

COLLECTIVE AGREEMENT

BETWEEN



**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5478**

AND

The Gathering Place

April 1, 2025 to March 31, 2028

:KT/cope491

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LAND ACKNOWLEDGEMENT

We respectfully acknowledge the province of Newfoundland and Labrador as the ancestral homelands of many diverse populations of Indigenous peoples including the Beothuk, who have contributed to thousands of years of history on the island of Newfoundland. Today, this province is home to diverse populations of Indigenous and other peoples. We acknowledge with respect the diverse histories and cultures of the Beothuk, Mi'kmaq, Innu, and Inuit. We honor this beautiful land together as we strive for collective healing and true reconciliation

ARTICLE 1 – PREAMBLE

1.01 Preamble

It is the purpose of both parties to this Agreement:

- a) to maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- c) to encourage efficiency in operation;
- d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union;
- e) both parties agree to act in a fair and reasonable manner.

1.02 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

Now, therefore, the parties agree as follows:

ARTICLE 2 – DEFINITIONS

2.01 Definitions

- a) “Employee” is any person employed by the Employer in the bargaining unit.
- b) “Probationary Employee” is an employee who has not successfully completed the requirements of the probationary period pursuant to Article 21.
- c) “Full-Time Employee” is an employee occupying a position who has successfully completed the probationary period and who works a full-time work schedule.
- d) “Part-Time Employee” is an employee occupying a position who has successfully completed the probationary period and who regularly works less than the normal work week of the full-time employee.
- e) “Union” is the Canadian Union of Public Employees, Local 5478.
- f) “Relief Employee” is an employee who does not have regularly scheduled shifts and who typically reports to work on a call-in basis.

- g) "Temporary Employee" means a person who is employed for a specific period, or for the purpose of performing specific work, and who may be laid off at the end of such period or following completion of such work.
- h) "Holiday" means the twenty-four (24) hour period commencing at 12:00 a.m. of a calendar day designated as a holiday in this Agreement.
- i) "Service" means a calendar year, either before or after, the signing of this Agreement, in which an employee is in receipt of wages or salary in respect to the prescribed number of working hours in each working year. It shall include periods of special leave without pay not exceeding 173 (2080/12) working hours in the aggregate in any year, unless specified otherwise in this agreement.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees employed at The Gathering Place Incorporated, save and except the Director of Human Resources & Operations, Director of Guest Support & Empowerment, Manager of Clinical and Community Services, Manager of Fund Development and Partnership, Associate Executive Director, Executive Director, Facilities Supervisor, Shelter Supervisor, Office Coordinator, Human Resources Coordinator, and the Guest Support Supervisor.

3.02 Work of the Bargaining Unit

Employees not covered by the terms of this Agreement will not perform duties normally assigned to the employees within the bargaining unit except for the purpose of instruction and emergencies.

Both parties recognize and value the important contributions of volunteers at The Gathering Place. Volunteers will not be considered in the staffing complement for scheduling nor result in a reduction of the number of bargaining unit employees or any hours of work.

3.03 No Contracting Out

The Employer will not contract out bargaining unit work, unless in cases of emergency.

3.04 No Other Agreements

No employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement. No individual employee or group of employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

3.05 Employee Contact Information

The Employer will provide to the Union a list of all the employees in the Bargaining Unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, relief), and if the employee is on a leave of absence, the nature of the leave. The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the executive on a quarterly basis.

3.06 Union Orientation

a) New Employees

A representative of the Union shall be given the opportunity to meet with new employees for a maximum of 45 minutes. These monthly orientation sessions shall be held during regular working hours without loss of pay, within the first four (4) weeks of employment, provided that such time off does not interfere with the operations and does not require staff replacement. The meetings shall be scheduled in advance and may be arranged by the Employer at a mutually agreeable time.

b) Notification of New Hires

The Employer shall include a union-prepared form with the employees onboarding paperwork and shall forward this to the Recording Secretary upon hire.

3.07 Access to Worksite

A representative designated by the Union shall, with permission from the Director of Human Resources or designate, be given access to worksites to meet with bargaining unit employees during their meal and other scheduled breaks. Meetings shall also be permitted outside working hours. Such requests shall not be unreasonably denied.

3.08 Right of Fair Representation

The Union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall, with permission, have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement. Such requests shall not be unreasonably denied.

3.09 Bulletin Boards and Union Office

The Employer will provide one (1) union bulletin board per facility in a location determined by the Union. The bulletin board will be used solely for postings by the Union. The board will have a glass or other locking cover and the Union will have the key.

The Employer agrees to provide a union office where the local can store and maintain their files and facilitate union meetings and business. This office shall be accessible to the executive inside and outside working hours. This shall be a locked office with a cabinet and a high expectation of privacy and confidentiality.

3.10 Copies of Agreement

The Employer agrees to post the Collective Agreement on HRIS and sufficient copies of the Collective Agreement shall be printed at a 50/50 cost-share between the Employer and the Union within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement.

ARTICLE 4 – NO HARRASMENT OR DISCRIMINATION

4.01 No Discrimination

The Employer, Union and employees agree that all employees are entitled to a workplace in which no discrimination is exercised or practiced by reason of any of the prohibited grounds lists in the *Newfoundland and Labrador Human Rights Act* or by membership or activity in the Union.

4.02 Harassment

Both the Employer and the Union are committed to maintaining an environment in which harassment is prevented, and allegations of harassment are responded to appropriately. The Employer agrees to investigate alleged occurrences in a timely manner. If the investigation determines that harassment did occur, the Employer

shall take appropriate action to ensure that such harassment ceases, and the recipient of harassment is protected from potential repercussions from making a complaint. The Employer shall ensure that the person investigating the allegation of harassment is qualified and appropriate given the circumstances and severity of the accusation.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 Management Rights

The Union acknowledges and agrees that, except as specifically restricted by this Agreement, the Employer shall have the exclusive right to plan, operate, and manage its operation and affairs including, but not limited to, the right to:

- a) manage and direct its workforce in a safe, efficient and productive manner;
- b) hire, layoff, recall, transfer within the bargaining unit, promote, evaluate, or classify employees, in accordance with the collective agreement;
- c) discipline, suspend or terminate the employment of any employee in accordance with the collective agreement;
- d) make, enforce, and alter, at any time, policies and procedures to be observed by the employees, provided that the policies and procedures are reasonable and do not conflict with the provisions of the collective agreement;
- e) mentor, assist, and support employees.

ARTICLE 6 – NO STRIKES OR LOCKOUTS

6.01 No Strikes or Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strikes, and the Employer agrees that there will be no lockouts, in accordance with Provincial Government Laws and Regulations.

ARTICLE 7 – UNION SECURITY

7.01 Union Security

All Employees of the Employer, as a condition of continuing employment, shall become and remain members of the Union, according to the constitution and by-laws of the Union. All new Employees of the Employer shall, as a condition of

continued employment, become and remain members in the Union from the date of hiring.

7.02 Union Dues Deduction and Remittance

a) Union Dues Deduction and Remittance

The Employer will deduct dues, initiation fees, and assessments as set by the Union from each pay of all employees covered by the collective agreement. Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the 30th day of the month following the one in which they were deducted.

b) Dues Supporting Documentation

Along with the deductions, the Employer will provide:

- A completed Union Dues Remittance Form, supplied by the Union, and
- An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, relief), classification/job title, work location, regular earnings, hours worked, and dues deducted.

The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

c) T-4 Slip

The Employer shall record and report on each employees T4 statement, the amount of membership dues and local fees paid by the employee to the Union during the relevant taxation year.

ARTICLE 8 – LABOUR MANAGEMENT RELATIONS

8.01 Representation

No individual employee or group of employees will undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.02 Labour Management Committee

a) Labour Management Committee

The parties shall have a Labour Management Committee consisting of two (2) members of the Union and two (2) members of the Employer.

b) Function of Committee

The Committee shall meet at the request of either party, but no less frequently than once every two (2) months for the purpose of discussing issues related to the workplace and the collective agreement, and to promote effective communications between the parties, but not matters which are the subject of a grievance negotiation.

The meetings shall be scheduled at a convenient time for both parties, but subject to the operational requirements of the Employer. Employees shall not suffer any loss of pay, nor receive any additional compensation, for time spent in meetings of the Labour Management Committee. Employees will not suffer any loss of pay for time spent with this Committee, if scheduled during the committee members shift. The member shall be compensated as per applicable overtime rates if on scheduled time off.

c) Chairperson of the Meeting

An Employer and a Union representative will be designated as joint chairpersons and will alternate in presiding over meetings.

d) Minutes of Meeting

Minutes of each meeting of the Committee will be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer will each receive one (1) signed copy of the minutes within ten (10) business days following the meeting.

e) Jurisdiction of Committee

The discussions held during labour management committee meetings shall be considered without prejudice and agreements reached shall not be binding on either party unless specifically agreed between the Union and Employer.

8.03 Bargaining Committee

A Bargaining Committee will be appointed or elected and consist of not more than four (4) members of the Employer as representatives of the Employer, and not more than four (4) members of the Union as representatives of the Union. The National CUPE Representative shall be an advisor to the committee. The Union will advise the Employer of the union representatives to the Committee. All

time spent attending meetings of the Bargaining Committee, up to and including conciliation (or interest arbitration as the case may be), shall be considered as time worked.

Time off with pay shall be granted to the four (4) representatives of the Union upon application to the Employer for preparation meetings for collective bargaining, pending operational requirements.

ARTICLE 9 – WAGES AND PREMIUMS

9.01 Pay Days

The Employer will pay salaries/wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each employee will be provided with an itemized statement of their salary/wages overtime and other supplementary pay and deductions.

9.02 Shift & Weekend Premium & Changes to Daylight Savings Time

- a) A shift differential of two dollars (\$2.00) per hour shall be paid for employees working night shift.
- b) A weekend shift differential of two dollars (\$2.00) per hour shall be paid for employees working Friday and Saturday Night Shift and for employees working Saturday and Sunday day shift.

If an employee qualifies for both a) and b) differentials above, they shall receive both.

For shifts worked during daylight savings time an employee working the additional hours during will be compensated at overtime rates.

9.03 Payroll Error

Should the Employer issue an employee an overpayment of wages or entitlements, the Employer may make necessary monetary or entitlement adjustments as necessary to correct such errors.

The Employer shall notify the employee in writing of the overpayment, and repayment shall be made within six (6) months.

Employers shall only be entitled to recover overpayments which occurred in the last twelve (12) months.

All overpayments will be processed through payroll deduction.

In the event the Employer underpays the wages or entitlements of an employee, the Employer will correct the error and make payment within three (3) weeks of becoming aware of the error.

At the end of employment, any overpayments will be deducted from the employees' final pay.

ARTICLE 10 – HOURS OF WORK

10.01 Normal Hours of Work

- a) Normal hours of work shall be an average of eighty (80) hours biweekly, inclusive of meals and breaks, for full-time employees.
- b) Part-time employees shall not be scheduled for less than four (4) hours per shift.
- c) Part-time employees shall advise the Employer in writing of their desire to work additional hours, up to full time equivalent hours. These part-time employees shall be placed on the relief list and recalled in accordance with seniority for those additional shifts.

10.02 Work Schedule

- a) Full-time employees shall be scheduled for eighty (80) hours bi-weekly, with no shift exceeding twelve (12) hours.
- b) Part time employees shall be scheduled for a minimum of four (4) hour shifts, with no shift exceeding twelve (12) hours.
- c) Relief employees shall be scheduled for a minimum of four (4) hour shifts.

A change to the existing work schedule requires a notice of four (4) weeks unless mutually agreed upon.

The Employer reserves the right to alter or change the hours of work based on operational requirements. The hours set forth in this Agreement do not constitute a guarantee of hours of work per day or per week.

10.03 Split Shifts

There shall be no split shifts except where it is agreed upon mutually by both the employee and Employer, or in case of emergencies.

10.04 Exchange of Shifts

Employees shall be permitted to exchange their shift with an employee in the same classification provided that the employee's supervisor is notified and approves the change in shift in advance and the change meets operational requirements.

10:05 Meal Period and Rest Periods

- a) One (1) paid meal period of thirty (30) minutes shall be provided for each employee working a shift of five (5) hours or more.
- b) One (1) paid rest period of fifteen (15) consecutive minutes shall be provided for each employee for every four (4) hours worked.

10:06 Notice of Schedule

The hours of work of each employee shall be posted at least two (2) weeks in advance. Should the schedule change:

- a) With more than seventy-two (72) hours-notice, there shall be no additional pay.
- b) With greater than twenty-four (24) hours and less than seventy-two (72) hours-notice, the member shall be paid at time and one half (1 ½).
- c) With less than twenty-four (24) hours' notice, the member shall be paid at double time.

ARTICLE 11 – OVERTIME

11.01 Overtime

All time worked by an employee, in excess of eighty (80) hours bi-weekly, shall be paid at the rate of time and one-half (1 ½).

11.02 No Reduction of Hours to Compensate for Overtime

An employees' hours shall not be reduced to equalize any overtime worked.

11.03 Calculation of Overtime Rates

Approved time off with pay will be considered as time worked for the purpose of calculating overtime.

11.04 Sharing of Overtime

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

11.05 Time Off in Lieu of Overtime

Where requested by the employee, the Employer shall grant time off in lieu of overtime, at overtime rates based on operational requirements. Accrual of time off in lieu of overtime shall be used within the fiscal year. Accumulation of overtime not used within the fiscal year shall be paid out to the employee. The employee's decision to receive time off in lieu of overtime rates must be conveyed in writing to the supervisor through HRIS. An employee can request that the accumulated overtime be paid out at any time.

ARTICLE 12 – EMPLOYEE BENEFITS

12.01 Disclosure of Information

The Union shall be provided with a current copy of the master policy of all insured benefits, which includes Extended Health and Dental, Accidental Death and Dismemberment, Life Insurance, and Long-term Disability. The Employer shall also provide a brochure describing all benefit plans to all employees.

12.02 Benefit Coverage

The Employer shall provide a Group Health Insurance Plan for all employees who qualify. The Employer, in its sole and exclusive discretion, may at any time change providers of such a plan, or make adjustments to the plan, provided that the benefits provided under any new or adjusted plan remains substantially similar to those in place at the time of signing this Agreement.

Eligibility for benefits under the plan shall be determined exclusively by the plan provider. No grievance shall lie for any determination made by the plan provider about a person's eligibility under the plan, or the degree or level of benefits provided under the plan, such a determination being completely outside the scope of this Agreement.

While an employee who is eligible to be in the plan is actively performing duties for the Employer, the Employer will pay fifty percent (50%) of the premium and the employee will pay fifty percent (50%) of the premium.

Employees who are on unpaid leave will have the option to maintain coverage on the basis that the employee pays one hundred percent (100%) of the premiums.

Prior to the expiration of the benefit plan, the Employer agrees to meet with the Union to explore optimal benefit packages.

ARTICLE 13 – PENSION PLAN

13.01 Retirement Savings

The Employer will match the employee's contributions up to five percent (5%) to the group RRSP Program. The employee contributions are calculated bi-weekly on the regular hours' gross salary.

During the life of this Agreement, the Employer agrees to explore the feasibility of a pension plan.

ARTICLE 14 – SICK LEAVE

14:01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined, or because of an injury for which compensation is not payable under the *Workplace Health and Safety Compensation Act*.

14:02 Amount of Sick Leave

For all staff, sick leave will be earned on the basis of one (1) day for every month of service.

14:03 Proof of Illness

The Employer reserves the right to make reasonable requests for a medical certificate for any period of illness.

Any medical related forms required by the Employer that have associated costs, shall be paid for by the Employer. The Employer shall not be responsible for any costs not brought to its attention or consented to by the Employer.

14:04 Sick Leave During Leave of Absence

When an employee is on unpaid leave for any reason (except pregnancy and parental leave) or is laid off on account of lack of work, and returns to work upon expiration of such leave of absence, etc., they will not receive sick leave credit for the period of such absence, but will retain their cumulative credit, if any, existing at the time of such leave or lay-off.

14:05 Sick Leave Record

The amount of sick leave accrued to an employee's credit will be available through HRIS. If HRIS is not available to the employee for any reason, or if a discrepancy is noticed in HRIS, the employee, upon written request, is to be advised, in writing, by the Employer, of the amount of sick leave accrued to their credit.

14.06 Accumulation and Payment of Sick Leave

Accumulation of sick leave will be unlimited.

14.07 Notification to Employer

An employee who is unable to report for duty for their scheduled shift will notify the employer of this fact in advance of the commencement of their scheduled shift, unless it is not reasonably possible to do so.

14.08 Medical Care Leave

Employees may take accumulated sick leave to attend medical appointments for themselves or a family member.

Permission will not be unreasonably withheld provided adequate notice is given in advance.

14.09 Proration of Sick Leave

Sick leave is prorated for the employee's first month and last month of employment.

ARTICLE 15 – VACATION

15:01 Length of Vacation

Every full-time employee will be entitled to an annual vacation or payment in lieu thereof, based on the date of hire, as follows:

- a) An employee with less than one (1) years' service will be allowed paid vacation at the rate of one and one-quarter ($1 \frac{1}{4}$) days for each complete month of service.
- b) After completing one (1) year of service (2080 regular hours), three (3) weeks (120 hours) vacation.
- c) After completing five (5) years of service (10,400 regular hours), four (4) weeks (160 hours) vacation.
- d) After completing ten (10) years of service (20,800 regular hours), five (5) weeks (200 hours) vacation.
- e) After completing twenty (20) years of service (41,600 regular hours), six (6) weeks (240 hours) vacation.

15:02 Carry Over of Vacation

A maximum of one hundred twenty (120) hours paid vacation leave may be carried over for use in the following fiscal year. At the request of the employee, carried over leave shall be paid out by the Employer in a reasonable period of time, not greater than four (4) weeks.

15:03 Vacation Scheduling

Preference of scheduling for vacation will be based on seniority and, in the case of equal seniority, the first submitted will be given preference.

No vacation requests will be unreasonably denied pending operational requirements.

15:04 Unbroken Vacation Period

An employee will be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer. No unbroken vacation requests will be unreasonably denied pending operational requirements. Vacation requests will be communicated by the employee in accordance with Article 15.08.

15:05 Approved Leave of Absence During Vacation

Where an employee qualified for sick leave, bereavement, or any other approved leave during their period of vacation, there will be no deduction from vacation credits for such absence.

15:06 Vacation Pay on Termination

The value of the vacation entitlement accumulated and owing to an employee at the time of termination of employment or retirement will be paid to the employee in the final pay.

15.07 Vacation Pay to Estate

In the event of the death of an employee, the value of all accrued leave shall be paid to the employee's designated beneficiary, or in the case of no designated beneficiary, to the employee's estate.

15.08 Leave Requests

All requests for annual leave shall be applied for by the employee and responded to by the Employer through HRIS.

Requests for annual leave for less than five (5) days shall not be unreasonably denied and shall be responded to as soon as is reasonably possible.

For requests for annual leave of five (5) or more consecutive days the following timeline shall apply:

- a) For leave in the period from June 1 to September 30, requests must be communicated by March 31.
- b) For leave in the period from December 15 to January 15, requests must be communicated by October 31.
- c) For leave requested outside the periods noted above, requests must be communicated with as much advance notice as possible.

- d) The Employer shall respond to annual leave requests as soon as possible and no later than thirty (30) days after the applicable deadline.
- e) Annual leave requests submitted outside of the timelines will be approved based on operational requirements.

15.09 Overdrawn Annual Leave

In the event the employee has a negative (overdrawn) annual leave balance, the Employer may deduct the equivalent value from the employee's final pay.

15.10 Overdrawn Balance on Vacation Leave

In the event that an employee has a negative (overdrawn) balance of vacation leave at the end of the employee's employment (including layoff), the Employer may deduct the equivalent value from the employee's final pay and/or amounts owed.

15.11 Proration of Vacation

Vacation leave is prorated for the employee's first month and last month of employment. Employees are not entitled to take vacation leave during their probationary period.

15.12 Christmas Scheduling

The Employer agrees that employees who are scheduled to work Christmas of one year shall have Christmas off the following year and employees who are scheduled to work New Year's one year shall have New Year's off the following year unless otherwise mutually agreed between the employee and the Employer.

ARTICLE 16 – LEAVES

16.01 Personal Leave

Leave with pay will be granted up to a maximum of two (2) days off with pay per fiscal year and three (3) days off without pay, without loss of seniority to tend to personal matters and matters of the home.

16.02 Compassionate Care Leave

The Employer shall grant the employee compassionate care leave without pay in accordance with legislation.

16.03 Family Violence Leave

The Employer agrees to provide leave for family violence in accordance with legislative entitlement.

16:04 Adoption, Pregnancy and 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 Article. Leave approved under this Article is to be taken within twenty-four (24) months of the birth or adoption of the child.

ii) An employee is entitled to a maximum of seventy-eight (78) weeks leave under this Article. 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 step progression.

ii) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of seventy-eight (78) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- d) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- e) While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them by the Employer.

16:05 Bereavement Leave

In the event of death of an employee's spouse (including same sex or common-law spouse and fiancée), child or parent, the employee will be entitled to leave of absence without loss of pay for three (3) days.

- a) In the event of death of an employee's sister, brother, mother-in-law, father-in-

law, son-in-law, daughter-in-law, grandparent or grandchild, the employee will be entitled to leave of absence without loss of pay for two (2) days.

- b) In the event of death of an employee's aunt, brother-in-law, sister-in-law, uncle, former or legal guardian, niece, or nephew, or an Indigenous Elder, the Employee will be entitled to leave of absence without loss of pay for one (1) day.
- c) Where the burial occurs at a locale in excess of three hundred fifty (350) miles, such leave will include reasonable travelling time, the latter not to exceed one (1) day with pay. Additional days without pay may be granted. The employee will be paid for scheduled hours during the leave, which she otherwise would have worked. The employee will be allowed to save one day to attend the memorial service.
- d) The Employer will give consideration in special circumstances to the loss of any individual not outlined in the above.

16.06 Jury and Court Attendance

Leave with pay without loss of seniority or loss of benefits in accordance with the Collective Agreement will be awarded to an employee who is required:

- a) to serve on a jury.
- b) 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.

The employee must notify the Employer immediately that they will be required to attend court.

Any witness fees receivable shall be paid to the Employer.

16.07 Union Leave

Upon notification to the Employer, an employee elected or appointed to represent the Union at union functions will be allowed a leave of absence with pay and benefits and without loss of seniority. The Employer shall allow a total of eighty (80) hours per calendar year. This leave is intended for CUPE National Convention/Sector Conference, CUPE NL Division Convention, Weeklong CUPE School and other conferences/conventions/educational workshops offered by CUPE. Additional unpaid leave may be granted pending operational requirements.

ARTICLE 17 – PAID HOLIDAYS

17:01 Paid Holidays

The Employer recognizes the following as paid holidays for Employees who have been on the payroll for thirty (30) days.

New Year's Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day (July 1 st)	Christmas Day
Labour Day	Boxing Day

Should any other stat holiday be recognized by the provincial government it shall be added to the above list.

Employees may choose to replace religious holidays outlined above, with an alternate date which is of cultural or religious significance. The employee shall make this request to the employer in the beginning of the fiscal year.

17:02 Payment for Holidays

Working on Statutory Holiday

An employee who is required to work on any of the above-named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the employee's regular hourly rate or the employee may be granted an alternate day off (lieu day), at a mutually agreeable time.

Days off on a Statutory Holiday

Should a statutory holiday fall on a full time employee's scheduled day off, the employee will receive eight (8) hours pay. Employees working less than full time hours shall be paid holiday pay on a pro-rated basis.

17:03 Holidays for Days Off

When any of the above noted holidays fall on an Employee's scheduled day off, the Employee will receive another day off with pay at a time mutually agreed upon between the employee and the Employer, or by mutual agreement, a day's pay in lieu thereof. Within thirty (30) days after the official date of the holiday an employee may opt to take the benefit in time off. If the employee does not indicate an option within thirty (30) days, the employee will automatically be paid for the stat holiday.

17:04 Paid Holidays During Vacation or Leave

If a recognized holiday occurs during an employee's vacation, this day will not be counted as a vacation.

ARTICLE 18 – FEES AND ALLOWANCES

18.01 Education and Professional Fees

The Employer will pay all costs associated with training or courses required by the Employer.

Where an Employee is required to maintain a registration that pertains to their position, the Employer will pay up to two hundred dollars (\$200.00) toward the fees associated with that registration. This will not be interrupted by a temporary reassignment or secondment of a duration of less than thirty (30) days.

Where an existing employee is required to provide an updated Criminal Records Certificate and Vulnerable Sector Check, all costs associated with the provision of these certificates will be covered by the Employer.

18:02 Mileage Allowance

- a) When employees are required by the Employer to use their own vehicles in the performance of their duties, they will be reimbursed for all distance driven for Employer business purposes at Treasury Board rates.
- b) The Employer will reimburse employees in respect of obtaining business insurance for use of personal vehicles in the performance of duties for the Employer ("business insurance"). Up to a maximum cost of three hundred dollars (\$300.00) per year. No employee shall use their personal vehicle for business purposes without authorization of the Employer, and sufficient business insurance.
- c) When calculating the distance where a trip begins at home, the distance charged will be lesser of from home or office to the designated location.

18:03 Equipment and Tools

The Employer agrees to reimburse employees who need to download apps or upgrade software that is needed to access Employer platforms.

In the event the Employer requires an employee to use their personal cell phone for work purposes, the Employer will provide an allowance of twenty-five dollars (\$25.00) per month to full-time employees. This amount will be prorated, on a daily basis, of one dollar (\$1.00) per day for relief employees.

18.04 Safety Boot Allowance

Upon completion of the probationary period, and on an annual basis going forward, the Employer will reimburse the employee up to a maximum of one hundred dollars (\$100.00), upon presentation of receipt, toward the purchase of CSA approved footwear as required in their classification.

ARTICLE 19 – JOB POSTINGS

19.01 Job Postings

When a bargaining unit vacancy occurs or a new position is created within the bargaining unit, the Employer will send a notice via email within seven (7) days of the vacancy. The position will be posted for a period of seven (7) calendar days. The name of the successful applicant will be circulated via email.

The successful applicant for the position will fill the position within thirty (30) days after the employee was awarded the vacancy, pending operational requirements. If the Employer is unable to move the employee into the vacancy within the thirty (30) days, the employee will be paid the new rate of pay.

No vacancy will be filled from outside the bargaining unit until the internal applications have been processed.

Qualifications and requirements for a position will be established by the Employer and shall not be established in bad faith or in an arbitrary or discriminatory manner.

19.02 Temporary Vacancies

Relief Staff shall be used to fill vacant shifts as per applicable articles.

The successful applicant for a temporary full-time vacancy will fill the vacancy within fourteen (14) days after the employee was awarded the vacancy, pending operational requirements. If the Employer is unable to move the employee into the vacancy within the fourteen (14) days, the employee will be paid the new rate of pay.

Where there is reasonable cause to believe a temporary position is expected to exceed a period of ten (10) continuous weeks, or where a position exceeds ten (10) weeks, such position shall be posted in accordance with Article 19.01.

A member shall give two (2) weeks notice of returning from their leave, which created the vacancy.

19.03 Role of Seniority in Job Postings, Promotions and Transfers

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, when a vacancy occurs in an established position within the bargaining unit, or when a new position is created within the bargaining unit, employees who apply for the position on promotion or transfer shall be given preference based on seniority, for filling such vacancy, provided that the applicant's qualifications meet the required standards for the new position. Appointments from within the bargaining unit shall be made within a reasonable amount of time.

19.04 Trial Period

Where a bargaining unit employee assumes a new position with the Employer, either inside or outside of the bargaining unit it shall be on a trial. The successful applicant will be placed on trial for a period of three (3) months. Conditional on satisfactory service, such trial promotion will become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they will be returned to their former position and salary without loss of seniority. An employee deemed unsatisfactory in the trial period by the Employer shall have the right to grieve. Any other employee promoted or transferred because of the rearrangement of positions will also be returned to their former position and salary without loss of seniority. The trial period can be extended up to an additional three (3) months.

The supervisor shall do a performance assessment during the trial period.

19.05 Union Notification

For the purpose of maintaining an up-to-date membership list, the Local Recording Secretary will be notified of all appointments, hirings, layoffs, recalls and terminations of employment.

19.06 Classification

Job classifications shall be established in accordance with Article 3.01.

19.07 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent.

19.08 No Elimination of Present Classifications

Existing classifications shall not be eliminated without prior communications with the Union.

19.09 Changes in Classifications

When a position is established within the bargaining unit or when a measurable change in the duties of a position occurs to warrant a change in the rate of pay, 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 job in question, such dispute may be considered as a grievance and may be submitted at Step 2 of the Grievance Procedure.

ARTICLE 20 – SENIORITY

20.01 Recognition of Seniority

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

20.02 Seniority Defined

Seniority for full-time employees shall be defined as the length of service from date of hire with the Employer and shall be applied on a bargaining unit-wide basis. Seniority shall include all service prior to certification or recognition of the Union. Seniority for full-time employees shall be calculated from date of hire by the Employer.

Seniority for part-time and relief employees shall be defined as the actual hours worked. When an employee obtains permanent full-time employment, their seniority will be adjusted accordingly. The date of hire shall be amended to reflect the hours credited as a part-time/relief employee.

Seniority will be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior Employee is able to meet the normal requirements of the job.

20.03 Seniority Lists

The Employer will maintain a seniority list showing the date upon which each full-time employee's service commenced.

The Employer will maintain a seniority list showing the number of hours paid since commencement of service for part-time relief employees.

An up-to-date seniority list will be sent to the Union and posted on all bulletin boards in January of each year.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the collective agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement will be retained and transferred with the employee when reclassified.

20.04 Seniority Outside the Bargaining Unit

No employee will be forced to take any position outside of the bargaining unit. An Employee may accept a temporary non-union assignment of up to six (6) months in a twelve (12) month period without losing their seniority in the bargaining unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the Parties. It is agreed that any and all vacancies resulting from the initial vacancy will be posted and filled as per Article 19.01. Upon return to the bargaining unit, the employee will be returned to their former position.

In addition, any other job position changes to any other bargaining unit member will also revert back to their original positions. Upon return to the bargaining unit, the employee's seniority date will be adjusted by the number of weeks the employee is in the excluded position. During this period of leave, the employee will continue to pay union dues based on the rate of pay in the new position.

20.05 Loss of Seniority

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

An employee will only lose their seniority, and the employment relationship ended, in the event:

- a) They are discharged for just cause and are not reinstated.
- b) They resign and do not rescind resignation within forty-eight (48) hours.
- c) They are laid off in excess of twenty-four (24) months.
- d) Retirement.
- e) They are absent from work in excess of three (3) working days and have not notified the Employer, unless such notice was not reasonably possible.
- f) They fail to return to work from layoff within fourteen (14) calendar days of being notified by registered mail except when such failure is caused by sickness verified by a doctor or for another reason acceptable to the Employer.

20.06 Accumulation of Seniority Other than for Time Actually Worked

Employees shall accumulate seniority in the following cases:

- a) Annual leave
- b) Sick leave
- c) Any sick leave
- d) Unpaid sick leave
- e) Unpaid leave of absence
- f) Maternity leave
- g) While on Workers' Compensation
- h) Adoption leave
- i) Family leave
- j) Labour Standards Act (on any paid or unpaid leave as outlined in the Labour Standards Act)
- k) Human Rights Act (where an employee has lost shifts or hours due to being accommodated under the HR Act)

20.07 Accrual of Seniority

Relief staff who are off on leave in accordance with Article 20.06 shall accrue seniority equal to the hours paid to the next most senior active employee.

Additionally, relief staff shall accrue seniority if they are off on leave for any of the protective grounds in the *Human Rights Act*.

ARTICLE 21 – PROBATIONARY EMPLOYEES

21:01 Probationary Employees

All newly hired employees shall be subject to a probationary period of seven hundred twenty (720) hours, so as to allow the Employer to assess the suitability of the employee and decide on the viability of a permanent employment relationship. The Employer may decide to terminate the employment of any employee during the employee's probationary period for unsuitability, or incompetence, and such actions shall not be subject to the grievance or arbitration procedure, providing such actions are not arbitrary, done in bad faith or are not discriminatory in nature. The probationary period may be extended by mutual agreement.

At the midway point, as well as nearing completion of the probationary period, the employees' direct supervisor shall be required to check in with a written performance assessment followed by feedback and recommendations that shall not be punitive but rather a way to enhance learning.

ARTICLE 22 – LAYOFFS AND RECALLS

22:01 Definition of Layoff

A lay-off will be defined as a lack of work, reduction in the work force, or a reduction in the regular hours of work as defined in this Agreement.

22:02 Notice of Layoff

- a) Except in the case of dismissal for just cause, the following notice shall be required:
 - i. Two (2) weeks, where the employee has been continuously employed by the employer for a period of three (3) months or more but less than two (2) years;
 - ii. Three (3) weeks, where the employee has been continuously employed by the employer for a period of two (2) years or more but less than five (5) years;
 - iii. Four (4) weeks, where the employee has been continuously employed by the employer for a period of five (5) years or more but less than ten (10) years;
 - iv. Five (5) weeks, where the employee has been continuously employed by the employer for a period of ten (10) years or more but less than fifteen (15) years; and

- v. Seven (7) weeks, where the employee has been continuously employed by the employer for a period of fifteen (15) years or more.
- 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.

22:03 Layoff Procedure

A permanent employee whose position is affected by the Employer's decision to layoff shall have the right to accept layoff and exercise recall rights, or exercise their bumping rights, in accordance with this Article, within seven (7) calendar days of the notice of layoff. A seniority list, job classifications and job descriptions will be provided with the notice of layoff. Each subsequent displacement shall exercise his or her bumping rights, in accordance with this Article within seventy-two (72) hours of being notified of layoff. Employees who choose to exercise their bumping rights shall bump using the following steps in this order:

- a) In the event of a layoff, employees in the classification affected shall be laid off in the reverse order of their bargaining unit wide seniority. An employee about to be laid off may bump any employee with less seniority provided the employee exercising the right is qualified to perform the work of the employee with less seniority.
- b) An employee who has been issued notice of layoff may displace an employee with less seniority with the Employer, provided that the right to bump is exercised prior to expiration of the notice of layoff.
- c) Any employee who is bumped in accordance with this procedure will be deemed to have been given notice of layoff effective the date that the employee who bumped them was given notice of layoff.

22.04 Recall Procedure

Employees will be recalled in the order of their seniority providing they are qualified to do the work. No new employee will be hired until those laid off have been given an opportunity for re-employment. Employees will not lose recall rights if they refuse a temporary position of two weeks or less duration. Employees that are laid off for a period of longer than two (2) years will not have a right to recall.

ARTICLE 23 – GRIEVANCE PROCEDURE

23:01 Recognition of Union Stewards and Grievance Committee

The Employer acknowledges the rights and duties of the five (5) union stewards to assist any employee in preparing and presenting a grievance in accordance with the Grievance Procedure.

23:02 Names of Stewards

The Union will notify the Employer in writing of the name of each union steward.

23:03 Permission to Leave Work

Union officers will be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in arbitration.

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 duties during working hours except to perform their duties under this agreement. Therefore, no steward shall leave their duties without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.

23:04 Permission to Leave Work - Grievor

The grievor will be entitled to leave their duties during working hours to attend grievance meetings with the Employer. The grievor's time spent in grievance meetings will be considered as time worked.

23:05 Definition of Grievance

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

23:06 Settling of Grievance

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

Step 1

The aggrieved employee(s) shall within fourteen (14) calendar days of the occurrence of the event protested, submit the grievance to the steward.

Step 2

If the steward considers the grievance to be justified, they will first seek to settle the dispute with the employee's supervisor.

The employee's supervisor shall render a decision within ten (10) calendar days.

Step 3

Failing satisfactory settlement within ten (10) calendar days after the dispute was submitted under Step 2, the steward will submit to the Director of Human Resources, a written statement of the particulars of the grievance and the redress sought.

They will render their decision within ten (10) calendar days after receipt of such notice.

Step 4

Failing settlement being reached in Step 3, the steward will submit the written grievance to the Executive Director, who will render their decision within ten (10) calendar days after receipt of such notice.

Step 5

Failing a satisfactory settlement being reached in Step 4, the Union may, within thirty (30) calendar days, refer the dispute to arbitration.

23:07 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

23.08 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.

23.09 Union May Institute Grievance

The Union and its representatives will 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.

23.10 Deviation from Grievance Procedure

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

23.11 Grievance on Safety

An employee, or a group of employees, who is requested to work under unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination) will have the right to file a grievance in the third step of the Grievance Procedure for preferred handling.

23.12 Replies in Writing

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

23.13 Meeting Rooms for Grievances

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

23.14 Failure to Act Within Time Limits

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

23.15 Definition of Working Days

"Working Day" as used in the Grievance and Arbitration Procedure will mean a day other than Saturday, Sunday, or a recognized holiday.

23.16 Time Limits

Time limits may be extended by mutual agreement, in writing, between the parties to the grievance.

ARTICLE 24 – ARBITRATION PROCEDURE

24.01 Referral to Arbitration

When either party requests that a grievance be referred to arbitration, the request shall be made in writing to the other party, and the parties will agree on a sole arbitrator to hear and decide upon the grievance.

Should agreement fail to be reached by both parties, either party will request the Minister Responsible for Labour, to make the appropriate appointment.

24.02 Powers of Arbitrator

It is agreed and understood that the arbitrator will have no authority to alter, modify or annul any part of this Agreement. However, the arbitrator will have the authority to substitute such other penalty for the discharge or discipline, as the arbitrator deems just and reasonable in all circumstances.

24.03 Decision of Arbitrator

The arbitrator will hear and determine the matter and will issue a decision which will be in writing and contain the reasons for the decision. The decision of the arbitrator shall be final, binding and enforceable on the parties to the Agreement.

24.04 Time Limits

The time limits mentioned in this Article and in the preceding article may be extended by mutual agreement of the parties.

24.05 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a sole arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the arbitrator will conform to the provisions of this Article. Each party will pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

Disagreement on Decision

Should the parties disagree as to the meaning and/or application of the arbitrator's decision, either party may apply to the arbitrator for clarification of the decision within thirty (30) calendar days of the decision.

Grievance and Arbitration Pay Provision

Representatives of the Union shall not suffer any loss of pay or accumulative benefits for total time spent in grievance and arbitration procedure.

ARTICLE 25 – DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS

25:01 Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning their work and/or behavior within ten (10) business days of the Employer becoming aware of the event(s) giving rise to the dissatisfaction. This notification shall include particulars of work performance, behavior, and/or events which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their disciplinary record.

Any record of disciplinary measure becoming part of an employee's file shall be removed and destroyed after the expiration of twelve (12) working months from the date it was placed in the employee's file, provided that there has been no further discipline of a similar nature imposed during that period.

25:02 Access to Personnel File

There shall be one official employee file maintained by the Employer, containing all employee documents including adverse reports and records of disciplinary action. The Employer agrees that a copy of the employee's file shall be accessible via the online employee portal. An employee shall, upon reasonable notice, be allowed to inspect their hard copy (paper) employee file under the supervision of the Employer. The employee is entitled to receive a copy of the file if requested. It is the employee's responsibility to see that the documents are removed.

A copy of any document placed on an employee's file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee.

25.03 Progressive Discipline Notices

The Employer and the Union agree to adhere to the principle of progressive discipline. Any Employee may be dismissed or suspended, but only for just cause. Discipline shall not be done in bad faith or in a manner that is arbitrary or discriminatory. The reprimand shall be fair, appropriate, and progressive in nature.

Any employee who is disciplined, suspended or discharged for just cause will be provided written notification within fourteen (14) days of the discovery of the incident or matter giving rise to the discipline, suspension or discharge. Such written notification shall state the reason(s) for the discipline, suspension or discharge.

25.04 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee will be immediately reinstated in their former position, without loss of seniority, and will be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a sole arbitrator if the matter is referred to a sole arbitrator.

25.05 Right to Have a Steward Present

Where an employee is required to attend a meeting with supervisory personnel which concerns, or may result in a reprimand, written warning, suspension or discharge, the Employer shall advise the employee of their right to be accompanied by a Union Steward. The employee shall be notified in advance of the purpose of the meeting.

ARTICLE 26 – HEALTH AND SAFETY

26.01 Responsibilities

The parties agree to abide by The Occupational Health and Safety Act and its regulations. While the provision of a healthy and safe workplace is the responsibility of the Employer, both parties will cooperate on promoting and

improving rules and practices which will enhance the physiological, psychological, and social well-being with respect to working conditions.

The Employer shall not dismiss, intimidate, coerce, suspend, or transfer a worker or practice discrimination or take reprisals against them, or impose any other sanction upon them because they have suffered an employment injury or exercised their rights under this Agreement, or any applicable statute.

26.02 Health and Safety Committee

The Employer and the Union shall establish an Occupational Health and Safety Committee.

Meetings of the Committee shall take place during regular working hours at least once every two (2) months and the employee is not to suffer loss of pay or other benefits while engaged in a meeting of the Committee. A Terms of Reference will be developed by the Committee, including length of terms. Minutes will be taken of all meetings and copies will be sent to the Employer and the Union.

The Committee will consist of three (3) employee representatives selected by the Union, and three (3) management representatives selected by the Employer. There shall be joint chairpersons from the Employer and the Union.

26.03 Duties of the Committee

The chairpersons of the Committee shall jointly designate members of the committee to perform the duties as outlined in the *Occupational Health and Safety Act*.

26.04 Personal Protective Equipment

An employee who is required by the Employer to wear or use any personal protection equipment shall have the equipment supplied at no cost to the employee. Employees shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee will participate in such instruction and training.

26.05 Work Refusal Under Health and Safety

Employees have the right to refuse unsafe work as per the *Occupational Health and Safety Act*.

26.06 Health and Safety Committee Notification

The Occupational Health and Safety Committee shall be notified, as promptly as possible, of any reported serious injury as per the *Occupational Health and Safety Act*. The Committee shall also receive complaints from workers as to their concerns about the health and safety of the workplace and their welfare and shall maintain records as to the receipt and disposition of complaints received from workers.

The Employer agrees that in addition to documents & reports outlined in the *Occupational Health and Safety Act*, they will provide quarterly summary reports to the Committee as it pertains to violence in the workplace and member safety.

26.07 Workplace Violence

The Employer recognizes that workplace violence is an occupational health and safety issue, and that the Employer will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented.

The Employer agrees that there shall be no reprisal, nor loss of pay and benefits for an employee who has experienced or reported violence to the Employer.

The Employer agrees to use the existing committees to review and amend any relevant policies pertaining to workplace violence, within one month of the signing of this Agreement.

The Employer agrees that the Union and the Employer shall be co-chairs of the existing committee.

26.08 Working Alone or in Isolation

The Employer agrees to use the existing committees to review and amend any policies pertaining to working alone or in isolation, within one month of the signing of this Agreement.

The Employer agrees that the Union and the Employer shall be co-chairs of the existing committee.

ARTICLE 27 – TECHNOLOGICAL CHANGES

27:01 Notice of Changes

The Employer agrees to a reasonable training period for new technologies and processes in order for the employee to attain necessary skills required.

ARTICLE 28 – GENERAL

28:01 General

Continuation of acquired rights of all provisions of this Agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event, the provisions of the Agreement so invalidated or disallowed shall be reopened for negotiations.

28:02 Building Closure Because of Weather Conditions

The final decision to close a building(s) because of weather conditions shall be made by the Employer and employees shall be paid for the scheduled shift affected by such closure.

28.03 Workplace Surveillance

The parties agree that surveillance equipment in the workplace will be primarily used for the purposes of ensuring the security of Employer assets and employee safety. Surveillance equipment will not be used for the purpose of regular monitoring of employees in the workplace.

ARTICLE 29 – TERMS OF AGREEMENT

29.01 Duration of Agreement

The term of this Agreement will be from April 1, 2025 to March 31, 2028 and will continue from year to year upon the expiration of that term. Either party can give to the other party notice in writing within sixty (60) days and thirty (30) days prior to the expiration date of this Agreement.

29.02 Changes in Agreement

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

29.03 Retroactivity

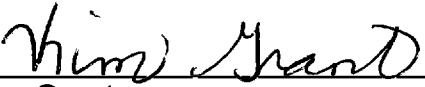
Wages and benefits shall be retroactive to the date of ratification.

SIGNING PAGE

In witness whereof the hereto have caused these present to be executed in accordance with their respective regulations.

Signed on behalf of The Gathering
Place:

Signed on behalf of the Canadian
Union of Public Employees, Local
5478:

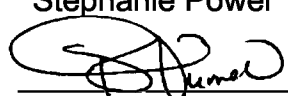


Kim Grant

Stephanie Power



Paul Davis



Debbie Turner

Dated this _____ day of _____, 2025.

SCHEDULE "A"

		2%	2%
	Year 1	Year 2	Year 3
Custodian	\$ 21.25	\$ 21.68	\$ 22.11
Custodian Lead	\$ 23.25	\$ 23.68	\$ 24.11
Administration	\$ 22.50	\$ 22.95	\$ 23.41
Guest Support Worker	\$ 24.75	\$ 25.25	\$ 25.75
Cook	\$ 23.00	\$ 23.46	\$ 23.93
Kitchen Supervisor	\$ 29.31	\$ 29.90	\$ 30.49
Dental Assistant	\$ 29.16	\$ 29.74	\$ 30.34
Boutique Coordinator	\$ 25.65	\$ 26.16	\$ 26.69
Empowerment Lead	\$ 28.75	\$ 29.33	\$ 29.91
Empowerment Coordinator	\$ 25.65	\$ 26.16	\$ 26.69
Volunteer Coordinator	\$ 25.65	\$ 26.16	\$ 26.69
IT Coordinator	\$ 25.65	\$ 26.16	\$ 26.69
Guest Support Lead	\$ 27.25	\$ 27.80	\$ 28.35
Maintenance Worker	\$ 26.25	\$ 26.78	\$ 27.31
Case Manager I	\$ 30.75	\$ 31.37	\$ 31.99
Case Manager II	\$ 35.25	\$ 35.96	\$ 36.67
Case Manager Lead	\$ 37.25	\$ 37.96	\$ 38.67

NOTE: The Union agrees, as per discussion, that for the two (2) cooks that are Step 5/6, the kitchen supervisor, and one (1) maintenance worker will receive a wage increase of 3/2/2%. This will be written in an LOU. The Union does not have any other information indicating that another employee would come in under the proposed amount. Should the Employer be aware of another employee, we ask that the same percentages apply).

NOTE: The Union recognizes that the wage listed for Dental Assistant includes a top up of five dollars (\$5.00) that is provide to TGP by the dental association. The Employer agrees, that for the duration of this agreement, should the top up be revoked or reduced by the association, TGP will continue the wage as listed in the grid.

LETTER OF UNDERSTANDING

Between
The Gathering Place
and
Canadian Union of Public Employees, Local 5478

RE: Signing Bonus

Effective April 1, 2025 (and upon signing the collective agreements) each bargaining unit employee will receive a one-time recognition bonus of one thousand dollars (\$1,000.00) pro rated based on full-time hours for the hours worked during the previous twelve (12) months. The amount will be calculated by multiplying the proportion of full-time hours worked by one thousand dollars (\$1,000.00). For example, an employee who worked nine-hundred and ten (910) hours in a full-time position under their collective agreement will receive four hundred thirty seven dollars and fifty cents (\$437.50) $[(910/2080) \times 1000]$.

1. Employees on payroll (or approved paid leave) at time of signing:
 - a) Full-time, part-time, seasonal and relief employees who are working at the time of signing will receive the payment based on the number of hours worked during the past twelve (12) months.
 - b) Employees on temporary assignment/temporary appointment to a management position will receive the payment based on the number of hours worked in their bargaining unit position during the past twelve (12) months.
2. Employees on leave without pay:
 - a) Employees on Maternity, Adoption or Parental (MAP) Leave will receive the payment based on the hours they would have worked during the twelve (12) months immediately previous to April 1, 2025 (pro-rated based on full-time hours) had they not been on leave. The employee will receive the payment when they return from MAP leave.
 - b) Employees on injury on duty leave in receipt benefits from the WHSCC will receive the payment based on the hours they would have worked during the twelve (12) months immediately previous to April 1, 2025 (pro-rated based on full-time hours) had they not been on leave. The employee will receive the payment when they return from injury on duty leave.
 - c) Periods of unpaid leave other than MAP leave and injury on duty/WHSCC leave will not count as hours worked for the purpose of recognition bonus calculation. Employees' other forms of leave without pay will receive the payment based on the number of hours actually worked during the past twelve (12) months. For example, an employee who is on an unpaid leave of absence for six (6) months

immediately prior to April 1, 2025 and worked in a full-time position for the remaining six (6) months would receive five hundred dollars (\$500.00). Employees on unpaid leave who may have entitlement to some portion of the signing bonus will receive payment when they return to work.

3. Employees on layoff:

- a) Employees on layoff status with recall rights will receive the payment based on the number of hours worked during the past twelve (12) months prior to April 1, 2025.

4. Former Employees:

- a) Retired employees (retirement effective prior to April 1, 2025) are entitled to receive payment of the bonus on a pro-rated basis.
- b) Resigned employees (resignation effective prior to April 1, 2025) are not entitled to receive payment of the bonus.
- c) Resigned employees (resignation effective after April 1, 2025) are entitled to receive payment of the bonus.
- d) Dismissed employees are not entitled to receive payment of the bonus.

Signed on behalf of The Gathering
Place:

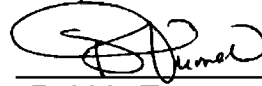


Kim Grant



Paul Davis

Signed on behalf of the Canadian
Union of Public Employees, Local
5478:


Stephanie Power

Debbie Turner

Dated this _____ day of _____, 2025.