

COLLECTIVE AGREEMENT

April 18, 2016 – April 17, 2019

BETWEEN



McCor Management (EAST) Inc.

“the Company”

AND

**INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL 1620**

“the Union”



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THIS AGREEMENT made this 2nd day of December, 2013, encompassing the period April 18, 2016 – April 17, 2019 inclusive.

BETWEEN:

**McCor Management (EAST) Inc.
(hereinafter referred to as the “COMPANY”)**

OF THE FIRST PART

AND:

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS Local 1620
(hereinafter referred to as the “UNION”)**

OF THE SECOND PART

ARTICLE I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to foster and maintain harmonious and mutually beneficial relationships between the Employer, the Employees and the Union and to set forth certain terms and conditions of employment.

ARTICLE II. RECOGNITION

2.01 Recognition

The Company recognizes the International Brotherhood of Electrical Workers, Local 1620, as the sole and exclusive bargaining agent for its Employees who are in the Bargaining Unit as set out in Certification Order issued by the Newfoundland and Labrador Labour Relations Board on the 18th of April 2005.

2.02 Definitions

The following definitions shall be used when used in the context of this Agreement:

Gender references: Where the masculine gender appears in this agreement, it shall also mean the feminine gender, and vice versa, unless the context requires otherwise.

Agreement:

means the Collective Agreement signed by the Company and the Union including attached Schedules

Company:

means **McCor Management (East) Inc.**

Day:

means working day unless otherwise stipulated in the Agreement

Employee:

means any person employed by the Company and in the Bargaining Unit as set out in Certification Order issued by the Newfoundland and Labrador Relations Board on the 18th of April 2005

Employer:

Means **McCor Management (East) Inc.**

Grievance:

means any dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement

Holiday:

means any twenty-four (24) hour period commencing at 00:00 hours of a calendar day designated as a holiday in this Agreement

Probationary Employee:

means an Employee who has worked less than the prescribed probationary period

Probationary Period:

Means a period of 520 hours **worked** from the date of employment, **not including any period as a Temporary Employee**

Regular Employee:

means any Employee who has completed the probationary period and is employed on a full-time basis without reference to a specified date of termination

Service:

means any period of employment either before or after the date of the signing of this Agreement in respect of which an Employee is in receipt of salary or wages from the Company

Temporary Employee:

means any employee who is employed for a period not exceeding six months or, in the case of a person hired to replace an employee on sick leave, long term disability, pregnancy leave, adoption leave or parental leave, the period of time that the Employee they are replacing is away from the workforce on leave. The term of employment for a temporary Employee may be extended with the mutual Agreement of the Company and the Union. A temporary Employee shall be considered terminated with no right to recall or to any other provision of this Agreement upon the termination of the period of temporary employment. **Should a temporary Employee become a regular Employee with**

no break in their period of employment, they shall be required to serve a probationary period of two-hundred sixty (260) hours worked.

Union:

means International Brotherhood of Electrical Workers, Local 1620

2.03 Interpretation

For the purposes of this Agreement, any reference to the masculine shall be deemed to include the feminine and vice versa and the plural shall be deemed to indicate the singular and vice versa, as the context may require. In addition, any reference to spouse or common law spouse shall include opposite sex partners and same sex partners.

ARTICLE III. RESPONSIBILITIES OF THE PARTIES

3.01 Agreement to be Observed

The Union, its officers and representatives at all levels and all Employees are bound to observe the provisions of this Agreement. The Company, its officials and representatives at all levels, are bound to observe the provisions of this Agreement.

3.02 No Strike or Lockout

The parties agree that during the term of this Agreement, the Employer shall not declare or cause a lockout with respect to an Employee bound by this Agreement.

The parties agree that during the term of this Agreement, Employees shall not instigate or engage in a strike, slow-down of work or other concerted activity designed to restrict or limit output and shall not conduct picketing at or near the places of the Employer's business or operations. The parties acknowledge that a violation of this provision will constitute cause for discharge or other discipline, but any such discipline may be the subject of a grievance filed under this Agreement.

The parties agree that during the term of this Agreement, the Union shall not declare, authorize or condone any of the activities referred to in the preceding clause on the part of Employees and should such activities occur the Union would immediately use its best efforts to bring them to an end.

3.03 Contracting Out Provision

The Union recognizes the right of the Employer to contract out work, provided that regular Employees shall not be laid off because of work shortages resulting from contracting out.

3.04 Bargaining Unit Work

Other persons employed by the Company shall not perform work regularly performed by Employees of the Bargaining Unit except in the following circumstances:

- a. For instruction and training;

- b. In the case of emergencies affecting the safety of the public or persons employed by the Company;
- c. In the case of emergencies where damage to property or equipment is imminent;
- d. Work of a duration that is reasonably expected to be thirty (30) minutes or less;
- e. To provide reasonable assistance to a Bargaining Unit Employee; or
- f. Where no qualified bargaining unit Employee is available

3.05 *Technological Change*

When it is necessary to reduce the number of Employees because of automation or technological change, every reasonable effort will be made to accomplish the reduction through attrition or reassignment of the Employee affected. The Company shall make every reasonable effort to give the Union at least three (3) months advance written notice of any changes under this Article.

ARTICLE IV. MANAGEMENT RIGHTS

The Union recognizes and agrees that, except as may be expressly and specifically abridged or modified by the provisions of this Agreement, the Employer reserves and retains all right, power and authority to conduct its business efficiently, manage its operations and direct its Employees in all respects, including, without limitation, the right, power and authority to make, enforce and alter, from time to time and at any time, rules, regulations and policies to be observed by the Employees.

ARTICLE V. UNION SECURITY AND CHECK OFF

5.01 *Union Membership*

Membership in the Union shall be a condition of employment for every Employee. Every new Employee shall immediately apply for membership in the Union. The Company agrees to give the new Employee the Union membership application forms provided to the Company by the Union.

5.02 *Deduction of Dues*

The Company shall deduct from each Employee an amount equivalent to the Initiation Fee, monthly Union dues, other levies and assessments and shall forward such funds to the Financial Secretary of the Union not later than ten (10) working days in the month following such deductions accompanied by a list of the Employees on behalf of whom the deductions were made. The list shall include the amount remitted for each Employee, their name, address, classification and reporting headquarters and shall be as shown by the records of the Company.

5.03 Indemnity

It is understood and agreed that the Union will save and hold harmless from the Company and all claims which may be against it by any Employee or Employees for amounts deducted from wages as herein provided.

ARTICLE VI. COMMITTEES AND UNION REPRESENTATIVES

6.01 Committees and Meetings

The Company acknowledges the following committees and the Union shall keep the Company informed, at all times, as to the names of its Officers and appointed committee members:

- a. ***Labour Management Committee*** composed of Business Manager and two (2) persons appointed by the Union from the Bargaining Unit and a minimum of two representatives from the Company. This number may be increased or decreased by mutual Agreement between the parties. The Labour-Management Committee shall have no authority respecting collective bargaining, the administration of this Agreement or matters that are properly the subject of the grievance procedure, shall not supersede the authority of any other committee that may be established by the parties hereto and shall have no authority to bind the Union or the Employer with respect to any decisions or conclusions reached during its discussions. Subject to the restrictions contained herein, the Committee shall concern itself with problems and matters of mutual interest with an aim of establishing and maintaining a cohesive, productive working environment. Minutes of Labour-Management Committee meetings shall be posted on the appropriate bulletin boards within ten (10) days of the meeting date.
- b. ***Occupational Health and Safety Committee***-the parties agree to a committee with a minimum of one (1) management representative from St. John's Commercial Real Estate as appointed by the Company and of one (1) member of the bargaining unit as appointed by the Union to sit on the Corporate Occupational Health and Safety Committee for the Company. The committee make up shall conform to the appropriate provincial legislation. This committee services the Company's corporate offices and all commercial real estate properties in St. John's. This Committee has rotating Employee and management co-chairs. Minutes of Occupational Health and Safety Committee meetings shall be posted on appropriate bulletin boards as soon as they become available from the co-chairs.
- c. The Labour Management and Occupational Health and Safety Committees shall meet once per quarter unless otherwise mutually agreed by the Union and the Company.

6.02 Negotiations Committee

Negotiating Committee established for the purpose of negotiating the Collective Agreement and composed of the Business Manager, two (2) persons appointed by the Union from the

Bargaining Unit and other Union officials who are not members of the bargaining unit as may be appointed by the Union.

6.03 Compensation While On Joint Committee Work

The Company agrees that Employees who are members of the committees in Clause 6.01 above shall suffer no loss of pay for previously scheduled work while engaged in any Company – Union joint consultative committee work. Members of joint committees shall be allowed reasonable time during working hours, subject to operational exigencies, when they are required to attend business arising out of joint committee work, it being understood that in all cases members of the committee requiring time off from regular work must obtain approval from their immediate supervisor.

6.04 Stewards

Shop Stewards, appointed by the Business Manager in writing to the Company shall be allowed time to perform their duties in servicing this Agreement without discrimination and without loss of pay for previously scheduled work. A maximum of one (1) regular Shop Steward and one (1) alternate may be appointed. It is understood by the parties, that in all cases Shop Stewards requiring time away from regular duties shall obtain prior approval from their immediate supervisor. The supervisor, subject to the exigencies of the operation, shall give such approval. In the event of a layoff, the Company shall notify the Union as soon as is reasonably practical before any Shop Steward is given a layoff notice.

6.05 Conducting Union Business

The Business Manager shall have reasonable access to Company property in performance of his duties in servicing this Agreement, providing that he has made prior arrangements with the Property Manager.

6.06 Documents and Correspondence to the Union

The Company shall provide the Union the following information pertaining to Employees:

- a. A list of all Employees showing their names, addresses, service and classification seniority as at the thirty-first day of May of each year.
- b. A copy of all job descriptions, including revisions as they are made from time to time.
- c. A copy of all job postings, job appointments, promotions, demotions and transfers as soon as they are posted.
- d. The names of any Employees hired, discharged, retired, deceased or who have resigned.
- e. A copy of any verbal or written warnings or suspensions given to Employees.
- f. A copy of all accident/incident reports involving Employees from the Bargaining Unit that result in time lost from work.

6.07 Employees' Personnel File

The Company shall not maintain more than one Personnel File for each Employee. Employees shall have the right to view and obtain a copy of their Personnel File by making arrangements directly with their supervisor. Files shall only be viewed in the presence of a management representative from the Company. Where it is demonstrated that the information contained in a file is incorrect, the appropriate corrections shall be made. The Company shall execute the request within ten (10) calendar days.

6.08 Bulletin Boards

The Company shall locate bulletin boards where they shall be readily accessible to Employees and agrees that the Union Business Manager may post on such boards, only such notices concerning elections, meetings, reports, safety alerts and other official Union Business or notices of recreational and social activities, with the notice of the Property Manager. Such notices shall have an expiry date clearly identified so that notices can be removed at an appropriate time. A sufficient space will be allocated and identified for exclusive IBEW use for such postings as described above.

6.09 Introduction to Shop Steward

When a new Employee is hired, the Company shall immediately advise the Employee that there is a Labour Agreement in effect and shall advise the individual of the name and contact information of the Local Union Representative and/or Shop Steward.

6.10 Pre-Negotiating Committee

The Company agrees to give Employees on the Negotiating Committee (not to exceed two (2) Employees) two (2) working days without pay to prepare for upcoming negotiations associated with the renewal of the Collective Agreement. Approval for such time off shall be subject to operational exigencies.

ARTICLE VII. OCCUPATIONAL HEALTH AND SAFETY

7.01 Occupational Health and Safety

It is recognized that both the Company and the Union consider safety to be of paramount importance. To this end, both parties agree to integrate safety into all aspects of the operation. The Company is committed to maintaining an Occupational Health and Safety Program and a copy of this program shall be provided to the Union. Updated copies of this program shall be provided to the Union as changes may be made from time to time by the Company. Employees and the Union are committed to exercise their duties in accordance with and in the spirit of this program.

7.02 Early and Safe Return to Work

- a. This clause is intended to cover all Employees, whether injured on or off the job and Employees with illnesses.

- b. The Company, the Union and all Employees shall abide by their duties and obligations outlined in the Workplace Health, Safety and Compensation ~~code Act~~ **and the Human Rights Act**. All parties shall cooperate in the early and safe return to work of Employees **who have been disabled due to injury or illness**.

7.03 Safety Wear

- a. Upon presentation of receipts, regular Employees, once per calendar year, may be reimbursed as follows to offset the cost of safety footwear, rainwear, coveralls and rubber boots:

Effective January 1, 2010	Up to \$262.50
Effective January 1, 2011	Up to \$275.00
Effective January 1, 2012	Up to \$287.50
Effective January 1, 2013	Up to \$300.00

- b. Reimbursements will be paid out upon provision of receipts; however, no reimbursements will be made during a probationary period.

ARTICLE VIII. SCHEDULING

8.01 Intent of Clause

This Article provides the basis for the calculation of any payment for hours of work and shall not be read or construed as a guarantee of hours of work per day per week, or a guarantee of days of work per week.

8.02 Scheduling

- a. The normal hours of work for all Employees shall not exceed forty (40) hours per week for Employees working eight (8) hour shifts. Except as provided for in (d) below, hours in excess of eight (8) hours per day or eighty (80) hour bi-weekly shall be at the applicable overtime rate.
- b. The Company shall make every reasonable effort to provide Employees with (2) consecutive days of rest each week. Except by agreement of Employee, Employees shall not be required to work more than six (6) consecutive eight (8) hour shifts or five (5) consecutive ten (10) hour shifts. In any event, should a singular day off be scheduled, there shall be only one instance of a singular day off in any two (2) week schedule. Days off at the beginning and end of a schedule that are consecutive with days off in the preceding or following schedules respectively shall not be considered singular days off.
- c. The Company shall make every reasonable effort to post schedules of two (2) week duration. Schedules shall be posted by 3:00 pm every Monday for the two-week period commencing the following Monday. In the case that Monday is a holiday as

provided for in this Agreement, the schedule would be posted by 3:00 pm Tuesday. The Company reserves the right to make changes to the schedule from time to time, providing that a minimum of twenty-four (24) hours of notice is provided to the Employees affected, notwithstanding that changes may be made on shorter notice resulting in the overtime rate being paid for all hours worked.

- d. The Company may for a period of time of not less than six (6) weeks initiate a ten (10) hour shift. Employees affected shall receive at least fifteen (15) days' notice prior to the start of the shift.

8.03 Rest and Lunch Breaks

Employees shall be entitled to a thirty (30) minute unpaid lunch break at or about the conclusion of the half shift for shifts of six (6) hours or more. In the event that an Employee is required to work in excess of ten (10) hours, such Employee shall have the option of a second unpaid thirty (30) minute meal break following the expiration of ten (10) hours and each four (4) hour period thereafter. A paid rest break of fifteen (15) minutes shall be provided for each full four (4) hours scheduled work. Rest breaks are to be taken after the first hour and before the last hour of the half shift being worked.

ARTICLE IX. OVERTIME

9.01 Overtime

- a. Employees will be required to advise in writing the Facilities Manager or designate by March 20, June 20, September 20 and December 20 of each year if they wish to be considered for overtime in the quarter beginning on the first of the subsequent month. An initial letter will be sufficient until otherwise revoked.
- b. In the event that overtime becomes available, it will be offered first to Employees who have expressed interest in working overtime as per 9.01 a) and who are currently working at the affected site, then to Employees working at other sites and then to Employees not currently working.
- c. Overtime offered as per 9.01(b) shall be offered in order of seniority provided employees who are offered overtime are qualified and able to perform the work required. The Company will endeavor to schedule overtime in reverse order of accumulated calendar year to date overtime hours provided employees who are scheduled overtime are qualified and able to perform the work required. **For the purposes of this clause, the Parties agree that an employee is not able to perform work when such work violates any medically prescribed job modifications they may have in place or should they have been off sick on the shift immediately preceding the overtime opportunity.**
- d. In the event that overtime is not accepted under Article 9.01 a), b), or c), overtime will be assigned to Employees in reverse order of seniority and will be mandatory. Overtime will first be assigned to any working Employees in the facility, then to any Employees working at other sites, then to any Employees not currently working in the reverse order of seniority.

- e. Under no circumstance shall an Employee be required to work more than sixteen (16) consecutive hours without an eight (8) hour rest period. Should the rest period go into the Employee's regularly scheduled work hours the Employee shall be paid at his regular rate for that period of time, after which he shall report for the completion of his regular shift.
- f. An updated overtime list will be posted quarterly indicating each Employee's accumulated calendar year to date overtime hours.
- g. Accumulated calendar year to date overtime hours shall include hours worked on standby by Employees who participate in standby service.
- h. **In the event that an Employee is bypassed on the overtime call-out list as described in this clause, and the Employee brings the matter to their Supervisor's attention within three (3) working days, the Supervisor shall offer the Employee the opportunity to work overtime for the time period that was missed.**

9.02 Overtime Rate

- a. Overtime shall be defined as time worked in excess of eight (8) hours per day or forty (40) hours per week unless otherwise agreed by the Company and the Union. For Employee's working scheduled ten (10) hour days as outlined in Clause 8.02 (d) overtime shall be defined as time worked in excess of ten (10) hours per day or forty (40) hours per week unless otherwise agreed by the Company and the Union.
- b. The overtime rate shall be at time and one-half the regular hourly wage for the Employee working overtime.
- c. **Under no circumstances will any premium payments be pyramided with any other premium payment.**

9.03 Banking of Overtime

An Employee may elect, in writing to the Company, in lieu of pay, to bank overtime. One (1) hour of overtime worked shall be banked as one and one-half (1.5) hours. The maximum number of overtime hours an Employee can bank is forty (40) hours per calendar year. **The resultant forty (40) hours of banked time may be taken as paid time off with the approval of the Employer.** Payment or time off must be finalized by the end of every calendar year resulting in zero banked hours as of January 1 of each year.

9.04 Payment of Overtime

An Employee required by the Company to work overtime continuously before or after his regular working day, shall be paid at the overtime rate for such additional time.

9.05 Standby Service

Employees shall perform standby duty when requested by their supervisor. Such Employees shall be immediately qualified and able to perform the duties for which they are requested to standby. Standby duty shall be assigned on a weekly basis and will be

distributed as equitably as possible among the Employees on the standby roster established by the Company. Employees may exchange standby duty with other Employees on the standby roster, provided that such exchange is approved by the Facilities Manager or designate. Such approval shall not be unreasonably withheld. The schedule of standby duty shall be posted for the next month two weeks prior to the schedule coming into effect.

9.06 Minimum Call

When an employee is called in for work outside of their normal working hours, the employee shall be provided with a minimum payment of three (3) hours pay at the appropriate premium rate or the actual time worked at the appropriate premium rate, whichever is the greater, except when a short call follows within three (3) hours of the completion of a previous call in which case time shall be considered continuous from the start of the previous call.

There shall be no minimum payment applicable to overtime worked as an extension either preceding or following an employee's normal daily working hours.

ARTICLE X. KILOMETRE ALLOWANCE

An Employee, required by the Company, while at work to use his/her private vehicle for the purposes of completing job functions shall be paid a kilometer allowance of thirty-five cents (\$0.35) per kilometer. This article excludes personal use of the Employee's vehicle to travel to/from work under all circumstances.

ARTICLE XI. HOLIDAYS

11.01 Paid Holidays

- a. Subject to clause 11.02 and 11.01 (d), the Company will grant to all regular full-time and part-time Employees the following paid holidays:

<i>New Year's Day</i>	<i>Good Friday</i>	<i>Victoria Day</i>
<i>Canada Day</i>	<i>Regatta Day</i>	<i>Labour Day</i>
<i>Thanksgiving Day</i>	<i>Remembrance Day</i>	<i>Christmas Day</i>
<i>Boxing Day</i>		

- b. Regular Employees hired prior to December 31, 2005 shall be entitled to two (2) floater holidays per year. Regular Full Time Employees hired after December 31, 2005 shall be entitled to one (1) floater holiday **per year**.

- c. Temporary Employees shall be entitled to statutory holidays as per the Labour Standards Act.
- d. In order to qualify for each of the above paid holidays, an Employee must have worked or been approved paid leave on the scheduled working days immediately preceding and succeeding the day designated as a paid holiday.
- e. Payment for statutory holidays will be calculated as per the Labour Standards Act.

11.02 Observed Day

When a holiday falls on a scheduled day of rest, the day immediately following the day(s) of rest shall be observed as the holiday.

ARTICLE XII. VACATION

12.01 Vacation Year

- a. The vacation year shall be from January 1 to December 31 of each year.
- b. For the purpose of the Agreement vacation shall be deemed to commence at 00:00 hours of the first regular working day and end at 24:00 hours of the last regular working day of the vacation period.

12.02 Vacation

- a. All regular Employees with less than 520 hours of service shall accrue vacation pay at the rate of 4% of gross earnings.
- b. All regular Employees with 520 hours or greater of service are entitled to annual vacation leave and annual vacation pay according to their completed years of service calculated from their initial date of hire, in accordance with the following:

Service	Vacation Leave	Vacation Pay
520 hours or greater, but less than two (2) years	2 weeks	4% of gross earnings
Two (2) years or greater, but less than ten (10) years	3 weeks	6% of gross earnings
Ten (10) years or greater, but less than twenty (20) years	4 weeks	8% of gross earnings
Twenty (20) years or greater	5 weeks	10% of gross earnings

- d. Generally, regular Employees shall not be entitled to access vacation pay in excess of the equivalent of five (5) days earnings until it is accrued, except in extenuating, circumstances, pre-approved by the Property Manager.
- e. Vacation pay shall only be accessed in conjunction with vacation leave.
- f. Vacation pay accrual equal to a maximum of one (1) week’s pay may be carried over to the next year at December 31. All vacation pay accrual in excess of this amount shall be forfeited, except in cases where the Employee is prevented by the Company

from taking in excess of two (2) weeks' vacation pay in the current year, or where the Company deems that the Employee was prevented from taking accumulated vacation due to accepted illness or injury, or where otherwise approved at the sole discretion of the Company.

12.03 Scheduling of Vacations

- a. The dates of all vacations are subject to a written request by the Employee and to approval of the appropriate official of the Company.
- b. Employees shall submit a written vacation request for vacation to be taken in each calendar year. For vacation requested between January 1st and April 30th, ten (10) days written notice shall be provided to the appropriate Company official. Written vacation request for the period May 1st to December 31st shall be submitted by March 31st of the year. Employees shall be advised of the approved vacation schedule for this period by May 1st of the year.
- c. Vacation preference shall be awarded based on service seniority within the classification. For the first year the senior Employee in each classification shall receive first choice of vacation period, the second senior Employee shall receive second choice and so on. The second year the senior Employee shall move to the bottom of the list and the second senior Employee shall receive first choice, the third senior Employee shall receive second choice and so on. Vacation preference shall continue to rotate in this manner.
- d. An Employee who does not advise their Department Head of their preferred vacation period before March 31st of the vacation year shall forfeit their right of preference. However, this shall not preclude Employees from exchanging vacation periods where mutually agreed between themselves and the Company. Other changes shall be granted at the Company's discretion.

12.04 Paid Holiday During Vacation

When a paid holiday occurs during an eligible Employee's vacation period, the Employee shall receive holiday pay for this day and shall not have this day deducted from vacation pay or vacation leave.

12.05 Call Back from Vacation

If an Employee is called back to work from their vacation by the Company, the Employee shall be entitled to receive the overtime rate for hours worked and missed vacation leave and pay credited to his/her bank.

12.06 Vacation Pay on Termination

An Employee whose employment is terminated shall be paid any unused and accumulated vacation pay to the date of termination. **Any Employee whose employment is terminated shall have any paid but unaccrued vacation pay recovered from their final pay.**

12.07 Transfer Vacation to Sick Leave

In the event that an Employee is admitted to hospital or has **non-elective** surgery during scheduled vacation, he shall have such vacation time and pay corresponding to the period of hospitalization credited to his vacation bank for use at a later time mutually agreeable to the Employee and the Company. The Company may at its discretion require the Employee to supply an acceptable medical certificate to confirm the period of time that the Employee was admitted to hospital or had **non-elective** surgery.

12.08 Bereavement Leave During Vacation

Only where an Employee's spouse, common-law spouse, brother, sister, parent, parent-in-law, step-parent, child, grandchild, step-child or common-law spouse's child dies **or whose funeral occurs** during the Employee's scheduled vacation shall the Employee be entitled to Bereavement Leave under Clause 15.01 in lieu of scheduled vacation.

Scheduled vacation so replaced by Bereavement Leave shall be rescheduled to a time suitable to both the Company and the Employee.

ARTICLE XIII. GROUP BENEFITS

13.01 Insurance Benefits

- a. Subject to the other provisions of the Article 13.01, the Company agrees to allow regular full-time Employees of the Bargaining Unit to participate in the group benefit plan now in place and applicable to other Employees of the Company.
- b. The Company and its insurers reserve the right, at any time and from time to time, to:
 - 1) terminate coverage in whole or in part;
 - 2) change insurers; and/or
 - 3) change the nature and extent of the coverage, the deductibles for coverage and/or the premiums applicable to coverage.The Company will advise Employees and the Union of any such change or termination. The preceding changes will affect a larger group and would not be limited to only members of this Bargaining Unit.
- c. Notwithstanding Article 13.01 (b), during the term of the Agreement, the Company agrees to share with Employees, on the 45% Employee, 55% Employer basis, the total cost of premiums for insurance benefits that may be in place including health, dental, life, dependent life, accidental death and dismemberment and long-term disability. The Employee's share of the premium shall be put toward long-term disability and the balance applied to the remaining benefits.
- d. It is understood and agreed that where an Employee disagrees with a decision made by an insurer respecting a group benefit plan, including without limitation decision respecting eligibility for coverage or the amount or duration of benefits, such decision or disagreement shall not constitute a difference arising out of the interpretation, application, administration or alleged violation of the Agreement and shall not form the subject of a grievance.

13.02 Group RRSP

- a. The Company agrees to maintain the existing arrangement regarding the Group RRSP. Under this arrangement, a regular full-time Employee may choose to contribute 1%, 2%, or 3% of his/her gross earnings to the Company's Group RRSP. The Company will match the Employee's chosen contribution level. The Employee may choose to make additional voluntary contributions to the Group RRSP above 3% level; however, such voluntary contributions will not be matched by the Employer. Regular full-time Employees hired prior to April 19, 2009 may choose to contribute up to 4% of his/her gross earnings to the Company's Group RRSP, with the Company making a matching contribution up to this level. **Employees last hired prior to September 30, 2001 may choose to contribute up to 5% of his/her gross earning to the Company's Group RRSP, with the Company making a matching contribution to this level.** For the purpose of calculating contributions under Clause 13.02 (a), gross earnings shall exclude overtime.
- b. The Company reserves the right at any time and from time to time, to
 - 1) make changes to the Company offering and administering the Group RRSP;
 - 2) make changes to any administrative processes and procedures related to the Group RRSP excluding contribution and matching levels referenced in Clause 13.02 (a).The Company will advise Employees and the Union of any such change or termination. Any such change under this Article will affect the entire group participating in the plan and would not be limited to only members of this Bargaining Unit.

ARTICLE XIV. SICK LEAVE

14.01 Short-Term Disability

- a. The Company agrees to allow regular full-time Employees of the Bargaining Unit to participate in the short-term disability plan now in place and applicable to other Employees of the Company.
- b. The Company and its insurers reserve the right, at any time and from time to time, to
 - 1) terminate coverage in whole or in part;
 - 2) change insurers and/or
 - 3) change the nature and extent of the coverage.The Company will advise Employees and the Union of any such change or termination. Any such change under this Article will affect the entire group participating in the plan and would not be limited to only members of this Bargaining Unit.
- c. The Company agrees to continue its current practice of paying the full premiums for short-term disability.
- d. It is understood and agreed that where an Employee disagrees with a decision made by an insurer respecting a group benefit plan, including without limitation, a decision respecting eligibility for coverage or the amount or duration of benefits, such decision or disagreement shall not constitute a difference arising out of the

interpretation, application, administration or alleged violation of the Agreement and shall not form the subject of a grievance.

14.02 Sick Leave

The Company agrees to maintain the current benefit level for sick leave. Under this arrangement, Employees have a total of ten (10) sick leave days available for any calendar year. Sick leave days do not accumulate from year-to-year, making ten (10) sick leave days the maximum available in any calendar year.

14.03 Reporting Sick

- a. To qualify for sick leave benefits, an Employee shall report to their immediate supervisor, or other persons previously designated by the Company, at least three (3) hours prior to the start of the shift, or otherwise as soon as reasonably practicable, that the Employee is sick, stating the expected duration of the illness, if possible.
- b. A medical certificate acceptable to the Employer is required for all absences of three (3) days duration or greater. The Company reserves the right to request an acceptable medical certificate for durations of absence of less than three (3) days. The Company shall be responsible for the cost of obtaining a medical certificate where the Company requires detailed functional information to a maximum of twenty-five (25) dollars.

14.04 Medical Assessment

- a. The Company may, for reason only, make a request in writing to an Employee that they provide a medical certificate stating the Employee's functional limitations in order to make a determination regarding fitness for work.
- b. The Company may request that the Employee visit a Medical Practitioner of the Company's choice to ascertain the Employee's functional limitations.
- c. If a conflict of opinion regarding functional limitations exists between the two Medical Practitioners, the Company agrees to consult with the Union before exercising its right to make a decision. The Union reserves the right to grieve.

14.05 Medical and Dental Appointments

Employees shall make every effort to schedule medical and dental appointments outside working hours. Where this is not possible, appointments shall be made so as to minimize absence from work and the Employee shall notify their supervisor of such appointments at least twenty-four (24) hours in advance where possible. The Company may request proof of such appointments provided the request is made prior to the appointment.

ARTICLE XV. LEAVE OF ABSENCE

15.01 Bereavement Leave

- a. In the case of the death of a spouse, common-law spouse, child, grandchild, stepchild, child of a common-law spouse, parent, or step-parent, a bereavement leave of four

- (4) consecutive working days immediately following the day during which the death occurs, with no loss of pay or benefits, shall be granted.
- b. In the case of the death of a brother, sister, grandparent, or parent-in-law, a bereavement leave of three (3) consecutive working days immediately following the day during which the death occurs, with no loss of pay, shall be granted.
 - c. In the case of the death of the Employee's aunt, uncle, brother-in-law, sister-in-law, niece or nephew, a one (1) day leave of absence with no loss of pay or benefits, shall be granted to the Employee to attend the funeral.
 - d. In the event that the funeral in 15.01(a) or 15.01(b) does not occur during the period of leave referenced, one (1) of the referenced days of leave may be reserved for use on the day of the funeral, with no loss of pay or benefits.

15.02 Leave for Court Duty

Leave for duties related to the judicial system shall be granted as per the applicable legislation.

15.03 Leave for Union Business

With reasonable notice, written requests by the Union that an Employee be granted a leave of absence without pay but with maintenance and accumulation of seniority rights for purposes of conducting Union business, may be granted by the Company for such periods of time as may in the opinion of the Company be considered reasonable and permissible under Company operations. Subject to operational exigencies, such leave shall not be unreasonably withheld.

15.04 Leave for Union Conventions

Elected Union officials appointed by the Union to attend any national or international convention shall, upon written request by the Union, be granted the necessary time off, without pay and without loss of rights or benefits established under this Agreement.

15.05 Business Manager's Leave

- a. With reasonable notice, written requests by the Union that an Employee be granted a leave of absence without pay but with accumulation of seniority rights for the purpose of acting as Business Manager or Assistant Business Manager for the Union may be granted by the Company.
- b. Generally, the maximum duration for this type of leave shall be four (4) years; notwithstanding that this duration may be extended by mutual Agreement of the Company and the Union.
- c. Upon returning to the Company, within or after the leave period, if the vacated position has not been eliminated by the Employer, the Employee shall return to their former position in their former area. The returning Employee can displace an Employee with less seniority in their former position in their former area.
- d. Upon returning to the Company, within or after the leave period, if no vacancy or option to bump exists in the former position, the Employee shall be considered laid off. Regardless of the Employee's seniority, the Employee will be given the first right

of recall to that position for a period of six (6) months following the expiry of the leave should that position become vacant during this period. The Employee will be eligible for recall under the normal layoff provisions for any other vacancy that occurs during the eligible recall period.

15.06 Leave for Other Purposes

An Employee desiring a leave of absence without pay and **without accrual of seniority** may be granted leave in so far as regular operations of the Company will permit, providing reasonable written notice is given to the Company. Such leave of absence shall not exceed what, in the opinion of the Company, is a reasonable period of time. Approval of the leave and the conditions of such leave when approved shall be at the sole discretion of the Company.

15.07 Family Emergency Leave

- a. Two days of the Employee's ten (10) sick leave days per calendar year may be used for immediate family or household emergency purposes. For the purpose of this Article, family is defined as spouse or common-law partner, dependent children, parents or any relative in the Employee's household with whom the Employee resides.
- b. The Company reserves the right to request and require objective evidence of the Employee's reasons provided for accessing family and emergency leave. Failure to provide information acceptable to the Company may result in the Employee's request for Family Emergency Leave being denied. Requests for information made under this Article must be reasonable. The Company recognizes that in certain situations evidence may not be available.

15.08 Pregnancy Leave

- a. Pregnancy leave shall be granted in accordance with the Labour Standards Act for the Province of Newfoundland and Labrador unless otherwise stipulated herein.
- b. Requests for pregnancy leave must be in writing to the Property Manager at least fifteen (15) weeks prior to the date of commencement of leave. The request must specify the dates of commencement and termination of the leave. Changes in the requested dates for the leave may be made at any time prior to the commencement of the leave provided that a minimum of two (2) weeks' notice is provided, notwithstanding that the date of commencement may change due to the birth of the child occurring prior to the initially indicated date of commencement and that the Employee may terminate the pregnancy leave prior to the initially indicated date of termination with a minimum of two (2) weeks written notice.
- c. The Employer reserves the right to request a medical certificate acceptable to the Employer to determine that it is safe for the Employee to return to work. Such requests will be made only when reasonable grounds exist.
- d. Group Insurance Benefits shall be continued while on pregnancy leave provided that the Employee will be required to pay her portion of the required premiums by providing postdated cheques for the duration of the leave. Any vacation with pay,

which the Employee is entitled to take in the current vacation year, may be taken immediately following the pregnancy leave.

- e. The period of pregnancy leave shall be considered as time worked for Service and Bargaining Unit Seniority.

15.09 Parental Leave

- a. Parental leave shall be granted in accordance with the Labour Standards Act for the Province of Newfoundland and Labrador unless otherwise stipulated herein.
- b. The period of parental leave shall be considered as time worked for the purpose of calculating Service and Classification Seniority.
- c. Group Insurance Benefits shall be continued while on parental leave provided that the Employee will be required to pay their portion of the required premiums by providing postdated cheques for the duration of the leave.

15.10 Adoption Leave

- a. Adoption leave shall be granted in accordance with the Labour Standards Act for the Province of Newfoundland and Labrador unless otherwise stipulated herein.
- b. Group Insurance Benefits shall be continued while on adoption leave provided that the Employee will be required to pay their portion of the required premiums by providing postdated cheques for the duration of the leave.
- c. Any vacation with pay, which an Employee is entitled to take in the current vacation year, may be taken immediately following the adoption leave.

15.11 Rights upon Return from Pregnancy, Parental or Adoption Leave

The rights of the Employee upon the ending of pregnancy, adoption or parental leave shall be as per the Labour Standards Act for the Province of Newfoundland and Labrador.

ARTICLE XVI. SENIORITY

16.01 Seniority

- a. The Employee's length of employment on a permanent basis with the Company shall be known as Service Seniority and shall be as shown by the records of the Company.
- b. The Employee's length of employment on a permanent basis in a classification shall be known as Classification Seniority and shall be as shown by the records of the Company.
- c. Employees on layoff status shall maintain but shall not accrue Classification and Service Seniority except as noted below.
- d. Service Seniority shall accrue during time on short-term sick leave, Worker's Compensation benefits, long-term disability, vacation, pregnancy leave, parental leave, adoption leave, education leave, approved leaves of absence for Union

business, the first ninety (90) days of a lay-off and approved leaves of absence with pay.

- e. Classification Seniority shall accrue during time on short term sick leave, worker's compensation benefits, long term disability, vacation, pregnancy leave, parental leave, adoption leave, education leave, approved leaves of absence for Union business, the first ninety (90) days of a layoff and approved leaves of absence with pay.
- f. Service and Classification Seniority shall be maintained during time spent on other leaves of absence without pay and layoff subject to Article 16.01 (d) and (e).

16.02 Selection of Employees for Layoff and Recall

- a. Selection of Employees for layoff or recall shall be based upon seniority within the affected classification.
- b. The Company shall maintain a twelve (12) month recall roster and shall notify the Employee of recall. The laid-off Employee is obligated to inform the Company of their current mailing address and telephone number.

16.03 Loss of Seniority

Employees shall lose seniority rights and their employment terminated for any of the following reasons:

- a. voluntarily leaves the Company
- b. discharged for just cause
- c. fails to return to work within ten (10) days of recall from layoff
- d. is on layoff greater than twelve (12) months
- e. is absent without approved leave or a reasonable explanation for a period of three (3) consecutive working days
- f. failure to report to work when required by the supervisor on three (3) separate and distinct occasions within a twelve (12) month period without acceptable reason or where not otherwise permitted by this Agreement or Legislation to refuse the work

16.04 Seniority Roster

The Company shall, not later than the thirty-first of May in each year, prepare and post on its bulletin boards, a roster showing the Service and Classification Seniority of Employees as at the thirty-first day of March of that year. The roster shall be open to protest until the thirtieth day of June of that year and if an Employee considers that an error has been made, they may protest by contacting the local IBEW 1620 office. The IBEW representative shall contact the Company to confirm the correct seniority date. If required the seniority roster will be corrected and a corrected roster shall be posted.

16.05 Temporary Assignment to Management

Employees, temporarily assigned to a managerial position, shall continue to accrue seniority provided that:

- a. The period of the temporary duties not exceed one (1) year and
- b. The Employee is returned to the Bargaining Unit for a period of not less than one (1) month before they are assigned further duties in a managerial position.

The Company shall continue to deduct and remit Union Dues, in the name of the Employee, for the entire duration of the temporary assignment.

In the event that the Employee does not return from the temporary assignment as per a) and b) above, they shall forfeit their Bargaining Unit seniority and shall forfeit all rights to return to the Bargaining Unit other than as an external applicant for a job posting.

ARTICLE XVII. JOB POSTINGS

17.01 Job Posting

- a. In the event that the Company determines that a vacancy is to be filled within the Bargaining Unit, the Company shall post a notice of the position, which shall describe the position, the qualifications required and the closing date for applications. Such notice shall be of duration of not less than seven (7) calendar days.
- b. Employees on leaves of absence shall be notified of the job posting by mail.
- c. The name of the successful candidate shall be communicated to members of the Bargaining Unit within seven (7) calendar days of the appointment of the successful candidate.
- d. Standard job descriptions shall be written for each classification. The Company may revise the standard job description from time to time, as it deems necessary and shall forward copies to the Union office. The revised job description shall then be used for future job postings.
- e. Applications for posted positions must be made in writing to the Property Manager or designate by 5 p.m. on the closing date for the position.

17.02 Job Selection

- a. Employees shall be selected for positions on the basis of qualifications, skills, ability and work performance. In the event that the qualification, skills and abilities of the applicants are equal, appointment shall be made on the basis of seniority.
- b. An Employee who is assigned a position through the job posting procedure outlined in this article shall be given up to a ninety (90) working day trial period in which to demonstrate satisfactory performance of the duties of the position. Failing satisfactory performance of the duties, he shall be returned to his former position without loss of classification seniority. The trial period may be extended with the mutual agreement of the Company and the Union.

17.03 Probation

- a. Subject to extension pursuant to 17.03 (b), an Employee newly hired into the Bargaining Unit shall serve a probation period of 520 hours worked. During the first

260 hours worked in this probationary period, the probationary Employee shall have no rights under this agreement other than access to the safety clothing allowance and otherwise as expressly stated herein. At any time prior to the completion of such period the Employer for reasons of unsuitability or incompetence, as determined by the Employer in its sole discretion may terminate the employment of a probationary Employee. Such dismissal shall not form the subject of a grievance, does not constitute discipline and does not constitute a difference between the parties to or persons bound by this Agreement or on whose behalf it was entered into.

- b. Without limiting the interpretation or application of 17.03 (a), the Employer shall have the right but not the obligation to propose the extension of an Employee's probation period for up to an additional 520 hours worked. If the Union agrees, in writing, to such an extension, then for the purposes of 17.03 (a) the probation period for that Employee shall be deemed not to be completed until the expiry of the time by which the original probation period was extended. If the Employer or the Union do not agree to such an extension, then the rights of the Employer under 17.03 (a) are preserved and the Employee may be dismissed as contemplated therein.

17.04 Temporary Assignment

Where an Employee is temporarily assigned by the Company to a classification paying a lower rate the Employee shall be paid at their regular rate. Where an Employee is temporarily assigned by the Company in a classification paying a higher rate for a period of time in excess of four (4) hours, the Employee will be paid at the higher rate for all time actually worked in that classification.

17.05 Request for Reclassification

An Employee may, for personal reasons, request a transfer to a lower paying classification. The Company, at its sole discretion, may approve such a request. The transfer, if approved, would only occur at the time that the Company identifies a vacancy in the requested classification. If such request is granted, the Employee shall be paid at the rate for the requested classification.

ARTICLE XVIII. (18) RESPECTFUL WORKPLACE

- a. Both the Company and the Union acknowledge the relevance of all aspects relating to employment of the Human Rights Code for the Province of Newfoundland and Labrador.
- b. No Employee shall be discriminated against due to membership in the Union or participation in lawful activity for the Union.
- c. Both the Company and the Union recognize the right of Employees to work in an environment free of harassment and are committed to creating and maintaining a work environment where harassment does not exist. All individuals shall be treated with dignity and afforded the right to work in an atmosphere free of intimidation

and abuse. The Company shall maintain an up-to-date policy on harassment in the workplace, a copy of which shall be made available to the Union and all Employees.

ARTICLE XIX. (19) DISCIPLINE AND DISCIPLINARY RECORDS

- a. An Employee may be discharged or otherwise disciplined for just cause.
- b. Where disciplinary action may be administered to an Employee by a supervisor, the Employee may request that a Shop Steward be present. This includes the disciplinary meeting itself as well as any pre-disciplinary investigative meeting that may be required. **The failure of the Union to provide a Steward in a timely manner shall not hinder the Company's right to investigate alleged misconduct.** The Company shall provide the Employee advance notice of the meetings. **If discipline is to be administered and a Shop Steward cannot be provided, a Union Representative from local 1620 will be made available.** Where disciplinary action is taken the Company shall place a record of such action in the Employee's personnel file and give a copy to the Employee. A space shall be provided on the document for the Employee to sign. The space shall clearly indicate that the Employee is signing only to indicate receipt of the document. If the Employee so wishes, they may respond to the record and such response will be attached to the record and placed in the Employee's personnel file.
- c. Formal discipline contained on an Employee's file, including records on file prior to the first Collective Agreement signed following the certification order of April 18, 2005, shall, at the Employee's request, be removed from the file after a period of twenty-four (24) months from the date of inclusion on the file, provided no further related discipline is issued in that period. This Article shall apply only to formal forms of discipline and excludes all other documents related to performance management. The disciplinary record removed from the file will be returned to the Employee within ten (10) calendar days of its removal.
- d. The Company shall maintain only one personnel file for each Employee. Employees shall have the right to view and obtain a copy of their personnel file by making arrangements directly with their supervisor. Files shall only be reviewed in the presence of a management representative from the Company. Where it is demonstrated that the information contained in a file is incorrect, the appropriate correction shall be made. The Company shall execute the request within ten (10) calendar days.

ARTICLE XX. GRIEVANCE PROCEDURE

20.01 Grievance Steps

The parties hereto have adopted the following procedures in keeping with their mutual desire that differences shall be resolved as quickly as possible.

- a. **Step 1.** An Employee shall, in the presence of his/her Shop Steward if requested, verbally discuss a grievance with the Facilities Manager within four (4) days after circumstances giving rise to the grievance or within four (4) days of the Employee becoming aware of these circumstances. The facilities manager shall reply to the Employee with two (2) days. Decisions rendered at this Step 1 are solely for the purpose of resolving the grievance and shall not be considered to set a precedent or binding upon any other grievance or dispute.
- b. **Step 2.** Failing settlement at step one, the grievance shall be submitted to the Property Manager in writing within four (4) days of the Employee's receipt of the Facilities Manager's response at Step 1, or where no decision was rendered, within four (4) days after the expiry of the time for doing so. The written grievance shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated and the remedy sought. The Property Manager shall render a written decision within four (4) days of receipt of the grievance.
- c. **Step 3.** Failing settlement at Step 2, the grievance shall be referred to a meeting of the Property Manager and a Union Official within five (5) days after receiving the decision at Step 2, or where no decision was rendered, within five (5) days after the expiry of the time for doing so. The meeting shall take place within ten (10) days after receipt of the grievance at Step 3, or within such other time as may be mutually agreed by the Union and the Company.

20.02 Policy Grievances

The Union shall file a policy grievance with the Property Manager within five (5) days after the circumstances giving rise to the grievance have occurred or after the Union became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated and the remedy sought. Such grievance shall start at Step 2 of the procedure set out in Clause 20.01.

20.03 Employer Grievances

The Employer shall file a grievance with the Union within five (5) days after the circumstances giving rise to the grievance have occurred or after the Employer became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated and the remedy sought. A meeting shall be held between the Property Manager and the representative of the Union with 10 days after the receipt of the grievance by the Union.

20.04 Referral to Arbitration

In the event that a grievance is not resolved pursuant to Clauses 20.01, 20.02, 20.03, the grieving party shall, by written notice to the other party given within 10 days after the date of the meeting, or where no meeting was held, within 10 days after the expiry of the time for conducting such meeting, refer the matter to arbitration in accordance with Article 20.

20.05 Mediation

The parties may agree at any point prior to Clause 20.04 to bring an unresolved matter to Preventative Mediation through the Department of Labour for the Province of Newfoundland and Labrador in an effort to resolve the grievance. If the parties do not agree to proceed to mediation, or if the matter is not resolved at mediation, the matter may then still proceed as per Clause 20.04.

20.06 Arbitration

- a. Upon receipt of notice of arbitration pursuant to Clause 20.04, the parties shall endeavor to agree to the appointment of a sole arbitrator. Where the parties cannot agree on such appointment, the grieving party shall, within ten (10) days after the receipt of the notice of arbitration, apply to the Minister of Labour for the appointment of an arbitrator.
- b. The arbitrator appointed pursuant to Clause 20.06 (a) shall make a decision on the grievance that is final and binding upon the parties and upon the persons on whose behalf this Agreement was made. The Arbitrator shall not have any power to alter, change, add to or detract from this Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms of this Agreement.
- c. Each of the parties shall pay an equal share of the fees and expenses of the arbitrator.

20.07 Definition of “Day” for the purpose of the Grievance Procedure

- a. In Calculating the time limits set out in this Article, the day during which the incident giving rise to the grievance occurs, or the day during which the party becomes aware of the incident giving rise to the grievance, shall be excluded.
- b. In calculating the time limits set out in this Article, Saturdays, Sundays and Paid holidays listed in this Agreement shall be excluded.

20.08 Nature of Time Limits

- a. The time limits set out in this Article are mandatory. Unless extended pursuant to Clause 20.08 (b), the failure to commence a grievance, advance a grievance to the next step, advance a grievance to arbitration, or to seek the appointment of an arbitrator by the Minister of Labour, within the time limits specified, shall constitute abandonment.
- b. The parties may, by consent evidenced in writing, extend a time limit set out in this Article on such terms as they may agree.

20.09 Grievance, Probationary Employees

Probationary Employees working with the **first 260 hours of the** probationary period shall **not** have the right to grieve any matter including termination. **Probationary Employees with more**

than 260 hours worked within the probationary period shall have the right to grieve any matter including termination for reasons other than unsuitability or incompetence.

ARTICLE XXI. CHANGE BY CONSENT

The parties of this Agreement may by consent in writing at any time while the Agreement is in force, to vary, cancel, or substitute other provisions for any provision in the Agreement other than provisions relating to the term of this Agreement.

ARTICLE XXII. DURATION OF AGREEMENT

This Agreement shall be effective for a period from the date of execution of the Collective Agreement to April 17, 2019 and shall be automatically renewed from year to year unless notice is given by either party of their desire to terminate or amend this Agreement, provided that such notice is given during the period from sixty (60) to thirty (30) days prior to April 17, 2019, or the annual renewal date thereafter.

For the "Company"

For the "Union"

Date

Date

International Brotherhood of Electrical Workers Local 1620
And
McCor Management (East) Incorporated

In Witness thereof the Parties have executed this Agreement on the 12th day of July, 2016, in the City of St. John's Newfoundland. All benefits will be effective from April 18th, which was the expiry date of the previous Collective Agreement.

McCor Management (East) Inc.

IBEW Local 1620, St. John's NL

Justin Abbott
Regional Property Manager

Don Murphy
Business Manager IBEW

Ron Pope
Operations Manager

Dianna Ryan
Utility Representative Local 1620

SCHEDULE A – CLASSIFICATIONS IN BARGAINING UNIT

The Bargaining Unit shall consist of Employees of McMor Management (East) Inc. employed at commercial real estate holdings in the City of St. John's, Newfoundland and Labrador, save and except for non-working supervisors and those above the rank of non-working supervisor.

Classification titles for those Employees covered by the above description shall be defined as:

- Day Porter/Cleaner
- Maintenance Person
- Senior Maintenance Person

WAGES

Effective April 18, 2016

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Top of Scale</u>	<u>Stand-by</u>
Day Porter/Cleaner	\$13.83	\$14.50	\$15.17	
Maintenance Person	\$14.83	\$15.49	\$16.17	\$150/wk.
Senior Maintenance Person	\$19.20	\$19.86	\$20.70	

Effective April 18, 2017

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Top of Scale</u>	<u>Stand-by</u>
Day Porter/Cleaner	\$14.08	\$14.75	\$15.42	
Maintenance Person	\$15.08	\$15.74	\$16.42	\$150/wk.
Senior Maintenance Person	\$19.45	\$20.11	\$20.95	

Effective April 18, 2018

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Top of Scale</u>	<u>Stand-by</u>
Day Porter/Cleaner	\$14.33	\$15.00	\$15.67	
Maintenance Person	\$15.33	\$15.99	\$16.67	\$150/wk.
Senior Maintenance Person	\$19.70	\$20.36	\$21.20	

Each regular full time Employee who is an Employee of the Company on April 18, 2019 shall receive a lump sum payment of \$500.00 less statutory deductions. This amount shall be pro-rated for any Employees hired after April 18, 2016.

Appendix A

Letter of Agreement
Between
McCor Management (EAST) Inc.
(hereinafter referred to as "the Employer")
and
IBEW Local 1620
(hereinafter referred to as "the Union")
In the matter of the

Clothing

Signed this 11th day of May, 2016
at St. John's, Newfoundland and Labrador

Whereas the parties have agreed to a new tentative collective agreement and;

Whereas, during collective bargaining, the Employer notified the Association of its intent to change a past practice with respect to the issuance of clothing;

Therefore, the Parties agree to the following on a without prejudice basis:

1. Effective upon ratification of this collective agreement, the Employer shall no longer issue new clothing to employees on an annual basis.
2. A new process shall be adopted wherein employees shall have worn or damaged clothing replaced on an as needed basis upon the return of the old article of clothing provided their Supervisor agrees that the article requires replacement.
3. All employees as of the date of ratification shall be issued with one (1) spring coat within thirty (30) working days of ratification.
4. All new hires shall be issued with an initial clothing allotment of five (5) shirts, five (5) pairs of pants, one (1) set of rain gear, one (1) winter coat and one (1) spring coat upon the successful completion of their probationary period.

FOR THE EMPLOYER

FOR THE Union

Appendix B

Letter of Agreement
Between
McCor Management (EAST) Inc.
(hereinafter referred to as “the Employer”)
and
IBEW Local 1620
(hereinafter referred to as “the Union”)
In the matter of the

Article 12 Vacation

Signed this 11th day of May, 2016
at St. John’s, Newfoundland and Labrador

Whereas the parties have agreed to a new tentative collective agreement and;

Whereas, during collective bargaining, the Employer notified the Association of its intent to change a past practice with respect to the carryover of accrued vacation and;

Whereas the Parties recognized that this decision could pose scheduling challenges for some employees;

Therefore, the Parties agree to the following on a without prejudice basis.

1. All employees who carried over less than ten (10) days’ vacation into 2016 shall be allowed to carry over up to five (5) days’ vacation into 2017 in accordance with Article 12.02 (f) of the collective agreement. Any unused vacation over and above the limit permitted by clause 12.02 (f) of the collective agreement as at December 31, 2016 shall be forfeit.
2. All employees who carried over ten (10) days or more vacation into 2016 shall have their carryover surplus (2016 carryover – 5 days/2) reduced by half as of December 31, 2016. The Company shall make reasonable efforts to accommodate vacation requests from said

employees. Any unused vacation over and above the surplus permitted by this clause as at December 31, 2016 shall be forfeit.

- 3. All employees affected by clause 2 above shall be allowed to carry over up to five (5) days' vacation into 2018 in accordance with Article 12.02 (f) of the collective agreement. The Company shall make reasonable efforts to accommodate vacation requests from said employees. Any unused vacation over and above the limit permitted by clause 12.02 (f) of the collective agreement as at December 31, 2017 shall be forfeit.

FOR THE EMPLOYER

FOR THE UNION

