

CUPE TRANSITION HOUSES

AND

GROUP HOMES

MASTER COLLECTIVE
AGREEMENT

Signed: March 6, 2009

Expires: June 30, 2012

COLLECTIVE AGREEMENT

BETWEEN

**THE LABRADOR GROUP HOME
Happy Valley, Labrador**

**THE JOHN HOWARD SOCIETY HOME FOR YOUTH
St. John's, Newfoundland**

**COMMITTEE ON FAMILY VIOLENCE
Corner Brook, Newfoundland**

**IRIS KIRBY HOUSE
St. John's, Newfoundland**

**LIBRA HOUSE INC.
Happy Valley, Labrador**

**NAOMI CENTRE
St. John's, Newfoundland**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCALS 1860-01; 1860-03; 1560-02; 3167; 3762 and 3765**

This is not the official version.

THIS AGREEMENT made this 6th day of March Anno Domini, Two Thousand and Nine.

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Parties of the First Part

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, and its
Locals 1860-01; 1860-03; 1560-02; 3167; 3762 and 3765

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Explanation of Codes

* Denotes Clauses where language or numbering has changed from previous collective agreement

DEFINITIONS

- (a) "Administrator" or "Supervisor" means the administrator of the Transition House, or the Co-ordinator or the Group Home, except where another working title may be substituted by the Employer.
- (b) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 3.
- (c) "Classification" means one of the positions identified in Schedule "A".
- (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 The Committee on Family Violence, Libra House Inc., Iris Kirby House, Naomi Centre, or the respective Board of Directors of each Group Home that is party to this Agreement, or their 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 of 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 of 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 his/her probationary period and is employed 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) "Temporary employee" means a person who is employed for a specific period, or for the purpose of performing certain specified work over a specific period of time, and who may be laid-off at the end of such period, or upon the completion of such work.
- (p) "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.

ARTICLE 1
PURPOSE OF AGREEMENT

- 1.01 (a) It is the purpose of both parties to this Agreement:
- i) To improve relations between the Employer and the Union and provide settled and just conditions of employment.
 - ii) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
 - iii) To encourage efficiency in operations.
 - iv) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- (b) In the case of Transition Houses, the Board/Committee and Staff acknowledge the following as being fundamental to this Agreement:
- i) The Committee on Family Violence and Libra House Inc. are volunteer community-based organizations independent of any political body or other specific group or organization and are responsible to the public.
 - ii) The Board/Committee's purpose in creating a Transition House is to provide a safe and comfortable refuge for women who have been emotionally and/or physically assaulted, threatened or harassed, and this cannot be achieved without good employer/employee relations.
 - iii) Each employee can make a unique and valuable contribution to the Transition House and should, where possible, be given every opportunity to do so.
- 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.

- 1.03 For the purpose of this agreement, the masculine shall be deemed to include the feminine and the feminine shall be deemed to include the masculine.

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 each group home or transition house covering all classes of employees listed in Schedule "A".
- (b) This collective agreement is fully applicable to all permanent, part-time, probationary, and temporary 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, in Transition Houses 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 Transition House programs and the parties agree to continue this practice such that it promotes and enhances activities within the home without a reduction in the number of bargaining unit employees and their hours of work.

3.03 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/Supervisor who will take into consideration the operation of the House/Group Home. Such meetings with the Union representative/advisor shall not interfere with the operation and programs of the House/Group Home. 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, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity,

sexual orientation, gender, marital or parental status, family relationship, place of residence, physical or mental disability, nor by reason of his/her 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 his/her 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 however minor. 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 Receipts

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

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 Opportunity

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her 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 his/her responsibilities and obligations to the Employer and the Union.

ARTICLE 8
CORRESPONDENCE8.01 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 his/her designate and the Recording Secretary of the Union or their designate.

ARTICLE 9
LABOUR MANAGEMENT COMMITTEE9.01 Staff Meetings

- (a) It is agreed that, on a monthly basis or as requested by either party, staff meetings will be held between the employees and the Employer, or designated representative, to discuss issues of mutual interest, including such issues as services to residents of the House or anticipated changes that may affect employees' salary, workload or working conditions. Minutes of each meeting shall be prepared and signed by representatives from both the Employer and the Union.
- (b) Notwithstanding the foregoing, for Group Homes this language shall not apply to program meetings as referred to in 30.05. The current practice in each Home with respect to payment of staff for attendance at staff meetings shall continue for the life of this Agreement.

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 one representative of each facility, to a maximum of four. The Union will advise the Employer at least two (2) weeks in advance of the commencement of negotiations of the Union members 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.

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 full time by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this agreement. Therefore, no Steward shall leave his/her work without obtaining the permission of his/her 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 Grievances

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 his/her grievance to the Shop Steward or in the absence of his/her 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

If the Steward considers the grievance to be justified, the employee concerned and/or Shop Steward, may within ten (10) calendar days following receipt of the grievance, submit his/her grievance in writing to the employee's supervisor 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 his/her 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 within 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 Board of Directors or Executive Director's decision in Step 3.

12.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

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 3.

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 Group Home or Transition 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.

ARTICLE 13
ARBITRATION

13.01 Composition of Board of 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 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/her appointment acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either the Employer, the Union or any other affected parties.

13.03 Own Procedure

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

13.04 Failure to Appoint

If the parties fail to agree upon an arbitrator within twenty-one (21) calendar days the appointment shall be made by the Minister of Human Resources, Labour and Employment upon request of either party.

13.05 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.

13.06 Decision

The decision of the Arbitrator 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/she deems just and equitable.

13.07 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.

13.08 Expenses

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

13.09 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.

13.10 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses.

All reasonable arrangements shall be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

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 *Public Service (Collective Bargaining) Act* or the *Labour Relations Act*.

Cost will be shared on a 50/50 basis.

ARTICLE 14
DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Discharge Procedure

- (1) An employee who has completed his/her probationary period may be dismissed, but only for just cause.
- (2) 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.
- (3) 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 his/her work up to a required standard by a given date, the Employer shall within seven (7) 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 his/her immediate designated supervisor.

14.06 Adverse Report

- (a) The Employer shall notify an employee in writing of any dissatisfaction concerning his/her 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 his/her record for use against him/her at any time.

The report of an employee shall not be used against him/her 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 his/her record.

This Article shall apply in respect to any expression of dissatisfaction relating to his/her 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 his/her 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 his/her 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 his/her 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 his/her personal file and to make copies of any material contained in the file. The employee may be accompanied by his/her 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 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure unless ability to perform the requirements of the position is a consideration.

14.10 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

14.11 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 his/her place of employment, it shall be with pay.

14.12 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 his/her file but shall not be used against his/her after eighteen (18) months.

ARTICLE 15
SENIORITY

15.01 Seniority Defined

(a) Subject to Clause 15.04, seniority is defined as the period of employment with the Employer in a bargaining unit position and shall include periods of employment prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall as set out in the provisions of this Agreement. Seniority shall operate on a bargaining unit wide basis for each Employer, as defined in Definitions 1.05 (f).

- (b) (i) Seniority for all employees on staff with any Employer on January 1, 1999, shall be based on date of hire with temporary employees and relief workers considered junior to permanent employees.
- (ii) Seniority for temporary employees and relief workers hired after January 1, 1999, shall be calculated in hours worked.

- (c) (i) A temporary employee or relief worker referred to in Clause 15.01 (b) (i) who obtains a permanent position shall remain on the seniority list based on his/her date of hire.
- (ii) A temporary employee or relief worker referred to in Clause 15.01 (b) (ii) who obtains a permanent position shall be assigned an earlier date of hire calculated on their hours of work.
- (d) Employees referred to in Clause 15.01 (b) (ii) shall be considered junior to employees referred to in Clause 15.01 (b) (i).

15.02 Seniority List

- (a) The Employer shall maintain a seniority list showing the current classification, seniority and date of hire of each employee. A seniority list shall be posted in January of each year.
- (b) Call-in lists for employees whose seniority is calculated in hours worked shall be updated and posted bi-weekly showing accumulated service.

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.

15.04 Loss of Seniority

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

An employee shall only lose his/her seniority in the event:

- a) He/she is discharged for just cause and is not reinstated.
- b) He/she resigns in writing and does not withdraw within three calendar days.
- c) He/she fails 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 his/her 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) He/she is 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) He/she is laid off for a period in excess of thirty (30) months.
- f) He/she is 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 his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her 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 his/her trial period, which shall be a maximum of ninety (90) calendar days. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her 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.

15.07 Seniority Credits

Employees on any form of paid leave, or approved unpaid leave in accordance with Article 24, shall be eligible to accumulate seniority, except where the seniority is based on accumulated service and the employee would have otherwise been laid off during the period of such leave.

ARTICLE 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/Home 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. All job postings shall state "This position is open to male and female applicants".

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:

- a) the principle of promotion within the service of the Employer.
- b) that job opportunity should increase in proportion to length of service.

Therefore, in making promotions or transfers to bargaining unit positions, employees shall be considered on the basis of required qualifications and abilities. Where these factors are judged to be relatively equal between applicants, seniority shall apply. 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. He/she 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, he/she shall be returned to his/her 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 his/her former position, wage or salary rate, without loss of seniority.

16.06 Notification to Employee and Union

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

16.07 Promotions Requiring Higher Qualifications

If a vacancy within a bargaining unit position remains unfilled following a job competition, consideration for promotion may be given to the senior applicant who does not possess the required qualifications but is preparing for such qualifications prior to filling of a vacancy, and indicates so in his/her application. Such employee will be given an opportunity to

qualify within a reasonable length of time not exceeding three (3) months and to revert to his/her former position if the required qualifications are not met within such time.

16.08 Handicapped and Older Worker Provision

(a) Handicapped Worker

An employee who has become incapacitated by injury or illness and who is medically certified as unfit to return to resume his/her former job responsibilities may be employed in other work for which he/she is qualified, suitable and able to perform provided that a suitable position is available and the applicable rate for the new position will apply. Such an employee will not displace any other employee except the employee who was hired to replace him/her on a temporary basis.

(b) Employees in Advancing Years

An employee who through advancing years is deemed medically unfit to perform his/her regular duties may be employed in some other work which he/she can do, provided that:

- i) a suitable position is available;
- ii) the applicable rate for the new position will apply;
- iii) the employee is not eligible for full Canada Pension or full applicable pension.

Such an employee shall not displace any other employee except the employee who was hired to replace him/her on a temporary basis.

Should an employee not be employed in some work which he/she can do in accordance with this Clause, provisions (i) to (iii), then the medical determination of incapability would warrant a layoff until such time as medical certification of ability to return to employment is obtained.

16.09 On the Job Training

(a) According to Transition House/Group Home 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. The Employer agrees to consider applicants on the same basis as for vacancies as outlined in Clause 16.04.

16.10 Salary Treatment on Promotion

The rate of pay of an employee promoted shall be established in the new pay range at the nearest step which exceeds the existing rate by at least five percent (5%), but shall not exceed the maximum of the new pay range.

16.11 Permanent Employees in Temporary Positions

A permanent employee who obtains a temporary position shall retain his/her permanent status.

ARTICLE 17 **LAYOFFS AND RECALLS**

17.01 Definition of Lay-off

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 Lay-offs

- (a) In the event of a lay-off, employees in the classification affected shall be laid off in the reverse order of their bargaining unit wide seniority. An employee about to be laid off may bump any employee with less seniority provided the employee exercising the right is qualified to perform the work of the employee with less seniority.
- (b) An employee who has been issued notice of lay-off may displace an employee with less seniority with the Employer, provided that the right to bump is exercised prior to expiration of the notice of lay-off.
- (c) Any employee who is bumped in accordance with this procedure will be deemed to have been given notice of lay-off effective the date that the employee who bumped him/her 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 temporary and relief employment before temporary employees and relief workers provided they are qualified to perform the work required.

(b) Call-in of Relief Workers

Temporary employees and relief workers shall be called-in for temporary and relief employment in order of their seniority provided these employees are qualified to perform the work required and have not already worked or been called-in for a shift within sixteen (16) hours of the current shift, unless otherwise mutually agreed between the employee and the supervisor. The Employer is not required to call-in an employee who has been laid off in excess of thirty (30) months.

(c) Call-in on a Rotational Basis

Notwithstanding the provisions of Clause 17.03 (b), the recall of relief workers may be done on a rotational basis where there is unanimous agreement between the Employer and the relief workers on staff at the date of signing of this Agreement. A vote regarding a rotational plan shall be taken thereafter on a semi-annual basis.

17.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

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 temporary employees and relief workers who are hired for a specified time period except when the specified time period is reduced.
- (c) Permanent, probationary and temporary 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 Lay-offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

17.07 Bumping Procedure

(a) Displacement of Most Junior Employee

A permanent employee who is laid off in accordance with this Article shall have the right to displace the most junior employee, with less seniority, on a shift of his/her choice in his/her own or another classification within the bargaining unit of the respective Employer provided the employee is qualified to perform the work of the employee being displaced.

(b) Time Limits

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

(c) 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.

(d) 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 him/her 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 employee who may have his/her hours changed because of the layoff procedure as per the provisions of this Article shall have the option of taking the change in hours or going on layoff.

Any employee who has his/her hours of work reduced may exercise his/her right to displace a less senior employee in accordance with the provisions of this Article.

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 "F". 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 any Employer which is party to collective agreements listed in Schedule "G" 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 covered by the coalition negotiations. The amount repaid will be based on the net amount received by the employee or the amount paid to a financial institution on behalf of an employee.

ARTICLE 18 **HOURS OF WORK**

18.01 Libra House and Iris Kirby House

- (a) The normal hours of work shall be on the average of forty (40) hours on a weekly basis inclusive of meals, program and other meetings as well as the fifteen (15) minute briefing period prior to each shift. The Employer shall give employees six (6) months notice of any change to the existing twelve (12) hour shift schedule.
- (b) During the meal period employees may be permitted to leave the premises depending on the requirements of the House.

18.02 Committee on Family Violence

- (a) The normal hours of work shall be on the average of forty (40) hours on a weekly basis inclusive of meals. The Employer agrees to maintain the current shift schedule for the duration of the current collective agreement.
- (b) Notwithstanding Clause 18.02 (a), if either party to this agreement finds it necessary to change the current work schedule and is unable to obtain the approval of the other party, the party seeking the change has the right to submit the issue to arbitration as per Article 13.
- (c) During the meal period employees may be permitted to leave the premises depending on the requirements of the House.

18.03 Working Schedule - Group Homes(a) Regular Daily Hours

- (i) The normal daily hours of work shall be eight (8) hours per day, exclusive of meal breaks, and the normal weekly hours of work shall be forty (40) hours for full-time employees.
- (ii) The current normal weekly hours of work {thirty-seven and one-half (37½)} at the John Howard Society Home for Youth shall be maintained for the term of this Agreement, unless otherwise mutually agreed by the Union and the Employer.

(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 his/her day(s) off, he/she shall be paid double (2x) his/her regular hourly rate for each hour worked on the scheduled day(s) off.
- (iii) 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) Employees shall be scheduled with a minimum of sixteen (16) 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 sixteen (16) hours 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.

(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 the scheduling requirements of each Group Home, 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, he/she 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) his/her 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 she/he 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 sixteen (16) 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 sixteen (16) 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) (i) All time worked by an employee in excess of the scheduled daily shifts or scheduled weekly shifts shall be paid at the rate of time and one-half (1 ½) unless mutually agreed upon otherwise between the Employer and employee, as stipulated in Clause 19.06.
- (ii) Employees of Iris Kirby House shall be compensated at the rate of time and one-half (1 ½) for each hour worked by each employee in excess of the scheduled daily or weekly hours. The form of compensation shall be time off in lieu of pay until an employee banks a minimum of fifty (50) hours; for overtime banked beyond fifty (50) hours, Clause 19.06 shall apply.

(b) Overtime Defined

For Naomi Centre and Group Home employees, all time worked by employees in excess of the normal daily or bi-weekly hours shall be paid at the rate of time and one half (1½) unless mutually agreed upon otherwise between the Employer and employee, as stipulated in Clause 19.06.

19.02 No Lay-off 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 he/she had worked the regular hours during such absence.

19.04 Sharing of Overtime

Overtime work shall be distributed as equitably as possible amongst available employees in the classification affected by the overtime worked.

19.05 Call Back Guarantee

- (a) An employee who is called back to work after he/she has left his/her 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) In Transition Houses, 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 he/she has been called. All time worked by a relief worker in excess of equivalent full-time hours on a daily or weekly basis shall be considered overtime.

19.06 Time Off in Lieu of Overtime

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

ARTICLE 20
SHIFT WORK

*20.01 *(a) Shift Work Premium - Libra House, Iris Kirby House and Corner Brook Committee on Family Violence

- *(i) Effective July 1, 2008, a shift differential of seventy-two (72) cents per hour shall be paid for each hour the employee works between 4:00 p.m. of one day and 8:00 a.m. of the following day.
- *(ii) Effective July 1, 2008, a Saturday and Sunday differential of one dollar and twenty-five (\$1.25) cents per hour shall be paid for each hour the employee works between 0001 Saturday and 2400 hours Sunday.

If an employee qualifies for both differentials under (i) and (ii) above, he/she shall receive both.

*(b) Shift Differential - Group Homes and Naomi Centre

- *(i) Effective July 1, 2008, a shift differential of seventy-two (72) cents per hour shall be paid for each hour the employee works, between 4 p.m. of one day and 8 a.m. of the following day.

*(ii) Saturday and Sunday Differential

A Saturday and Sunday differential of one dollar and twenty-five (\$1.25) cents per hour effective July 1, 2008 shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday. If an employee qualifies for both differentials, he/she shall receive both.

20.02 Changes to Daylight Saving Time

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

ARTICLE 21
PAID HOLIDAYS

21.01 (a) Paid Holidays - Libra House

The Employer recognizes the following as paid holidays:

| | |
|----------------|------------------|
| New Year's Day | Canada Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Armistice Day | Boxing Day |
| Labour Day | Regatta Day |

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

(b) Paid Holidays - Group Homes, Iris Kirby House & Corner Brook Committee on Family Violence

The following shall be designated paid holidays and employees shall receive eight (8) hours paid leave for each of the following:

| | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada 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 withheld.

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 unreasonably be denied by the Employer.

- (b) 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 Year 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 his/her supervisor. Unless mutually agreed between the employee and his/her 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 - Group Homes

In Group Homes, 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, temporary and part-time employees and 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:

$$\frac{\text{\# of hours worked in year}}{2080} \times \text{\# of paid holidays not worked} \times 8 \text{ hours} \times \text{regular hourly salary rate} = \text{Holiday Pay}$$

Note: The pro-ration formula for the John Howard Society Home for Youth would use 1950 hours in place of 2080 hours.

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 for each month |
| one to ten years | 160 hours per year |
| ten to twenty-five years | 200 hours per year |
| in excess of twenty-five years | 240 hours per year |

- (b) Relief workers shall not be entitled to take earned annual vacation but shall receive their accumulated vacation pay after giving the Employer an advance notice of one (1) week.

22.02 Banking Vacation Hours

- (a) An employee may carry forward to a subsequent year annual leave equivalent to his/her current year's entitlement.
- (b) Employees, other than Relief Workers, working less than full-time hours shall be entitled to use accumulated annual leave on a full-time basis if they so wish, however while using annual leave on a full-time basis they shall not be eligible for call-ins 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 additional days.

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.

22.06 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement or any other approved leave during his/her period of vacation, he/she 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 Rate

An employee who is recalled to work while on annual leave shall be compensated at the rate of time and one-half 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 50% or more of the days in the first or last calendar month of his/her service shall, in each case, be deemed to have had a month of service.

22.09 Annual Leave Payment - Group Homes

In Group Homes, temporary employees and relief workers, upon employment shall be given an option with respect to annual leave as follows:

- (a) To receive payment for annual leave on a regular basis throughout his/her employment period; or
- (b) To receive payment for annual leave at the end of the employee's employment term or once a year on the last pay day in March, whichever occurs first.

The choice provided in this Clause must be made immediately upon employment. It shall be the Employer's responsibility to acquire the employee's choice in writing upon re-hire.

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, or because of an accident for which compensation is not payable under the *Workplace Health, Safety and Compensation Act*.

23.02 Amount of Paid Sick Leave

- (a) (i) An employee is eligible to accumulate sick leave with full pay at the rate of sixteen (16) hours for each month of service.
- (ii) Notwithstanding 23.02(a)(i), an employee hired after December 1, 2006 is eligible to accumulate sick leave at the rate of eight (8) hours for each month of service.

(b) (i) 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 three thousand, eight hundred and forty (3840) hours.

(ii) Notwithstanding 23.02(b)(i), the maximum number of hours of sick leave which may be awarded to an employee hired after December 1, 2006 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 his/her future use.

23.04 Deductions from Sick Leave

(a) Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, but less than a full day, shall be deducted as one half day.

(b) Article 23.04(a) only applies to absences due to illnesses that are unanticipated. It does not apply when employees are unable, under doctor's instruction, to complete an entire shift, or when an employee is returning to work as part of an ease back arrangement.

23.05 (a) Proof of Illness - Transition Houses

The Employer may require an employee to submit a medical certificate during any period that any employee is on sick leave. In any event, sick leave in excess of three (3) consecutive working days at any time shall not be awarded to an employee unless he/she has submitted in respect thereof a medical certificate satisfactory to the Employer.

(b) Proof of Illness - Group Homes

An employee may be required by the Employer to submit a medical certificate in respect of any period of illness in excess of three (3) consecutive days or seven (7) days in the aggregate in a calendar year. The medical certificate shall be signed by the attending physician and shall indicate the nature of illness together with the period of illness.

23.06 Sick Leave During Leave of Absence and Lay-off

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

23.07 (a) Extension of Sick Leave

An employee who has exhausted his/her 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) Extension of Sick Leave - Libra House and Committee on Family Violence

- (i) An employee with more than five (5) years of service who has exhausted his/her sick leave credits may be allowed in the event of illness in excess of fifteen (15) days, an extension of his/her sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon his/her return to duty from his/her normal monthly accumulation.
- (ii) When an employee has used the maximum amount of sick leave which may be awarded to him/her in accordance with this Agreement, he/she may elect, if he/she is still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if he/she is eligible to receive such leave and if not, on special 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.

23.08 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 his/her credit.

23.09 Relief Workers Sick Leave

Relief workers and casual employees 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 one hundred and twenty (120) hours annually for each bargaining unit for the purpose of attending official union functions.

24.02 Leave of Absence for Full-Time Union Duties

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 three (3) consecutive days.
- (b) In 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 (1/2) day's leave shall be granted without loss of salary, wages or benefits to attend as a pallbearer.

24.05 Preventive 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

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

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

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

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

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 his/her employment qualifications as determined by the Administrator or designated representative.

24.08 Family Leave

- (a) Subject to 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; and
- (v) attend to the needs related to home or family emergencies;
- (vi) attend meetings with school authorities;

in the case of Transition Houses an employee shall be awarded up to twenty-four (24) hours paid family leave in any calendar year and in the case of Group Homes an employee shall be awarded up to three (3) days 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 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 he/she reports to work following a recall and subsequently qualifies for family leave during that period for which he/she was 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) An employee is entitled to a maximum of fifty-two (52) 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 his/her Permanent Head two (2) weeks notice of his/her intention to do so.
- (ii) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- (c) (i) Periods of leave up to fifty-two (52) weeks shall count for seniority purposes, annual leave, sick leave, severance pay, and step progression.
- (ii) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of fifty-two (52) 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 by the Employer.

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 him.

24.11 Unpaid Leave/Extended Unpaid Leave

- (a) Subject to operational requirements and availability of qualified replacement staff, where required, Employees shall be eligible for one (1) month of unpaid leave and shall be granted service credits for seniority purposes in accordance with Clause 15.07. The month of unpaid leave does not necessarily have to be taken consecutively, but cannot be taken in increments of less than two (2) days at a time.
- (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 of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled to up to a maximum of twelve (12) months unpaid leave for each two (2) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave employees shall continue to accumulate service for seniority purposes in accordance with Clause 15.07. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks. An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside a bargaining unit.

ARTICLE 25

PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

- (a) 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.

(b) Employees at Corner Brook Transition House and the Iris Kirby House will be paid salaries and wages provided for in Schedule "A" of this agreement on a weekly basis, inclusive of an itemized statement of earnings and deductions. The Employer will make every reasonable effort to continue the current practice of employees receiving their cheques on their last working day of the week.

(c) Shift Allowances - Group Home Part-time Employees

A part-time employee shall be paid the sum of twenty (20) cents per hour for any hour worked after his/her regularly scheduled shift up to equivalent full-time hours.

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, Lower Rated Job

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

25.04 Vacation Pay

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

25.05 Travel on the Employer's Business

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:

| Province | Breakfast | Lunch | Dinner | Total |
|-----------------|------------------------|--------------|-------------------------|----------------------|
| 2000 04 01 | \$7.30 | \$10.95 | \$18.25 | \$36.50 |
| | Other Provinces | | US | Other |
| 1994 07 25 | \$43.00 ¹ | | \$43.00 US ¹ | \$48.00 ² |

¹ Breakfast - \$9.45

Lunch - \$14.35

Dinner - \$20.20

² Breakfast - \$10.55

Lunch - \$14.90

Dinner - \$22.55

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.

- 25.06 Employees who are authorized to use their own cars while traveling on business for the Employer shall be reimbursed as follows:

| <u>Effective Date</u> | <u>Rate</u> |
|-----------------------|---|
| April 1, 2000 | thirty one and half (31 ½) cents per km |

- 25.07 (a) Employees who make an automobile available for use on Employer business as a condition of employment shall be reimbursed as follows:

| <u>Effective Date</u> | <u>Per km</u> | <u>Annual Limit</u> |
|-----------------------|---------------|-----------------------|
| 2004 05 04 | 45.5 cents | first 9,000 km |
| 2004 05 04 | 31.5 cents | in excess of 9,000 km |

Note: Employees who receive the above rates are not entitled to the rates set out in Clause 25.06.

- (b) On receipt of invoice, reimbursement for the difference between private and employer required business insurance.
- (c) Reimbursement of parking meter expenses incurred while on the Employer's business will be compensated as follows:

| <u>Effective Date</u> | <u>Rate</u> |
|-----------------------|----------------------------------|
| April 1, 1999 | ten dollars and \$10.00 per week |

25.08 Incidental Expenses

An employee is entitled to claim an incidental expense when he/she has been on overnight travel status as follows:

| <u>Effective Date</u> | <u>Rate</u> |
|-----------------------|---------------------------------|
| April 1, 2000 | five dollars (\$5.00) per night |

25.09 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 overnight travel status.

25.10 Private Accommodations

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

| <u>Effective Date</u> | <u>Rate</u> |
|-----------------------|---|
| April 1, 1999 | twenty-five dollars (\$25.00) per night |

25.11 Labrador Allowance

Labrador Benefits Agreement to apply to eligible employees.

*25.12 On Call/Standby Provisions

*(a) Group Home employees required by the Employer to perform stand-by duty will be compensated at the rate of \$10.00 effective July 1, 2008 per eight (8) hour shift on standby, provided that the employee is available when called. When an employee does report to work when called, he/she shall be compensated for transportation costs at the appropriate kilometer rate specified in 25.05(a) to a maximum of eight dollars and fifty cents (\$8.50).

(b) A Transition House employee required to perform standby duty shall be compensated as follows for each eight (8) or twelve (12) hour shift:

| <u>Effective Date</u> | <u>8 Hour Shift</u> | <u>12 Hour Shift</u> |
|-----------------------|---------------------|----------------------|
| 2008 07 01 | \$10.00 | \$13.45 |

When an employee does report to work when called, he/she shall be compensated for transportation costs at the applicable mileage rate to a maximum of \$5.00.

25.13 Severance Pay

An employee, who has nine (9) or more years of continuous service in the employ of the Employer, is entitled to be paid on resignation, retirement, or termination by reason of disability, expiry of recall rights, 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 his/her weekly salary to a maximum of twenty (20) weeks pay. For the purpose of clause 25.13, service for a temporary employee or relief worker shall be the actual period of employment with the Employer provided that where a break in employment exceeds twelve (12) consecutive months, service shall commence from the date of re-employment.

ARTICLE 26
CLASSIFICATION

- 26.01 Employees shall be notified, in writing, of any changes in their classification.
- 26.02 The Classification Appeal Board shall carry out its functions in accordance with the Classification Review and Appeal Board Procedures as set out in Schedule "B".
- 26.03 When an employee feels that his/her position has been unfairly or incorrectly classified, the employee may submit a request for review in accordance with the procedures outlined in Schedule "B".
- 26.04 Classification decisions arising out of any employee's request for review or appeal shall be retroactive to the date the request was first received by the Classification, Organization and Management Division of the Public Service Secretariat.
- 26.05 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 Benefit Plans

The existing Group Insurance programs currently in effect will remain in effect for the life of this Agreement. It is, however, understood between the parties that a change in carrier may necessitate a modification in certain aspects of the programs. Where possible the Employer will endeavour to provide sixty (60) days notice to the Union of changes to the plans coverage.

27.02 Employer Contribution to Group Life Insurance and Medical Program

The cost of Group Life and Medical and Pension Plans will be shared equally by the Employer and the employees.

*27.03 Workers' Compensation

(a) All employees shall be covered by the *Workplace Health, Safety and Compensation Act*.

*(b) It is understood and agreed by the parties to this collective agreement that an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission after the date of signing of this agreement shall no longer accumulate benefits under this agreement but shall have their position with the employer protected for two (2) calendar years following the date of

such approval, immediately following which their employment shall be terminated, subject to the *Human Rights Act*.

(c) Pension Credit and Group Insurance

Pension credit and group insurance coverage will continue on the basis of the pre-injury salary including salary adjustments from step progression or pay increases during the period of temporary absence, subject to payment of appropriate premiums based on the pre-injury salary rate or adjusted rate because of step progression or pay increases, provided this clause does not violate the *Workplace Health, Safety and Compensation Act*.

ARTICLE 28
HEALTH & 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 staff meetings as provided for in Clause 9.01. Recommendations agreed to will be included in minutes of the meeting.

If required by the *Occupational Health and Safety Act*, an Occupational Health and Safety Committee will be established.

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 his/her 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 Health and Safety Grievance

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and Steps 1 and 2 of the Grievance Procedure may be by-passed.

28.07 Mandate

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

ARTICLE 29
PERSONAL LOSS

- 29.01 (a) Subject to Clauses 29.02 and 29.03, where an employee in the performance of his/her 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 his/her designated representative.
- (c) This provision shall only apply in respect of personal effects which the employee would reasonably have in his/her possession during the performance of his/her 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:

- (i) All employees are required to report for duty as scheduled.

- (ii) When an employee through no fault of his/her 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/she be required to make up, in any way, for time lost due to not reporting for work.
- (iii) Notwithstanding Clause 30.02 (i) 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(ii) above.
- (iv) An employee who worked during the emergency will be paid at the rate of time and one-half (1½) for all hours worked.
- (v) When an employee through no fault of his/her own is unable to report for work due to adverse weather conditions other than those referred to in (ii) above, he/she may be allowed the opportunity to proceed on annual leave or time owed provided he/she has such leave or time to his/her credit. In the event an employee has no leave to his/her credit, then he/she can borrow annual leave from next year's leave.

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

(a) Benefit Entitlements

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.

- (b) Temporary employees shall be entitled to wages and benefits of the Agreement for the duration of their employment. Earned benefits shall be pro-rated and employees will be allowed to carry forward these benefits from one period of employment to the next.

30.05 Program Meetings (Group Homes only)

- (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 18.03(b)(iv) shall not apply to time spent in program meetings.

(c) Iris Kirby House

Program/Staff Meetings - These meetings are designed to discuss services provided for residents and other matters relating to the well being of residents and staff, and as an opportunity to liaise with other community groups, and to provide some staff development. Such meetings will be called at the discretion of the Employer, who shall be cognizant of the concerns of the employees in scheduling these 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 his/her 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 his/her 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 hereafter 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.

31.03 Portability of Service Credits

- (a) Employees who are accepted for employment with the same Employer or an Employer which is party to collective agreements listed in Schedule "G", within one hundred twenty calendar days (120) of resignation shall retain portability respecting: (120 maximum)
- (i) Accumulated sick leave credits;
 - (ii) Accumulated annual leave entitlements; and
 - (iii) Service for Severance Pay.

The recognition of prior benefits shall not exceed the benefits available with the new employer.

In the same manner, portability respecting:

- (i) Pension Plan, and
- (ii) Health and Life Insurance Plan

shall be retained where such plans are in effect in the institution at which the employee has been accepted for reemployment, and the regulations respecting these plans permit the retention of these benefits.

The Employer in consultation with the Union shall endeavour to standardize the benefits available in the Homes.

- (b) Employees who receive portability of benefits under Clause 31.03(a) shall be placed on the appropriate salary scale at their new place of employment.
- (c) Employees reemployed in a Group Home after termination shall, for the purpose of this Agreement be placed on their respective salary scale on a step not lower than the step they were on at the date of termination provided that they have not been out of the employment of the Employer for a period of more than two (2) years.

ARTICLE 32 COPIES OF AGREEMENT

32.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Employer shall print, at its own costs, sufficient copies of the agreement within thirty (30) days of signing.

ARTICLE 33
GENERAL

33.01 Plural or Feminine Terms May Apply

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

ARTICLE 34
LEGISLATIVE AND COLLECTIVE AGREEMENTS

34.01 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.

34.02 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.

34.03 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.

34.04 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 35
DURATION

*35.01 Duration

Except as otherwise provided, this agreement shall be effective from the date of signing and shall remain in effect until June 30, 2012.

This is not the official version.

In Witness Whereof the parties hereto have executed this Agreement the day and year first before written.

SIGNED on behalf of Treasury Board representing Her Majesty the Queen in Right of Newfoundland by the Honourable Jerome Kennedy, President of Treasury Board, in the presence of the witness hereto subscribing:

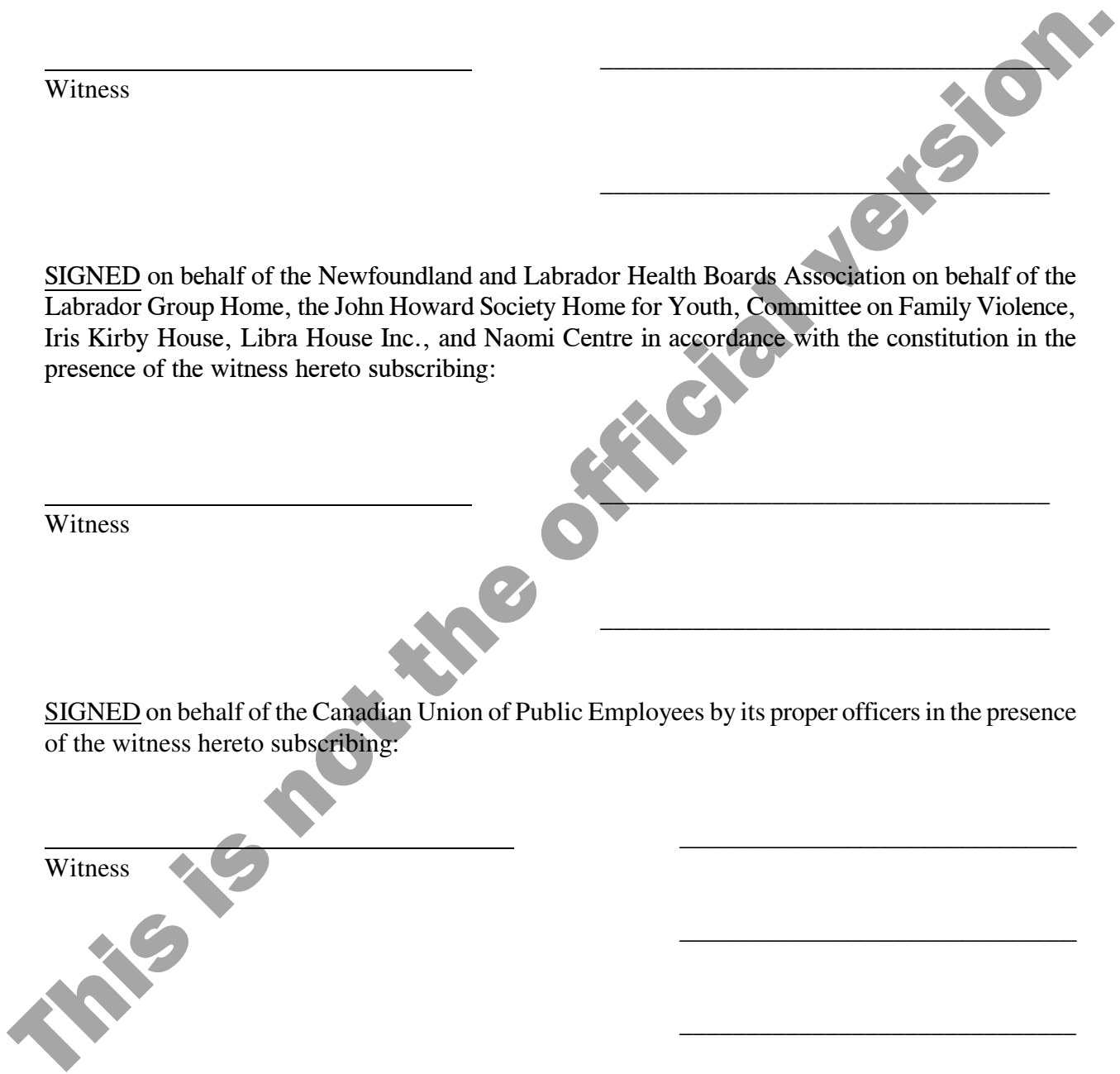
Witness

SIGNED on behalf of the Newfoundland and Labrador Health Boards Association on behalf of the Labrador Group Home, the John Howard Society Home for Youth, Committee on Family Violence, Iris Kirby House, Libra House Inc., and Naomi Centre in accordance with the constitution in the presence of the witness hereto subscribing:

Witness

SIGNED on behalf of the Canadian Union of Public Employees by its proper officers in the presence of the witness hereto subscribing:

Witness



***SCHEDULE "A"**
GROUP HOMES

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

***Salary Implementation Formula**

| | |
|--------------|---|
| July 1, 2008 | Increase all pay scales by eight percent (8%) |
| July 1, 2009 | Increase all pay scales by four percent (4%) |
| July 1, 2010 | Increase all pay scales by four percent (4%) |
| July 1, 2011 | Increase all pay scales by four percent (4%) |

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"
LIST OF CLASSIFICATIONS

| Organizational Title | Classification Title | New Pay Level |
|------------------------------|------------------------------|----------------------|
| Assistant Administrator | Clerk IV | TG-27 |
| Public Awareness Officer | Information Officer | TG-27 |
| Child Services Worker | Transition House Counsellor | TG-26 |
| Crisis Intervention Worker | Transition House Counsellor | TG-26 |
| Bookkeeper | Accounting Clerk I | TG-21 |
| Social Worker | Social Worker | TG-39 |
| Group Home Counsellor | Group Home Counsellor | TG-25 |
| Senior Group Home Counsellor | Senior Group Home Counsellor | TG-26 |

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SCHEDULE "B"**CLASSIFICATION REVIEW AND APPEAL BOARD PROCEDURES****A. DEFINITIONS**

1. "Appeal" means a request of an employee, or a permanent head on behalf of the employee, to the Classification Appeal Board for a change in the classification of his current position.
2. "Board" means the Classification Appeal Board constituted to function in accordance with these procedures.
3. "Classification" means the identification of a position by reference to a class title and pay range number.
4. "Day" means a working day.
5. "Permanent head" means permanent head as defined below or any official authorized by him to act on his behalf:
 - (a) in respect of government departments, the Deputy Minister of the department concerned;
 - (b) in respect of persons employed under Head II (Legislative) as contained in the Estimates of Revenue and Expenditure of the Province of Newfoundland (hereinafter referred to as the Estimates), the Honourable the Speaker, (except for employees of the Department of the Auditor General and the Office of the Parliamentary Commissioner);
 - (c) in respect of persons employed under Head III of the Estimates
 - (i) The Lieutenant-Governors Establishment, the Private Secretary to the Lieutenant-Governor;
 - (ii) The Office of the Premier, an officer designated by the Premier;
 - (iii) The Executive Council Office, the Clerk of the Executive Council;
 - (iv) The Cabinet Secretariat, the Clerk of the Executive Council;
 - (v) The Intergovernmental Affairs Secretariat, the Deputy Minister of that Secretariat; and
 - (vi) The Treasury Board Secretariat, the Secretary of the Board.
 - (d) in respect of the Public Service Commission, the Chairman of the Public Service Commission;
 - (e) in respect of the Department of the Auditor General, the Auditor General;

- (f) in respect of the Government Loan Boards, the Chairmen of these Boards;
 - (g) in respect of the Newfoundland Medical Care Commission, the Executive Director of the Medical Care Commission;
 - (h) in respect of the Newfoundland Hydro Corporation, the Newfoundland and Labrador Housing Corporation and the Workers' Compensation Board, the Chairmen of these agencies;
 - (i) in respect of the College of Trades and Technology and the College of Fisheries, the President of these Colleges;
 - (j) in respect of the Newfoundland Liquor Corporation, the President of the Corporation;
 - (k) in respect of agencies not specifically covered by the definitions in this Section, the highest management official in these agencies;
 - (l) in respect of Hospitals not operated by Government, the Administrator of each such Hospital;
 - (m) in respect of the Office of the Parliamentary Commissioner, the Parliamentary Commissioner.
6. "Review" means re-appraisal or re-assesment of an employee's current position classification by the Classification and Pay Division of Treasury Board upon request of the employee, or the permanent head on behalf of the employee.
 7. "Treasury Board" means Treasury Board as constituted pursuant to The Financial Administration Act as now or hereafter amended.

B. Constitution of Classification Appeal Board

1. There shall be a Board to be known as the Classification Appeal Board, consisting of a Chairman and not more than five (5) members to be appointed by the Lieutenant-Governor in Council to serve for a period of one year in the first instance, subject to extension for further periods at the discretion of the Lieutenant-Governor in Council.
2. The Board is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures which any employee whose position has been classified by the Classification and Pay Division may wish to submit against the classification which has been assigned.
3. A quorum for the Board shall consist of three (3) members including the Chairman or acting Chairman.

4. In the absence of the Chairman from a meeting of the Board, the members present shall appoint one of their members as Acting Chairman.
5. The Board may hold hearings on appeals and may require an appellant to appear before it at any time and in any place in the Province it may deem desirable.
6. The Chairman and members of the Board shall be compensated for their service at such rates as Treasury Board may approve.
7. Expenses incurred by the Board in the performance of its duties and such out of pocket expenses incurred by an appellant appearing before the Board at its request shall be paid from public funds, subject to Treasury Board approval.
8. The Board shall be provided with such clerical staff and facilities e.g., office accommodation, etc., as the Treasury Board may deem necessary to assist it in its work.
9. A commission shall be issued to the Board, pursuant to Section 2 of The Public Enquiries Act, conferring upon it the powers set forth in the said section.

C. Procedures

1. The process of review and/or appeal pursuant to these procedures shall be available to any employee.
2. A review or appeal shall not be entertained on the grounds:
 - (a) of the inadequacy of the pay scale assigned to the pay range number;
 - (b) that the scope of duties and responsibilities have been improperly assigned to a position by management.
3. A request for review shall be submitted to the Director of the Classification and Pay Division, Treasury Board, Confederation Building, St. John's, A1C 5T7, in writing, stating:
 - (a) the employee's full name;
 - (b) name of the employing department and place of work;
 - (c) the classification in respect of which the review is requested;
 - (d) details of the reasons why the employee considers that his present classification is incorrect and the justification for the classification which the employee considers to be correct.
4. The Classification and Pay Division shall consider each such request within thirty (30) days of its receipt and within a further thirty (30) days shall notify the employee in writing of its decision thereon.
5. If an employee is dissatisfied with the decision of the Classification and Pay Division, he may, if he so desires, appeal the decision to the Classification Appeal Board, P.O. Box 9295, St. John's, Newfoundland.

6. All such appeals shall be submitted to the Board in writing (in duplicate) within a period of not more than fourteen (14) days after the receipt by any employee of notification of the Classification and Pay Division's decision as above-mentioned.
7. An appeal shall not be submitted to the Board on any grounds which differ from the grounds upon which a review by the Classification and Pay Division has been requested by the employee, or a permanent head on behalf of the employee, and no such appeal shall be entertained by the Board. In such a case the employee, or permanent head on behalf of the employee, shall first approach the Classification and Pay Division seeking a further review on the basis of the new circumstances involved.
8. The Board shall consider and rule only upon appeals received from an individual employee, provided that such employee shall first have submitted a request to the Classification and Pay Division for a review of his classification, or a request for a review submitted by his permanent head on his behalf, in accordance with paragraph 3 of this Section, and shall have been notified in writing of the Division's decision on his request.
9. The Board has the right to refuse to receive or hear an appeal if it considers that the grounds upon which the appeal is submitted are irrelevant or not in accordance with the procedures contained herein.
10. The Board may call upon any person, at its discretion, to assist it in the consideration of any appeal which may be submitted to it.
11. The appellant who is requested to appear before the Board may be accompanied by another person of his choice who may address the Board on the appellant's behalf.
12. The employing Department concerned shall allow time off from his regular duties to any employee who is required by the Board to appear before it, and in respect of such absence, the employee shall be regarded as being O.H.M.S. It shall be the responsibility of employee to obtain the prior approval of his permanent head before absenting himself from duty for this purpose.
13. The decision of the Board on an appeal shall be final and binding on both the appellant and the Government. The majority opinion of the Board shall prevail and there shall be no minority report.
14. Decisions of the Board shall be conveyed in writing within fifteen (15) days over the signature of the Chairman or Acting Chairman, to the appellant or his designated representative, to Treasury Board and to the permanent head concerned for such action as may be appropriate.

***SCHEDULE "C"**
LABRADOR BENEFITS AGREEMENT

ARTICLE 1
SCOPE

- 1.1 This Agreement is applicable to all employees in Labrador represented by the Canadian Union of Public Employees, Association of Allied Health Professionals, the Newfoundland and Labrador Association of Public & Private Employees, the Newfoundland and Labrador Nurses' Union, the Newfoundland and Labrador Teachers' Association and the Royal Newfoundland Constabulary Association. The terms of the agreement will be considered to form an integral part of all collective agreements.

ARTICLE 2
DURATION

- 2.1 This agreement shall be effective from April 1, 2005 and shall remain in full force and effect until March 31, 2009. It shall be renewed thereafter through the normal process of collective bargaining utilized by each of the employee groups, or, with the consent of the parties, will be renewed through joint negotiations. At the request of either party negotiations shall commence six (6) months prior to the expiry date of this agreement.

ARTICLE 3
LABRADOR ALLOWANCE

- 3.1 Labrador Allowance for employees covered by this agreement shall be paid in accordance with Schedule "A".

| | DATE | SINGLE | DEPENDENT |
|----------------|---------------|---------------|------------------|
| GROUP 1 | April 1, 2005 | \$2150 | \$4300 |
| | April 1, 2006 | \$2150 | \$4300 |
| | April 1, 2007 | \$2475 | \$4950 |
| | April 1, 2008 | \$2475 | \$4950 |
| GROUP 2 | April 1, 2005 | \$2600 | \$5200 |
| | April 1, 2006 | \$2600 | \$5200 |
| | April 1, 2007 | \$2875 | \$5725 |
| | April 1, 2008 | \$2875 | \$5725 |
| GROUP 3 | April 1, 2005 | \$2725 | \$5450 |
| | April 1, 2006 | \$2725 | \$5450 |
| | April 1, 2007 | \$3000 | \$5975 |
| | April 1, 2008 | \$3000 | \$5975 |

In the case of a married couple who are both employed by Provincial Government Departments or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), the total amount paid to both of them shall not exceed the dependent rate for the allowance contained in this article. This allowance shall be paid to employees on a pro-rated basis in accordance with his/her hours of work excluding overtime.

ARTICLE 4
TRAVEL ALLOWANCE

4.1 Employees covered by this agreement shall receive a travel allowance to help offset the costs of travel to areas outside of Labrador based on the following rates per employee and his/her dependent(s).

| | DATE | EMPLOYEE | DEPENDENT |
|----------------|---------------|----------|-----------|
| GROUP 1 | April 1, 2005 | \$650 | \$450 |
| | April 1, 2006 | \$650 | \$450 |
| | April 1, 2007 | \$700 | \$500 |
| | April 1, 2008 | \$750 | \$550 |
| GROUP 2 | April 1, 2005 | \$700 | \$500 |
| | April 1, 2006 | \$700 | \$500 |
| | April 1, 2007 | \$750 | \$550 |
| | April 1, 2008 | \$800 | \$600 |
| GROUP 3 | April 1, 2005 | \$750 | \$550 |
| | April 1, 2006 | \$750 | \$550 |
| | April 1, 2007 | \$800 | \$600 |
| | April 1, 2008 | \$850 | \$650 |

4.2 (a) This allowance shall be paid to employees in the first pay period following April 15 of each year on a pro-rated basis in accordance to his/her hours of work in the previous twelve (12) month period ending March 31st, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents on the date of application of the allowance.

(b) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 4.2 (a) based on his/her hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.

4.3 (a) For the purpose of calculating this benefit the following leaves shall be considered as hours of work:

- (i) Maternity Leave/Parental Leave/Adoption Leave
- (ii) Injury-on-Duty/Worker's Compensation Leave
- (iii) Paid Leaves

- (iv) Any other period of unpaid leave for which the employee is eligible to accrue service under the respective collective agreement
 - (b) The provisions of 4.3 (a) will not apply when the employee would otherwise have been laid off.
 - (c) The provision of 4.3(a) (iv) will apply only to employees who have worked or have been credited with hours of work under 4.3(a) (i), (ii) or (iii) for a period of 20 days in the aggregate in the qualifying period.
- 4.4 In the case of spouses who are both employed by Provincial Government Department or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.
- 4.5 The travel benefit available to the Royal Newfoundland Constabulary Association under their Collective Agreement and to teachers under Article 25 of the NLTA Labrador West Collective Agreement shall continue to apply except in cases where Article 4 of this joint agreement provides a greater benefit. Eg. Members of the RNCA would continue to receive the employee travel benefit under their collective agreement unless the employee travel benefit in this joint agreement is greater. In addition to the employee benefit under the RNCA collective agreement, members of the RNCA shall also receive the dependent benefit under the joint agreement.

ARTICLE 5 **LEAVE**

- 5.1 Permanent employees covered by this agreement shall receive three (3) non-cumulative, paid leave days in the aggregate per year. This leave will only be utilized when the employee is delayed from returning to the community due to interruptions to a transportation service occurring within Labrador. This article shall also apply where there has been interruptions to a transportation service occurring at the last departure point directly to Labrador.

ARTICLE 6 **PROTECTIVE CLOTHING**

- 6.1 Protective clothing will be provided in accordance with the specific provisions outlined in each applicable employee group collective agreement.

ARTICLE 7 **RELOCATION EXPENSES**

- 7.1 Relocation expenses will be provided in accordance with the specific provisions outlined in each applicable employee group collective agreement.

ARTICLE 8
EXISTING GREATER BENEFITS

- 8.1 No provision of this agreement shall have the effect of reducing any benefit for any employee which exists in each applicable employee group collective agreement outlined in Article 1.

ARTICLE 9
DEFINITIONS

- 9.1 “Dependent”- for the purpose of this Agreement, dependent means a spouse, whether of the same or opposite gender, and children under age eighteen (18) years of age, or twenty-four (24) years of age if the child is in full time attendance at a school or post-secondary institution.
- 9.2 “Spouse” - for the purpose of this agreement, spouse means an employee's husband or wife, including a common-law or same sex partner with whom the employee has lived with for more than one year.

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“SCHEDULE A”

COMMUNITY GROUPING

GROUP 1

Happy Valley/Goose Bay
North West River
Sheshatshiu
Wabush
Labrador City
Churchill Falls

GROUP 2

Red Bay
L’Anse au Loup
L’Anse au Clair
Forteau
Pinware
West St. Modeste
Mud Lake
Cartwright
Mary’s Harbour
Port Hope Simpson
St. Lewis
Charlottetown
Lodge Bay
Paradise River

GROUP 3

Rigolet
William’s Harbour
Norman’s Bay
Black Tickle
Pinsent’s Arm
Makkovik
Postville
Hopedale
Davis Inlet/Natuashish
Nain

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MEMORANDUM OF UNDERSTANDING**RE: NURSES COMMITTEE**

The parties acknowledge that the Newfoundland and Labrador Nurses Union (NLNU) have indicated that they have issues of concern unique to nurses who live and work in Labrador and that the NLNU will attempt to address these concerns through a committee which will be established subsequent to these negotiations.

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Letter to Ed Hancock (signed)

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SCHEDULE "D"
12 HOUR SHIFTS

Definitions

- (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 160 working hours in the aggregate in any year, unless specified otherwise in this agreement.

16.05 Trial Period

The successful applicant shall be notified within one week following the end of the posting period. He/she shall be given a trial period of 347 working hours. 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 347 working hours. 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, he/she shall be returned to his/her 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 his/her former position, wage or salary rate, without loss of seniority.

18.01 Regular Daily Hours

The normal hours of work shall be an average of eighty (80) hours per fortnight divided into twelve (12) hours, or a combination of twelve (12) hours and eight (8) hours.

18.03 Rest Periods

- (a) Each employee shall be entitled to a rest period of fifteen (15) consecutive minutes during each third of a twelve (12) hour working day, at a time to be scheduled by the Supervisor.

18.07 Rest Between Shifts

Employees shall be scheduled with a minimum of twelve (12) 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 twelve (12) hours rest shall be compensated at time and one-half (1½) for all hours worked.

21.01 Paid Holidays

The Employer recognizes the following as paid holidays and employees shall receive eight (8) hours paid leave for each:

New Year's Day

Labour Day

| | |
|-----------------------------|-----------------|
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Memorial Day | Boxing Day |
| Civic Holiday (Regatta Day) | |

22.01 Length of Vacation

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

Less than 2080 working hours

13 1/3 working hours for each 173 1/3 working hours of service

2080 working hours or more but less than 20,800 working hours

160 working hours

More than 20,800 working hours but less than 52,000 working hours 200 working hours

More than 52,000 working hours

240 working hours

22.02 Banking Vacation Credits

An employee may carry forward to a subsequent year annual leave not taken in previous years until by so doing the employee has accumulated 160 working hours, in addition to the current years vacation.

23.02 Amount of Paid Sick Leave

- (a) An employee is eligible to accumulate sick leave with full pay at the rate of 16 working hours for 173 1/3 working hours of service, effective January 1, 1988, or date of hire, whichever is later.
- (b) The maximum number of days of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed 3840 hours.

24.01 Leave of Absence for Union Functions

- (a) Upon written request by the Union to the Employer and with the approval, in writing, of the Employer, leave with pay shall be awarded as follows:
 - (i) For an employee who is a member of the Provincial Executive, or an elected delegate, and who is required to attend the convention of the Canadian Union of Public Employees (Newfoundland and Labrador Division or the Convention of the Newfoundland Federation of Labour), leave with pay not exceeding 24 working hours in any one year for each of the above conventions.

- (ii) For an employee who is a member of the Provincial Executive of the Union and who is required to attend Executive Meetings of the Provincial Executive, leave with pay not exceeding 40 working hours in any one year.
- (iii) For an employee who is a member of the National and/or Provincial Executive or an elected delegate, who may wish to attend the National Convention of the Canadian Union of Public Employees and the Convention of the Canadian Labour Congress, leave with pay not exceeding 40 working hours in any one year; no more than one (1) employee at one time from each home.

25.02 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 24 consecutive working hours.

25.06 On Call Provisions

Employees required by the Employer to perform stand-by duty will be compensated at the rate of \$10.35 effective July 1, 1989 per twelve (12) hour shift on standby, provided that the employee is available when called. When an employee does report to work when called, he shall be compensated for transportation costs at the appropriate kilometre rate specified in 25.05(a) to a maximum of eight dollars and fifty cents (\$8.50).

All other clauses of the Agreement which have not been amended shall apply to employees who work on a twelve (12) hour shift schedule as they do to all other employees.

SCHEDULE "E"
NUMBER OF WEEKS OF PAY IN LIEU OF NOTICE

| Service | AGE (Years) | | | | | |
|------------------------|-------------|-------|-------|-------|-------|-----|
| | <35 | 35-39 | 40-44 | 45-49 | 50-54 | >54 |
| <6 Months | 2 | 4 | 6 | 8 | 10 | 12 |
| >6 Months - <1 Year | 4 | 6 | 8 | 10 | 12 | 14 |
| >1 - <2 Years | 7 | 9 | 11 | 13 | 15 | 17 |
| >2 - <4 Years | 11 | 13 | 15 | 17 | 19 | 21 |
| >4 - <6 Years | 15 | 17 | 19 | 21 | 23 | 25 |
| >6 - <8 Years | 19 | 21 | 23 | 25 | 27 | 29 |
| >8 - <10 Years | 23 | 25 | 27 | 29 | 31 | 33 |
| >10 - <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 |

SCHEDULE "F"

AGREEMENTS (NAPE)

Air Services
College of the North Atlantic Faculty
College of the North Atlantic Support Staff
General Service
Group Homes
Health Professionals
Hospital Support Staff
Lab & X-Ray
Maintenance and Operational Services
Marine Service Workers
Newfoundland Liquor Corporation
Workplace Health, Safety and Compensation Commission
Ushers

AGREEMENTS (CUPE)

Government House
Group Homes and Transition Houses
Hospital Support Staff
Newfoundland and Labrador Housing Corporation
Provincial Information and Library Resources Board

This is not the official version.

MEMORANDA OF UNDERSTANDING
GROUP HOMES

Re: Overnight Escorts

In cases where an employee is required to work on an escort beyond 0200 hours and who has not had a sufficient rest period, he/she shall be entitled to an eight (8) hour rest period without loss of pay before commencing his/her regular scheduled shift.

Re: Contracting Out

Should the Employer contract out work, the Employer will endeavor to provide other positions for any staff that are laid off by the decision to contract out work. The normal movement of resident(s) from the Group Home(s) as an integral part of their development shall not be considered to be contracting out.

Re: Education Allowance

The Employer agrees to encourage employees to participate in self-development activities in order to better qualify themselves in their work as employees of the Employer.

Reimbursement for training courses will be based on an assessment of the relevancy of the course to the employee's current position by the Employer. All requests for reimbursement must be approved by the Employer prior to registration unless otherwise mutually agreed.

Present individual Board policy with respect to course reimbursement will be continued for the duration of the Agreement.

Re: Staffing Levels

Where an employee determines or has cause to feel that their safety or the safety of others may be in jeopardy during a particular night shift, such concern should be brought to the immediate attention of the Employer. The Employer will give due consideration to having a total of two (2) employees on a night shift, or give a reason as to why it is not warranted.

The Employer also agrees to address the staffing levels at the Labrador Group Home during weekend day shifts through the scheduling of staff or the overlapping of shifts to cover peak activity hours as the Employer deems appropriate.

Re: Unpaid Orientation

All new staff shall be assigned, in addition to the normally scheduled staff, for five unpaid shifts of orientation in Young Offender Group Homes and three shifts of orientation in DRS Group Homes.

Re: Communicable Disease

The Employer agrees to consult with the Department of Health on suspected cases of communicable disease.

Re: Staffing/Safety Concerns

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

Re: Redundancy Pay

If a Group Home position is declared redundant, the incumbent will be entitled to redundancy pay of one (1) week for each full year of service (2080 hours) up to a maximum of twenty (20) weeks pay, unless the employee is eligible for severance pay at which point the employee would have to avail of severance pay instead of redundancy pay. For the purpose of the Canada Drive Group Home, a full year of service is 1950 hours.

Re: Peer Counselling

The Employer shall provide leave with pay of up to three (3) days for two employees in each Group Home covered by this Agreement for training in peer counselling. The employees shall be selected by the bargaining unit members in each Home and approved by the Employer, and such approval shall not be unreasonably denied. All travel and related training expenses shall be borne by CUPE. Time spent in such training shall be considered time worked. A copy of the proposed training agenda shall be supplied in advance to the Employer.

Re: Camping Trips

For purposes of camping trips, Group Home employees will be scheduled for their regular shift and paid accordingly. Where the employee volunteers to remain on site and the supervisor agrees, or the location of the campsite is deemed by the Supervisor to be impractical for the employee to return home at the end of his/her scheduled shift, the employee will be able to bank one day's leave for each sixteen (16) hours of voluntary service.

**Signed on Behalf of the Canadian
Union of Public Employees**

Signed on Behalf of the Employer

MEMORANDUM OF UNDERSTANDING
NAOMI CENTRE

Naomi Centre and the Union agree that the terms and conditions of the CUPE Transition House/Group Homes Master Agreement will apply to employees of Naomi Centre subject to the following exceptions and/or conditions:

1. Clause 16.04 - Role of Seniority in Promotions, Transfers and Staff Changes - Shall read as follows:

“Both parties recognize:

- a) the principle of promotion within the service of the Employer.
- b) that job opportunity should increase in proportion to length of service.

Therefore, in making promotions or transfers to bargaining unit positions, employees shall be considered on the basis of qualifications, abilities, and suitability in relation to the position posted. Where these factors are judged to be relatively equal between the applicants, seniority shall be the determining factor. The Employer agrees not to establish qualification, ability, and suitability requirements in an arbitrary or discriminatory manner.”

2. Article 15 - Seniority shall have added Clause 15.02 (c), which shall read as follows:

“Employees of Naomi Centre hired prior to April 1, 1996 shall have seniority calculated in accordance with 15.02(a) based on date of hire and shall be considered more senior than employees hired after April 1, 1996, who shall have seniority calculated in hours worked.”

3. Article 18 - Hours of Work - “The current practice in place at Naomi Centre will continue for the duration of this collective agreement. The practice may be changed with the mutual agreement of both parties.”

4. Article 21 - Paid Holidays - “Clause 21.01 (b) shall apply to Naomi Centre with the exception that relief workers shall receive double time for work only on those holidays included in the Labour Standards Act and shall receive time and one half for work on the other designated paid holidays.”

**Signed on Behalf of the Canadian
Union of Public Employees**

Signed on Behalf of Naomi Centre

Witness

Witness

Date

Date

This is not the official version.

***MEMORANDUM OF UNDERSTANDING**
CLASSIFICATION PLAN

It is agreed that a new classification system would be implemented and that the plan used would be gender neutral. It is also agreed that CUPE would have input into the selection and implementation of the system. This will be accomplished through a joint steering committee which would be advisory to Government in nature. It is also agreed that the current classification plan would continue until the new plan is established.

It is agreed that the new plan began implementation on April 1, 2008. However, any wage adjustments necessary for implementation of this plan will not accrue on April 1, 2008. The total cost and the timing of any wage adjustments are to be included in negotiations to commence on Government's finalization of the new classification system.

The Unions require that a Job Evaluation Consultant (as selected by the Unions) would have direct contact with the Plan's consultant and have full access to all relevant information. This individual would also communicate with and have access to all meetings of the Steering Committee. The salary and the expenses of the Advisor would be borne by the Unions.

The ratings of the positions will be conducted by the staff of the Classification and Compensation Division of the Public Service Secretariat. There will be a Benchmark Committee composed of two-thirds management and one-third union representatives who will review the sampling of the ratings as they are done. The Benchmark Committee would have the authority to refer results back to the raters should they be deemed inconsistent. The final decision making authority rests with Treasury Board.

While the new Job Evaluation system is being implemented, all employees can proceed with individual reviews and appeals under the current plan. However, there will be no further occupational reviews.

***MEMORANDUM OF UNDERSTANDING**
AGREEMENT ON PENSIONS

The Parties agree to the following:

1. Introduction of a formal indexing program for those pensioners and survivors who have reached age 65, as follows:

60% of the annual change in the national CPI as published by Statistics Canada (Catalogue 62-001), in the calendar year immediately preceding the anniversary date, to a maximum annual increase of 1.2%;

- a) For those pensioners and survivors who have attained age 65 from October 1, 2002; and
- b) For those pensioners and survivors who are not age 65, from the next anniversary date after the date they reach age 65.

Cost: 2% of salary to be shared equally by both parties.

Anniversary Date: October 1, 2002 and every October 1 thereafter.

2. Government will pay \$982 Million into the Public Service Pension Plan (PSPP), with \$400 Million being paid on March 15, 2007 and the remaining balance of \$582 Million will be paid by June 30, 2007.
3. This memorandum of agreement will not take effect unless all participants, The Newfoundland and Labrador Association of Public and Private Employees, The Canadian Union of Public Employees, The Newfoundland and Labrador Nurses' Union, The Association of Allied Health Professionals, The Canadian Merchant Service Guild, The International Brotherhood of Electrical Workers and Her Majesty the Queen in Right of Newfoundland (represented by the Treasury Board) agreement to its terms.
4. It is agreed that the payment outlined in Clause 2 above is full settlement of Government's share of the unfunded liability of the PSPP as established on December 31, 2000 and outlined in section 2 of the Memorandum of Understanding – 2004, Agreement on Pensions and there shall be no further special payments.
5. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship by April 1, 2008.

All reasonable costs of the Committee relating to professional, legal and support services shall be paid from the Pension Fund.

6. All unions representing Public Service Pension Plan members must indicate, in writing, acceptance of this proposal.
7. For the duration of the Collective Agreement the Employer agrees to maintain the Public Service Pension Plan as an independent pension plan.

December 12, 2008

Mr. Ed White
Representative
Canadian Union of Public Employees
P.O. Box 8745, Stn. "A"
St. John's, NL A1B 3T2

Dear Mr. White:

Re: On the Job Training - Clause 16.09

It is agreed that the Employers covered by this agreement will make every reasonable effort to continue the current practice with respect to staff training.

Sincerely,

Elizabeth J. Lane
Director of Collective Bargaining
NLHBA

This is not the official version.

December 12, 2008

Mr. Ed White
Representative
Canadian Union of Public Employees
P.O. Box 8745, Stn. "A"
St. John's, NL A1B 3T2

Dear Mr. White:

Re: Meal Breaks - (Transition Houses)

This is to confirm that employees shall only be entitled to use meal breaks in order to leave prior to the completion of their shift with the prior approval of their supervisor.

Sincerely,

Elizabeth J. Lane
Director of Collective Bargaining
NLHBA

This is not the official version.

December 12, 2008

Mr. Ed White
Representative
Canadian Union of Public Employees
P.O. Box 8745, Stn. "A"
St. John's, NL A1B 3T2

Dear Mr. White:

Re: Travel on Employer Business

The Employer agrees to amend Travel Rates in Article 25.05 - 25.10 should there be a corresponding increase in the rate in Government's Human Resource Policy Manual. The onus will be on the union to approach Treasury Board to seek the amendment. The effective date of any changes will be the date of signing of the amendment unless otherwise mutually agreed.

Sincerely,

Elizabeth J. Lane
Director of Collective Bargaining
NLHBA

This is not the official version.

December 12, 2008

Mr. Ed White
Representative
Canadian Union of Public Employees
P.O. Box 8745, Stn. "A"
St. John's, NL A1B 3T2

Dear Mr. White:

Re: Public Service Pension Plan

Should the majority of employees with an individual Group Home/Transition House covered by this Agreement vote to join the Public Service Pension Plan, the Employer agrees to apply to become a member of the Plan, subject to the eligibility criteria and benefit package in place at the time the application is made.

The Pension Division will conduct educational seminars prior to employees voting to become members of the Public Service Pension Plan or the Government Money Purchased Pension Plan.

Sincerely,

Elizabeth J. Lane
Director of Collective Bargaining
NLHBA

December 12, 2008

Mr. Ed White
Representative
Canadian Union of Public Employees
P.O. Box 8745, Stn. "A"
St. John's, NL A1B 3T2

Dear Mr. White:

Re: Employee Assistance Programs

Each Employer covered by this agreement will strike a committee within thirty (30) days of the signing of this agreement to investigate the viability of establishing an Employee Assistance Program. A report will be submitted to the Employer with recommendations.

Sincerely,

Elizabeth J. Lane
Director of Collective Bargaining
NLHBA

This is not the official version.

December 12, 2008

Mr. Ed White
Representative
Canadian Union of Public Employees
P.O. Box 8745, Stn. "A"
St. John's, NL A1B 3T2

Dear Mr. White:

Re: Early and Safe Return to Work

The parties are encouraged to meet and discuss the opportunity to further explore Early and Safe Return to Work initiatives. Where practical, these discussions should occur within six months of the signing of this agreement.

Sincerely,

Elizabeth J. Lane
Director of Collective Bargaining
NLHBA

This is not the official version.

December 12, 2008

Mr. Ed White
Representative
Canadian Union of Public Employees
P.O. Box 8745, Stn. "A"
St. John's, NL A1B 3T2

Dear Mr. White:

Re: Market Adjustment

This will confirm our understanding reached during negotiations whereby if the Employer determines that it is unable to recruit/retain employees in specific positions at a particular geographic site, the Employer may provide benefits to employees beyond those outlined in the collective agreement.

Sincerely,

Elizabeth J. Lane
Director of Collective Bargaining
NLHBA

This is not the official version.