeavour not to schedule an employee to work two (2) consecutive Christmas or New Year's Days.

### **21.04 Banking of Holidays**

Days earned shall be taken by mutual agreement as per Clause 21.02 but, if not taken within ninety (90) working days of the holiday carried, then such time will be paid out.

### **21.05 Holiday Compensation for Temporary and Part-Time Employees and Relief Workers**

For holidays not worked, relief workers shall be entitled to holiday pay on a pro-rata basis based on the number of hours worked. This compensation will be paid on the first pay cheque in January of each year. The pro-ration formula to be used is as follows:

$$\frac{\# \text{ of hours worked in year}}{1911} \times \frac{\# \text{ of paid holidays not worked}}{12 \text{ hours}} \times \text{regular hourly salary rate} = \text{Holiday Pay}$$

## **21.06 Statutory Holiday Replacement**

Each year, an employee shall be entitled to designate replacement statutory holiday(s) that are days of cultural or religious significance to the employee in place of any or all of the statutory holidays outlined in the collective agreement. The Employer will endeavor to accommodate such requests and such requests shall not be unreasonably denied.

For the purposes of this article, cultural or religious significance shall be defined as: A day in which a religious observation is held or a day that celebrates the culture of a particular nation, people, or other social group.

The employee shall inform the Employer of their choice(s), in writing, prior to November 15 in the calendar year before the new designations take effect. Such notice shall state clearly which statutory holiday(s) the employee is replacing and which day(s) of cultural or religious significance, including the dates on which they occur, that they are designating in the stead of the replaced statutory holiday(s).

Where the specific date(s) of cultural or religious significance are not yet confirmed, on or before November 15 in the calendar year before the new designations take effect, the employee will notify the Employer of the day(s) of significance and will provide date(s) as soon as they become available. The Employer will endeavor to accommodate such requests received after November 15 in the calendar year before the new designations take effect, subject to operational requirements and availability of replacement staff. Requests will not unreasonably be denied.

Such statutory holiday replacement, once designated, will not be amendable for the applicable calendar year. The Employer will grant the newly designated holiday(s) as paid day(s) off. Once designated per the above process, the newly named holiday(s) shall be the day(s) to which all rights which are normally associated with the specific statutory holiday being replaced are now applied:

The newly designated holiday days will attract all benefits of the collective agreement as if that day were the actual statutory holiday that they are designated to replace.

The replaced statutory holiday(s) will become a regular day, whether it be a workday or a day of rest and will not attract any additional benefit previously attributable to it as a statutory holiday: all such benefits will have transferred to the designated replacement day(s).

Where the Employer does not provide service on a day described, and where the employee is scheduled to work on that day of the week, the Employer will make reasonable efforts to provide meaningful work, including work from home arrangements to the employee on that day.

Where the Employer has determined it is unable to provide meaningful work on that day, the Employer, the employee, and a representative of the Union will meet as soon as possible to discuss alternate work arrangements. If no resolution is still possible, the employee may access banked overtime and other like paid banks, or in a last resort, vacation leave to cover the missed day of work.

## **Article 22 – Vacations**

### **22.01 Length of Vacation**

- (a) A permanent employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

less than one year	13.3 hours
one to ten years	4 weeks
ten to twenty-five years	5 weeks
in excess of twenty-five years	6 weeks

- (b) Relief workers and part time employees who work relief shifts shall be entitled to accrue and take earned annual vacation or receive their pro-rated accumulated vacation pay on their bi-weekly payroll.

### **22.02 Banking Vacation Hours**

- (a) All employees, with the exception of Relief workers, may carry forward to a subsequent year annual leave equivalent to their current year's entitlement.
- (b) Part time employees shall be entitled to use accumulated annual leave in a similar manner as full time employees. While on vacation they shall not be eligible for additional hours or overtime.
- (c) Employees who are prohibited from taking annual leave because of Workers' Compensation benefits or extended sick leave shall be allowed to carry forward an additional years entitlement.

### **22.03 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday provided for in Clause 21.01 occurs during an employee's annual leave, the employee will be charged with the holiday and there will be no deduction from annual leave credit for that particular day.

#### **22.04 Vacation Pay on Termination**

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

#### **22.05 Vacation Schedules**

Vacations may be requested at any time during the year. Subject to operational requirements, a reasonable effort shall be made to grant annual vacation at the time requested by the employee. In the event of conflict between employees' requested vacation dates, seniority shall be the determining factor in deciding vacation dates.

#### **22.06 Approved Leave of Absence During Vacation**

Where an employee qualifies for sick leave, bereavement or any other approved leave during their period of vacation, they may change the status of their leave effective the date they notify the Employer. In the case of sick leave, a medical certificate will be submitted by an employee.

#### **22.07 Overtime Vacation Rule**

An employee who is recalled to work while on annual leave shall be compensated at the rate of time and one-half (1½) for time worked during the annual vacation period. Hours worked while on vacation will not be deducted from the employee's annual leave credits.

#### **22.08 Month of Service**

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

### **Article 23 – Sick Leave**

#### **23.01 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under

examination or treatment of a physician, chiropractor, or dentist, because of an accident for which compensation is not payable under the Workers' Compensation Act.

### **23.02 Amount of Paid Sick Leave**

- (a) An employee is eligible to accumulate sick leave with full pay at the rate of eight (8) hours a day for each month of service.
- (b) The maximum number of hours of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed one thousand nine hundred and twenty (1920) hours.

### **23.03 Accumulation of Sick Leave**

The unused portion of an employee's sick leave shall accrue for their future use.

### **23.04 Proof of Illness**

- (a) Irregular Occurrence  
The Employer may require the employee to produce a certificate from a medical practitioner for an illness in excess of three (3) consecutive working days, certifying that they are unable to carry out their duties due to illness. The Employer has to be notified before shift begins. The Employer has the right to request a medical certificate for aggregate in excess of five (5) occurrences annually and at any time when a pattern seems to be established.
- (b) Chronic Illness  
There may be cases where an employee has an ongoing medical condition where they foresee a use of sick days beyond the number of days allowed before a medical certificate is required. In an effort to minimize the number of medical certificates required, employees with an ongoing medical conditions are permitted to submit a medical certificate at the beginning of each calendar year outlining that they have an ongoing medical condition to the Employer.

If the Employer is satisfied with the medical certificate, then the employee does not have to provide a medical certificate for each subsequent day of illness related to the ongoing medical condition for the remainder of the calendar year.

### **23.05 Sick Leave During Leave of Absence and Layoff**

When an employee is given paid leave of absence for any reason, they shall receive sick leave credit for the period of such absence on their return to work. When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such lay-off.

### **23.06 Extension of Sick Leave**

- (a) An employee who has exhausted their sick leave credits may, if still unfit to return to work, proceed on annual leave and if not eligible for annual leave, on special unpaid leave to a maximum of one (1) consecutive year. Medical certificates shall be submitted as requested by the Employer.
  
- (b)
  - (i) An employee with more than five (5) years of service who has exhausted their sick leave credits may be allowed in the event of illness in excess of twelve (12) days, an extension of their sick leave to a maximum of fifteen (15) eight (8) hour days. This sick leave extension shall be repaid by the employee upon their return to duty from their normal monthly accumulation.
  
  - (ii) When an employee has used the maximum amount of sick leave which may be awarded to them in accordance with this Agreement, they may elect, if they are still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if they are eligible to receive such leave and if not, on special leave without pay to a maximum of one (1) continuous year unless a longer period is mutually agreed upon between the employee and the Employer. Medical certificates shall be submitted as required by the Employer.
  
  - (iii) While on special unpaid leave for sickness, the employee shall continue to accumulate seniority.

### **23.07 Sick Leave Records**

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.

### **23.08 Relief Workers Sick Leave**

Relief workers shall not receive paid sick leave if the employee refuses a recall due to illness. Sick Leave shall only be awarded where:

- (a) the employee has been scheduled to work and is subsequently unable to attend work during the scheduled period due to illness or injury, or
- (b) the employee is unable to accept a shift for which the employee would otherwise have been eligible to work due to an illness or injury requiring a period of hospitalization.

## **Article 24 – Leave of Absence**

### **24.01 Leave of Absence for Union Functions**

Upon written request by the Union to the Employer and with its approval in writing, authorized union representatives shall be granted leave with pay up to a total of ninety-six (96) hours annually for each bargaining unit for the purpose of attending official union functions.

### **24.02 Leave of Absence for Full-Time Union Duties**

Subject to operational conditions, the Employer shall grant, on written request, leave of absence without pay for periods of three (3) months up to one (1) year, for an employee selected for a full-time position with the Union, without loss of accrued benefits. The period of leave of absence may be renewed upon request. Employees may not accrue any benefits other than seniority during such period of absence.

### **24.03 Paid Bereavement Leave**

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

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, grandmother, grandfather, mother-in-law, father-in-law, grandchild, legal guardian, common law spouse or any near relative living in the same household four (4) consecutive days.
- (b) If the case of a son-in-law, daughter-in-law, sister-in-law, or brother-in-law, one (1) day.
- (c) If the death of a relative referred to in Clause 24.03 (a) occurs outside the Province, or outside Labrador in the case of bargaining units in Labrador, the employee may be granted leave with pay not exceeding four (4) consecutive days for the purpose of attending the funeral.

- (d) In cases where extraordinary circumstances prevail, the Employer may, at their discretion, grant special leave for bereavement up to a maximum of two (2) consecutive days in addition to that provided in Clauses 24.03 (a), (b) & (c).
- (e) If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.

#### **24.04 Pallbearer's Leave**

One-half (½) day's leave shall be granted without loss of salary, wages or benefits to attend as a pallbearer.

#### **24.05 Preventative Medical Leave**

Employees shall be entitled to use accumulated sick leave credits for preventive medical care and dental care.

#### **24.06 Paid Jury or Court Witness Duty Leave**

- (a) The Employer shall grant leave with pay to an employee who serves as a juror or who is required to attend jury selection.
- (b) Employees may be entitled to leave with pay when subpoenaed by a board or authority legislatively entitled to issue a subpoena to appear as a witness on matters directly related to their employment with the Employer.

#### **24.07 Education Leave and Examinations**

- (a) Subject to operational requirements and availability of qualified replacement staff, an employee shall be granted unpaid educational leave of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority.
- (b) An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications as determined by the Administrator or designated representative.

## **24.08 Family Leave**

- (a) Subject to Clause 24.08 (b), (c) and (d), an employee who is required to:
- (i) attend to the temporary care of a sick family member living in the same household, and the employee's mother and father;
  - (ii) attend to the needs related to the birth of the employee's child;
  - (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
  - (iv) attend to the needs related to the adoption of a child;
  - (v) attend to the needs related to home or family emergencies; and
  - (vi) attend meetings with school authorities;
- shall be awarded up to twenty-four (24) hours paid family leave in any calendar year.
- (b) In order to qualify for family leave, the employee shall:
- (i) provide as much notice to the Employer as is reasonably possible;
  - (ii) provide to the Employer valid reasons why such leave is required; and
  - (iii) where appropriate and in particular with respect to (iii), (iv) and (v) of Clause 24.08 (a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave.
- (d) A relief worker shall only be granted family leave if they report to work following a recall and subsequently qualifies for family leave during that period for which they were recalled.

## **24.09 Maternity Leave/Adoption Leave/Parental Leave**

- (a) (i) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Clause.
- (ii) Unless legislation is more favourable, an employee is entitled to a maximum of seventy-eight (78) weeks leave under this Clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.

- (b) (i) An employee may return to duty after giving their Administrator two (2) weeks notice of their intention to do so.
- (b) (ii) The employee shall resume their former position and salary upon return from leave, with no loss of accrued benefits.
- (c) (i) Periods of leave up to seventy-eight (78) weeks shall count for seniority purposes, annual leave, sick leave, severance pay, and step progression.
- (c) (ii) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of seventy-eight (78) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- (d) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- (e) While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through their Human Resource Division.

#### **24.10 General Leave**

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

#### **24.11 Unpaid Leave**

- (a) Subject to operational requirements and availability of qualified replacement staff, where required, permanent employees with two (2) years of accumulated service shall be eligible for up to twenty (20) work days of unpaid leave in total and shall be granted service credits for seniority purposes in accordance with Article 15. This period of unpaid leave does not necessarily have to be taken consecutively, but can not be taken in increments of less than three (3) days at a time.
- (b) Upon written request, a permanent employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements and availability of qualified replacement staff. The minimum amount of unpaid leave an employee may

have under this Article is eight (8) consecutive weeks. An employee may, subject to operational requirements and availability of qualified replacement staff, be entitled to another twelve (12) months of unpaid leave on the completion of an additional two (2) years of service from the date that the previous twelve (12) month leave was fully exhausted.

#### **24.12 Compassionate Care Leave**

In accordance with Human Resources and Social Development Canada, Employment Insurance Program for Compassionate Care Benefits, the employer, when requested by an employee, upon production of a certificate, shall grant the employee compassionate leave without pay for up to a period of twenty-eight (28) weeks in order to care for a gravely ill family member as defined by Social Development Canada.

- (a) An employee may return to duty after giving their Employer two (2) weeks' notice of their intention to do so.
- (b) The employee shall resume their former position and salary upon return from leave with no loss of accrued benefits.
- (c) Periods of leave under this clause shall count for severance pay, seniority, annual leave and awarding of increments.

#### **24.13 Domestic Violence Leave**

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

An employee experiencing domestic violence or abuse in their personal life will be able to access up to three (3) days of paid leave and seven (7) days of unpaid leave, for attendance at medical appointments, legal proceedings and any other necessary and related activities. This leave, when approved by the Employer, may be taken consecutively, as single days, or as a fraction of a day. These days are in conjunction with other existing leave entitlements.

The employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

## Article 25 – Payment of Wages and Allowances

### 25.01 Pay Days

Employees will be paid salaries and wages provided for in this contract on a bi-weekly basis. Pay cheques issued shall include an itemized statement of earnings and deductions as well as dates and explanations.

### 25.02 Rate of Pay on Temporary Assignment

An employee who is assigned by the Employer to perform the full scope of duties associated with a higher classification shall be paid at a rate of pay applicable to that classification provided the full scope of duties are performed for at least two (2) consecutive days.

### 25.03 Pay on Transfer

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

### 25.04 Vacation Pay

An employee may, upon giving at least two (2) weeks notice, receive on the last office day preceding commencement of their annual vacation, any pay cheques which may fall during the period of vacation.

### 25.05 Travel on the Employer's Business

(a) Provincial Meal Rates - Effective April 1, 2000

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

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

(b) Travel on Employer's Business - Less Than One (1) Day  
For travel on the Employer's business for less than one (1) day, Travel Expense Rules as prescribed by Treasury Board shall apply.

(c) Mileage Rates  
*Effective Date*                      *Rate*  
April 1, 2000                      thirty one and a half cents (31.5¢) per km

(d) Incidental Expenses  
An employee is entitled to claim an incidental expense when they have been on overnight travel status as follows:

*Effective Date*                      *Rate*  
April 1, 2000                      five dollars (\$5.00) per night

(e) Telephone Calls  
An employee on overnight travel status shall be reimbursed for the cost of one (1) personal long-distance call, not longer than five (5) minutes, for each day the employee is on overnight travel status.

(f) Private Accommodations  
Employees who provide their own accommodations while traveling on the Employer's business will be compensated as follows:

*Effective Date*                      *Rate*  
April 1, 1999                      twenty-five dollars (\$25.00) per night

If the Government increases the kilometre or meal rate, or other benefits noted in this Article then those rates will be applicable for employees covered by this agreement.

## **25.06 Labrador Allowance**

Labrador Benefits Agreement to apply to eligible employees.

## **25.07 Severance Pay**

(Effective March 31, 2018)

(a) An employee who has one (1) or more years of continuous service in the employ of the Employer is entitled to be paid, or in the event of death to the employee's estate, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by their weekly salary to a maximum of twenty (20) weeks' pay. Maternity

leave and adoption leave up to fifty-two (52) weeks shall be counted as service for severance pay purposes.

- (b) (i) For the purpose of this Article, service for a temporary, seasonal and part-time employees shall be the equivalent of one (1) year of accumulated service provided that where a break in employment exceeds twenty-four (24) consecutive months, service shall commence from the date of re-employment.
- (ii) For the purpose of this Article, any period during which an employee is on authorized leave without pay, such period shall not be deemed to be a break in service; however, periods of authorized leave without pay shall not be considered as service in the calculation of severance pay entitlement unless otherwise specified in the collective agreement.
- (c) The maximum severance pay which an employee shall be paid for their total period of employment in the public service shall not exceed the number of weeks as specified in (a) above.
- (d) The effective date of this Article shall be March 31, 2018. Notwithstanding that employees may elect to defer the receipt of their severance entitlement in accordance with this Article, the rate of pay, service for severance entitlement and position used shall be that on March 31, 2018. Where an employee is on layoff or an approved leave of absence, the position and rate of pay at the date of layoff or date of leave of absence shall be used.
  - (i) Except where a request to defer the payment of severance pay has been received by the employer in accordance with this Article, employees shall receive their severance entitlement on or before April 30, 2020.
  - (ii) Employees who wish to defer the receipt of their severance entitlement to the fiscal year commencing April 1, 2020, may do so by providing written notice to the employer as to which quarter of that fiscal year they wish to receive their severance entitlement. The fiscal year commencing April 1, 2020 shall be divided into the following four (4) quarters:

April 1, 2020 to June 30, 2020

July 1, 2020 to September 30, 2020

October 1, 2020 to December 31, 2020

January 1, 2021 to March 31, 2021

- (iii) Employees who elect to defer the receipt of their severance entitlement to the fiscal year commencing April 2020, shall notify the employer in writing no later than March 31, 2020 and identify the quarter in which they wish to receive their severance entitlement as per this Article. Furthermore, an employee shall indicate in their written notification if they wish to have all or a portion of their severance entitlement rolled into a RRSP. Where the employee fails to indicate same, they shall be paid their full severance entitlement.
- (e) Effective March 31, 2018, there shall be no further accumulation of service for severance pay purposes.

**25.08 On Call/Standby Provisions**

Employees required by the Employer to perform stand-by duty will be compensated at the rate forty dollars (\$40) per twelve (12) hour shift on standby, provided that the employee is available when called. When an employee does report to work when called, they shall be compensated for transportation costs at the appropriate kilometer rate specified in Article 25.05.

**25.09 Reimbursement for Business Insurance**

- (a) The Employer has the right to designate positions which require incumbents to have, as a condition of employment, an automobile available for use on government business. Effective December 16, 1986, where employees in these designated positions are not given notice of this condition of employment prior to appointment to the position, the employee shall have the option not to make an automobile available.

No employee will lose employment as a result of inability to provide an automobile, provided that a reason satisfactory to the Employer is given.

Employees who make an automobile available for use on Government business as a condition of employment shall be reimbursed as follows:

Effective Date	Per Kilometer	Annual Limit (Calendar Year)
2022 04 01	As per Government Rates	First 9,000 km
2022 04 01	As per Government Rates	In excess of 9,000 km

Adjustments on mileage shall be reviewed on a monthly basis. Employees who receive the above rates are not entitled to the rates set out in Article 25.05

- (b) Upon submission of a receipt, employees who are required, as a condition of employment, to have access to an automobile for use on Employer's business shall be entitled to a reimbursement of the difference in cost between personal and business insurance.

#### **25.10 Work from Home Allowance**

The Employer may, with mutual agreement, allow employees who work in the Administrative Assistant position to work from home. In recognition of the employee(s) using their personal telephone(s) and internet, the Employer will provide a quarterly stipend of fifty dollars (\$50) to offset the cost of using their personal telephone(s) and internet.

### **Article 26 – Classification**

#### **26.01 Classification Changes**

Employees shall be notified, in writing, of any changes in their classification.

#### **26.02 Job Descriptions**

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

### **Article 27 – Employee Benefit Plans**

#### **27.01 Employee Pension Plans**

The existing GMPP Plan currently available to the members of Local 4732 will continue in effect subject to any change to the eligibility clause of that Plan.

#### **27.02 Employer Contribution to Group Insurance and Pension Plan**

The cost of any Group Life and Medical Plan introduced into the workplace will be equally cost shared by the Employer and the employees. Likewise, the GMPP

Pension Plan currently in place will be shared equally by the Employer and the employees.

### **27.03 Workers' Compensation**

All employees shall be covered by the Workers' Compensation Act.

## **Article 28 – Health and Safety**

### **28.01 Cooperation on Safety**

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

There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Health and Safety Article.

### **28.02 Compliance with Health and Safety Legislation**

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union-Employer Health and Safety Committee or negotiations with the Union.

### **28.03 Union-Employer Health and Safety Concerns**

Health and Safety concerns will be an agenda item for the Labour Management Committee as provided in Clause 9.01.

Further to the above, a Health and Safety Committee will be formed consisting of two (2) members of the Union and representative(s) from the Employer. The mandate of this Committee is to adhere to the guidelines of the Provincial Occupational Health and Safety Act including the tabling of their minutes and the determination and resolution of any Health and Safety issues that arise.

### **28.04 Injury Pay Provisions**

An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the

remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

### **28.05 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Employer.

### **28.06 Mandate**

The mandate of Occupational Health & Safety Committees shall be expanded to include environmental issues.

### **28.07 Workplace Violence**

The Employer and the Union recognize the right of employees to work in an environment free from workplace violence. The parties shall undertake to expediently investigate alleged occurrences. If workplace violence against a bargaining unit member has taken place, the Employer shall take appropriate and reasonable action to address instances of workplace violence.

Discussions relating to workplace violence, including but not limited to legislative requirements, violence risk assessment plans, workplace violence prevention plans, and appropriate training, will be a part of the regular joint occupational health and safety meetings.

## **Article 29 – Personal Loss**

- 29.01** (a) Subject to Clauses 29.02 and 29.03, where an employee in the performance of their duty suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered, subject to a maximum of three hundred dollars (\$300.00).
- (b) All incidents of loss suffered by an employee shall be reported in writing by the employee within seven (7) days of the incident to the Administrator or their designated representative.
- (c) This provision shall only apply in respect of personal effects which the employee would reasonably have in their possession during the performance of their duty.

## **Article 30 – General Conditions**

### **30.01 Proper Accommodation**

Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

### **30.02 Adverse Weather Conditions**

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

- (a) All employees are required to report for duty as scheduled.
- (b) When an employee through no fault of their own is unable to report for work because of a declared state of emergency, such employee shall suffer no loss of pay or other benefits, nor shall he be required to make up, in any way, for time lost due to not reporting for work.
- (c) Notwithstanding Clause 30.02 (a) above, the Employer reserves the right to close down or reduce staffing levels in any facility in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of Clause 30.02 (b) above.
- (d) An employee who is scheduled to work during an emergency will be provided with transportation to and from work should it be required and available.
- (e) When an employee through no fault of their own is unable to report for work due to adverse weather conditions other than those referred to in (b) above, they may be allowed the opportunity to proceed on annual leave or time owed provided they have such leave or time to their credit.

This clause will not apply unless the employee has made a reasonable effort to report to work.

### **30.03 Retroactive Pay for Terminated Employees**

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

### **30.04 Benefit Application for Employees Working Less Than Full-Time**

Employees working less than full time hours shall receive wages and benefits specified in this Agreement on a pro-rata basis according to their hours of work.

### **30.05 Program Meetings**

- (a) Program Meetings - Meetings held for the purpose of discussing programs for residents, health concerns and other matters relating to the custody and/or well-being of residents.
- (b) When program meetings are scheduled outside an employee's normal shift and the attendance of staff is declared mandatory by the Employer, then time spent in such meetings shall be considered as time worked and shall be paid in accordance with Article 19, if applicable. In addition, the Employer agrees to provide at least one (1) week's notice to employees of such meetings. In the event that such notice is not given, the employee will be paid in accordance with Clause 19.06.

The provisions of Clause 18.01 (b) (iv) shall not apply to time spent in program meetings.

### **30.06 Criminal or Legal Liability**

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

### **30.07 Advance Notice of Mergers and Amalgamations**

The union will be advised of the Employer's plans to sell, lease, transfer or otherwise dispose of an operation covered under this agreement before proposals for such sale, lease, transfer or disposal are solicited from prospective purchasers.

## **Article 31 – Present Conditions and Benefits**

### **31.01 Present Conditions to Continue**

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are

consistent with this agreement, unless modified by mutual agreement between the Employer and the Union.

### **31.02 Continuation of Acquired Rights**

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or here-after enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

## **Article 32 – General**

### **32.01 Plural Terms May Apply**

Whenever the singular is used in this agreement, it shall be considered as if the plural has been used where the context so requires.

## **Article 33 – Legislative and Collective Agreements**

### **33.01 Notice to Re-Open Negotiations**

Notwithstanding the no strike and no lockout provisions of the agreement, notice to reopen negotiations may be issued by either party in the event that the Provincial Government passes legislation to amend any provision of this agreement. Failing agreement, the parties may exercise the right to strike or lock out. Negotiations are to be conducted in accordance with the applicable legislation.

### **33.02 Changes in Agreement**

Any changes deemed necessary to this agreement may be made by mutual agreement at any time during the existence of this agreement.

### **33.03 Notice of Changes**

Either party desiring to propose changes to this agreement shall, within the ninety (90) calendar days prior to the termination date, give notice in writing to the other party of termination and forward the changes proposed. Within fourteen (14) calendar days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

### **33.04 Agreement to Continue in Force**

Where such notice requests revisions only, the following conditions shall apply:

- (a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto unless the parties otherwise mutually agree.
- (b) Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed, or the right to strike accrues, whichever occurs first.

## **Article 34 – Duration**

### **34.01 Duration**

Except as otherwise provided, this agreement shall be effective from the date of signing and shall remain in effect until June 30, 2026.



## Schedule A-1

The salary scales applicable to positions within the bargaining unit are detailed in Schedule A-2

### Salary Implementation Formula

July 1, 2022	2% + Recognition Bonus
July 1, 2023	2%
July 1, 2024	2%
July 1, 2025	2%

Effective date of signing, each bargaining unit employees will receive a one-time recognition bonus payment of \$2000 pro-rated based on regular full time hours for the hours worked during the previous twelve (12) months. Retroactivity will be applied to wages only.

### Step Progression

1. Step progression is implemented for those who have over 12 months seniority prior to date of signing.
2. Employees shall continue to advance one (1) step annually on their respective salary scales effective the date when twelve (12) months of accumulated service is accumulated.
3. New employees shall advance one (1) step annually on their respective salary scales effective the date when twelve (12) months of service is accumulated and thereafter from year to year for each additional twelve (12) months of service accumulated.
4. For employees other than those employees who are considered permanent (full time) employees under this agreement these employees will receive a step advancement on a prorated basis (ie. when the employees work an equivalent of twelve (12) months of service).

## Schedule A-2

<u>Organizational Title</u>	<u>Classification Title</u>	<u>New Level Pay</u>
Administrative Assistant	Clerk IV	CG-27
Crisis Intervention Worker	Transition House Counselor	CG-33

## Salary Scales

	<u>2022</u>		
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>Administrative Assistant</b>	\$ 24.49	\$ 25.78	\$ 27.09
<b>Crisis Intervention Worker</b>	\$ 29.57	\$ 31.19	\$ 32.88

	<u>2023</u>		
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>Administrative Assistant</b>	\$ 24.98	\$ 26.29	\$ 27.63
<b>Crisis Intervention Worker</b>	\$ 30.16	\$ 31.82	\$ 33.54

	<u>2024</u>		
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>Administrative Assistant</b>	\$ 25.48	\$ 26.82	\$ 28.19
<b>Crisis Intervention Worker</b>	\$ 30.76	\$ 32.45	\$ 34.21

	<u>2025</u>		
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>Administrative Assistant</b>	\$ 25.99	\$ 27.35	\$ 28.75
<b>Crisis Intervention Worker</b>	\$ 31.38	\$ 33.10	\$ 34.90

## Schedule B

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

**Letter of Understanding**  
**Group Insurance Plan and Inclusion into the Public Service Pension Plan**

This is to certify that agreement has been reached between Hope Haven Inc. and CUPE Local 4732 regarding the availability of a comprehensive Group Insurance Plan and inclusion into the Public Service Pension Plan.

It is agreed by the Employer and the Union that, during the term of this collective agreement.

- (1) All employees will continue their inclusion into the provincial GMPP Plan, subject to any change in the eligibility for that Plan. Should the Public Service Pension Plan extend their eligibility coverage to include employees of Hope Haven Inc. then this coverage will be offered to the members of Local 4732.
- (2) Both parties will investigate the availability of a comprehensive Group Insurance Plan for the employees of Hope Haven Inc.

Hope Haven Inc.

Millette Robinson  
CUPE Local 4732

Date

Nov 16, 23  
Date

## **Letter of Understanding Optional Deferred Payment of Severance**

This letter of understanding shall be read as one with the CUPE collective agreements (exp. 2020) and shall confirm the further agreement of the parties as follows:

### **Part A:**

All employees may request a deferral of their severance payment as follows:

- 1) Employees who qualify for severance pay may elect to defer the payment of severance pay beyond March 31, 2021, in accordance with this letter of understanding. Deferments cannot extend beyond the end of the period of employment as stipulated in the provisions in the applicable collective agreement, and the redemption value shall be frozen as of March 31, 2018, for both accumulated service and weekly salary.
- 2) Employees who elect to defer payment must do so using a form that will be made available by the Employer in accordance with the following requirements: the form must be completed and received by the Employer not later than January 31, 2020. Once a deferral request has been received by the Employer, payment of severance shall occur at the end of the period of employment as stipulated in the provisions in the applicable collective agreement.
- 3) Employees who have deferred payment of severance who wish to receive payment prior to the circumstances noted in clause 2 above must request to do so in writing. Such notice must be received by the respective Employer not later than December 31 of any given year. Payment of severance shall then occur not later than June 30 of the following calendar year.
- 4) All severance must be redeemed in full at time of payment. An employee may not elect to receive partial or portioned payment(s) of their total severance pay, i.e., payment of severance shall be made only once. For example, severance payment cannot occur over multiple years, be paid so as to allow employees to transfer a portion of their severance to a RRSP in one year while deferring payment of the remainder to a subsequent year, etc...

### **Part B:**

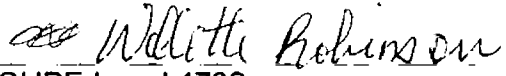
The Employer shall make every reasonable effort to meet the request of the employees who elect to defer the payment of severance pay in accordance with the Severance Pay Article of the applicable Collective Agreement to a quarter in the fiscal year commencing April 2020. However, those employees who have been notified in writing by the Employer that they will not be able to receive payment of severance in

their quarter of choice in fiscal year commencing April 1, 2020, may within thirty (30) days of the date of such notice, elect in writing to receive their severance payment in an alternate quarter in the 2020/2021 fiscal year.

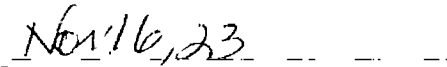
Employees who make an election under Part B must do so using a form to be provided by the Employer, which must be received by the Employer not later than thirty (30) days of the date of the notice referenced above.

Employees who fail to make an election under Part A or Part B of this letter of understanding within the prescribed timeframe shall receive payment of severance not later than April 30, 2020.

Hope Haven Inc.

  
CUPE Local 4732

Date

  
Date

## **Letter of Understanding Public Health Emergency**

The Employer recognizes that public health emergencies may have an impact on overall government operations and service delivery, individual employees, and the residents of Newfoundland and Labrador.

The Employer further recognizes that not all public health emergencies will require the same emergency response requirements and/or public health directives and will require an evaluation of such response based on the nature of the emergency. Notwithstanding the foregoing, general principles will apply to impacted employees in the event of a public health emergency.

- 1) Self-Isolation – employees directed by their Employer or Public Health – Department of Health and Community Services to self-isolate, and who are asymptomatic of a public health illness may (where applicable - this may be dependent on vaccination or other considerations deemed appropriate by the Employer) be placed on special leave with pay for the hours in which they are unable to report to work up to the maximum of their regular bi-weekly hours. Employees who work less than full time hours will receive the benefit on a pro-rata basis. Temporary call-in employees who are not prescheduled, will be permitted to take special leave with pay on shifts they would have received in normal circumstances (compared to next junior temporary call-in).

Employees will not be required to provide medical documentation for this period of hours, unless there is sufficient reason on the part of the Employer to request such documentation. All other absences require employees to utilize their leave entitlements until they return to work.

- 2) Remote Work – employees may be required to work remotely where the capability exists, and it is operationally feasible. Special leave with pay shall only be utilized in instances where remote work is not an option.
- 3) Use of Sick Leave – employees who exhibit symptoms of a public health illness and who cannot work remotely, are required to use their sick leave entitlement until they return to work. Functional Abilities Information related to accommodation requests, extensions, illness unrelated to the current public health emergency, use of long-term sick leave and attendance support planning may still be required.
- 4) Re-Deployment – the Parties recognize that the Employer may be required to redeploy human resources to ensure adequate and safe staffing levels, and such re-deployment shall be done in consultation with the Union.

The parties further agree to enter into agreements as necessary to address other issues arising from a public health emergency that may not be covered by this letter

Hope Haven Inc.

Date

Willetta Robinson  
CUPE Local 4732

Nov. 16/23  
Date

**Letter of Understanding**  
**Remote Work/Telework**

The parties recognize the benefits of access to e-work arrangements for employees and Employers. The parties also recognize the value in conducting a review of the current policies and practices regarding e-work arrangements within their respective Employers represented by CUPE.

Within six (6) months of signing of the Collective Agreement, the Employer will complete a review of current e-work arrangements to determine necessary updates. The Employer will consult with the Union regarding the details of the review and provide opportunity for feedback via that consultation. The review will include but not be limited to: eligibility and operational requirements, defined hours of work, work performance requirements and evaluation, remote supervision, employee health and safety (including ergonomics) equipment, termination of agreement and any other terms as agreed by the parties

Current e-work arrangements will remain in place subject to the above referenced review

W. Young  
Hope Haven Inc.

Willie Robinson  
CUPE Local 4732

Nov 16 /23  
Date

Nov 16/23  
Date