

**COLLECTIVE AGREEMENT**

**BETWEEN**

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

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4864**

**AND**

**John Howard**  
THE JOHN HOWARD SOCIETY OF  
NEWFOUNDLAND AND LABRADOR

**John Howard Society of Newfoundland and Labrador**

**April 1<sup>st</sup> 2022 – March 31<sup>st</sup>, 2026**

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## Definitions

- a) "Executive Director" means the Administrator of the John Howard Society.
- b) "House Director" means the Administrator of a residential facility.
- c) "Program Director" means the Administrator of a program such as Next Steps or LRP.
- d) "Regional Director" means the Administrator of the west coast programs of the John Howard Society.
- e) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 3.
- f) "Classification" means one of the positions identified in Schedule "A" or "B".
- g) "Day" means a working day unless otherwise stipulated in this Agreement.
- h) "Employee" or "Employees" were 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" or "B".
- i) "Employer" means John Howard Society, or its designate.
- j) "Mutual Agreement" means unless otherwise specified throughout this agreement, an agreement entered into between the employer and the bargaining unit through its designated representatives.
- k) "Month of Service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month.
- l) "Part-time Employees" means an employee who works less than the full number of hours in each working day or less than the full number of working days in each week and works an average greater than half-time over a three-month period. Part-time workers will be given an opportunity to accept additional hours, to the daily or weekly maximum number of hours as specified in this agreement before relief workers are contacted/called.
- m) "Permanent Employee" means a person who has completed their probationary period and is employed without reference to any specific date of termination.

- n) "Probationary Employee" means a person who has worked less than the prescribed probationary period.
- o) "Relief Worker" means a call-in employee who may be employed on a scheduled or non-scheduled shift.
- p) "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.
- q) "Partner" means a person to whom an employee is legally married or a person with whom an employee has cohabitated for a continuous period of at 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.
- r) "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.
- s) "Vacancy" means an opening in a permanent or temporary position which (i) is in twelve (12) weeks in duration, (ii) the Employer requires to be filled, and (iii) there is no employee eligible for recall. Notwithstanding the above, all permanent positions that are to be filled shall be posted in accordance with Article 16. Temporary positions that are known to be of eight (8) weeks or more shall also be posted in accordance with Article 16.
- t) "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.
- u) "Call-In" means any period of time, outside scheduled working hours and not contiguous with the start or end of a scheduled shift, which an employee is requested to work.
- v) "Shift Worker" means an employee who is scheduled to work shifts where the employer provides twenty-four (24) hour coverage in a residential facility.
- w) "Date of Ratification" means February 8, 2023 for the purposes for this agreement.

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

### **1.01**

It is the purpose of both parties to this Agreement:

- a) To improve relations between the Employer and the Union and provide settled and just conditions of employment.
  - i) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
  - ii) To encourage efficiency in operations.
  - iii) To promote the morale, well being and security of all employees in the bargaining unit of the Union.
  - iv) The Employer and Union acknowledge the following as being fundamental to this Agreement. Each employee can make a unique and valuable contribution to the Society and should, where possible, be given every opportunity to do so.

## **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 Canadian Union of Public Employees and its Local 4864 as the sole and exclusive bargaining agent for all classes of employees, save and except employees filling those classifications listed in Schedule “B” of this agreement.

- 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 Bargaining Unit 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 employee.

Notwithstanding the above, both parties recognize the established past practice whereby management has traditionally performed work of the bargaining unit 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 recognize the contributions of volunteers in assisting with JHS programs and the parties agree to continue this practice such that it enhances activities 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 Executive Director, House Director, Program Director or designate who will take into consideration the operation of a House or Program. Such meetings with the Union representative/advisor shall not interfere with the operation of a House or Program. Consent will not be unreasonably withheld.

## **Article 4 – Human Rights**

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

The Union and Employer jointly affirm that every employee shall be entitled to a respectful workplace. The principle of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behaviour on the part of any person which would jeopardize another's dignity and well-being or undermine work relationships and productivity.

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, color, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender, marital or parental status, family relationship, place of residence, being differently abled, nor by reason of the employee's 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 other employees. The parties shall undertake to investigate alleged occurrences with all possible dispatch. If harassment has taken place, the Employer shall take appropriate action against the harasser and shall ensure that the harassment ceases. The victim shall be protected from repercussions which might result from their complaint.

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

a) Definition of Sexual Harassment

Sexual harassment is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonably to know to be unwelcome, objectionable or offensive. The behavior may be on a one (1) time basis however minor. It is unsolicited, one-sided and/or coercive. Any employee may be the victim of sexual harassment.

Sexual harassment may involve favors or promises of favors 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 assault

b) Definition of Personal Harassment

Personal Harassment is any inappropriate behavior directed at, or considered offensive to any employee, or any inappropriate behavior that endangers any employee's job, undermines any employee's performance, or threatens the economic livelihood of any employee; any objectionable conduct, comments or displays made either on a one-time basis or on a continuous basis that demeans or belittles an employee; any inappropriate use of power and authority by a supervisor that endangers, undermines threatens interferes with or influences an employee's career but does not include the legitimate and proper exercise of supervisory responsibilities such as:

- distribution of work assignments or training opportunities
- work evaluation
- disciplinary measures taken for any valid reason; and/or
- staffing decisions

#### **4.04 Respectful Workplace**

The Union and Employer jointly affirm that every employee shall be entitled to a respectful workplace. The principle of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behaviour on the part of any person which would jeopardize another's dignity and well-being or undermine work relationships and productivity.

### **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 from 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.

The Employer shall provide a list of employee names, addresses and telephone numbers to the Local Union upon request.

## **6.02 Dues Receipt**

At the same time that Income Tax (T4) 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 their Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

## **Article 8 – Correspondence**

### **8.01 Correspondence**

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

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

### **9.01 Labour Management Meetings**

The Union and Employer jointly agree to establish a Labour Management Committee with equal representation. The committee will discuss matters affecting the parties to this Agreement that cannot be dealt with through existing Collective Agreement Committees. Meeting will be held once per fiscal year quarter or as necessary on a date to be mutually agreed and will be held during normal working hours. Minutes of each meeting will be made available to the Union within one week after meeting dates. The Union will inform the Executive

Director of items it wishes to place on the agenda and the Employer will notify the Union President on the Friday prior to the meeting. Special meetings will be held as soon as possible, if mutually agreed. No employee shall incur a reduction in their regular pay as a result of attendance at these meetings. The union will be represented at such meetings by one employee from a residential workplace and one employee from a non-residential workplace. If required, Labour Management meetings will be held in Stephenville to deal with issues affecting the parties at the Stephenville workplaces.

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

### **10.01 Union Bargaining Committee**

A Union Bargaining Committee elected or appointed to negotiate with the Employer shall consist of not more than two representatives of each program, one of which must be from the West Coast, 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 two (2) days 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 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 Union Stewards to assist any employee in preparing and presenting a grievance in accordance with the Grievance Procedure. The Union will appoint one Shop Steward at each Employer facility/site in St. John's and one Shop Steward in Stephenville.

## **12.02 Permission to Leave Work**

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

## **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 five (5) days after becoming aware of the occurrence of the grievance, submit their grievance to the Shop Steward or in their absence of their Shop Steward, another Shop Steward or local designate 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 five (5) working days following receipt of the grievance, submit their 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 their objections, or disagreement with the grievance.

### Step 3

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the Shop Steward shall, within a further five (5) working days, submit the grievance to the Board of Directors or Executive Director where applicable who shall render a decision within five (5) working 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. Should a grievance be filed against the Executive Director it will be submitted to the Board of Directors.

#### 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 a House or Program.

### **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 Arbitration Board**

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 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 their 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 Labour 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 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 Labour Relations Act.

Cost will be shared on a 50/50 basis.

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

### **14.01 Discharge Procedure**

- a) An employee who has completed their probationary period may be dismissed, but only for just cause.
- b) The dismissal of a probationary employee for reasons of unsuitability or incompetence, as assessed by the Employer, shall not be subject to the grievance or arbitration procedure except where discrimination or bad faith is alleged.

- c) When an employee is discharged, suspended or reprimanded, such employee shall be notified verbally of the reason at the time of such action and shall receive written confirmation of the reason within a further seven (7) calendar days.

#### **14.02 Discipline Procedure**

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

The Employer shall not discipline without just cause, and shall have due regard for the principles of progressive discipline. Discipline will normally follow investigation and discussion with the employee, and will normally proceed through the following steps, with the objective of resolving the matter and/or correcting the behaviour as early as possible:

Step I: Verbal Warning

Step II: Written warning or letter of reprimand

Step III: Unpaid suspension

Step IV: Discharge

It is understood that the employer may bypass steps in the above noted procedure where the employer deems such actions are warranted given the nature of the misconduct.

#### **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**

In accordance with Article 14.02, whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall within 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 their immediate designated supervisor.

#### **14.06 Adverse Report**

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

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

This Article shall apply in respect to any expression of dissatisfaction relating to their work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.

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

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

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their steward to be present at the interview. An employee shall have the right to have their steward present at any discussion with supervisory personnel where an employee feels they will need union representation.

#### **14.08 Personal Records**

- a) There shall be one (1) recognized personal file for each employee, or former employee, the location of which shall be designated by the Employer. It shall not be shared in any manner with any other employee or agency without the prior written consent of the employee concerned.
- b) An employee shall have the right at any reasonable time to have access to and review their personal file and to make copies of any material

contained in the file. The employee may be accompanied by their union representative if so desired.

- c) A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee who shall acknowledge having received such document by signing that file copy. Additional copies of such documents shall be provided to the employee upon request. Where operationally feasible, personal records shall be provided to the employee within ten (10) working days of receipt of the 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 their place of employment, it shall be with pay.

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

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

## **Article 15 – Seniority**

### **15.01 Seniority Defined**

- a) Seniority for full-time employees shall be based on the employee's date of hire.
- b) Seniority for employees other than full-time shall be based on accumulated service with the Employer and will include any time on approved leave where this Agreement specifies that seniority will accumulate. Upon promotion to a fulltime position an employee's accumulated time shall be calculated in order to establish anniversary date for the purpose of 15.01.

### **15.02 Seniority List**

- a) Once the list as defined in Article 15.01 is established, a seniority list will be posted. All employees, permanent, part-time, casual, relief and temporary, shall be included in this process. Any objections must be filed with the Employer in writing within thirty (30) days of posting. After that period, the Seniority List shall be deemed as correct.
- b) Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January and July of each year.
- c) The Employer shall also maintain a dynamic seniority list, on a bi weekly basis, for the purpose of calling in employees that do not occupy full-time positions.

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

Newly hired employees shall be on probation for the first six hundred and fifty (650) 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 they are absent from work because of sickness, disability, accident, lay-off, or leave approved by the Employer. An employee shall only lose their seniority in the event:

- a) They are discharged for just cause and is not reinstated.

- b) They resign in writing and does not withdraw within three calendar days.
- c) They fail to return to work within fifteen (15) working days following a recall and after receiving notice by registered mail to do so, unless an acceptable reason is given by the employee. The refusal of an employee to accept recall for an acceptable reason will not result in termination of seniority and will not prejudice their right to recall in the future. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.
- d) They are a relief worker and refuses a call to work on three (3) consecutive occasions to a position on the same pay range, or a higher pay range if the employee is qualified, without providing an acceptable reason. Employment with another organization shall be considered to be an acceptable reason. A relief employee who has been moved to the bottom of the relief list in accordance with Clause 17.04 (e) shall lose their seniority if they refuse a call to work on three (3) further consecutive shifts
- e) They are laid off for a period in excess of twenty-four (24) consecutive months.
- f) They are absent from work for five (5) consecutive days without notifying the Employer, except where such notification was not reasonably possible.

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

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of six (6) months. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

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

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

### **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 all Bulletin Boards in each workplace for a minimum of ten (10) calendar days so that all members will know about the vacancy or new position. Internal Bargaining Unit postings shall include the most recent Job Description that has been rated by the Joint Job Evaluation Committee. The Employer shall put all internal job postings on the John Howard Society website.

### **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", subject to a deemed exemption by program standards or requirements.

### **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. They shall be given a trial period of three (3) 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 three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

#### **16.06 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 their application. Such employee will be given an opportunity to qualify within a reasonable length of time not exceeding three (3) months, or any other period of time mutually agreed to, and to revert to their former position if the required qualifications are not met within such time.

#### **16.07 Disabled and Older Worker Provisions**

##### **a) Disabled Worker**

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

b) **Employees in Advancing Years**

An employee who through advancing years is deemed medically unfit to perform her regular duties may be employed in some other work which they 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 them on a temporary basis.

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

**16.08 On the Job Training**

- a) According to the John Howard Society 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.

Training Courses

- c) The Employer agrees to bulletin all courses or training opportunities which are necessary and/or desirable to assist employees in upgrading their job-related skills. The bulletin will contain the name and date of the course and where further information can be obtained. The parties agree that priority for participation in training courses shall be established in accordance with the relevance of the training course to an employee's position and other operational considerations.
- d) Subject to John Howard finances and practical considerations:
  - i) employees may request and be approved to participate in training that may be required for a position other than the employees

current position in order to qualify for a position in the event of a vacancy occurring.

- ii) employees may request and be approved to participate in employer approved employment related courses and subject to operational requirements will be reimbursed up to 50 % of the cost upon successful completion of the course or ½ day per week allotted for course attendance. In the event that the course is not successfully completed any time off shall be deducted from the employee's vacation accrual.

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

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

### **16.10 Orientation**

The Employer will endeavour to provide an adequate period of orientation for all employees appointed to a new position.

### **16.11 Temporary Appointment Within the Bargaining Unit**

- a) A permanent employee who is temporarily appointed to fill a temporary position or backfill a permanent position as a result of a competition held in accordance with Article 16 shall retain their permanent status.
- b) Should a permanent employee be temporarily appointed to and occupy a temporary/permanent position for a period less than twenty-four (24) consecutive months, they shall return to the position held prior to the temporary appointment, if it is still available, either at the conclusion of the period of temporary appointment or upon twenty (20) working days notice from the Employer, whichever is the earlier.
- c) Should a permanent employee occupy the temporary/permanent position for a period greater than twenty-four (24) consecutive months, they shall forfeit all rights to their former permanent position.
- d) An employee, within the first twenty-four (24) months of a temporary appointment, may terminate the temporary appointment and return to their permanent position by giving twenty-five (25) working days notice.

- e) If an employee completes a temporary appointment and return to their former position, the employee backfilling their permanent position shall be laid off, or if possible, returned to their former position.
- f) A permanent employee appointed to a temporary position shall retain their permanent status for purposes of lay-off and bumping.

## **Article 17 – Layoffs and Recalls**

### **17.01 Definition of Lay-Off**

A lay-off 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) Permanent Employees**

In the event of a lay-off, permanent employees shall be laid off in the reverse order of their seniority in the classification and program affected. A permanent employee about to be laid off may bump any employee in accordance with the procedure prescribed in 17.03(e) provided the employee exercising the right is qualified and able to perform the work of the employee being bumped.

#### **b) Temporary Employees**

In the event of a lay-off of a temporary employee, the lay-off shall be done in accordance with Clause 17.06. Temporary employees who have in excess of eighteen (18) months accumulated seniority shall be entitled to bump the least senior temporary employees within a classification provided:

- i) there are at least three (3) months remaining on the term of employment of the employee to be bumped as of the date of the lay-off or notice of lay-off, whichever is earlier, and
- ii) the employee exercising the right is qualified and able to perform the work of the employee being bumped.

### 17.03 Bumping Procedure

a) Time Limits

The employee, upon receipt of notice of lay-off in writing, must exercise their bumping rights by indicating their intentions to the Employer in writing within one (1) week of receiving the notice of lay-off. Temporary employees hired for a specific period must submit their intention to bump in writing at least one week before their lay-off date.

b) Deemed to Accept Lay-off

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

c) Effective Date

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

d) Upward Bumping

Employees exercising their bumping rights cannot bump upwards.

e) Bumping Procedure

- i) A permanent employee who has been laid off shall be entitled to bump the least senior permanent employee within their location and classification provided that they are qualified and able to perform the work of the employee being bumped.
- ii) A permanent employee can only exercise an option to bump outside their location when 1) there are no employees in an equivalent classification with less seniority in their location and 2) the employee chooses not to bump into a lower classification within their location.
- iii) A permanent employee who is unable to exercise their bumping rights within their location shall be entitled to bump the least senior permanent employee in another location, program and equivalent or lower classification provided they are qualified and able to perform the work of the employee being bumped.

- iv) A permanent employee may bump the least senior permanent employee before having to bump the least senior temporary employee provided they are qualified and able to perform the work of the employee being bumped. Similarly, a full time permanent employee may bump the least senior full time employee before having to bump the least senior part-time employee.
- f) An employee that has exercised their right to bump into a lower classification or part-time position shall be eligible for recall as if they had accepted a layoff.

For the purpose of this Article location shall be defined as a geographic region in the province of Newfoundland and Labrador (currently St. John's and Stephenville).

#### **17.04 Recall Procedure**

- a) **Recall of Employees**

Permanent employees shall be recalled in order of their seniority provided they are qualified to perform the work required. An employee shall not be recalled to a classification that is higher than any classification previously held by that employee.

- b) **Call-in of Relief Workers**

Employees and relief workers shall be called-in for 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 eight (8) 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 twenty-four (24) months.

- c) **New-Employees that have accepted relief work as a result of a layoff shall maintain their permanent or temporary status for a period of twenty-four (24) months from the effective date of layoff from their temporary or permanent position.**

- d) **Temporary employees are not eligible to be recalled to a permanent position. Temporary employees may only be recalled to a temporary position, only after all laid off permanent employees have been given the opportunity for recall. If a temporary employee accepts a recall to a temporary position they no longer eligible for recall to other temporary positions while holding that temporary position.**

- e) An employee, who fails to accept a call for relief for seven (7) shifts, as per availability within three (3) months, without providing an acceptable reason, shall be moved to the bottom of the relief list for a period of three (3) months. After this three (3) month period, the employee's placement on the relief list will be based on their total hours as per Article 15.

#### **17.05 No New Employees**

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

#### **17.06 Advance Notice of Lay-Off**

- a) Except in the case of dismissal for just cause, thirty (30) calendar days notice, in writing, shall be given to permanent employees who are to be terminated or laid off and all other employees shall receive two (2) weeks notice. 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 (in writing).

#### **17.07 Grievance on Lay-Offs and Recalls**

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

#### **17.08 Continuation of Benefits**

In the event of a lay-off, 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 of Lay-Off**

Any employee who may have their hours changed because of the lay-off procedure as per the provisions of this Article shall have the option of taking the change in hours or going on lay-off.

Any employee who has their hours of work reduced may exercise their 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.

### **Article 18 – Hours of Work**

#### **18.01 Hours of Work**

- a) Working Schedule
  - i) The working schedule for each employee showing the shifts and days off work shall be posted in an appropriate place at least two (2) weeks in advance.
  - ii) When an employee's days off are changed without having been given at least forty-eight (48) hours prior notice of having to work on their day(s) off, he shall be paid double (2x) their 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 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 of rest shall be compensated at time and one half (1½) for all hours worked.

- v) Part-time employees shall not be scheduled by the Employer for less than three (3) hours in any shift.

**b) Days Off**

- i) Subject to scheduling requirements, days off shall be allocated at the rate of the minimum of two (2) consecutive days off except where mutually agreed between the employee and the Director.
- 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.

**c) Change of Shift**

When an employee's regularly scheduled shift is changed to another shift in that day, they shall be given prior notice as follows:

- i) twenty-four (24) hours' notice before the originally scheduled shift, if the rescheduled shift occurs after the originally scheduled shift;
- ii) twenty-four (24) hours' notice before the rescheduled shift if the rescheduled shift occurs before the originally scheduled shift.
- iii) Should the required notice not be given in accordance with this Article, the employee shall be paid at the rate of time and one-half (1½) their regular hourly rate for the shift worked.
- iv) In cases where the employee's regularly scheduled shift is changed, it is the responsibility of the Employer to notify the employee affected by the change before he reports to work.

**d) 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.

e) **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.

f) **Split Shifts**

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

g) **Twelve (12) Hour Shifts**

On an experimental basis and without committing either party to a permanent change in the existing hours of work, the parties may jointly agree to establish a schedule providing for a compressed work week.

**18.02 Hours of Work – Non-Shift Workers**

- a) The hours of work for non-shift workers shall be scheduled within 8 a.m. - 8 pm Monday to Thursday. The hours of work on Fridays shall be between 8 a.m. and 4:30 p.m.
- b) When a non-shift worker is required to work outside the hours in (a) above, the employee will be compensated as per Article 19. However, when the employer deems it necessary to schedule an employee to perform program facilitation during evenings or weekends then 18.02 (c) below will apply.

Program Facilitation Work – Non-shift Workers

- c) Where a non-shift worker is required to perform program facilitation work on weekends, then compensation shall be in the form of time and one half to be taken as time off in lieu.

Where a non-shift worker is required to perform program facilitation work outside the normal hours of work in the evenings, then such work shall be scheduled in accordance with Clause 18.01 (a)(i). All time spent working in evenings shall be compensated at time and one half in the form of time off in lieu.

## **Article 19 – Overtime**

### **19.01 Overtime**

Subject to the provisions of Article 18, all time worked by an employee in excess of the scheduled daily shifts or scheduled bi-weekly shifts shall be paid at the rate of time and one-half (1.5) 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 they 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 they have left their place of work shall be paid a minimum of three (3) hours at the overtime rate, provided the work is not contiguous to scheduled working hours.
- b) An employee who is called back to work and completes the work assigned in less than the three (3) hour minimum, but is subsequently recalled within the three (3) hour minimum, only receives the benefit of the three (3) hour minimum once. However, should the total time on one or more calls exceed the three (3) hour minimum, the employee will be compensated for the actual time worked at the normal overtime rate.
- c) A relief worker who is called to work shall receive a minimum of three (3) hours pay at regular rates for the particular classification for which they have been called. All time worked by a relief worker in excess of twelve (12) continuous hours or in excess of full-time bi-weekly hours 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 Shift Differential**

- a) A shift differential shall be paid for each hour the employee works, between 4 p.m. of one day and 8 a.m. of the following day. The shift differential rate shall be one-dollar (\$1.00) per hour effective on date of ratification.

#### Saturday and Sunday Differential

- b) A Saturday and Sunday differential shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday. The shift differential rate shall be one-dollar (\$1.00) per hour effective on date of ratification. If an employee qualifies for both differentials, they 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 Paid Holidays**

- a) The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday
St. Patrick's Day	Labour Day
Good Friday	Day of Truth and Reconciliation
St. George's Day	Thanksgiving Day
Victoria Day	Armistice Day
June Holiday	Christmas Day
Canada Day	Boxing Day
Orangeman's Day	

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

- b) Residential staff shall be entitled to an additional six (6) days Annual Leave in lieu of the Paid Holidays listed below:

1. St. Patrick's Day
2. St. George's Day
3. Victoria Day
4. June Holiday
5. Orangemen's Day
6. Day of Truth and Reconciliation

#### **21.02 Pay for Regular Schedule 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) Where a paid holiday falls on an employee's scheduled day of rest, the employee shall receive another day off at a time mutually agreed upon.
- c) Relief Workers shall be paid at the rate of double time and one-half for each hour worked on a paid holiday other than those listed in 21.01 (b) but will not get another day off in lieu of pay.

#### **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 the supervisor. Unless mutually agreed between the employee and the supervisor, the Employer will endeavour not to schedule an employee to work two (2) consecutive Christmas or New Year's Days.

#### **21.04 Banking of Holidays**

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

## **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:

one to five years	15 days per year
six to seven years	20 days per year
eight years	21 days per year
nine years	22 days per year
ten years	23 days per year
eleven years	24 days per year
twelve to fourteen years	25 days per year
fifteen years	30 days per year

- b) Relief workers shall not be entitled to take earned annual vacation but shall receive their accumulated vacation pay at the rate of six (6) percent each pay period.

### **22.02 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.

### **22.03 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.

### **22.04 Banking Vacation Hours**

- a) An employee may carry forward to a subsequent year a maximum of ten (10) days annual leave.
- b) An employee may carry forward to a subsequent year a maximum of ten (10) days' Time Off In Lieu (TOIL).

## **22.05 Vacation Schedules**

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

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

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

## **22.07 Overtime Vacation Rule**

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

# **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. Both parties recognize that the recovery and care of mental health is covered under this article.

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

An employee is eligible to accumulate sick leave with full pay at the rate of one and one quarter (1.25) days for each month of service to a maximum accumulation of one hundred twenty (120) days.

## **23.03 Deductions from Sick Leave**

Absence on account of illness for less than a shift shall be deducted on a hour for hour basis.

#### **23.04 Proof of Illness**

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) uncertified days in the aggregate in a calendar year. The medical certificate shall be signed by the attending physician and shall indicate the period of illness. Upon submission of a receipt, employees shall be reimbursed for any fees associated with the provision of a medical certificate including fees applicable to the completion of a Functional Assessment Form.

Where the pattern of usage could be construed as abuse, the employer reserves the right to investigate, and the employee will be required to provide information as to the reasons for absence.

#### **23.05 Sick Leave During Leave of Absence and Lay-Off**

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

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

- a) An employee who has exhausted their sick leave credits may, if still unfit to return to work, proceed on annual leave and if not eligible for annual leave, on special unpaid leave to a maximum of one (1) consecutive year. Medical certificates shall be submitted as requested by the Employer.
- b) An employee may anticipate sick leave to the end of the period of their authorized employment or to their anniversary date, or to a maximum of ten (10) days, whichever is shorter.

An employee is deemed to have had a month of service for purposes of sick leave accumulation if they have worked in excess of ten (10) days in the month.

If an employee who has been granted advance sick leave credit ceases to be an employee before they have earned the credit advance, a pro-rated deduction shall be made from their salary.

#### **23.07 Sick Leave Records**

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

### **23.08 Part-Time Workers Sick Leave**

Part-time 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 fifteen (15) days annually in odd numbered years and ten (10) days annually in even numbered years for the purpose of attending official union functions. Unused days for Union functions can be carried over from year to year but shall not exceed twenty (20) days at any time.

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

The Employer shall grant, on written request, leave of absence without pay for periods of up to one (1) year, for an employee selected for a full-time position with the Union, without loss of accrued benefits. The period of leave 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, or as determined by the employee's immediate supervisor, one (1) day.

- c) If the death of a relative referred to in Clause 24.03 (a) occurs outside the Province, or 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 (1) day's leave shall be granted without loss of salary, wages or benefits to attend as a pallbearer.

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

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

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

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;
  - iv) before the House of Assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it;  
or
  - v) 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 their 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;
  - ii) attend to the needs related to the birth of the employee's child;
  - iii) attend to the needs of a dependent family member on a dental or medical appointment;
  - iv) attend to the needs related to the adoption of a child;
  - vi) attend to the needs related to home or family emergencies;
  - vii) attend meetings with school authorities;

shall be awarded up to three (3) days (not to exceed 22.5 hours) paid family leave in any calendar year.

- b) In order to qualify for family leave, the employee shall:
  - i) provide as much notice to the Employer as is reasonably possible;
  - ii) provide to the Employer valid reasons why such leave is required; and
  - iii) where appropriate and in particular with respect to (iii), (iv) and (v) of 24.08(a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
- c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave.

- d) A relief worker shall only be granted family leave if they report to work following a recall and subsequently qualifies for family leave during that period for which they were recalled.

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

- a)
  - i) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Clause.
  - ii) An employee is entitled to a maximum of seventy-eight (78) weeks leave under this Clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- b)
  - i) An employee may return to duty after giving the Employer two (2) weeks' notice of their intention to do so.
  - ii) The employee shall resume their former position and salary upon return from leave, with no loss of accrued benefits.
- c)
  - i) Periods of leave up to seventy-eight (78) weeks shall count for seniority purposes, annual leave, sick leave and severance pay.
  - iii) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of seventy-eight (78) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- d) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.

#### **24.10 General Leave**

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

#### **24.11 Unpaid Leave/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 one (1) day at a time. All employees shall be afforded a minimum of one (1) day unpaid leave to work as a volunteer with another organization.

- b) Upon written request, a permanent employee who has completed five (5) years of service shall be granted unpaid leave for a minimum of six (6) months 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 five (5) years of service with the understanding that no employee can have more than twenty-four (24) 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. An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside a bargaining unit. An employee who wishes to return prior to the approved term of their leave shall provide the employer with at least three (3) weeks notice of their desire to return.

#### **24.12 Domestic Violence Leave**

The parties acknowledge that when domestic violence occurs, it is a significant social problem that can affect the health and wellbeing of employees and their families.

When employees experience violence or abuse in their personal lives, it may affect their attendance or performance at work.

- a) Domestic Violence Leave occurs when an Employee, the Employee's dependent child or a protected adult who lives with the Employee is subjected to any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person; any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person; conduct that reasonably, and in all circumstances, constitutes psychological or emotional abuse; forced confinement; sexual contact of any kind that is coerced by force, threat of force or stalking.
- b) An Employee who is the victim of domestic violence is entitled to:
  - i) Paid Domestic Violence Leave of up to three (3) days in a calendar year.
  - ii) Unpaid leave issued in accordance with Article 24.11 of the collective agreement.

- c) The Employee may take Domestic Violence Leave for one or more of the following purposes:
  - i) to seek medical attention for the Employee or the Employee's dependent child or a protected adult in respect of the physical or psychological injury or disability caused by the domestic violence.
  - ii) to obtain services from a victims' services organization.
  - iii) to obtain psychological or other professional counselling for the Employee or the Employee's dependent child or a protected adult.
  - iv) to relocate temporarily or permanently.
  - v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.
- d) Before taking Domestic Violence Leave, the Employee must give the Employer as much notice as reasonable and practicable in the circumstances.
- e) The Employer acknowledges the sensitive and confidential nature of accessing this leave and will take steps to ensure the confidentiality of the Employee.
- f) An employee who wishes to take a leave of absence under this Article shall be required to provide the employer with reasonable verification of the necessity of the leave in accordance with 24.12 c).

## **Article 25 – Payment of Wages**

### **25.01 Pay Days**

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

### **25.02 Rate of Pay on Temporary Assignment**

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

### **25.03 Pay on Transfer, 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 Travel on the Employer's Business**

- a) If an employee is required to travel on the Employer's business then the employee shall be compensated for their transportation subject to clause 24.06 (a), and lodging shall be paid by the Employer upon presentation of suitable receipts. An employee who avails of private accommodations shall be compensated at the appropriate Provincial Government rates.
- b) Payment for the use of private vehicles on the Employer's business shall be limited to the kilometre rate specified herein. The Employer assumes no liability for damage or other expenses arising as a result of the use of private vehicles.
- c) If an employee is required to travel on the Employer's business then they shall be compensated for their transportation subject to clause 24.06 (a), and their lodging shall be paid by the Employer upon presentation of suitable receipts. An employee who avails of private accommodations shall be compensated at the appropriate Provincial Government rates.
- d) The Per Diem meal rate shall be in accordance with current Provincial Government rates.
- e) An employee shall be entitled to one personal telephone call, of not longer than five (5) minutes duration, for each night of overnight travel.
- f) An employee is entitled to claim an incidental expense for each night on overnight travel status of five dollars (\$5) per night.

If the Government increases the Kilometre or meal rate, the rate will be increased for employees covered by this agreement.

### **25.05 On Call/Standby Provisions**

Any employee required to perform standby duty shall be compensated at the rate of two-dollars (\$2.00) for each hour of Standby duty effective date of ratification.

When an employee does report to work when called, they shall be compensated for transportation costs at the applicable mileage rate to a maximum of ten dollars (\$10.00).

## **25.06 T4's**

The Employer will make every reasonable effort to have T4's issued by February 15<sup>th</sup> each year.

## **Article 26 – Classification**

### **26.01 Job Descriptions**

The Joint Job Evaluation Committee (JJEC) shall follow Terms of Reference that have been agreed upon by the Employer and the Union.

### **26.02 New Classifications**

When a classification not in Schedule "A" or Schedule "B" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the employer and the union. If the parties are unable to agree on the rate of pay of the new position, such dispute may be submitted to grievance and arbitration.

## **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 endeavor 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 Workers' Compensation Act.
- b) 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 Worker's Compensation Act.

- c) Where an employee is awaiting a decision on a worker's compensation claim, the employee shall be paid an amount of money equal to the estimated earnings to be received from WHSCC, less applicable deductions, but shall authorize the Employer to receive the funds from WHSCC. Should the WHSCC claim be denied, the Employer shall recover the monies paid out, through deductions from the employee's sick bank. In the event this bank has been depleted, the Employer may recover this amount through any outstanding payment or future payments due to the employee.

## **Article 28 – Health and Safety**

### **28.01 Cooperation on Safety**

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

### **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 their regular rate of pay, without deduction from sick

leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

#### **28.05 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.

#### **28.06 Mandate**

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

#### **28.07 Vaccinations**

Vaccinations and testing for communicable diseases or parasitic infections that employees may reasonably be exposed to in the workplace, and are not covered under the Provincial Medicare Plan, shall be provided by the Employer.

#### **28.08 Working Alone**

- a) All staff are required to carry a personal safety device when working alone. Staff also are required to abide by all personnel policies and to act in accordance with all Occupational Health and Safety standards.
- b) No non-residential employee shall be required to work alone except those employees that are required to meet with clients at a location outside the workplace. In these situations, the Employer will develop protocols to ensure the security of the employee.
- c) In the event the number of residents at WBH and/or Howard House is thirteen (13) or more the employer will endeavor to have at least two (2) staff members during the hours of 9:30 p.m. – 12:30 a.m., provided staff is available.

### **Article 29 – Personal Loss**

#### **29.01 Personal Loss**

- a) Where an employee in the performance of their duty suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered, subject to a maximum of four-hundred dollars (\$400).

- 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 Director or their designated representative.
- c) This provision shall only apply in respect of personal effects which the employee would reasonably have in their possession during the performance of their duty.

## **Article 30 – General Conditions**

### **30.01 Meal Provisions**

Any employee working in a residential facility that is not permitted to leave the facility for a mid-shift meal shall be provided a meal and be encouraged to interact with residents during such meal.

### **30.02 Adverse Weathers Condition**

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

- a) All employees are required to report for duty as scheduled.
- b) When an employee through no fault of their own is unable to report for work because of a declared state of emergency, such employee shall suffer no loss of pay or other benefits, nor shall they be required to make up, in any way, for time lost due to not reporting for work.
- c) 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.
- d) An employee who worked during the emergency will be paid at the rate of time and one-half (1½) for all hours worked.
- e) When an employee through no fault of their own is unable to report for work due to adverse weather conditions other than those referred to in (ii) above, they shall be allowed the opportunity to proceed on annual leave or time owed provided they have such leave or time to their credit. In the event an employee has no leave to their credit, then they can borrow annual leave from next year's leave.

### **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 Employees Working Less than Full-Time**

- a) **Benefit Entitlements**  
Part-time employees 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 Meeting – Residential Facilities**

- a) **Program Meetings - Meetings held for the purpose of discussing programs for residents, health concerns and other matters relating to the custody and/or well-being of residents.**
- b) **When program meetings are scheduled outside an employee's normal shift and the attendance of staff is declared mandatory by the Employer, then time spent in such meetings shall be considered as time worked and shall be paid in accordance with Article 19, if applicable. In addition, the Employer agrees to provide at least one (1) week's notice to employees of such meetings. In the event that such notice is not given, the employee will be paid in accordance with Clause 19.06. The provisions of Clause 18.01(a)(iv) shall not apply to time spent in program meetings.**

### **30.06 Whistle Blower Protection**

No employee shall be dismissed, disciplined, penalized or intimidated as a result of reporting illegal violations by the Employer, providing the Employer is notified of the alleged violation first.

### **30.07 Criminal or Legal Liability**

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

### **30.08 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.

### **30.09 Exit Interviews**

Where the Employer deems it appropriate to conduct an exit interview, the Employer will advise the union that such an interview is being conducted and will advise the employee that they may have a union representative present, if the employee so desires. The out-going employee may request for the employer to conduct an exit interview however, it is at the Employer's discretion whether such interview is appropriate.

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

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

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this agreement, unless modified by mutual agreement between the Employer and the Union.

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

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

### **31.03 Portability of Service Credits**

Employees accepted for employment within thirty (30) days of the resignation from Loretta Bartlett Home for Youth or Canada Drive home for Youth, shall have their years of service recognized for the purpose of vacation entitlement. Seniority for such employees is not portable.

## **Article 32 – Copes 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 their rights and obligations under it. For this reason, employees shall be provided with one copy to each current employee and future employees plus twenty (20) copies for the Union during the life of the contract. The Employer shall pay the full cost of printing and will invoice the Union one year from the signing of this Agreement for 50% of the cost. All extra copies to be provided at cost. The Employer will endeavor to print and distribute copies to employees within thirty (30) days of the signing of this agreement.

## **Article 33 – General**

### **33.01 Plural or Feminine Terms May Apply**

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

## **Article 34 – Legislation and Collective Agreements**

### **34.01 Notice to Re-Open Negotiation**

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 March 31st, 2026.

## Salary Implementation Schedule

### Schedule A

Band	Current	April 1, 2022	April 1, 2023	April 1, 2024	April 1, 2025
Band 1: Administrative Assistant	\$19.02	\$19.02	\$20.11	\$20.77	\$21.44
Band 2: Residential Worker Administrative Assistant (Residential) Accounting Administrator	\$19.67	\$19.67	\$20.78	\$21.45	\$22.13

### Schedule B

Band	Current	April 1, 2022	April 1, 2023	April 1, 2024	April 1, 2025
Band 1	\$29.15	\$29.15	\$30.02	\$30.62	\$31.24
Band 2: Employment Practitioner Housing Support Worker	\$29.90	\$29.90	\$30.80	\$31.41	\$32.04
Band 3: Program Facilitator	\$30.63	\$30.63	\$31.55	\$32.18	\$32.82
Band 4 Housing Focused Case Manager Intensive Case Manager	\$31.39	\$31.39	\$32.33	\$32.98	\$33.64
Band 5	\$32.16	\$32.16	\$33.12	\$33.76	\$34.46
Band 6: Counsellor (Residential) Program Coordinator	\$32.90	\$32.90	\$33.89	\$34.56	\$35.26
Band 7 Mental Health & Addictions Counsellor Program Coordinator, Clinical	\$33.65	\$33.65	\$34.66	\$35.35	\$36.06

Signing bonus for all staff as of date of signing, to be paid on April 14, 2023 as follows:

\$2000 per fulltime permanent employee. Temporary, part-time permanent, part-time and relief employees will be prorated according to their hours worked for the period of one (1) year prior to signing. Minimum payment of \$300.

## **Schedule C**

List of positions excluded from the Bargaining Unit:

Executive Director	Program Director – CBIP
Regional Director	Program Director – Next Steps
Director of Finance	Program Director – LRP
House Director – West Bridge House	Administrative Coordinator
House Director – Howard House	

## **Schedule D**

### **Employee Benefits**

#### **Pension Plan**

The Society provides a group Registered Retirement Savings Program. The employee contributes a percentage of their gross earnings to the pension plan with the Society matching this amount. Employees are eligible to join once beginning permanent employment with the Society (permanent as described in 3.2, or earlier if confirmed as permanent by the Executive Director). Eligibility is not to be earlier than the first day following the employee completing 6 months of continuous employment for the employer. This is provided they work at least 20 hours per week on a regular basis.

Pension information is made available to all employees.

#### **Health Plan**

The Society will provide a health and dental plan cost-shared between the Society and the employees.

Copies of the health plan booklet will be made available to all employees when they are hired. Employees are eligible to join if they have been hired for a term of one year or more, or if they are hired in a permanent position. Employees eligible to join are subject to a three-month waiting period.

All employees are required to be covered by long-term disability, life, accident and dependant life insurance.

#### **Long Term Disability**

The John Howard Society through its various programs, will continue to pay one-half of the health premium for a disabled employee who is receiving long-term group disability benefits. The Society will pay its share of premiums for six months for each year of service up to a maximum of 30 months.

## **Memorandum of Understanding**

### **Family Services**

Family Service visits will be conducted in accordance with the contract with Correctional Service of Canada. It is recognized by both parties that additional hours will be required to fulfill the contract. These total hours will be averaged over the year, included in the hours of work for the residential staff who is designated to perform the additional duties and these hours will be deducted from weekly hours or, granted as time off in lieu as per mutual agreement between the employee and supervisor. It will be incumbent on the employee and their supervisor to track additional hours to ensure appropriate compensation.

## **Memorandum of Understanding**

### **Travel Rates**

Where a contract with the Federal Government specifically provides for the payment of travel expenses at Federal Government rates, then the employee(s) performing the work of that contract shall be paid travel expenses at such rates.

## **Memorandum of Understanding**

### **Employees Ineligible for Group Insurance**

The Employer agrees that employees that are not eligible to enroll in the Employer's Group Insurance Program will be provided with access to professional counselling services if required as a result of workplace matters/events that would affect the employee's personal well-being and/or work performance.

## **Memorandum of Understanding**

### **Casual Call Ins**

- a) Employment with another organization shall be considered to be an acceptable reason. If the relief shift offered is within eight (8) hours of next scheduled shift with an alternate employer.
- b) Child care will be deemed an acceptable reason provided there is limited opportunity to arrange for child care for the date and time of the shift. For the purposes of this agreement this shall be a shift offered within the following seventy-two (72) hours.

- c) School commitments will be deemed an acceptable reason to refuse shifts if the shift conflicts with scheduled class time, group work time or within twenty-four (24) hours of a test/ exam. The onus will be on the employee to provide proof of the same if requested by the employer.
  - d) A call for a shift will be deemed to be refused if an employee fails to respond within four (4) hours of the request having been made. The employer will identify in a message, where able to do so, the reason for the call.
  - e) An employee who has not completed their probationary period can be terminated where it is deemed, they have refused seven (7) shifts as per provided availability. This employee will be considered unsuitable for the position due to inability to accept shifts.
  - f) Relief workers will be expected to be available to work and accept a shift either Christmas Eve/ Day or New Year's Eve/ Day as required. In the event that the shift is not voluntarily filled, reverse seniority will dictate the filling of these shifts to meet operational needs.
  - g) Relief workers who will be unavailable for an extended time, will provide as much notice as possible to the employer and seek approval for this absence. This request will not be unreasonably denied.
  - h) Relief staff will be expected to be available for a minimum of three (3) shifts per week comprised of several shifts in all categories for the period of requested availability.
1. Any articles of the Collective Agreement not specifically mentioned in this memorandum will prevail.
  2. The Parties may meet at any time to discuss the process and procedures. Any alterations or changes must be done in writing and signed by both parties after having been given an opportunity for consideration.
  3. The memorandum will remain in effect until:
    - a. Notice to discontinue has been provided by either party to the other in writing with not less than thirty (30) days notice being given.

OR

- b. The signing of a new Collective Agreement

## Signing Page

Signed on this 17<sup>th</sup> day of March 2023 in the province of Newfoundland and Labrador.

Signed on behalf of the Canadian Union of Public Employees Local 4864:

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Blake Hynes  
Local 4864

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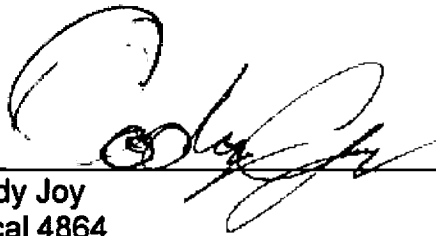
Julia Snook  
Local 4864

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Jessica Slade  
Local 4864

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Cody Joy  
Local 4864



Signed on behalf of the John Howard Society of Newfoundland and Labrador Inc.:

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Cindy Murphy  
Executive Director

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Joan Dawson  
President

---

Glenn Trask  
Chief Negotiator, JHS

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Joanne Symonds  
Negotiating Team, JHS

---

Melissa Noseworthy  
Negotiating Team, JHS