

SOURCE	Unit		
EFF.	98	12	04
TERM.	2001	03	31
No. OF EMPLOYEES	2000		
NOM. RE D'EMPLOYES	2000		

**COLLECTIVE AGREEMENT**

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND  
(REPRESENTED HEREIN BY-THE TREASURY BOARD)**

**AND**

**THE NEWFOUNDLAND AND LABRADOR HEALTH CARE  
ASSOCIATION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCALS  
488, 641, 879, 990, 1568, 1581,  
1644, 2574**

**Signed:** December 4, 1998—

**Expires: March 31, 2001**

**RECEIVED**  
MAR 18 1999

*ADM 25-Jul-00*

*05374(08)*

**THIS AGREEMENT made this 4<sup>th</sup> day of Dec. Anno Domino One Thousand Nine Hundred and Ninety-Eight.**

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND  
represented by the Treasury Board;**

**AND**

**THE NEWFOUNDLAND AND LABRADOR HEALTH CARE  
ASSOCIATION, on behalf of all hospitals and agencies as listed in Schedule  
"C"**

**of the one part;**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, and its locals - 488, 641,  
879, 990, 1568, 1581, 1644, 2574**

**of the other part**

COLLECTIVE AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND  
(REPRESENTED HEREIN BY THE TREASURY BOARD)

**AND**

THE NEWFOUNDLAND AND LABRADOR HEALTH CARE  
ASSOCIATION

**AND**

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCALS  
**488, 641, 879, 990, 1568, 1581,  
1644, 2574**

**Signed:** *December 4, 1998*

**Expires:** March **31, 2001**

## INDEX

ARTICLE NUMBER		PAGE NUMBER
1	Preamble	1
2	Management Rights	2
3	Recognition	3
4	No Discrimination	4
5	Union Security	5
6	Check-Off of Union Dues	5
7	The Employer and the Union Shall Acquaint New Employees	5
8	Correspondence	6
9	Labour Management Committee	6
10	State of Emergency Due to Weather Conditions	7
11	Grievance Procedure	8
12	Arbitration	10
13	Probation, Discharge, Suspension and Discipline	12
14	Seniority	14
15	Promotions and Staff Changes	16
16	Layoff and Recall	19
17	Hours of Work and Work Schedule	22
18	Overtime	25
19	Shift Work	27
20	Holidays	28
21	Vacations	30
22	Sick Leave	33
23	Leave of Absence	36
24	Payment of Wages and Allowances.	40
25	General Interpretation	43
26	Employee Benefits	43
27	Technological Change	44
27A	Technological or Other Change	45
28	Contracting Out	46
29	Uniform and Clothing Allowance	46
30	General Conditions	47
31	Continuation of Acquired Rights	49
32	Copies of Agreement	49
33	Severance Pay	49
34	Personal Loss	50
35	Duration of Agreement	50

SCHEDULE A	Salaries	53
SCHEDULE A	Classifications in <b>HS</b> Bargaining Unit	66
SCHEDULE A-1	Classifications in <b>HS</b> Bargaining Unit - St. Patrick's Mercy Home	72
SCHEDULE B	Items to be Supplied to Personnel	73
SCHEDULE C	Employers Covered by this Agreement	74
SCHEDULE D	Summary of Group Insurance Benefits	75
SCHEDULE E	The Classification Review and Appeal Process	83
SCHEDULE F	Pay Equity Agreement	88
SCHEDULE G	Labrador Benefits Agreement	92
SCHEDULE H	Transition Agreements	96
SCHEDULE I	Number of Weeks of Pay in Lieu of Notice	132
SCHEDULE J	Memorandum of Understanding (Application of Master Agreement Language)	133

Letters

Escort Duty	136
Summer Scheduling	137
Parking Facilities	138
Shift Differential	139
Vacation of Short Duration	140
Day Care Centres	141
Scheduling	142
Bargaining Unit	143
Part-Time Employees Working Additional Shifts	144
<b>CUPE</b> Laboratory and X-Ray Salary Scales	145
Pagers	146
Sick Leave Control Policy	147
Job Posting	148
Classification Review of Trades Personnel	149
Seniority by Number	150
Pay Equity	151
Promotions and Staff Changes	152
St. John's Nursing Home Board	153

## Article 1 - Preamble

**\*The respective transition agreements have to be read in conjunction with the collective agreement.**

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

- (1) To maintain and improve harmonious relations and settled conditions of employment among the Employer, the employees, and the Union.
- (2) To **recognize** the mutual value of joint discussion and negotiations.
- (3) To encourage efficiency in operation to the end that the patients/residents of the hospital shall be well and efficiently served.

and whereas the parties of this Agreement desire to improve the quality of patient/resident care in the hospital and to promote the morale, well being and security of the employees.

Now, therefore, the parties agree as follows:

1.02 For the purpose of this Agreement:

- (a) "**Administrator**" - The Chief Executive Officer of a hospital or the official **authorized** by him to act on his behalf.
- (b) "**Bargaining Unit**" means the bargaining unit **recognized** in accordance with clause 3.01.
- (c) "**Classification**" means the identification of a position by reference to a class title and pay range number.
- (d) "**Day of Rest**" means a twenty-four (24) hour calendar day on which the employee is not ordinarily required to perform the duties of his position other than:
  - (i) a designated holiday
  - (ii) a calendar day on which the employee is on leave of absence.
- (e) "**Day**" means a working day unless otherwise stipulated in this Agreement.
- (f) "**Demotion**" means an action which causes the movement of an employee from his existing classification to a classification carrying a lower pay range number.
- (g)
  - (i) "**Employee**" means a person included in the bargaining unit who is employed by the Employer for remuneration.
  - (ii) "**Part-time employee**" means a person who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
  - (iii) "**Permanent employee**" means a person who has completed his probationary period and is employed without reference to any specific date of termination of service.
  - (iv) "**Temporary employee**" means a person who is employed for a specific period or for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work.
- (h) "**Employer**" means a hospital listed in Schedule "C" represented herein by the Newfoundland and Labrador Health Care Association.
- (i) "**Holiday**" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.

- (j) **“Hospital”** means a hospital, home, institution or any agency listed in Schedule “C”.
- (k) **“Layoff”** means the termination of employment of an employee because of lack of work or because of the abolition of a post.
- \***(l) “Month of Service”** means:
  - (i) a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty **(20)** working days.
  - 8 & 1/3 \***(ii) Twelve Hour Shift**  
a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of one hundred and fifty **(150)** working hours.
- (m) “Promotion”** means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from his existing classification to a classification carrying a higher pay range number.
- (n) “Position”** means the duties and responsibilities designated by the Administrator to be performed by the employee.
- \***(o) “Shift”** means:
  - (i) the normal consecutive working hours scheduled for each employee which occurs in any twenty-four **(24)** hour period. In each twenty-four **(24)** hour period, there will normally be three **(3)** shifts, viz, day, evening, and night. The first shift of each day shall commence at **0001** hours.
  - \***(ii) Twelve Hour Shift**  
the normal consecutive work hours scheduled for each employee which occurs in any twenty four **(24)** hour period. In each twenty four **(24)** hour period there will normally be two **(2)** shifts viz day and night. The day shift shall commence at **0800** hours and the night shift shall commence at **2000** hours.
- (p) “Vacancy”** means an opening which is either permanent, part-time or of the temporary nature (for more than sixteen **(16)** weeks as outlined in clause **15.03**).

## **Article 2 - Management Rights**

**2.01** The Union **recognizes** and agrees that all the rights, powers, and authority both to operate and manage the institution under its control and to direct the working forces is vested exclusively with the employer except as specifically abridged or modified by the express provisions of this Agreement.

Should a question arise as to the exercise of management’s rights in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the grievance and arbitration procedure.

## **Article 3 - Recognition**

### **3.01 Bargaining Unit**

- (a) The employer **recognizes** the Union as the sole and exclusive bargaining agent for all employees in the **classifications** listed in Schedule "A" but excluding from those classifications, employees in the positions as outlined in schedule "A-1".
- (b) Part-time and temporary employees shall be included in the bargaining unit.

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

- (a) Persons who are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting/ emergencies,, or when regular employees are not available and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employees.
- (b) In accordance with clause **3.02(a)**, it is agreed that:
  - (i) Volunteers will not be used to reduce the hours of work or pay of bargaining unit employees. The Union and the Employer shall meet and discuss guidelines for the use of volunteers.
  - (ii) On-the-job trainees will only work at work which would not ordinarily be done by hiring extra employees and the hours of work or pay of bargaining unit employees will not be reduced.
  - (iii) The Employer will discuss make work projects with the Union prior to their implementation.
  - (iv) The principle of positions with overlapping functions such as Nurses and Licensed Practical Nurses shall be maintained.

### **3.03 No Other Agreement**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative which may conflict with the terms of this Collective Agreement.

### **3.04 Union Access**

- (a) Employees shall have the right at any time to have the assistance of a full-time representative(s) of the Union on all matters relating to Employer-employee relations. Union representative(s) shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances shall not absent themselves from work except with permission from their Supervisor, and such permission will not be unreasonably withheld.
- (b) Permission to hold meetings on the premises shall in each case be obtained from the Administrator and such meetings shall not interfere with the operation of the Employer.

### **3.05 New Classification**

When new classifications are developed in the hospital the Employer agrees to consult with the Union as to whether such classifications should be included in the bargaining



unit. Should the parties be unable to agree, the matter shall be referred to the Labour Relations Board for adjudication.

### 3.06 Employee-Rights

Notwithstanding anything contained in this Agreement, an employee may present a personal complaint to his Employer.

## Article 4 - No Discrimination

### 4.01 Employer Shall Not Discriminate

(a) The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, assignment of work, or otherwise by reason of age, race, creed, **color**, national origin, political, or religious affiliation, sex, mental and physical disability, or marital status, nor by reason of his membership or activity in the Union.

### (b) Occupational Qualifications

Notwithstanding clause 4.01(a) above, the Employer shall be permitted to hire employees on the basis of a bona fide occupational qualification if first mutually agreed by the union. If no mutual agreement can be reached, the matter shall be referred to the Human Rights Commission for resolution before the job is posted.

### 4.02 Sexual Harassment

(a) Both the Employer and the Union consider sexual harassment to be reprehensible and are committed to maintaining an environment in which sexual harassment does not exist.

(b) The Employer and the Union **recognize** the right of employees to work in an environment free **from** sexual harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the sexual harassment ceases. The victim shall be protected from repercussions which may result from his complaint.

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

(d) Sexual harassment is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one **(1)** time basis or a series of incidents, however, minor. It is unsolicited, one sided and/or coercive. Both males and females may be the victims of sexual harassment. Sexual harassment may involve favours or promises of favours or advantages in return for submission to sexual advances or, alternatively, the threat of reprisal for refusing. Sexual harassment can be expressed in a number of ways which may include:

unnecessary touching or patting,  
suggestive written remarks or sexually aggressive remarks,

3a1

leering (suggestive staring) at a person's body,  
demand for sexual favours,  
compromising invitations, and/or  
physical assault.

## **Article 5 - Union Security**

### **5.01 Membership Requirements**

All employees of the Employer as a condition of continued employment shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union.

### **5.02 New Members**

All new employees shall, as a condition of employment, become and remain members in good standing of the Union from the date of hiring.

*Ac 2*

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

### **6.01 Check-off Payments**

The Employer shall deduct from every employee coming within the bargaining unit the monthly dues and initiation fees of the Union.

*Ac*

### **6.02 Deductions**

Deductions shall be forwarded to the (Local Union) Secretary-Treasurer or the Treasurer of the Union not later than the **15th** day of the month. The Employer will forward the Union with the first dues deductions cheque following the signing of the Agreement a list which shows the employee's full name and social insurance number and/or payroll number. Each month thereafter a list showing additions and deletions will be forwarded with the dues deduction cheque.

### **6.03 T4 Slips**

The Employer agrees that when issuing **T4** slips the amount of membership dues paid by an employee to the Union during the previous taxation year will be recorded on his **T4** statement.

### **6.04 Deductions to be Made**

The union shall inform the Employer of the **authorized** deduction to be made.

## **Article 7 - The Employer and the Union Shall Acquaint New Members**

### **7.01 Acquaint New Employees**

The Employer agrees to acquaint new employees with the fact that the Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues check-off.

### **7.02 Interviewing Opportunity**

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30)

minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership. Where possible, such interviewing will take place on a group basis during the orientation program for new employees. The steward or representative will provide the new employee with a copy of the Collective Agreement. The Employer will encourage all new employees to attend the interview with the union representative.

### 7.03 Confirmation of Employee Status

An employee upon hire or recall from layoff will be given a letter of appointment which shall state their type of employment status, e.g. permanent employee, temporary employee or part-time employee.

*Je ne mettrai pas 654  
Car à 9.02 (2) et (3) il  
est mentionné NOT grievance  
or negotiations.*

*A  
8. je mettrai soit 651 ou  
656 (voir 9.02 (2)) 5374*

Employee the letter of appointment shall state the date expected period of employment.

Employee the letter of appointment shall set out the hours required to work either daily or weekly as the case may

issues arising out of this Agreement or incidental administrator or his designated representative, and the

## Article 9 - Labour Management Committee

### 9.01 Establishment of Committee

A Labour Management Committee shall be established consisting of four (4) representatives of the Union and an equal number of representatives of the Employer. The numbers may be reduced by mutual agreement between the parties. The Employer shall be duly notified in writing as to the names of the Union representatives selected.

### 9.02 Functions of Committee

The Committee shall concern itself with the following general matters:

- (1) Promoting safety and sanitary practices;
- (2) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- (3) Other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

### 9.03 Meetings of Committee

The Committee shall meet at least once each month, at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent. The Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

624

**9.04 Chairperson of the Meeting**

The meetings of the Committee shall be chaired alternately by the Employer's representative and the Local Union representative.

**9.05 Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson as promptly as possible after the close of the meeting. Each party shall receive four (4) copies of the minutes **within** seven (7) days following the meeting.

**9.06 Jurisdiction of Committee**

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussion. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

**9.07 Labour Management Committee**

The Administrator and the local President will endeavour to attend Labour Management Committee meetings.

**Article 10 - State of Emergency Due to Weather Conditions**

**10.01 Adverse Weather Conditions - State of Emergency**

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

- (i) All employees are required to report for duty as scheduled.
- (ii) When an employee through no fault of his own is unable to report for work because of a declared state of emergency, such employee shall suffer no loss in pay or other benefits, nor shall he be required to make up, in any way, for time lost due to not reporting for work. 11 d 2
- (iii) Notwithstanding **10.01 (i)** above, the Employer reserves the right to close down or reduce staffing levels in any department(s) in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of **10:01 (ii)** above.
- (iv) An employee who worked during the emergency will be paid at the rate of time and one-half (**1 1/2**) for all hours worked.

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

**10.02 Adverse Weather Conditions**

When an employee through no fault of his own is unable to report for work due to adverse weather conditions other than those referred to in clause **10.01 (ii)** above, he may be allowed the opportunity to proceed on annual leave or time owed provided he has such leave or time to his credit. In the event an employee has no leave to his credit, then he can borrow annual leave from next year's leave.

**Article 11 - Grievance Procedure**

**11.01 Definition of Grievance**

A grievance shall be **defined** as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.

**11.02 Prompt Procedure**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the union Stewards to assist any employee in preparing and presenting his grievance in accordance with the grievance procedure.

**11.03 Shop Stewards**

The Employer **recognizes** the right of the Union to appoint or elect Shop Stewards on the following basis:

900-999 employees	18 Shop Stewards
800-899 employees	17 Shop Stewards
700-799 employees	16 Shop Stewards
600-699 employees	15 Shop Stewards
500-599 employees	14 Shop Stewards
400-499 employees	12 Shop Stewards
300-399 employees	10 Shop Stewards
200-299 employees	8 Shop Stewards
100-199 employees	6 Shop Stewards
Less than 100 employees	4 Shop Stewards

**11.04 Names of Stewards**

The union shall notify the Employer in writing of the name of each Shop Steward and the department(s) he represents before the Employer shall be required to **recognize** him.

**11.05 Processing: of Grievances**

Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the employer's representative.

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**11.06 Permission to Leave Work**

It is agreed that Shop Stewards will not absent themselves from their departments for the purpose of handling grievances without first obtaining permission of the Shop Steward's supervisor and that permission will not be unreasonably withheld.

**11.07 Settling of Grievances**

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

**Step 1** The aggrieved employee shall within six **(6)** calendar days after becoming aware of the occurrence of the grievance, submit his grievance to the Shop Steward or in the absence of his Shop Steward, another Shop Steward may process the grievance.

**Step 2** If the Steward considers the grievance to be justified, the employee concerned together with the Shop Steward, may within seven (7) calendar days following receipt of the grievance, submit his grievance in writing to the employee's supervisor outlining the alleged violations and redress sought. An earnest effort shall be made by all parties to settle the grievance at step 2.

**Step 3** Failing satisfactory settlement within four (4) calendar days after the dispute was submitted under Step 2, the Steward, within a further five (5) calendar days, will submit to the Department Head or Personnel Officer as the case may be, a written statement of the particulars of the grievance and redress sought. The Department Head and/or Personnel Officer shall render his decision within six (6) calendar days of receipt of such notice.

**Step 4** Failing settlement being reached in Step 3, the shop steward assisted by another shop steward shall within seven (7) calendar days submit the grievance to the Administrator who shall render his decision within nine (9) calendar days of receipt of such notice.

**Step 5** Failing settlement being reached in Step 4, either party may refer the dispute to arbitration within fifteen (15) calendar days of the Administrator's decision in Step 4. All time limits in the grievance and arbitration procedure shall be exclusive of the paid holidays as outlined in clause 20.01.

#### **11.08 Policy Grievance**

Where a dispute arises involving a question of general application or interpretation of this Agreement, the Union or the Employer may initiate a grievance and the parties may mutually agree to by-pass Steps 1, 2, and 3 of clause 11.07.

#### **11.09 Union May Institute Grievances**

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

#### **11.10 Replies in Writing**

Replies to grievances stating reasons shall be in writing at all steps, except Step 1.

#### **11.11 Facilities for Grievance Meetings**

The Employer shall supply the necessary facilities for the grievance meetings.

#### **11.12 Mutually Agreed Changes**

Any mutually agreed changes to this Collective Agreement made in accordance with clause 35.02 shall form part of this Collective Agreement and are subject to the grievance and arbitration procedures.

#### **11.13 Technical Objections to Grievances**

No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical, or similar technical error, or by the inadvertent omission of a step in the grievance procedure.

## **Article 12 - Arbitration**

### **12.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within fifteen (15) calendar days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then meet to select an impartial chairperson.

### **12.02 Failure to Appoint**

If the party receiving the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a chairperson, within the fourteen (14) calendar days of their appointment, the appointment shall be made by the Minister of Employment and Labour Relations upon the request of either party.

### **12.03 Board Procedure**

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure. It shall hear and determine the difference or allegation and render a decision within fourteen calendar (14) days from the date of the arbitration hearing.

### **12.04 Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

### **12.05 Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within seven (7) calendar days.

### **12.06 Expenses of the Board**

Each party shall pay:

- (1) The fees and expenses of the nominee it appoints.
- (2) One-half (1/2) of the fees and expenses of the Chairperson.

### **12.07 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual agreement between the parties.

### 12.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

### 12.09 Single Arbitrator

The parties may mutually agree to the substitution of a single Arbitrator for an Arbitration Board, in which event the foregoing provisions of clauses **12.03, 12.04, 12.05, 12.06 (2), 12.07, and 12.08**, and the provisions of Article **13.02** shall apply equally to a single arbitrator where reference is made to an Arbitration Board.

### 12.10 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.

### 12.11 Expedited Arbitration

Subject to agreement of both parties, a form of expedited arbitration one (1) or two (2) may be used following Step 4 of the Grievance Procedure. The particulars are as follows:

#### Expedited 1

- (1) In any dispute of interpretation or application of the collective agreement, the parties agree to submit a written brief only detailing the arguments of the respective parties to a single Arbitrator within fifteen (15) calendar days of the written response of the Administrator in Step 4 of the Grievance Procedure.
- (2) The single Arbitrator must be agreed to by both parties within seven (7) calendar days of the Administrator's written response and the appointed Arbitrator must be willing to render a verbal decision within two (2) calendar days following receipt of the written brief from each party.
- (3) Decisions will be non-precedental and without prejudice of any subsequent grievance of a similar nature.

#### Expedited 2

- (1) In any dispute of interpretation or application of the collective agreement, the parties agree to submit a written brief and present oral arguments to a single arbitrator within twenty (20) calendar days of the written response of the Administrator in Step 4 of the Grievance Procedure.
- (2) The single Arbitrator must be agreed to by both parties within seven (7) calendar days of the Administrator's written response and the appointed Arbitrator must be willing to render a written decision within twenty (20) calendar days following presentation of written briefs and oral arguments of each party.
- (3) The single Arbitrator may, for the purpose of their clarification, request the appearance of witnesses for questioning at the time for the hearing or during the decision period when an additional meeting may be convened by the Arbitrator.

Both parties retain access to the complete arbitration process as described in **Article 12** of the collective agreement where they do not wish to implement expedited arbitration one (1) or two (2). Decisions of the Arbitrator will be binding on both parties within the guidelines of the Public Service (Collective Bargaining) Act. Cost will be shared on a 50/50 basis.



## **Article 13 - Probation, Discharge, Suspension and Discipline**

### **\*13.01 Probationary Period**

(i) The probationary period will be three (3) months in all institutions with the exception of Western Memorial Hospital. It is agreed that the Western Memorial Hospital will retain a two (2) month probationary period during the life of this Agreement. The probationary period for part-time and temporary employees shall be equivalent to that of a full-time employee either in working hours or days, whichever is appropriate. If an employee has not completed sixty-five (65) days of work during this period his probationary period may be extended until he actually completes sixty-five (65) days of work, except for Western Memorial and in which case if an employee has not completed forty-five (45) days of work during this period, his probationary period may be extended until he actually completes forty-five (45) days of work. A temporary employee shall be allowed to accumulate periods of employment in order to complete his probationary period.

861 | 3

**\*13.02 Twelve Hour Shift**

The probationary period will be three (3) months in all institutions with the exception of Western Memorial Hospital. It is agreed that Western Memorial Hospital will retain a two (2) month probationary period during the life of this Agreement. The probationary period for part-time and temporary employees shall be equivalent to that of a full-time employee either in working hours or days, whichever is appropriate. If an employee has not completed four hundred eighty-seven and one half (487.5) hours of work during this period, his probationary period may be extended until he actually completes four hundred eighty-seven and one-half (487.5) hours of work except for Western Memorial Hospital in which case if an employee has not completed three hundred thirty-seven and one half (337.5) hours of work during this period, his/her probationary period may be extended until he actually completes three hundred thirty-seven and one half (337.5) hours. A temporary employee shall be allowed to accumulate periods of employment in order to complete a probationary period.

### **13.02 May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1, 2, and 3 or the grievance procedure shall be omitted in such cases.

### **13.03 Discipline**

**(a) Suspension or Discharge**

An employee who has completed his probationary period may be dismissed, but only for just cause. When an employee is discharged or suspended, such employee shall be advised within seven (7) calendar days in writing by the Employer of the reason for such discharge or suspension.

**(b) Unjust Suspension or Discharge**

Should it be found upon investigation that an employee has been unjustly

suspended or discharged, the employee shall be immediately reinstated in his former position, without loss of seniority and shall be compensated for all time lost in an amount equal to his 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 the Board of Arbitration if the matter is referred to such a Board.

(c) Termination of Probationary Employees

The termination of a probationary employee is not subject to the grievance procedure unless discrimination is alleged.

(d) Warnings

Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall, within seven (7) calendar days thereafter, give written particulars of such censure to the employee involved.

(e) Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning his work within seven (7) calendar days of the event of the complaint. This notification shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his record for use against him at any time. The report of an employee shall not be used against him after eighteen (18) months have elapsed, providing another warning or reprimand relating to the same or similar offence has not been given within that period. The employee's written reply to such notification of dissatisfaction shall become part of his record. This article shall apply in respect of any expression of dissatisfaction relating to his work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.

All correspondence pertaining to the adverse report, including the report itself, shall be disregarded and subsequently removed from the personal file after eighteen (18) months. The employee shall be responsible to see that any such documents are removed.

\*(f) The time limits outlined in (a) to (e) above, may be extended with mutual consent between the Employer and the Union.

#### 13.04 Personal File

(a) There shall be one (1) **recognized** personal file and this **file** shall be maintained in the Personnel Department. An employee has the right, after making an appointment and during working hours to inspect his personal **file** and he may be accompanied by a representative of the Union if he so desires.

(b) The employee shall sign the file copy to acknowledge receipt of any disciplinary document; the employee's signature does not necessarily mean agreement with the contents of the documents.

### **13.05 Right to Union Representation**

Where an employee is required to attend a meeting with the Employer which concerns a reprimand, written warnings, suspension, or discharge, the Employer shall advise the employee that he has the right to be accompanied by a shop steward or an executive member.

### **13.06 Justice and Dignity Provisions**

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

## **Article 14 - Seniority**

\*NOTE: The respective transition agreements should be referenced when interpreting this clause.

### **\*14.01 Seniority Defined**

- (a) Subject to **14.01 (b)**, **14.01 (c)** and **14.03**, seniority is defined as the length of service, excluding overtime, with the Employer including service with the Employer prior to the date of certifications or recognition of the union, and subject to the provisions of articles **14.04**, or any other appropriate articles shall date from the last entry into employment with the Employer unless otherwise provided for in this agreement. Seniority shall operate on a bargaining unit wide basis.
- (b) Subject to clause **14.03**, seniority for temporary employees is defined as the length of service (excluding overtime) in a particular department with the Employer, and subject to the provisions of clauses **14.04**, or any other appropriate clause, shall operate on a departmental wide basis. For the purpose of this clause and any other appropriate clause, Housekeeping, Dietary, Maintenance and Laundry shall be considered as one Department; Nursing shall be considered another Department and all other areas shall be considered as one Department. The departments as outlined above will be those **recognized** departments with each individual Employer and the categories of employees employed in these departments may vary from Employer to Employer.
- (c) An employee whose position is negotiated into the bargaining unit by the parties or is included in the bargaining unit by the Labour Relations Board, shall be given seniority equivalent to the length of service with the Employer (inside or outside the bargaining unit) as long as he remains in that classification. Should the employee apply for another position within the bargaining unit then the seniority of that employee shall only be the length of service with the Employer **in** the bargaining unit.
- \*(d) The parties agree that seniority should be based on a number seniority system,

#### 14.02 Seniority Lists

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the actual seniority earned by the employee expressed in total hours, years, months, and days. When applying the seniority provisions of the Agreement the lower social insurance number will be used to determine preference where seniority entitlements are equal. An up-to-date seniority list shall be sent to the union and posted on all bulletin boards in January of each year. An up-to-date seniority list for temporary employees shall be sent to the Union and posted on all bulletin boards in January and July of each year.

#### 14.03 Probation for Newly Hired Employees

Newly hired employee(s) shall be on a probationary basis for a period as indicated in clause 13.01, and subject to article 13.03 (c) shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from original date of employment.

#### 14.04 Loss of Seniority

An employee shall not lose seniority if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose seniority in the event:

1. he is discharged for just cause and not reinstated;
2. he resigns in writing and does not withdraw his resignation within five (5) calendar days of its submission, provided the employee gave notice in accordance with article 21.04 (b).
3. he is absent from work in excess of five (5) working days without **sufficient** cause or without notifying the Employer, unless such notice was not reasonably possible;
4. he is a permanent or part-time employee who fails to return to work within fourteen (14) calendar days following a layoff and having been notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address. A permanent or part-time employee recalled for employment of short duration at a time when he is employed elsewhere, shall not lose his recall rights for his refusal to return to work;
5. he is laid off for a period longer than two (2) years; or
6. he is a temporary employee and refused recall on three (3) occasions in an eighteen (18) month period to a position of the same pay range level or a higher pay range level if the employee is qualified unless through sickness or just cause. The current practice at each institution will be maintained.

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1021

#### 14.05 (a) Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but **will** not accumulate any further seniority while outside the unit.

(b) Transfers Back into the Bargaining Unit

No bargaining unit employee shall be laid off as a direct result of a non bargaining unit employee being placed back into the bargaining unit by the Employer.

**14.06 Entry Into Permanent Employment by Temporary Employees**

Temporary employees who have obtained permanent employment shall be placed on a trial period in accordance with clause **15.05**. If the employee successfully completes his trial period, he shall be given credit for all seniority accumulated while employed as a temporary employee.

**14.07 Temporary Assignment and Seniority to Non bargaining Unit Work**

When an employee is temporarily assigned to non bargaining unit work, he shall continue to earn benefits of the Agreement and pay union dues.

**14.08 Seniority for Paid Leave**

Employees on any form of paid leave shall be eligible to accumulate service credits for seniority purposes.

**14.09 Seniority for Unpaid Leave**

Effective July **25, 1994**, employees on periods of unpaid leave will accumulate seniority, provided the employee would not have been laid off during the period of unpaid leave. No retroactive application.

**Article 15 - Promotions and Staff Changes**

\*NOTE: The respective transition agreements should be referenced when interpreting this clause.

**15.01 Job Postings**

When a vacancy occurs or a new position is created, including temporary vacancies covering periods in excess of sixteen (**16**) continuous weeks either inside or outside the bargaining unit, the Employer shall post notices of the positions in accessible places on the Employer's premises for a period of not less than (**7**) calendar days. Copies of all postings are to be supplied concurrently to the Local Union Secretary. Where an Employer has more than one (**1**) building, the Employer and Union shall agree on the designation of additional bulletin boards for the purpose of this clause.

**15.02 Information on Postings**

- (a) Notices of new postings or of vacancies within the hospital shall contain the following: Title of position; qualifications; required knowledge and education; skills; wage or salary rate or range; and whether shift work could be involved. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is open to male and female applicants".
- (b) Notwithstanding clause **4.01 (a)** and **15.02 (a)**, the Employer shall be permitted to hire employees on the basis of a bona fide occupational qualification if first

mutually agreed by the Union. If no mutual agreement can be reached, the matter shall be referred to the Human Rights Commission for resolution before the job is posted.

#### **15.03 Procedure for Filling Vacancies**

No position will be filled from outside the bargaining unit until the applications of the present employees have been fully processed. All union members with more seniority than the successful applicant who apply for such positions and are unsuccessful shall be provided in writing, upon written request by the union member, with the reasons for the applicant's failure to acquire the positions. No position of a permanent nature will be filled by keeping temporary employees on in excess of sixteen (16) weeks without posting the position.

#### **15.04 Role of Seniority in Promotion and Transfers**

(a) Both parties **recognize**;

- (1) the principle of promotion within the service of the Employer;
- (2) that job opportunity should increase in proportion to the 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 on a total seniority basis whether temporary or permanent seniority for filling such vacancy, provided that the applicant's qualifications meet the required standards for the new position. The successful applicant from within the bargaining unit shall be notified within four (4) weeks of posting.

Any experience gained by a temporary employee while working in a temporary position immediately before that position is posted as a permanent position shall not be the deciding factor in that job competition.

(b) **Permanent Employees to Temporary Positions**

Subject to the approval of the Employer, a permanent employee who applies for and is accepted for a temporary position in accordance with clause 15.04 (a) may revert to his former position upon completion of the temporary work. The Employer shall notify the employee of its decision before the permanent employee commences the temporary work. Such employee shall maintain his permanent status. Such approval shall not be unreasonably denied.

#### **\*15.05 Trial Period**

- (i) The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the Employer shall **confirm** the employee's appointment after the period of two (2) months. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of

positions shall also be returned to his former position, wage or salary rate without loss of seniority.

**\* (ii) Twelve Hour Shift**

The successful applicant shall be placed on trial for a period of three hundred and twenty five (325) working hours. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of **three** hundred and twenty-five (325) working hours. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate without loss of seniority.

**15.06 Promotions Requiring Higher Qualifications**

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for such qualifications prior to filling of a vacancy, and indicates so on his application. Such employee will be given an opportunity to qualify within a reasonable length of time not exceeding two (2) months and to revert to his former position if required qualifications are not met within such time.

**\*15.07 Notification of Successful Applicant**

Within fourteen (14) calendar days of the notification of the successful applicant to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on the bulletin board(s) provided for Union notices.

**\* 15.08 Incapacitated Worker Provision**

**3 C**  
**\*(a)** An employee who has been incapacitated by illness, injury, compensable occupational disablement, temporary disablement or through advancing years is unable to perform the regular duties of his/her classification will be employed in another classification in the bargaining unit provided that he/she has sufficient qualifications to perform the work required and provided that the employee being displaced is less senior.

**10 d**  
**(b)** An employee who is displaced shall displace the most junior employee in the same classification or another classification provided that he has **sufficient** qualifications to do the work required, provided that his hours of work are not changed unless mutually agreed, and provided that the employee being displaced is less senior.

**(c)** Any employee who may have his hours of work changed because of this clause shall have the option of taking the change in hours or going on lay off.

**10 d**  
**(d)** A permanent employee may displace a permanent or temporary employee.

**\*(e)** A temporary employee may displace another temporary employee.

**(f)** The salary of the new position in each displacement shall apply.

**(g)** For all displacements under this clause, there shall be a trial period as outlined in clause 15.05.

**15.09 On the Job Training**

The Employer **recognizes** the desirability of on-the-job training opportunities for employees and agrees to inaugurate and maintain a program that will provide such training opportunities. Employees participating in such training will maintain their present salary during such periods of training.

**15.10 Training Courses**

The Employer shall bulletin all in-service training courses for a period of not less than fourteen (14) calendar days. The bulletin shall contain the name and date of the course and where further information can be obtained. In the process of selection of employees of the bargaining unit, the senior permanent employee for whom the course is required shall be given preference provided he meets the required qualifications for admission to the course. Seniority shall prevail for any other opening for the course provided the applicants meet the required qualifications for admission to the course.

**15.11 Pay During Upgrading**

When an employee wishes to upgrade himself through an Employer approved training course, then with the prior approval of the Employer, education leave may be awarded for such attendance. The duration of and rate of pay or **bursary** for such leave shall be in accordance with the terms and conditions established by the Employer.

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**15.12 Assistance for Training**

The Employer agrees to give as much assistance as practical to employees who desire further training.

**15.13 Changes in pay on Promotion**

Changes in pay rates as a result of promotion shall be effective from the date of promotion as specified in the letter of appointment.

**Article 16 - Layoff and Recall**

\*NOTE: The respective transition agreements should be referenced when interpreting this clause.

**16.01 Role of Seniority in Layoff**

Both parties **recognize** that job security shall increase in proportion to the **length** of service. Therefore, in the event of a layoff, the following provisions shall apply:

- (a) Temporary employees shall be laid off before any permanent employees are laid off provided that the permanent employees being retained have sufficient qualifications to perform the work required.
- (b) Temporary employees shall be laid off in the reverse order of seniority in their respective departments provided that those temporary employees being retained have **sufficient** qualifications to do the work required.
- (c) Permanent employees shall be laid off in the reverse order of seniority provided that those permanent employees being retained have sufficient qualifications to do the work required.

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- (d) A permanent employee whose position is affected by **the** Employer's decision to layoff shall either accept layoff or displace the most junior permanent employee in his classification or another classification provided that his hours of work are not changed unless mutually agreed. A displaced employee shall displace the most junior permanent employee in another classification provided that he has sufficient qualifications to do the work required and provided that his hours of work are not changed unless mutually agreed.
- (e) Any employee who may have his hours changed because of the layoff procedure shall have the option of taking the change in hours or going on layoff.
- (f) For all displacements under this clause, there shall be a trial period of two (2) months in accordance with clause **15.05**.
- (g) A permanent employee who bumps into a temporary position shall retain his permanent status.
- (h) Notwithstanding Clause **16.01(c)**, and with effect **from July 25, 1994**, permanent employees whose positions are declared redundant and are unable to bump into another position, or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice of termination. If such an employee wishes to retain seniority and recall rights instead of termination, he/she shall be given notice in accordance with **16.04(b)**.  
 The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment as per the attached chart in Schedule I. Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. The employee affected by notice of termination shall not be subject to the notice period under Article **16.04(a)**.  
 Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly. Employees who are reemployed with any Employer covered by the coalition negotiations shall be required to pay back part of any severance pay/pay in lieu notice they received. The amount they have to pay back shall be based on the length of time they have been out of the employment from the Employer covered by the coalition negotiations. The amount repaid will be based on the net amount received by the employee or the amount paid to a financial institution on behalf of an employee.

**16.02 Recall Procedure**

For the recall of employees, the following procedure shall apply:

- (a) Permanent employees shall be recalled before temporary employees provided that the permanent employees being recalled have sufficient qualifications to do the work required.
- (b) Permanent employees shall be recalled in order of seniority provided that those permanent employees being recalled have sufficient qualifications to perform the work required.
- (c) Temporary employees shall be recalled in order of seniority in their respective Departments providing those temporary employees being recalled have sufficient qualifications to do the work required,

- (d) A permanent employee shall be recalled for temporary employment if the permanent employee indicates that he is willing to work periods of temporary employment. In such cases, the permanent employee will be required to report for work as needed by the Employer; his refusal unless for illness or other just cause will mean a loss of recall rights for temporary employment but he will maintain his seniority. For such periods of temporary employment, he shall earn seniority on a permanent basis. The refusal to return to work is subject to the same understanding as in clause **14.04 (6)**.
- (e) It is the responsibility of the employee to keep the Employer informed of his current address and telephone number.
- (f) Temporary employees being recalled to a position with a lower pay range level than previously employed in and who refuse to return to work shall not lose their seniority but they will forfeit their right to future recall in a position at that lower pay range level.

### **16.03 No New Employees**

No new employees shall be hired until those laid off have been given an opportunity of recall provided that those recalled have sufficient qualifications to perform the work required.

### **16.04 Notice of Lay-Off**

- (a) Subject to clause **16.04 (b), (c) and (d)**, unless legislation is more favourable to the employee, the Employer shall notify permanent employees who are to be laid off thirty (**30**) calendar days prior to the date of layoff and temporary employees fourteen (**14**) calendar days prior to the date of layoff. If the employee has not had an opportunity to work the days as provided in this clause, he shall be paid for the days for which work was not made available. Effective July **25, 1994**, permanent employees with five (**5**) years of service and beyond shall receive an additional one (**1**) week's notice for each year of service.
- (b) Effective July **25, 1994**, permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment and wish to retain recall and seniority rights shall be given notice of layoff as follows: the period of notice shall be the greater of the notice under **16.04(a)** or the notice as per Schedule I. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly.
- (c) A temporary employee being displaced by a more senior temporary employee within the department shall be deemed to have been given notice of lay-off by the exercising of the bumping rights by the more senior temporary employee.
- (d) The Employer and the Union may agree upon a time frame for the completion of layoffs. If the Employer and the Union cannot agree, then the following shall apply:
  - (i) A permanent employee who has been given notice of layoff in accordance with clause **16.04(a)**, shall notify the Employer of his intention within

- forty-eight (48) hours of receiving such notice.
- (ii) After the Employer receives ~~the~~ employee's decision under clause 16.04(c) (i), the Employer shall notify the other affected permanent employee who then shall be deemed to have been given notice of layoff at the same date that the notice was given to the senior permanent employee.
  - (iii) Notwithstanding the above, no permanent employee shall be laid off by virtue of being displaced by a more senior permanent employee without at least forty-eight (48) hours notice.

#### 16.05 Property Destroyed or Damaged

In the event that the Employer's property is damaged or destroyed so that the employees cannot perform their regular work, the union and the Employer shall agree upon a method to layoff the employees of that particular area. If no agreement can be reached, the general layoff provision of Article 16 shall apply.

#### 16.06 Return to Former Classification

A permanent employee who bumps out of his classification as a result of a layoff shall be given the opportunity, prior to the posting of the position, to return to that classification should a position become available in the classification within twenty four (24) months of the date of the initial bump. Should the employee refuse this offer, the Employer shall have no further obligation to offer a position to the employee in the same classification.

#### 16.07 Permanent Employees Reduction in Hours of Work

Permanent employees who have a reduction in their hours of work shall have access to the layoff provisions of clause 16.01.

### Article 17 - Hours of Work and Work Schedule

#### \*17.01 Hours of Work

- \* (a) (i) The normal daily hours of work shall be seven and one-half (7 1/2) hours per day exclusive of meal breaks.
- (ii) Twelve Hour Shift  
The hours of work shall be an average of seventy five (75) hours a fortnight divided into 11 ¼ hours or a combination of 7 ½ and 11 ¼ hours, exclusive of meal breaks.
- (b) On an experimental basis and without committing either party to a permanent change in the existing hours of work, the parties may jointly establish a schedule providing for a compressed work week.
- (c) Employees on staff at the signing of this Agreement whose work week and/or work day is less than those specified in Article 17 will not have their hours of work increased during the term of this agreement.
- (d) Hours of Work - Part-time Employees  
Part-time employees shall not be scheduled by the Employer for less than three (3) hours in any shift. After his regularly scheduled hours up to equivalent full time hours, part-time employees shall be paid the sum of thirty (30) cents per hour in addition to his regular hourly rate.

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462

**\*(e) Part-time Employee - Change in Hours of Work**

If the hours for the part-time position for which the employee was hired are increased to full time hours (excluding those additional hours outlined in clause 17.01 (d) and in the letter agreeing that part-time employees may work additional hours) for a period of six (6) months or longer, then this position shall be posted in accordance with Article 15. If the part-time employee in the position is unsuccessful in obtaining the full-time position, he may be laid off in accordance with Article 16.

**\*17.02 Normal or Average Days Per Week**

- (a) The normal days of work shall be either five (5) days per week, or four (4) days in one week and six (6) days in the alternate week, or three (3) days in one week and seven (7) days in the alternate weeks.
- (b) It is agreed that those institutions, which through established institutional policy, currently follow a practice of not scheduling employees in a specific department to work more than five (5) days in a calendar week shall continue this practice for the life of the Agreement.
- \*(c)** Clause 17.02 does not apply to employees working a twelve (12) hour shift schedule.

**\*17.03 Working Schedule**

- \*(a)** (i) Days off shall be planned in such a way as to equally distribute weekends off. Employees shall receive a minimum of every third (3rd) weekend off, unless otherwise mutually agreed between the employee and the supervisor. The Employer shall endeavour to grant every second (2nd) weekend off. The weekend off shall mean a Saturday and Sunday immediately following ensuring the employee a minimum of fifty-six (56) hours off duty.
- (ii) Twelve Hour Shift  
Employees shall receive a minimum of two (2) weekends out of every four (4) weekends and the Employer shall endeavour to grant every second (2<sup>nd</sup>) weekend off unless otherwise agreed by mutual consent. The weekend off shall mean a Saturday and Sunday immediately following ensuring the employee a minimum of fifty-six (56) hours off duty.
- (b) There shall be no split shifts;
- (c) The working schedule of each employee, showing the shifts and day(s) off work, shall be posted in an appropriate place at least two (2) weeks in advance. When an employee's day(s) off are changed or rescheduled within forty-eight (48) hours of the originally scheduled day(s) off, he shall be paid double time for hours worked on the originally scheduled day(s) off. This clause shall not apply if the day (s) off are changed at the request of the employee.
- (d) Change of Shift**  
When an employee's regularly scheduled shift is changed to another shift in that day, he shall be given prior notice as follows:

- (1) twenty-four (24) hours notice before the originally scheduled shift if the rescheduled shift occurs after the originally scheduled shift.
- (2) twenty-four (24) hours notice before the rescheduled shift if the rescheduled shift occurs before the originally scheduled shift.

Should the required notice not be given in accordance with this Article, the employee shall be paid at the rate of time and one half (1 1/2) his regular hourly rate for the shift worked. In cases where the employee's regularly scheduled shift is changed, it is the responsibility of the Employer to directly notify the employee affected by the change before he reports to work. This clause shall not apply if the change of shift was made at the request of the employee.

**\*17.04 Rest Periods**

(i) An employee shall be permitted a rest period of fifteen (15) consecutive minutes in the first half and in the second half of the shift.

**\*(ii) Twelve Hour Shift**

An employee shall be permitted a rest period of fifteen (15) consecutive minutes during each third of the shift. The meal period and a rest period may be combined by mutual agreement between the employee and his/her supervisor.

**\*17.05 Days Off**

(a) Days off shall be allocated at the rate of the minimum of two (2) consecutive days off except where mutually agreed between the employee and the supervisor.

**\*(b) Days off for Employees Working as Temporary Employees**

Employees shall be allocated two (2) consecutive days off if any of the following scenarios are met:

- (i) an employee works three (3) consecutive twelve (12) hour shifts;
- (ii) an employee, who over a seven (7) day period, works a combination of consecutive shifts consisting of eight (8) hour shifts or shifts of less than eight (8) hour duration;
- (iii) an employee who works a combination of shifts, which includes at least one (1) shift of greater than eight (8) hour duration, will be scheduled for two consecutive days off once they work 37.5 hours.

Two consecutive days off may be reduced to one (1) day off upon written request of the employee.

**\*17.06 Consecutive Shifts**

(a) No permanent employee shall be compelled to work more than seven (7) consecutive days in a ten (10) day period unless otherwise mutually agreed between the employee and the supervisor.

(b) No temporary employee shall be compelled to work more than seven (7) consecutive days in a ten (10) day period, unless otherwise mutually agreed between the Union and the Employer.

**\*(c) Twelve Hour Shift**

No employee shall be compelled to work more than three (3) consecutive shifts unless otherwise mutually agreed between the employee and the supervisor.

### 17.07 Exchange of Shifts

Employees may be permitted to exchange their shifts with an employee in the same classification provided that the employee's supervisor is notified in writing and approves the change in shift.

### \*17.08 Twelve Hour Work Schedule

The Employer and the union may agree that employees in a particular work area may work a twelve (12) hour shift schedule. The request for a twelve (12) hour shift schedule may come from 100% of the employees in the work area or the Employer and if agreed upon by the parties, all employees in that area shall work a twelve (12) hour shift schedule. This twelve (12) hour shift schedule shall remain in effect in the work area until either of the parties gives the other thirty (30) calendar days notice of its intention to terminate this Agreement.

## Article 18 - Overtime

### 18.01 Definition of Overtime

#### (a) Full-time Employees

- (i) Non-shift Workers - All time worked by a full-time employee before or after his regularly scheduled daily or weekly hours shall be considered overtime.
- (ii) Shift Workers - All time worked by a full-time employee before or after his regularly scheduled daily or biweekly hours shall be considered overtime.

#### (b) Part-time Employees

- (i) Non-shift Workers - All time worked by a part-time employee in excess of equivalent full-time hours on a daily or weekly basis shall be considered overtime.
- (ii) Shift Workers - All time worked by a part-time employee in excess of equivalent full-time hours on a daily or biweekly basis shall be considered overtime.

#### (c) Temporary Employees

All time worked by temporary employees in excess of equivalent full-time hours on a daily, weekly, or biweekly (depending on temporary employee's work schedule shift or non-shift) basis shall be considered overtime.

#### (d) Approval of Overtime

All overtime is subject to the prior approval of the Administrator or his designated representative.

- (e) Subject to clause 18.01 (d), overtime shall be calculated in thirty (30) minute intervals.

### 18.02 Normal Overtime Rate

The normal overtime rate shall be pay or time off at the rate of time and one-half (1 1/2).

**18.03 Compensation for Work on Paid Holidays not Regularly Scheduled**

For hours worked on a holiday when the employee was not regularly scheduled to work, he shall be paid in addition to the normal day's pay at the rate of time and one-half (1 1/2) his regular hourly rate.

**18.04 Meal Periods**

- (a) The Employer will endeavour to post the meal period for employees prior to the commencement of the shift but in any event it shall be posted within the first two hours of the shift.
- (b) During the meal period employees are permitted to leave the premises.
- (c) Employees recalled to the work area during meal breaks will be paid at the applicable overtime rate for the period worked. If an employee is not permitted by the Employer to take a meal break during his shift, he shall be paid at the rate of time and one half (1 1/2) for that meal period.

**18.05 No Layoff to Compensate for Overtime**

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

**18.06 Calculating of Overtime Rates**

An employee who is absent on approved time off during his scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if he had worked during his regular hours during such absence.

**18.07 Sharing of Overtime**

Overtime and callback time shall be divided equally among employees qualified to perform the available work. The Employer will not compel the employee to work overtime if another qualified employee is willing to work that overtime, provided that there is not additional cost to the Employer and provided that the employee is available.

**18.08 Double Shift**

An employee shall not be required to work a double **shift** without his consent.

**18.09 Callback**

- (a) An employee who is called in to work outside his normal working hours shall be paid a minimum of three (3) hours at the applicable overtime rate.
- (b) An employee shall not receive any payment for transportation expenses where:
  - (i) he lives in **subsidized** accommodations adjacent to the hospital; or
  - (ii) transportation is provided by the Employer.
- (c) Subject to (b) above, when an employee is recalled to work under the conditions described in (a) above, he shall be paid the cost of transportation to and from his place of work to a maximum of ten dollars (**\$10.00**) (effective July 25, 1994) for each callback or the appropriate kilometer rate.
- (d) In cases where an employee is required to work on a callback beyond 0200 hours and who has not had a **sufficient** rest period, the employee will be entitled to up to

an eight (8) hour rest period without loss of pay before commencing his regular scheduled shift.

**\*18.10 Consecutive Work Premium**

- (a) Subject to article 17.06 (a) and (b), all work performed on the eighth (8<sup>th</sup>) day and subsequent consecutive days of work shall be paid at double time. This clause shall not apply to those consecutive shifts in excess of seven (7) shifts worked at the request of the employee.
- \* (b) Subject to Article 17.06, all work performed on the fourth (4<sup>th</sup>) shift shall be paid for at the rate of time and one half (1 ½) and double time for the fifth (5<sup>th</sup>) and subsequent consecutive shifts. This clause shall not apply to those consecutive shifts in excess of three (3) shifts worked at the request of the employee.
- \* (c) Consecutive Work Premium for Employees working as Temporary Employees
  - (i) If a temporary employee works three (3) consecutive twelve (12) hour shifts, all work performed on the fourth (4<sup>th</sup>) day shall be paid for at the rate of time and one-half (1 ½) and double time for the fifth (5<sup>th</sup>) and subsequent consecutive days.
  - (ii) If a temporary employee works in excess of seven (7) consecutive days, all work performed on the next and subsequent consecutive days of work shall be paid for at the rate of double time.
  - (iii) If a temporary employee works in excess of the thirty-seven point five (37.5) hours as per 17.05 b) iii), all work performed on the next calendar day shall be paid at the rate of time and one-half (1 ½) and double time for subsequent consecutive days.

**18.11 Time off in Lieu of Overtime**

Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a time to be mutually agreed between the employee and his supervisor. The employee's decision to receive time off must be conveyed to the supervisor within seventy-two (72) hours of the conclusion of the overtime. Should the time off not be given within sixty (60) calendar days, the employee shall receive pay at the appropriate overtime rate. With mutual agreement. between the employee and his supervisor, the employee may receive time off in lieu.

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**Article 19 - Shift Work**

**19.01 Shift Differential**

- (a) A shift differential of thirty-one (31) cents per hour shall be paid for each hour the employee works between the hours of 1600 on one day and 0800 hours on the following day.
- (b) Saturday and Sunday Differential
  - A. Saturday and Sunday differential of twenty-six (26) cents per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday. If an employee qualifies for both differentials under (a) and (b) above, he shall receive both.

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**\*19.02 Rest Between Change of Shift**

**\*(i) Eight Hour Shifts**

There shall be at least sixteen (16) hours of rest between change of shifts (excluding overtime) unless otherwise agreed to by mutual consent between the employee and the supervisor. Where sixteen (16) hours of rest (excluding overtime) are not provided, the employee shall receive pay at the rate of time and one half (1 1/2) for each hour worked on the scheduled shift which infringes on the sixteen (16) hour rest period.

**\*(ii) Twelve Hour Shift**

There shall be at least twelve (12) hours between change of shifts unless otherwise agreed to by mutual consent between the employee and the supervisor. Where twelve (12) hours of rest (excluding overtime) are not provided, the employee shall receive pay at the rate of time and one half (1 1/2) for each hour worked on the scheduled shift which infringes on the twelve (12) hour rest period.

**19.03 Rotation of Shifts**

The rotation of shifts shall be carried out in an equitable manner. Each employee shall receive at least seven (7) days of day shift in a month, provided he may waive this right.

**Article 20 - Holidays**

**\*20.01 (a) Holidays**

**\*(i)** Employees shall receive one (1) day's paid leave for each of the nine (9) holidays as follows:

- |                             |                             |
|-----------------------------|-----------------------------|
| <b>(a)</b> New Year's Day   | <b>(f)</b> Labour Day       |
| <b>(b)</b> Good Friday      | <b>(g)</b> Thanksgiving Day |
| <b>(c)</b> Commonwealth Day | <b>(h)</b> Christmas Day    |
| <b>(d)</b> Memorial Day     | <b>(i)</b> Boxing Day       |
| <b>(e)</b> Orangemen's Day  |                             |

**\*(ii)** Employees shall receive seven point five (7.5) working hours paid leave for each of the nine (9) holidays as follows:

- (a)** New Year's Day
- (b)** Good Friday
- (c)** Commonwealth Day
- (d)** Memorial Day
- (e)** Orangemen's Day
- (f)** Labour Day
- (g)** Thanksgiving Day
- (h)** Christmas Day
- (i)** Boxing Day

**20.02 Compensation for Holiday Falling on Saturday**

For the purpose of this Agreement when any of the aforementioned holiday falls on a Saturday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 20 - Holidays. All other employees shall observe the following Monday as the holiday.

**20.03 Compensation for Holidays Falling on Sunday**

For the purpose of this Agreement, when any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 20 - Holidays. All other employees shall observe the following Monday (or Tuesday, where the preceding Clause already applied to Monday) as the holiday.

**20.04 Pay for Scheduled Work on Holidays**

Employees who are scheduled to work on a designated holiday (clause 20.01) shall be paid at the rate of time and one-half (1 1/2) and will be granted another day off within sixty days. If such time off cannot be granted within sixty (60) calendar days, then the employee will receive one day's regular pay in lieu or with mutual agreement between the employee and his supervisor the employee may receive time off in lieu. ✓

**20.05 Compensation for Holidays Falling On Scheduled Day Off**

When any of the aforementioned holidays (clause 20.01) fall on employee's scheduled day off, the employee shall receive another day off with pay to be taken within sixty (60) calendar days. If such time off cannot be granted within sixty (60) calendar days, the employee will be paid one day's regular pay in lieu.

**20.06 Compensation for Work Performed On a Holiday Falling on Scheduled Day Off**

When a holiday falls on an employee's day off and he is required to work such a holiday, he shall receive two (2) hours' pay for each hour worked on such a holiday in addition to holiday pay. The time off is to be scheduled at a time to be mutually agreed by the employee and his Supervisor. If at the request of the employee time off in lieu is granted, it shall be on the basis of two (2) hours off for each hour worked in addition to the holiday pay.

**20.07 Christmas and New Year's Leave**

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

**20.08 New Holidays**

Should any new holidays not routinely scheduled, be specifically proclaimed by the provincial authorities, it shall be granted to employee's within the scope of this Agreement.

**20.09 Statutory Holiday During Sick Leave**

If an employee is sick on the day that the statutory holiday is designated, the employee shall be charged for the statutory holiday and there shall be no deduction from the employee's sick leave.

**Article 21 - Vacations**

**\*21.01 \*(a) Length of Vacation**

(i) An employee shall receive an annual vacation with pay in accordance with his years of employment as follows:

- (i) less than one (1) year at the rate of one and two thirds (1 2/3) days for each month of service;
- (ii) one (1) year up to ten (10) years of service, four (4) weeks;
- (iii) more than ten (10) years of service but less than twenty-five (25) years, five (5) weeks;
- (iv) more than twenty-five (25) years of service, six (6) weeks.

**(ii) Twelve Hour Shift**

An employee shall receive an annual vacation with pay in accordance with his/her years of employment as follows:

- (i) Less than one thousand nine hundred and fifty (1950) hours – twelve point five (12.5) working hours for each one hundred and sixty-two point five (162.5) hours of service.
- (ii) One thousand nine hundred and fifty (1950) hours up to nineteen thousand five hundred (19,500) hours – one hundred and fifty (150) working hours.
- (iii) Nineteen thousand five hundred (19,500) hours but less than forty-eight thousand seven hundred and fifty (48,750) hours – one hundred and eighty-seven point five (187.5) working hours.
- (iv) More than forty-eight thousand seven hundred and fifty (48,750) hours – two hundred and twenty-five (225) working hours.
- (v) The minimum period of annual leave that can be taken is one (1) hour.

**(b) Calculation of Length of Vacation**

For the purpose of calculation of length of annual vacation with pay, it is agreed that an employee's service will be that service performed in the twelve (12) month period currently used by institutions for such calculation. It is understood that this period may vary between institutions (e.g. January 1 - December 31; April 1 - March 31; July 1 - June 30), and that no institution will change its currently accepted accumulation period without prior discussion with the Union.

(c) When an employee becomes eligible for a greater amount of annual vacation, he may be allowed in the year in which the change occurs, a portion of the additional leave for which he has become eligible, based on the ratio of the unexpired portion of the year to twelve (12) months computed in full working days.

**21.02 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay at a time to be mutually agreed between the employee and his supervisor.

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**21.03 Calculation of Vacation Pay**

Vacation pay shall be at the rate effective immediately prior to the vacation period. However, should any salary increase become effective during the employee's vacation period, he shall receive the benefit of such increase **from** the effective date.

**21.04 Vacation Pay on Termination or Retirement**

(a) An employee terminating his employment at any time in his vacation year, before he has had his vacation, shall be entitled to an equivalent payment of salary or wages in lieu of such vacation at termination, provided that the employee gives proper notice of termination. In the event that proper notification of termination is not given, payment will be made at the earliest possible date, but in any event, no later than the second pay day following the date of termination.

(b) **Period of Notice**

Employees shall give the Employer fourteen (14) days notice of intention to terminate their employment. The period of notice may be reduced or eliminated by mutual consent. Vacation leave shall not be used as any of the period of notice referred to in this Article.

**21.05 Selection of Vacation Dates**

Employees in the department, in consultation with their supervisor, shall determine the method of selecting vacation dates. In the event that majority agreement cannot be reached, preference in vacations shall be regulated according to a rotation plan. The initial placing of employees in the rotation plan will be in accordance with seniority; thereafter, the rotation will proceed without regard to seniority. If seniority is to be used as the method of selecting vacations, bargaining unit seniority shall be used.

**21.06 Vacation Schedule**

(a) Notwithstanding clause 21.05 for those employees who advise the Employer by April 15 of the date of their vacation preference, their vacation schedule shall be posted by May 1 and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacation shall commence immediately following an employee's regularly scheduled days off. For those employees who do not indicate a preference, in writing, by April 15, they shall receive vacation based on the vacation time available.

(b) Vacation for the purpose of this Article shall include all current, accumulated and accrued vacation leave

**\*21.07 Carry Forward of Vacation**

\*(i) An employee may carry forward to another year any proportion of annual leave not taken by him in previous years until, by so doing, he has accumulated a maximum of:

(1) Twenty (20) days annual leave, if he is eligible for twenty (20) days in any year;

(2) Twenty-five (25) days annual leave, if he is eligible for twenty-five (25)



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- days in any year. ;
- (3) Thirty (30) days annual leave, if he is eligible for thirty (30) days in any year.

Employees who are prohibited from taking annual leave because of Workers' Compensation benefits or extended sick leave shall be allowed to carry forward additional days.

\*(ii) Twelve Hour Shift

An employee may carry forward to another year any proportion of annual leave not taken by him/her in previous years until, by so doing, he/she has accumulated a maximum of:

- (i) one hundred and fifty (150) hours annual leave, if he/she is eligible for one hundred and fifty (150) hours or less;
- (ii) one hundred and eighty-seven point five (187.5) hours annual leave, if he/she is eligible for one hundred and eighty-seven point five (187.5) hours of annual leave in any year;
- (iii) two hundred and twenty-five (225) hours annual leave, if he/she is eligible for two hundred and twenty-five (225) hours annual leave in any year.

Employees who are prohibited from taking annual leave because of Workers' Compensation or extended sick leave shall be allowed to carry forward additional hours.

**21.08 Anticipated Vacation**

An employee with more than sixty (60) calendar days' service may anticipate his vacation to the end of the current vacation period as stipulated in clause 21.01 (b)

An employee who on resignation has a debit balance of vacation leave will have the value of this vacation deducted from his final pay cheque.

**21.09 Overtime Vacation Rate**

When an employee is required to work during his vacation he shall receive pay of time and one-half (1 1/2). Hours worked while on vacation shall not be deducted from the employee's vacation credits.

**21.10 Substitution for Vacation**

- (a) An employee who qualifies for sick leave under Article 22 while on vacation may change the status of his leave to sick leave effective the date of notification to the Employer. The employee shall submit on his return to duty a certificate stating the total period during which he qualified for sick leave.
- (b) In the case of an employee who is admitted to hospital while on vacation, he may change the status of his leave to sick leave with effect from the date he was admitted to hospital.
- (c) An employee who, while on vacation qualified for bereavement leave, shall be credited the appropriate number of days to vacation leave.
- (d) The period of vacation so displaced in clause 21.10 (a), 21.10 (b), and 21.10 (c), shall be reinstated for use at a later date to be mutually agreed.

**21.11 Accumulation of Vacation Leave While on Sick Leave, Etc.**

Except in the case of extended illness immediately prior to the usual retirement period, an employee shall be eligible to accumulate vacation credit(s) while on sick leave or any other paid leave.

**21.12 Vacation Leave During Special Leave Without Pay**

An employee on special leave without pay in excess of twenty (20) days in total in the calendar year, shall not accumulate vacation leave during such period of special leave without pay.

**21.13 Unused Vacation Paid to Estate**

Any earned but unused vacation of a deceased employee shall be paid to such employee's estate.

**Article 22 - Sick Leave**

**22.01 Sick Leave Defined**

Sick leave means the period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined or because of an accident for which compensation is not payable under the Worker's Compensation Act.

**\*22.02 Annual Paid Sick Leave**

**\*(a) (i)** An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service.

(ii) The maximum number of days of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed four hundred and eighty (480) days. 120

**\*(b) Twelve Hour Shift**

(i) An employee is eligible to accumulate sick leave with full pay at the rate of fifteen (15) working hours for each one hundred and sixty-two point five (162.5) hours of service.

(ii) The maximum amount of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed three thousand six hundred (3600) working hours.

**22.03 Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all scheduled working days absent for sick leave. Absence on account of illness for less than one-half (1/2) a day shall not be deducted. Absence for one-half (1/2) a day or more and less than a full day shall be deducted as one-half (1/2) day.

**22.04 Proof of Illness**

**(a)** Before receiving sick leave with full pay, an employee may be required to produce a medical certificate for an illness in excess of two (2) consecutive working days.

In cases of suspected abuse shown by an established pattern of sickness, the

Employer reserves the right to request a medical certificate for any period of illness.

- (b) An employee shall have the option of being attended by a doctor of his choice and under no circumstances will an employee be **penalized** in any way by the Employer for exercising his option of being attended by his personal physician.

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

- (a) When an employee is given paid vacation or special paid leave of absence, he/she shall receive sick leave credit for the period of such absence on his/her return to work.
- (b) When an employee is on Workers' Compensation he/she shall receive sick leave credit for the period of such absence on his/her return to work if the employee is cut-off Workers' Compensation for noncompliance with the requirements of the Workers' Compensation Commission.
- (c) When an employee is on Workers' Compensation and his/her claim ends for other than noncompliance, the employee shall be eligible to proceed **from** Worker's Compensation to sick leave (including any sick leave earned while on Workers' Compensation) provided that the employee provides a medical certificate showing his/her inability to report to work.
- (d) When an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her accumulative credit, if any, existing at the time of such layoff.

#### **22.06 Extension of Sick Leave**

- (a)
  - (i) An employee with more than five (**5**) years of service who has exhausted his sick leave credits may be allowed in the event of illness, in excess of fifteen (**15**) days, an extension of his sick leave to a maximum of fifteen (**15**) working days. This sick leave extension shall be repaid by the employee upon his return to duty from his normal monthly accumulation.
  - (ii) Twelve Hour Shift  
An employee with more than **five (5)** years of service who has exhausted his/her sick leave credits may be allowed in the event of illness, in excess of one hundred and twelve point five (**112.5**) working hours, an extension of his/her sick leave to a maximum of one hundred and twelve point five (**112.5**) working hours. This sick leave extension shall be repaid by the employee upon his/her return to duty from his normal hourly accumulation.
- (b) When an employee has used the maximum amount of sick leave which may be awarded to him in accordance with this Agreement he may elect, if he is still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if he is eligible to receive such leave and if not, on special leave without pay to a maximum of one continuous year unless a longer period is mutually agreed upon between the employee and the Employer. Medical certificates shall be submitted as required by the Employer.

- (c) While on special unpaid leave for sickness, the employee shall continue to accumulate seniority.

**22.07 Sick Leave Records**

In January, the Employer shall post the seniority list as stated in clause **14.02**. This list shall also include the amount of sick leave accrued to each employee's credit and the number of days of sick leave taken by each employee from January **1st** to December **31st** of the previous year.

**22.08 Injured on Duty**

An employee who is injured during working hours and is required to leave for treatment or sent home for such injury, shall receive payment for the remainder of the shift or work day at his regular rate of pay without deduction **from** sick leave, provided that a medical practitioner, the staff health officer, or the nurse-in-charge states that the employee is unfit for further work.

**22.09 Disability Retirement**

- (a) Subject to clause **22.06 (b)**, if it appears, in the opinion of a medical doctor, that it is unlikely that the employee will be able to return to duty after the expiration of his accumulated sick leave, the employee may be retired effective when his accumulated sick leave has expired or at retirement age, whichever occurs first; if he is to be retired, he shall receive such pension award as he may be eligible to receive.
- (b) Employees unable to perform their duty because of medical reasons will be entitled to use all their accumulated sick leave and be entitled to special unpaid leave as outlined in clause **22.06 (b)** before being pensioned or terminated.

**\*22.10 Sick Leave During Special Leave Without Pay**

- (i) An employee on special leave without pay in excess of twenty **(20)** days in total in the calendar year, shall not accumulate sick leave during such period of special leave without pay.
- (ii) Twelve Hour Shift  
An employee on special leave without pay in excess of one hundred and fifty **(150)** working hours in total in the calendar year, shall not accumulate sick leave during such period of special leave without pay.

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**\*22.11 Sick Leave for Temporary Employees**

A temporary employee shall not receive sick leave if the temporary employee refuses recall from layoff due to illness, but the temporary employee shall earn service for seniority purposes only for the time that he did not report for work because of illness. Sick leave may only be awarded to a temporary employee who commences work and subsequently qualifies for sick leave under this Article. The temporary employee who refused recall due to illness shall report to work in accordance with Article **16** after his illness providing work is still available and providing the temporary employee gives the Employer reasonable notice.



Temporary employees shall be eligible for sick leave benefits for shifts he would have been recalled to during periods of **hospitalization** upon proof of admission and discharge.

**22.12 Medical Care Leave**

Employees may be allowed to take sick leave **in** order to engage in personal preventative medical and dental care. The employee shall be required to show proof of having received such care. Leave under this Clause shall be deducted in accordance with clause 22.03.

**Article 23 - Leave of Absence**

**23.01 Negotiation Pay Provision**

Representatives of the Union shall not suffer any loss of pay or accumulative benefits for total time spent in negotiations with the Employer.

**\*23.02 Leave of Absence for Union Business**

(a) Upon Written request by the Union to the Administrator and with the approval in writing of the Administrator, leave with pay shall be awarded as follows:

- (i) For an employee who is a member of the Provincial Executive, or an elected delegate, and who is required to attend the convention of the Canadian Union of Public Employees (Newfoundland Division) or the convention of the Newfoundland Federation of Labour, leave with pay not exceeding three (3) days in any one year for each of the above conventions.
- (ii) For an employee who is a member of the Provincial Executive of the Union and who is required to attend Executive Meetings of the Provincial Executive, leave with pay not exceeding five (5) days in any one year.
- (iii) For an employee who is a member of the National and/or Provincial Executive or an elected delegate, who may wish to attend the National Convention of the Canadian Union of Public Employees and the Convention of the Canadian Labour Congress, leave with pay not exceeding five (5) days in any one year; no more than two (2) employees at one time **from** each hospital.
- (iv) Leave with pay shall be granted to an employee to attend educational seminars, provided that the total leave with pay granted under this clause in any one year shall not in any event exceed that number of days which is obtained by multiplying the number of Shop Stewards in the bargaining unit by one (1).

**\* (b) Twelve Hour Shift**

Upon written request by the union to the Administrator and with the approval in writing of the Administrator, leave with pay shall be awarded as follows:

- (i) For an employee who is a member of the Provincial Executive, or an elected delegate, and who is required to attend the Convention of the Canadian Union of Public Employees (Newfoundland Division) or the Convention of the Newfoundland Federation of Labour, leave with pay not exceeding twenty two point five (22.5) hours in any one year for each of

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the above Conventions.

- (ii) For an employee who is a member of the Provincial Executive of the union and who is required to attend Executive Meetings of the Provincial Executive, leave with pay not exceeding thirty seven point five (37.5) hours in any one year.
- (iii) For an employee who is a member of the National and/or Provincial Executive or an elected delegate, who may wish to attend the National Convention of the Canadian Union of Public Employees and the Convention of the Canadian Labour Congress, leave with pay not exceeding thirty seven point five (37.5) hours in any one (1) year; no more than two (2) employees at one time from each hospital.
- (iv) Leave with pay shall be granted to an employee to attend educational seminars, provided that the total leave with pay granted under this clause in any one year shall not in any event exceed that number of hours which is obtained by multiplying the number of shop stewards in the bargaining unit by seven point five (7.5) hours.

\*(c) Additional leave without pay for the purpose of attending to Union business may be granted by the Administrator on request.

### **23.03 Leave of Absence for Full-time Union Representative**

An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without loss of seniority, for a minimum of three (3) months to a maximum of thirty-six (36) months. Such leave shall be renewed, on request, during his/her term of office. Such employee shall receive his/her pay and benefits as provided for in the Agreement but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

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### **23.04 Paid Bereavement Leave**

Subject to clause 23.04 (c), an employee shall be entitled to bereavement leave with pay as follows:

- (a) In the case of the death of an employees' mother, father, brother, sister, child, spouse, legal guardian, common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law or near relative living in the same household, three (3) consecutive days.
- (b) In the case of her son-in-law, daughter-in-law, brother-in-law, or sister-in-law, one (1) day.
- (c) If the death of a relative referred to in clause 23.04 (a) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) consecutive days for the purpose of attending the funeral.
- (d) In cases where extraordinary circumstances prevail, the Employer, at his discretion, may grant special leave with pay for bereavement up to a maximum of two (2) days in addition to that provided in clauses 23.04 (a), (b), and (c).

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### **23.05 Family Leave**

- (a) Subject to clause 23.05 (b), (c), and (d), an employee who is required to:

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- (i) attend to the temporary care of a sick family member living in the same household;
  - (ii) attend to the needs related to the birth of the employee's child;
  - (iii) accompany a dependant family member living in the same household on a dental or medical appointment;
  - (iv) attend meetings with school authorities;
  - (v) attend to needs related to the adoption of a child; and
  - (vi) attend to needs related to home or family emergencies;
- shall be awarded up to three (3) days paid family leave in any calendar year.

- (b) In order to qualify for family leave, the employee shall:
  - (i) provide as much notice to the Employer as is reasonably possible;
  - (ii) provide to the Employer valid reasons why such leave is required; and
  - (iii) where appropriate, and in particular with respect to (iii), (iv), and (v) of 23.05 (a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave.
- (d) A temporary employee shall only be granted family leave if he reports to work following a recall and subsequently qualifies for family leave during that period for which he was recalled.

**23.06 Maternity/Adoption/Parental Leave**

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- (a) Commencement of Maternity/Adoption/Parental Leave  
An employee shall be permitted to commence maternity leave at the beginning of her sixth (6th) month of pregnancy. Adoption leave may be granted to an employee who legally adopts a child and upon presentation of proof of adoption. The maximum maternity/adoption/parental leave allowed under this clause shall be thirty three (33) weeks in total. However, the Employer may grant leave without pay in instances where the employee is unable to return to duty after the expiration of this leave, and upon production of medical documentation.
- (b) Protection of Position and Benefits  
The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- (c) Procedure for Return to Duty  
The employee may return to duty from maternity leave after two (2) weeks notice of her intention to do so on the production of a certificate of fitness from her physician. An employee may return to duty from Adoption/Parental leave after giving the Employer two weeks notice of his/her intention to do so.
- (d) Illness Associated with Pregnancy  
An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy before commencing maternity leave or birth of the child, whichever occurs first.
- (e) Benefits on Maternity/Adoption/Parental Leave
  - (i) Effective July 25, 1994, while on maternity/adoption/parental leave, employees shall continue to accumulate service for seniority and annual

leave purposes only (no retroactive application on annual leave).  
Maternity/adoption/parental leave up to thirty three (33) weeks shall be counted as service for the purpose of step progression and severance pay.

- (ii) Employees on **maternity/adoption/parental** leave have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of thirty three (33) weeks. Where the employee opts to continue to pay premiums and provides the Employer with written notice, the Employer will also pay its share of the premiums.
- (f) Upon written request to the Employer from the employee who is on maternity/adoption/parental leave, job postings shall be forwarded to the employee.
- (g) The Employer will endeavour to provide child care services to its employees wherever possible.

#### 23.07 Paid Jury, Court Witness or Jury Selection Leave

- (a) The Employer shall grant leave of absence without loss of pay, seniority, or accumulative benefits to an employee who serves as juror, witness in any court, or who is required to attend jury selection. The employee will present proof that he/she attended as juror, witness in court, or for the purpose of jury selection. Any remuneration the employee receives from the courts shall be over and above his/her pay and benefits from the Employer.
- (b) If an employee is required to be in Court in any matter arising out of his/her employment with the Employer, during his/her regular shift, on his/her scheduled day off or after his/her regular shift, he/she shall be considered as working for the Employer. This clause will not apply if an employee is charged with an **offense**.

#### 23.08 Education Leave

- (a) An employee who is upgrading his/her employment qualifications through an Employer approved upgrading course shall be entitled to leave of absence without loss of pay and benefits to write examinations required by such course.
- (b) Subject to operational requirements and availability of qualified replacement staff, an employee shall be granted unpaid educational leave of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority.

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#### 23.09 General Leave

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

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#### 23.10 Unpaid Leave

Subject to operational requirements and availability of qualified replacement staff, where required, employees may be permitted one (1) month of unpaid leave during which he/she shall earn service for seniority purposes, provided that the employee would not have been

laid off during the period of unpaid leave.

The month of unpaid leave does not necessarily have to be taken consecutively, but **cannot** be taken in increments of less than two **(2)** days at a time.

### **23.11 Extended Unpaid Leave**

Upon written request, a permanent employee who has completed two **(2)** years of service shall be granted unpaid leave to a maximum of twelve **(12)** months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled to up to a maximum of twelve **(12)** months unpaid leave for each two **(2)** years of service with the understanding that no employee can have more than twelve **(12)** consecutive months of unpaid leave at any one time. While on such leave, employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this clause is eight **(8)** weeks. An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside a bargaining unit.

## **Article 24 - Payment of Wages and Allowances**

### **24.01 Availability of Salary**

- (a) It is agreed that all employees shall be paid every two **(2)** weeks. Overtime pay will be included in the regular pay cheque of the pay period next succeeding the pay period during which the overtime was earned. On each payday, each employee shall be provided with an **itemized** statement of his wages, overtime, and other supplementary pay and deductions.
- (b) Salary cheques will be available on payday at **0800** hours for those employees scheduled to work on the previous **0001** and **0800** hours shifts and cheques will be available prior to **0001** hours on payday for those employees who worked the previous **1600** hours to **2400** hour shift.
- (c) It is agreed that those institutions which, through established institutional policy, currently followed an earlier payment schedule and a deferral of overtime payments greater than the period stated in clause **24.01** (a) above will, for the life of this Agreement, maintain their existing practice and policy.

### **\*24.02 Pay on Temporary Transfer to Higher Positions**

- \***(a)** (i) An employee who is temporarily assigned by the Employer to a position for which a higher rate of pay is applicable will receive the salary rate for the assigned position in accordance with the promotional procedure provided that he fills the position for one **(1)** or more consecutive working days.
- (ii) **Twelve Hour Shift**  
An employee who is temporarily assigned by the Employer to a position for which a higher rate of pay is applicable will receive the salary rate for the assigned position in accordance with the promotional procedure provided that he/she **fills** the position for seven point five **(7.5)** or more consecutive working hours.

- (b) Transfers within the bargaining unit shall be on the basis of seniority where ability and qualifications are equal.

**24.03 Pay on Temporary Transfer, Lower Rated Job**

When an employee is assigned to a position paying a lower rate, his rate shall not be reduced.

**24.04 Vacation Pay**

An employee with more than one year of service or an employee who has earned at least two (2) weeks vacation, upon giving at least two (2) weeks notice prior to the payday preceding the office day on which he wishes to receive his advance payment, shall receive prior to commencement of his annual vacation any regular pay cheque(s) which may fall due during his vacation.

**\*24.05 On-Call Provisions**

- (a) Standby means any period of time during which, on the instructions of the Administrator, an employee is required to be available for recall to work.
- \* (b) (i) An employee required to perform standby duty shall be paid six dollars and ninety cents (**\$6.90**) for each eight (8) hour shift of standby.  
(ii) When a standby is required on a statutory holiday, the rate of compensation shall be nine dollars and ten cents (**\$9.10**) for each eight (8) hour shift of standby.
- (c) Twelve Hour Shift  
(i) An employee required to perform standby duty shall be paid ten dollars and thirty five cents (**\$10.35**) for each twelve (12) hour shift of standby.  
(ii) When a standby is required on a statutory holiday, the rate of compensation shall be thirteen dollars and sixty five cents (**\$13.65**) for each twelve (12) hour shift of standby.
- (d) No compensation shall be granted for the total period of standby duty if the employee does not report for work when required.
- (e) On-call duty shall be equally divided among the qualified employees.

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**24.06 Transportation**

- (a) When, in the course of his duty, an employee is required to travel on the Employer's business, transportation shall be provided by the Employer, or with the approval of the Employer, he may be permitted to use his own vehicle and reimbursed at the rate of twenty-five (25) cents per kilometre effective July 25, 1994. Employees have the right to refuse to utilize their own cars for Employer business.
- (b) Payment for the use of private vehicles on the Employer's business shall be limited to the kilometre rate specified herein. The Employer assumes no liability for damage or other expenses arising as a result of the use of private vehicles.
- (c) If an employee is required to travel on the Employer's business then he shall be compensated for his transportation subject to clause 24.06 (a), and his lodging shall be paid by the Employer upon presentation of suitable receipts.

- (d) The Per Diem meal rate shall be:
  - (i) Twenty-nine dollars ~~(\$29)~~ (~~\$6.31~~ - breakfast; ~~\$9~~ - lunch; ~~\$13.69~~ - dinner) per day for the Island.
  - (ii) Thirty-two dollars ~~(\$32)~~ (~~\$7~~ - breakfast; ~~\$10~~ - lunch; ~~\$15~~ - dinner) per day for Labrador.
  - (iii) For travel outside the province, Forty-three dollars ~~(\$43)~~ per day in Canada.
  - (iv) Forty-three ~~(\$43 US)~~ per day for the US and;
  - (v) Forty-eight ~~(\$48)~~ per day for all other travel.
- (e) After each period of three ~~(3)~~ consecutive nights in overnight travel, the employee shall be entitled to one three ~~(3)~~ minute person to person telephone call.

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

**\*24.07 Labrador Benefits**

Employees eligible to receive Labrador Benefits shall be paid in accordance with Schedule G.

**24.08 Escort Duty Allowance**

- \*(a) Where employees are called upon to escort patients who are being transferred by ambulance, (air, road, **etc**), they shall be paid in addition to their regular pay, an allowance of thirty-two dollars ~~(\$32)~~ per trip effective July **25, 1994**. With the exception of Bell Island, the provisions of this clause shall not apply where an employee is escorting a patient within the same city or town or another city or town within a radius of twenty-five ~~(25)~~ miles of the employee's institution.
- (b) Employees going on escort duty will be entitled and will receive an advance travel allowance prior to commencing on such duty.
- (c) All monies earned in addition to regular pay while on escort duty will be paid no later than one ~~(1)~~ pay period following the escort.
- (d) In cases where an employee is required to work on an escort beyond **0200** hours and who has not had a sufficient rest period, he/she shall be entitled to an eight ~~(8)~~ hour rest period without loss of pay before commencing his/her regular scheduled Shift.

**24.09 Promotion Procedure**

When an employee is promoted, his salary shall be established at a step in the new pay range which gives the employee at least five ~~(5)~~ percent on his existing salary or the top of the new pay range whichever is lower.

**24.10 Demotion Procedure**

(a) **Involuntary Demotion**

When an employee is involuntarily demoted, his salary will be established at a step in the new pay range equivalent to his current salary. If his current salary falls between two steps, he shall be adjusted to the higher of the two. If his

current salary exceeds the top of the new pay range, his salary shall be maintained.

(b) **Voluntary Demotion**

When an employee is voluntarily demoted, his salary shall be established at a step in the new pay range equivalent to his existing salary. If his present salary falls between two steps, he will be adjusted to the lower of the two. If his current salary exceeds the top of the salary range he shall be adjusted to the highest step in the pay range.

**Article 25 - General Interpretation**

**25.01 Plural or Feminine Terms May Apply**

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

**Article 26 - Employee Benefits**

**26.01 Group Life and Extended Health Benefits Plan**

- (a) The plan presently in effect shall remain in effect during the term of this Agreement.
- (b) While an employee is in receipt of wages from the Employer, the Employer will pay fifty (50) percent of the premiums of the Plan and the employee will pay fifty (50) percent.
- (c) When an employee is on extended leave without pay, then the employee may pay the full premium in order to maintain coverage while on such leave.
- (d) A summary of the general provisions and benefits of the Plan is appended to the Agreement as Schedule "D".
- (e) Employer maintains payment of Employer premiums, as long as the employee maintains his/her premium payments, while he/she is on maternity/adoption/parental leave for a maximum of thirty-three (33) weeks.

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**26.02 Workers' Compensation**

- (a) All employees shall be covered by the Workers' Compensation Act. Pending the settlement of an insurable claim, the employee shall receive salary calculated as if the Workers' Compensation Commission were to accept the claim and the employee shall continue to receive full benefits of this Agreement. Payment under this clause shall not be deducted from an employee's accumulated sick leave credits. If the claim is denied by the Commission, the necessary adjustments shall be made.  
For the purpose of this clause, the employees net pay shall be calculated on the basis of the total average earnings as calculated by the Workers' Compensation Commission.
- (b) Pension credit and group insurance coverage to continue on the basis of the pre-injury salary including salary adjustments for step progression or pay increases during the period of temporary absence, subject to payment of appropriate premiums based on the pre-injury salary rate or adjusted rate because of step



progression or pay increases, provided this proposal reflects the current practice and does not violate the Workers' Compensation Act.

**Article 27 - Technological Change**

NOTE: Following article not to apply to Central Newfoundland Hospital and Western Memorial Hospital

**27.01 Advance Notice**

4a Before the introduction of any technological change or new method of operation which affects the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change.

**27.02 Consultation**

Any such change shall be made only after the Union and the Employer have discussed the matter. The discussion shall take place within twenty-one (21) days of the Employer's notification to the union.

**27.03 Attrition Arrangements**

4c & d No employee will be laid off because of technological change or new method of operation unless such employee refuses, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required by the technological change or new method of operation.

**27.04 Income Protection**

4e An employee who is displaced from his job by virtue of technological change or new method of operation will suffer no reduction in normal earnings, unless such employee has refused, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required to prevent displacement.

**27.05 Transfer Arrangements**

An employee who is displaced from his job by virtue of technological change or new method of operation will be given the opportunity to fill other vacancies according to seniority, ability and qualifications.

**27.06 Training Benefits**

4c In the event the Employer should introduce new method or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Employer, be given a reasonable period of time, in the opinion of the Employer, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee.

**27.07 No New Employees**

No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation, until the employee(s)

already working, and affected by the change, have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment, as provided for in clause 27.06.

**Article 27A - Technological or Other Change**

NOTE: The following Article will apply only to Central Newfoundland Hospital and Western Memorial Hospital.

**27A.01 Advance Notice**

Before the introduction of any technological or other change, or method of operation which affects the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change.

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**27A.02 Consultation**

Any such change shall be made only after the union and the Employer have discussed the matter. The discussion shall take place within twenty-one (21) days of the Employer's notification to the Union.

**27A.03 Attrition Arrangements**

No regular employee shall be dismissed by the Employer because of **mechanization** or technological change during the term of this Agreement.

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**27A.04 Income Protection**

An employee who is displaced from his job by virtue of technological change or improvements will suffer no reduction in normal earnings during the term of this Agreement.

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**27A.05 Transfer Arrangements**

An employee who is displaced from his job by virtue of technological change or improvements will be given the opportunity to fill other vacancies according to seniority, ability and qualifications.

**27A.06 Training Benefits**

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall be given a reasonable period of time in the opinion of the Employer, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee.

4c

**27A.07 No New Employees**

No additional employees shall be hired by the Employer until the employees already working shall be notified of the proposed technological change and where possible they will be allowed a reasonable training period to acquire the necessary knowledge or skill for retaining their employment.

## Article 28 - Contracting Out

### 28.01 Employee Protection

Should the Employer contract out work, the Employer agrees to provide other positions for any staff that would normally be laid off by the decision to contract out work and the employees salary at the time of contracting out shall be maintained during the duration of this contract.

### 28.02 Period of Notice

No contract service will be **finalized** without the Union being given sixty (60) calendar days notice of the Employer's intention to contract out that service.

## Article 29 - Uniform and Clothing Allowance

### 29.01 Uniform Requirements

At the discretion of the Employer, uniforms shall be worn as required and if supplied by the Employer remain the property of the Employer.

### 29.02 Uniform Style

Uniforms shall be of the type and design approved by the Employer.

### 29.03 Uniform Allowance

Where the Employer requires a uniform to be worn and with the Employer's approval, employees may elect to purchase uniforms of their own choosing and in such cases an allowance of one hundred and seventy-five dollars (\$175) per year (effective July 25, 1994) shall be paid providing the design, material, colour and style are approved by the Employer. The uniform allowance shall be paid on the first pay day in December or upon termination on a pro-rata basis.

### 29.04 Tradesmen's Clothing

Carpenters, electricians, painters, plumbers, power engineers and utility men shall be supplied with coveralls as required by the Employer at no expense to the employee, and shall be cleaned at the expense of the Employer.

### 29.05 Care of Clothing

Employees who do not take reasonable care of Employer owned clothing may be required by the Employer to replace such clothing at their own expense.

### 29.06 Restrictions on Use

Employees shall not wear uniforms and coveralls provided by the Employer when off duty.

### 29.07 Drivers, Operators and Attendants

Ambulance Drivers, Equipment Operators, Watchpersons and Security Guards, shall be provided with uniforms consisting of items listed in Schedule "B" to this Agreement.

**29.08 Maintenance of Work Clothing or Uniforms**

It shall be the responsibility of the Employer to clean, launder, and maintain all clothing and equipment issued to employees.

**29.09 Unsanitary or Dangerous Jobs**

All employees working on unsanitary or dangerous jobs shall be supplied with all necessary tools, safety equipment and protective clothing.

**Article 30 - General Conditions**

**30.01 Proper Accommodations**

Where possible, proper accommodation shall be provided for employees to have their meals and store and change their clothes.

The Employer will endeavour, whenever possible, to provide locker space for the protection of clothing.

**30.02 Bulletin Boards**

The Employer shall provide suitable bulletin boards for the exclusive use of the Union, placed so that all employees will have access to them and upon which the Union shall have the right to post notices of Union business. Other notices shall be subject to approval of the Employer.

**30.03 Parking Facilities**

The Employer shall provide, whenever possible, adequate facilities for employees to park their cars during their working hours.

**30.04 Portability**

(a) Employees who are accepted for employment with another Employer or same Employer within a maximum of **120** calendar days of resignation shall retain portability respecting:

- (1) Accumulated sick leave credits, and
- (2) Accumulated vacation entitlement.
- (3) Service for severance pay.

In the same manner, portability respecting:

- (1) Pension Plan, and
- (2) Health and Life Insurance Plan ✓

shall be retained where such plans are in effect in the hospital at which the employee has been accepted for **re-employment**, and the regulations respecting these plans permit the retention of these benefits.

(b) Employees who receive portability of benefits under clause **30.04** (a) shall be placed on the appropriate salary scale at their new place of employment in accordance with the following:

- (1) If the new position carries a pay range higher than that of the position just vacated, the employee shall be placed on the appropriate step of the new pay range in accordance with existing promotion procedures.

- (2) If the new position carries a pay range equivalent to that of the position just vacated, the employee shall be placed on the same step of the equivalent pay range in accordance with existing transfer procedures.
  - (3) If the new position carries a pay range lower than that of the position just vacated, the employee shall be placed on the step of the new pay range in accordance with existing voluntary demotion procedures.
- (c) Employees reemployed after termination shall, for the purpose of this Agreement be placed on their respective salary scales on a step not lower than the step they were on at the date of termination provided that they have not been out of the employment of the Employer for a period of more than two (2) years.

### **30.05 Part-time and Temporary Employees**

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- (a) Part-time employees shall receive the wages and benefits specified in this Agreement on a pro rate basis according to their hours of work.
  - (b) Temporary employees shall be entitled to wages and benefits of the Agreement for the duration of their employment. Earned benefits shall be pro-rated and employees will be allowed to carry forward these benefits from one period of employment to the next.

### **\*30.06 Retroactivity**

The following provisions are retroactive to January 1, 1998:  
Salary, overtime, and callback.

### **30.07 Payment to Terminated Employees**

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

### **30.08 Occupational Health and Safety Committee**

An Occupational Health and Safety Committee shall be formed in accordance with the Occupational Health and Safety Act for the purpose of providing prompt investigation of possible hazardous situations and environmental issues. This Committee will consist of an equal number of representatives of the Union and the Employer and shall have the authority to suspend the practice in question or otherwise remedy the situation pending further investigation. This Committee may draw on other personnel as required for investigation of a specific situation. Notwithstanding the **number** of meetings required under the legislation, the Union and the Employer may agree to meet more frequently. The mandate of the Occupational Health and Safety Committee shall be expanded to include environmental issues.

### **30.09 Pay Equity**

The parties agree to implement the Pay Equity Agreement attached in Schedule "F".

### **30.10 Separation Slips**

- (a) Provided proper notification is given, all monies and separation papers shall be provided immediately upon resignation or retirement.

- (b) Employees who are laid off shall be issued separation slips within five (5) calendar days from their last day of work.

**30.11 Criminal Liability: Indemnity for Legal Fees**

An employee who is charged in a criminal matter arising out of his/her employment and who is subsequently found not guilty, the charges are withdrawn, he/she is discharged at the preliminary hearing or the prosecution is stayed, shall have his/her reasonable legal fees paid by the Employer.

**30.12 Labour Force Adjustment and Productivity Council**

There shall be one council for each union with subcommittees for each Employer and/or agency (to be determined by mutual consent of the parties) with equal employee/Employer representatives. The Labour Force Adjustments and Productivity Council will be established **recognizing** that union participation will not be interpreted as union agreement to the layoff of employees or similar matters.

Fifty (50) percent of any savings **realized** as a result of the implementation of recommendations put forward by council will be used to pay for salary increases or other improvements in employee benefits.

The Labour Force Adjustment and Productivity Council to conduct a review of part-time and temporary employment practices to determine whether it is feasible to convert certain part-time and temporary positions to permanent status without increasing cost or creating operational difficulties.

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**Article 31 - Continuation of Acquired Rights**

**31.01** All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate 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, and either party, upon notice to the other, may reopen the pertinent parts of the Agreement so that the portions thus invalidated may be amended as required by law.

**Article 32 - Copies of Agreement**

**32.01 Cost of Printing**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and obligations under it. For this reason the Employer shall print, at a cost to be equally shared between the Union and the Employer, sufficient copies of the Agreement within thirty (30) day of signing.

**Article 33 - Severance Pay**

**33.01 Service Requirements for Severance Pay**

An employee who has nine (9) or more years continuous service in the employ of the Employer is entitled to be paid on resignation or retirement, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his weekly salary to a maximum, of twenty (20) weeks pay. For the purpose of this Article, service for a temporary employee shall be the actual period of

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employment with the Employer provided that where a break in employment exceeds twelve (12) consecutive months, service shall commence from the date of reemployment. Maternity Leave or Adoption Leave up to thirty-three (33) weeks shall be counted as service for severance pay purposes. Employees shall be given credit for all periods of maternity leave and adoption leave since their last date of hire.

**33.02 Severance Pay Paid to Estate**

Any severance pay entitlement of a deceased employee shall be paid to such employee's estate.

**Article 34 - Personal Loss**

**34.01** Subject to clauses **34.02** and **34.03**, where an employee in the performance of his duty suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered, subject to a maximum of three hundred dollars (\$300).

**34.02** All incidents of loss suffered by an employee shall be reported in writing within two (2) days of the incident to the Administrator or his designated representative.

**34.03** This provision shall only apply in respect of personal effects which the employee would reasonably have in his possession during the performance of his duty.

**Article 35 - Duration of Agreement**

**\*35.01 Duration**

Except as otherwise provided in clause **30.06**, this Agreement shall be effective from the date of signing and remain in full force and effect until **March 31, 2001, and** thereafter from year to year unless either party gives notice in writing of termination or amendment not more than one hundred and twenty (120) calendar days and not less than thirty (30) calendar days prior to the date of expiration.

**35.02 Change in Agreement**

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

**35.03 Notice of Change**

Either party desiring to propose changes to this Agreement shall within thirty (30) calendar days following receipt of notice under clause **35.01**, give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new Agreement.

**35.04 Legislation and Collective Agreements**

This is to **confirm** that notwithstanding the no strike and no lockout provisions of the agreement, notice to reopen negotiations may be issued by either party in the event that the Provincial Government passes legislation to amend any provision of this agreement.

Failing agreement, the parties may exercise the right to strike or lock out. Negotiations are to be conducted in accordance with the applicable legislation.

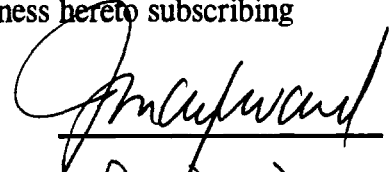
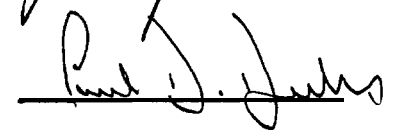


IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year **first** before written

SIGNED on behalf of the Treasury Board representing Her Majesty the Queen in right of Newfoundland by the Honourable Paul **Dicks**, President of Treasury Board and the Honourable Joan Marie **Alyward**, Minister of Health, in the Presence of the witness hereto subscribing



Witness

SIGNED on behalf of the Newfoundland and Labrador Health Care Association by the proper officers, on behalf of all Hospitals and Agencies listed in Schedule "C" in accordance with the constitution in the presence of the witness hereto subscribing



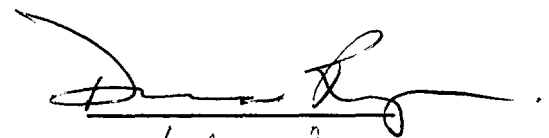

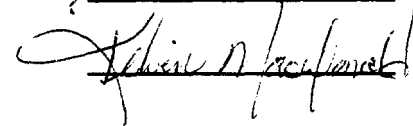
Witness



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



Witness

## SCHEDULE A - SALARIES

The salaries outlined in this schedule shall remain in effect for the term of this Agreement.

### Salary Implementation Formula

2%	January 1, 1998
2%	June 1, 1999
2%	June 1, 2000
1%	February 1, 2001

### Step Progression

1. Employees shall continue to advance one **(1)** step annually on their respective salary scale for each twelve **(12)** months of service accumulated after their last proceeding step movement.
2. New employees shall advance one **(1)** step annually on their respective salary scales effective the date when twelve **(12)** months of service is accumulated, and thereafter from year to year for each additional twelve **(12)** months of service accumulated.

### Red Circled Employees

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- (a) Red circled employees whose regular salary does not exceed the maximum of the new salary scales for their respective **HS** level shall:
  - (i) be placed on step 3 of the new scale; and
  - (ii) receive a cash payment of the difference between the percentage increase applicable for their salary rate and the salary increase received by being placed on step **3**. This cash payment will be paid **bi-weekly** for each regular hour worked.
- (b) Employees whose regular salary rate exceeds the maximum of the new salary scale for the respective **HS** level shall receive a cash payment of the percentage increase applicable for their salary rate. This cash payment will be paid **bi-weekly** for each regular hour worked.

**CUPE HOSPITAL SUPPORT STAFF**  
EFFECTIVE JANUARY 1, 1998

		<u>STEP 1</u>	STEP	<u>STEP 3</u>
HS-08	Annual	19,413.81	20,032.22	20,650.63
	<b>Bi-Weekly</b>	746.69	770.47	794.26
	Hourly	9.96	10.27	10.59
HS-09	Annual	19,555.23	20,184.40	20,813.56
	<b>Bi-Weekly</b>	752.12	776.32	800.52
	Hourly	10.03	10.35	10.67
HS-10	Annual	19,695.39	20,334.69	20,973.96
	<b>Bi-Weekly</b>	757.52	782.10	806.69
	Hourly	10.10	10.43	10.76
HS-11	Annual	19,836.81	20,486.23	21,135.62
	<b>Bi-Weekly</b>	<del>762.95</del>	787.93	812.91
	Hourly	<i>Beer</i> (10.17)	10.51	10.84
HS-12	Annual	20,012.66	20,674.08	21,335.49
	<b>Bi-Weekly</b>	769.72	795.16	820.60
	Hourly	10.26	10.60	10.94
HS-13	Annual	20,189.72	20,863.17	21,536.63
	<b>Bi-Weekly</b>	776.53	802.43	828.33
	Hourly	10.35	10.70	11.04
HS-14	Annual	20,399.99	21,098.15	21,796.32
	<b>Bi-Weekly</b>	784.62	811.47	838.32
	Hourly	10.46	10.82	11.18
HS-15	Annual	20,647.15	21,373.21	22,099.29
	<b>Bi-Weekly</b>	794.12	822.05	849.97
	Hourly	10.59	10.96	11.33
HS-16	Annual	20,899.23	21,651.38	22,403.52
	<b>Bi-Weekly</b>	803.82	832.75	861.67
	Hourly	10.72	11.10	11.49
HS-17	Annual	21,242.30	22,033.59	22,824.89
	<b>Bi-Weekly</b>	817.01	847.45	877.88
	Hourly	10.89	11.30	11.71
HS-18	Annual	21,477.15	22,303.14	23,129.11
	<b>Bi-Weekly</b>	826.04	857.81	889.58
	Hourly	11.01	11.44	11.86

**CUPE HOSPITAL SUPPORT STAFF  
EFFECTIVE JANUARY 1, 1998**

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
HS-19	Annual	21,897.70	22,772.47	23,647.24
	<b>Bi-Weekly</b>	<b>842.22</b>	<b>875.86</b>	<b>909.51</b>
	Hourly	11.23	11.68	12.13
HS-20	Annual	22,360.03	23,298.97	24,237.91
	<b>Bi-Weekly</b>	<b>860.00</b>	<b>896.11</b>	<b>932.23</b>
	Hourly	11.47	11.95	12.43
HS-21	Annual	22,721.56	23,730.51	24,739.46
	<b>Bi-Weekly</b>	<b>873.91</b>	<b>912.71</b>	<b>951.52</b>
	Hourly	11.65	12.17	12.69
HS-22	Annual	23,175.29	24,261.61	25,347.94
	<b>Bi-Weekly</b>	<b>891.36</b>	<b>933.14</b>	<b>974.92</b>
	Hourly	11.88	12.44	13.00
HS-23	Annual	23,624.11	24,769.91	25,915.70
	<b>Bi-Weekly</b>	<b>908.62</b>	<b>952.69</b>	<b>996.76</b>
	Hourly	12.11	12.70	13.29
HS-24	Annual	24,486.08	25,734.28	26,982.48
	<b>Bi-Weekly</b>	<b>941.77</b>	<b>989.78</b>	<b>1,037.79</b>
	Hourly	12.56	13.20	13.84
HS-25	Annual	25,393.57	26,719.50	28,045.41
	<b>Bi-Weekly</b>	<b>976.68</b>	<b>1,027.67</b>	<b>1,078.67</b>
	Hourly	13.02	13.70	14.38
HS-26	Annual	26,324.40	27,720.84	29,117.27
	<b>Bi-Weekly</b>	<b>1,012.48</b>	<b>1,066.19</b>	<b>1,119.90</b>
	Hourly	13.50	14.22	14.93
HS-27	Annual	27,255.25	28,720.26	30,185.29
	<b>Bi-Weekly</b>	<b>1,048.28</b>	<b>1,104.63</b>	<b>1,160.97</b>
	Hourly	13.98	14.73	15.48
HS-28	Annual	28,234.04	29,771.69	31,309.35
	<b>Bi-Weekly</b>	<b>1,085.92</b>	<b>1,145.07</b>	<b>1,204.21</b>
	Hourly	14.48	15.27	16.06
HS-29	Annual	29,013.63	30,596.86	32,180.08
	<b>Bi-Weekly</b>	<b>1,115.91</b>	<b>1,176.80</b>	<b>1,237.70</b>
	Hourly	14.88	15.69	16.50
HS-30	Annual	29,788.30	31,433.55	33,078.79
	<b>Bi-Weekly</b>	<b>1,145.70</b>	<b>1,208.98</b>	<b>1,272.26</b>
	Hourly	15.28	16.12	16.96

**CUPE HOSPITAL SUPPORT STAFF  
EFFECTIVE JANUARY 1, 1998**

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP</u>
HS-31	Annual	30,901.11	32,622.63	34,344.14
	<b>Bi-Weekly</b>	1,188.50	1,254.72	1,320.93
	Hourly	15.85	16.73	17.61
HS-32	Annual	31,882.40	33,675.29	35,468.21
	<b>Bi-Weekly</b>	1,226.25	1,295.20	1,364.16
	Hourly	16.35	17.27	18.19
HS-33	Annual	32,890.70	34,756.10	36,621.50
	<b>Bi-Weekly</b>	1,265.03	1,336.77	1,408.52
	Hourly	16.87	17.82	18.78
HS-34	Annual	34,026.88	35,970.89	37,914.88
	<b>Bi-Weekly</b>	1,308.73	1,383.50	1,458.26
	Hourly	17.45	18.45	19.44
HS-35	Annual	35,294.63	37,322.09	39,349.52
	<b>Bi-Weekly</b>	1,357.49	1,435.47	1,513.44
	Hourly	18.10	19.14	20.18
HS-36	Annual	36,610.36	38,736.73	40,863.11
	<b>Bi-Weekly</b>	1,408.09	1,489.87	1,571.66
	Hourly	18.77	19.86	20.96
HS-37	Annual	37,958.06	40,168.64	42,379.24
	<b>Bi-Weekly</b>	1,459.93	1,544.95	1,629.97
	Hourly	19.47	20.60	21.73
HS-38	Annual	39,303.27	41,584.05	43,864.81
	<b>Bi-Weekly</b>	1,511.66	1,599.39	1,687.11
	Hourly	20.16	21.33	22.49
HS-39	Annual	40,622.66	43,034.27	45,445.85
	<b>Bi-Weekly</b>	1,562.41	1,655.16	1,747.92
	Hourly	20.83	22.07	23.31
HS-40	Annual	41,942.08	44,438.68	46,935.27
	<b>Bi-Weekly</b>	1,613.16	1,709.18	1,805.20
	Hourly	21.51	22.79	24.07

**CUPE HOSPITAL SUPPORT STAFF  
EFFECTIVE JUNE 1, 1999**

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
HS-08	Annual	19,802.09	20,432.86	21,063.64
	<b>Bi-Weekly</b>	761.62	785.88	810.14
	Hourly	10.15	10.48	10.80
HS-09	Annual	19,946.33	20,588.09	21,229.83
	<b>Bi-Weekly</b>	767.17	791.85	816.53
	Hourly	10.23	10.56	10.89
HS-10	Annual	20,089.30	20,741.38	21,393.44
	<b>Bi-Weekly</b>	772.67	797.75	822.82
	Hourly	10.30	10.64	10.97
HS-11	Annual	20,233.55	20,895.95	21,558.33
	<b>Bi-Weekly</b>	778.21	803.69	829.17
	Hourly	10.38	10.72	11.06
HS-12	Annual	20,412.91	21,087.56	21,762.20
	<b>Bi-Weekly</b>	785.11	811.06	837.01
	Hourly	10.47	10.81	11.16
HS-13	Annual	20,593.51	21,280.43	21,967.36
	<b>Bi-Weekly</b>	792.06	818.48	844.90
	Hourly	10.56	10.91	11.27
HS-14	Annual	20,807.99	21,520.11	22,232.25
	<b>Bi-Weekly</b>	800.31	827.70	855.09
	Hourly	10.67	11.04	11.40
HS-15	Annual	21,060.09	21,800.67	22,541.28
	<b>Bi-Weekly</b>	810.00	838.49	866.97
	Hourly	10.80	11.18	11.56
HS-16	Annual	21,317.21	22,084.41	22,851.59
	<b>Bi-Weekly</b>	819.89	849.40	878.91
	Hourly	10.93	11.33	11.72
HS-17	Annual	21,667.15	22,474.26	23,281.39
	<b>Bi-Weekly</b>	833.35	864.39	895.44
	Hourly	11.11	11.53	11.94
HS-18	Annual	21,906.69	22,749.20	23,591.69
	<b>Bi-Weekly</b>	842.57	874.97	907.37
	Hourly	11.23	11.67	12.10

**CUPE HOSPITAL SUPPORT STAFF  
EFFECTIVE JUNE 1, 1999**

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP</u>
HS-19	Annual	22,335.65	23,227.92	24,120.18
	<b>Bi-Weekly</b>	<b>859.06</b>	<b>893.38</b>	<b>927.70</b>
	Hourly	11.45	11.91	12.37
HS-20	Annual	22,807.23	23,764.95	24,722.67
	<b>Bi-Weekly</b>	<b>877.20</b>	<b>914.04</b>	<b>950.87</b>
	Hourly	11.70	12.19	12.68
HS-21	Annual	23,175.99	24,205.12	25,234.25
	<b>Bi-Weekly</b>	<b>891.38</b>	<b>930.97</b>	<b>970.55</b>
	Hourly	11.89	12.41	12.94
HS-22	Annual	23,638.80	24,746.84	25,854.90
	<b>Bi-Weekly</b>	<b>909.18</b>	<b>951.80</b>	<b>994.42</b>
	Hourly	12.12	12.69	13.26
HS-23	Annual	24,096.59	25,265.31	26,434.01
	<b>Bi-Weekly</b>	<b>926.79</b>	<b>971.74</b>	<b>1,016.69</b>
	Hourly	12.36	12.96	13.56
HS-24	Annual	24,975.80	26,248.97	27,522.13
	<b>Bi-Weekly</b>	<b>960.61</b>	<b>1,009.58</b>	<b>1,058.54</b>
	Hourly	12.81	13.46	14.11
HS-25	Annual	25,901.44	27,253.89	28,606.32
	<b>Bi-Weekly</b>	<b>996.21</b>	<b>1,048.23</b>	<b>1,100.24</b>
	Hourly	13.28	13.98	14.67
HS-26	Annual	26,850.89	28,275.26	29,699.62
	<b>Bi-Weekly</b>	<b>1,032.73</b>	<b>1,087.51</b>	<b>1,142.29</b>
	Hourly	13.77	14.50	15.23
HS-27	Annual	27,800.36	29,294.67	30,789.00
	<b>Bi-Weekly</b>	<b>1,069.24</b>	<b>1,126.72</b>	<b>1,184.19</b>
	Hourly	14.26	15.02	15.79
HS-28	Annual	28,798.72	30,367.12	31,935.54
	<b>Bi-Weekly</b>	<b>1,107.64</b>	<b>1,167.97</b>	<b>1,228.29</b>
	Hourly	14.77	15.57	16.38
HS-29	Annual	29,593.90	31,208.80	32,823.68
	<b>Bi-Weekly</b>	<b>1,138.23</b>	<b>1,200.34</b>	<b>1,262.45</b>
	Hourly	15.18	16.00	16.83
HS-30	Annual	30,384.07	32,062.22	33,740.37
	<b>Bi-Weekly</b>	<b>1,168.62</b>	<b>1,233.16</b>	<b>1,297.71</b>
	Hourly	15.58	16.44	17.30

**CUPE HOSPITAL SUPPORT STAFF  
EFFECTIVE JUNE 1, 1999**

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP</u>
HS-31	Annual	31,519.13	33,275.08	35,031.02
	<b>Bi-Weekly</b>	1,212.27	1,279.81	1,347.35
	Hourly	16.16	17.06	17.96
HS-32	Annual	32,520.05	34,348.80	36,177.57
	<b>Bi-Weekly</b>	1,250.77	1,321.11	1,391.45
	Hourly	16.68	17.61	18.55
HS-33	Annual	33,548.51	35,451.22	37,353.93
	<b>Bi-Weekly</b>	1,290.33	1,363.51	1,436.69
	Hourly	17.20	18.18	19.16
HS-34	Annual	34,707.42	36,690.31	38,673.18
	<b>Bi-Weekly</b>	1,334.90	1,411.17	1,487.43
	Hourly	17.80	18.82	19.83
HS-35	Annual	36,000.52	38,068.53	40,136.51
	<b>Bi-Weekly</b>	1,384.64	1,464.17	1,543.71
	Hourly	18.46	19.52	20.58
HS-36	Annual	37,342.57	39,511.46	41,680.37
	<b>Bi-Weekly</b>	1,436.25	1,519.67	1,603.09
	Hourly	19.15	20.26	21.37
HS-37	Annual	38,717.22	40,972.01	43,226.82
	<b>Bi-Weekly</b>	1,489.12	1,575.85	1,662.57
	Hourly	19.85	21.01	22.17
HS-38	Annual	40,089.34	42,415.73	44,742.11
	<b>Bi-Weekly</b>	1,541.90	1,631.37	1,720.85
	Hourly	20.56	21.75	22.94
HS-39	Annual	41,435.11	43,894.96	46,354.77
	<b>Bi-Weekly</b>	1,593.66	1,688.27	1,782.88
	Hourly	21.25	22.51	23.77
HS-40	Annual	42,780.92	45,327.45	47,873.98
	<b>Bi-Weekly</b>	1,645.42	1,743.36	1,841.31
	Hourly	21.94	23.24	24.55



**CUPE HOSPITAL SUPPORT STAFF  
EFFECTIVE JUNE 1, 2000**

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP</u>
HS-08	Annual	20,198.13	20,841.52	21,484.91
	<b>Bi-Weekly</b>	776.85	801.60	826.34
	Hourly	10.36	10.69	11.02
HS-09	Annual	20,345.26	20,999.85	21,654.43
	<b>Bi-Weekly</b>	782.51	807.69	832.86
	Hourly	10.43	10.77	11.10
HS-10	Annual	20,491.09	21,156.21	21,821.31
	<b>Bi-Weekly</b>	788.12	813.70	839.28
	Hourly	10.51	10.85	11.19
HS-11	Annual	20,638.22	21,313.87	21,989.50
	<b>Bi-Weekly</b>	793.78	819.76	845.75
	Hourly	10.58	10.93	11.28
HS-12	Annual	20,821.17	21,509.31	22,197.44
	<b>Bi-Weekly</b>	800.81	827.28	853.75
	Hourly	10.68	11.03	11.38
HS-13	Annual	21,005.38	21,706.04	22,406.71
	<b>Bi-Weekly</b>	807.90	834.85	861.80
	Hourly	10.77	11.13	11.49
HS-14	Annual	21,224.15	21,950.51	22,676.90
	<b>Bi-Weekly</b>	816.31	844.25	872.19
	Hourly	10.88	11.26	11.63
HS-15	Annual	21,481.29	22,236.68	22,992.11
	<b>Bi-Weekly</b>	826.20	855.26	884.31
	Hourly	11.02	11.40	11.79
HS-16	Annual	21,743.55	22,526.10	23,308.62
	<b>Bi-Weekly</b>	836.29	866.39	896.49
	Hourly	11.15	11.55	11.95
HS-17	Annual	22,100.49	22,923.75	23,747.02
	<b>Bi-Weekly</b>	850.02	881.68	913.35
	Hourly	11.33	11.76	12.18
HS-18	Annual	22,344.82	23,204.18	24,063.52
	<b>Bi-Weekly</b>	859.42	892.47	925.52
	Hourly	11.46	11.90	12.34

**CUPE HOSPITAL SUPPORT STAFF  
EFFECTIVE JUNE 1, 2000**

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
HS-19	Annual	22,782.36	23,692.48	24,602.58
	<b>Bi-Weekly</b>	876.24	911.25	946.25
	Hourly	11.68	12.15	12.62
HS-20	Annual	23,263.37	24,240.25	25,217.12
	<b>Bi-Weekly</b>	894.75	932.32	969.89
	Hourly	11.93	12.43	12.93
HS-21	Annual	23,639.51	24,689.22	25,738.94
	<b>Bi-Weekly</b>	909.21	949.59	989.96
	Hourly	12.12	12.66	13.20
HS-22	Annual	24,111.58	25,241.78	26,372.00
	<b>Bi-Weekly</b>	927.37	970.84	1,014.31
	Hourly	12.36	12.94	13.52
HS-23	Annual	24,578.52	25,770.62	26,962.69
	<b>Bi-Weekly</b>	945.33	991.18	1,037.03
	Hourly	12.60	13.22	13.83
HS-24	Annual	25,475.32	26,773.95	28,072.57
	<b>Bi-Weekly</b>	979.82	1,029.77	1,079.71
	Hourly	13.06	13.73	14.40
HS-25	Annual	26,419.47	27,798.97	29,178.45
	<b>Bi-Weekly</b>	1,016.13	1,069.19	1,122.25
	Hourly	13.55	14.26	14.96
HS-26	Annual	27,387.91	28,840.77	30,293.61
	<b>Bi-Weekly</b>	1,053.38	1,109.26	1,165.14
	Hourly	14.05	14.79	15.54
HS-27	Annual	28,356.37	29,880.56	31,404.78
	<b>Bi-Weekly</b>	1,090.63	1,149.25	1,207.88
	Hourly	14.54	15.32	16.11
HS-28	Annual	29,374.69	30,974.46	32,574.25
	<b>Bi-Weekly</b>	1,129.80	1,191.33	1,252.86
	Hourly	15.06	15.88	16.70
HS-29	Annual	30,185.78	31,832.98	33,480.15
	<b>Bi-Weekly</b>	1,160.99	1,224.35	1,287.70
	Hourly	15.48	16.32	17.17
HS-30	Annual	30,991.75	32,703.46	34,415.18
	<b>Bi-Weekly</b>	1,191.99	1,257.83	1,323.66
	Hourly	15.89	16.77	17.65

**CUPE HOSPITAL SUPPORT STAFF  
EFFECTIVE JUNE 1, 2000**

		<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>
HS-31	Annual	32,149.51	33,940.58	35,731.64
	<b>Bi-Weekly</b>	1,236.52	1,305.41	1,374.29
	Hourly	16.49	17.41	18.32
HS-32	Annual	33,170.45	35,035.78	36,901.12
	<b>Bi-Weekly</b>	1,275.79	1,347.53	1,419.27
	Hourly	17.01	17.97	18.92
HS-33	Annual	34,219.48	36,160.24	38,101.01
	<b>Bi-Weekly</b>	1,316.13	1,390.78	1,465.42
	Hourly	17.55	18.54	19.54
HS-34	Annual	35,401.57	37,424.12	39,446.64
	<b>Bi-Weekly</b>	1,361.60	1,439.39	1,517.18
	Hourly	18.15	19.19	20.23
HS-35	Annual	36,720.53	38,829.90	40,939.24
	<b>Bi-Weekly</b>	1,412.33	1,493.46	1,574.59
	Hourly	18.83	19.91	20.99
HS-36	Annual	38,089.42	40,301.69	42,513.98
	<b>Bi-Weekly</b>	1,464.98	1,550.07	1,635.15
	Hourly	19.53	20.67	21.80
HS-37	Annual	39,491.56	41,791.45	44,091.36
	<b>Bi-Weekly</b>	1,518.91	1,607.36	1,695.82
	Hourly	20.25	21.43	22.61
HS-38	Annual	40,891.13	43,264.04	45,636.95
	<b>Bi-Weekly</b>	1,572.74	1,664.00	1,755.27
	Hourly	20.97	22.19	23.40
HS-39	Annual	42,263.81	44,772.86	47,281.87
	<b>Bi-Weekly</b>	1,625.53	1,722.03	1,818.53
	Hourly	21.67	22.96	24.25
HS-40	Annual	43,636.54	46,234.00	48,831.46
	<b>Bi-Weekly</b>	1,678.33	1,778.23	1,878.13
	Hourly	22.38	23.71	25.04

**CUPE HOSPITAL SUPPORT STAFF  
EFFECTIVE FEBRUARY 1, 2001**

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP</u>
HS-08	Annual	20,400.11	21,049.94	21,699.76
	Biweekly	784.62	809.61	834.61
	Hourly	10.46	10.79	11.13
HS-09	Annual	20,548.71	21,209.85	21,870.97
	<b>Bi-Weekly</b>	790.34	815.76	841.19
	Hourly	10.54	10.88	11.22
HS-10	Annual	20,696.00	21,367.77	22,039.52
	<b>Bi-Weekly</b>	796.00	821.84	847.67
	Hourly	10.61	10.96	11.30
HS-11	Annual	20,844.60	21,527.01	22,209.40
	<b>Bi-Weekly</b>	801.72	827.96	854.21
	Hourly	10.69	11.04	11.39
HS-12	Annual	21,029.38	21,724.40	22,419.41
	<b>Bi-Weekly</b>	808.82	835.55	862.29
	Hourly	10.78	11.14	11.50
HS-13	Annual	21,215.43	21,923.10	22,630.78
	<b>Bi-Weekly</b>	815.98	843.20	870.41
	Hourly	10.88	11.24	11.61
HS-14	Annual	21,436.39	22,170.02	22,903.67
	<b>Bi-Weekly</b>	824.48	852.69	880.91
	Hourly	10.99	11.37	11.75
HS-15	Annual	21,696.10	22,459.05	23,222.03
	<b>Bi-Weekly</b>	834.47	863.81	893.16
	Hourly	11.13	11.52	11.91
HS-16	Annual	21,960.99	22,751.36	23,541.71
	<b>Bi-Weekly</b>	844.65	875.05	905.45
	Hourly	11.26	11.67	12.07
HS-17	Annual	22,321.49	23,152.99	23,984.49
	<b>Bi-Weekly</b>	858.52	890.50	922.48
	Hourly	11.45	11.87	12.30
HS-18	Annual	22,568.27	23,436.22	24,304.16
	<b>Bi-Weekly</b>	868.01	901.39	934.78
	Hourly	11.57	12.02	12.46
HS-19	Annual	23,010.18	23,929.40	24,848.61
	<b>Bi-Weekly</b>	885.01	920.36	955.72
	Hourly	11.80	12.27	12.74

**CUPE HOSPITAL SUPPORT STAFF  
EFFECTIVE FEBRUARY 1, 2001**

		<u>STEP 1</u>	<u>STEP 2</u>	STEP
HS-20	Annual	23,496.00	24,482.65	25,469.29
	<b>Bi-Weekly</b>	903.69	941.64	979.59
	Hourly	12.05	12.56	13.06
HS-21	Annual	23,875.91	24,936.11	25,996.33
	<b>Bi-Weekly</b>	918.30	959.08	999.86
	Hourly	12.24	12.79	13.33
HS-22	Annual	24,352.70	25,494.20	26,635.72
	<b>Bi-Weekly</b>	936.64	980.55	1,024.45
	Hourly	12.49	13.07	13.66
HS-23	Annual	24,824.31	26,028.33	27,232.32
	<b>Bi-Weekly</b>	954.78	1,001.09	1,047.40
	Hourly	12.73	13.35	13.97
HS-24	Annual	25,730.07	27,041.69	28,353.30
	<b>Bi-Weekly</b>	989.62	1,040.07	1,090.51
	Hourly	13.19	13.87	14.54
HS-25	Annual	26,683.66	28,076.96	29,470.23
	<b>Bi-Weekly</b>	1,026.29	1,079.88	1,133.47
	Hourly	13.68	14.40	15.11
HS-26	Annual	27,661.79	29,129.18	30,596.55
	<b>Bi-Weekly</b>	1,063.92	1,120.35	1,176.79
	Hourly	14.19	14.94	15.69
HS-27	Annual	28,639.93	30,179.37	31,718.83
	<b>Bi-Weekly</b>	1,101.54	1,160.75	1,219.96
	Hourly	14.69	15.48	16.27
HS-28	Annual	29,668.44	31,284.20	32,899.99
	<b>Bi-Weekly</b>	1,141.09	1,203.24	1,265.38
	Hourly	15.21	16.04	16.87
HS-29	Annual	30,487.64	32,151.31	33,814.95
	<b>Bi-Weekly</b>	1,172.60	1,236.59	1,300.58
	Hourly	15.63	16.49	17.34
HS-30	Annual	31,301.67	33,030.49	34,759.33
	<b>Bi-Weekly</b>	1,203.91	1,270.40	1,336.90
	Hourly	16.05	16.94	17.83

**CUPE HOSPITAL SUPPORT STAFF  
EFFECTIVE FEBRUARY 1, 2001**

		<b><u>STEP 1</u></b>	<b>STEP</b>	<b>STEP</b>
HS-31	Annual	32,471.01	34,279.99	36,088.96
	<b>Bi-Weekly</b>	1,248.89	1,318.46	1,388.04
	Hourly	16.65	17.58	18.51
HS-32	Annual	33,502.15	35,386.14	37,270.13
	<b>Bi-Weekly</b>	1,288.54	1,361.01	1,433.47
	Hourly	17.18	18.15	19.11
HS-33	Annual	34,561.67	36,521.84	38,482.02
	<b>Bi-Weekly</b>	1,329.30	1,404.69	1,480.08
	Hourly	17.72	18.73	19.73
HS-34	Annual	35,755.59	37,798.36	39,841.11
	<b>Bi-Weekly</b>	1,375.22	1,453.78	1,532.35
	Hourly	18.34	19.38	20.43
HS-35	Annual	37,087.74	39,218.20	41,348.63
	<b>Bi-Weekly</b>	1,426.45	1,508.39	1,590.33
	Hourly	19.02	20.11	21.20
HS-36	Annual	38,470.31	40,704.71	42,939.12
	<b>Bi-Weekly</b>	1,479.63	1,565.57	1,651.50
	Hourly	19.73	20.87	22.02
HS-37	Annual	39,886.48	42,209.36	44,532.27
	<b>Bi-Weekly</b>	1,534.10	1,623.44	1,712.78
	Hourly	20.45	21.65	22.84
HS-38	Annual	41,300.04	43,696.68	46,093.32
	<b>Bi-Weekly</b>	1,588.46	1,680.64	1,772.82
	Hourly	21.18	22.41	23.64
HS-39	Annual	42,686.45	45,220.59	47,754.69
	<b>Bi-Weekly</b>	1,641.79	1,739.25	1,836.72
	Hourly	21.89	23.19	24.49
HS-40	Annual	44,072.91	46,696.34	49,319.77
	<b>Bi-Weekly</b>	1,695.11	1,796.01	1,896.91
	Hourly	22.60	23.95	25.29

SCHEDULE A  
Classifications in HS Bargaining Unit

CLASSIFICATION TITLE	CLASS SPEC#	PAY RANGE
Accountant I	0210	HS-29
Accounting Clerk I	0205	HS-19
Accounting Clerk II	0206	HS-23
Administration Officer I	0505	HS-30
Ambulance Dispatcher I	5637	HS-22
Ambulance Dispatcher II	5638	HS-28
Ambulance Operator/Attendant I	5634	HS-20
Ambulance Operator/Attendant II	5635	HS-26
Ambulance Operator/Attendant III	5636	HS-28
Art Instructor (Painting & Drawing)	5845	HS-29
Assistant Beautician	8526	HS-15
Audiology Technician	5320	HS-21
Audiology Technician (Trainee)	5319	HS-14
Audio-Video Production Technician	2431	HS-24
Audio-Visual Equipment technician	2426	HS-25
Auto Mechanic	8207	HS-23
Autopsy Assistant	5262	HS-18
Autopsy Technician	5263	HS-20
Barber I	8522	HS-17
Barber II	8523	HS-18
Beautician I	8527	HS-17
Beautician II	8528	HS-18
Behaviour Management Specialist	6089	HS-32
Boiler Plant Operator	8623	HS-19
Buyer I	0412	HS-25
Buyer II	0414	HS-28
Cardiac Technician	5237	HS-24
Cardiovascular Perfusion Technician	5252	HS-25
Cardiovascular Perfusion Technologist	5255	HS-35
Carpenter I	8145	HS-22
Carpenter II	8146	HS-24
Child Care Attendant I	7245	HS-08
Child Care Attendant II	7246	HS-10
Child Management Specialist	6085	HS-30
Clerk I	0015	HS-11
Clerk II	0016	HS-15
Clerk III	0017	HS-19
Clerk IV	0018	HS-25

CLASSIFICATION TITLE	CLASS SPEC#	PAY RANGE
Clerk Stenographer I	0025	HS-13
Clerk Stenographer II	0026	HS-17
Clerk Stenographer III	0027	HS-21
Clerk Typist I	0020	HS-12
Clerk typist II	0021	HS-16
Clerk Typist III	0022	HS-20
Closed Circuit Television Technician	2450	HS-25
Computer Operations Supervisor	0895	HS-27
Computer Operator I	0892	HS-22
Computer Operator II	0893	HS-24
Computer Programmer/Analyst	0888	HS-36
Computer Programmer I	0889	HS-32
Computer Programmer II	0890	HS-34
Computer Support Specialist	0885	HS-34
Computer Support Technician	0899	HS-28
Computer Systems Analyst I	0886	HS-38
Computer Systems Analyst II	0887	HS-40
Cook I	7116	HS-16
Cook II	7117	HS-19
Cook Helper	7115	HS-10
Data Entry Operator	0897	HS-16
Dental Assistant I	5105	HS-15
Dental Assistant II	5107	HS-17
Dental Hygienist I	5115	HS-24
Dental Hygienist II	5116	HS-26
Dental Technician	5110	HS-19
Dental Technician (Psychiatry)	5112	HS-20
Departmental Programme Co-ordinator	0504	HS-34
Domestic Worker	7215	HS-08
Dormitory Receptionist	7224	HS-10
Dormitory Supervisor I	7225	HS-14
Drug Clerk	5236	HS-16
Duplicating Equipment Operator	0114	HS-12
Electrician I	8140	HS-24
Electrician II	8141	HS-26
Electrocardiograph technician I	5280	HS-16
Electrocardiograph Technician II	5281	HS-19
Electroencephalograph Assistant	5229	HS-16
Electronics Controls Repairer	8501	HS-24
Electronics Technician	8500	HS-26



CLASSIFICATION TITLE	CLASS SPEC#	PAY RANGE
Elevator Operator	7205	HS-08
Engineering Technician II	3238	HS-30
Equipment Operator I	8005	HS-16
Equipment Operator II	8006	HS-18
Farm Attendant (Juvenile)	4004	HS-22
Farming/Building Maintenance Worker	4003	HS-25
Farm Worker	4005	HS-14
Food Operations Supervisor I	7135	HS-20
Food Service Supervisor	7110	HS-16
Food Service Worker I	7105	HS-08
Food Service Worker II	7106	HS-15
Gardener I	8310	HS-16
Health Monitoring Technician	5265	HS-22
Health Records Analyst	5007	HS-22
Hospital Admitting Clerk I	5072	HS-16
Hospital Admitting Clerk II	5073	HS-19
Information Officer	0824	HS-27
Instructional Materials Development Specialist./ Librarian	2448	HS-32
Job Opportunities Officer	5850	HS-29
Key Punch Operator	0125	HS-12
Labourer I	8305	HS-14
Land Administrator	0900	HS-38
Laundry Supervisor I	7010	HS-17
Laundry Worker I	7005	HS-08
Laundry Worker II	7006	HS-10
Laundry Worker III	7007	HS-14
Librarian I	2309	HS-30
Library Assistant	2303	HS-18
Library Clerk	2301	HS-16
Library Technician I	2305	HS-20
Library Technician II	2306	HS-22
Library Technician III	2307	HS-24
Licensed Practical Nurse I	5606	HS-19
Licensed Practical Nurse II	5607	HS-22
Mail and Messenger Clerk I	0005	HS-11
Maintenance Repairer I	8105	HS-18
Maintenance Repairer II	8106	HS-22
Management Analyst I	0350	HS-29
Management Analyst II	0351	HS-35
Meat Cutter	7125	HS-15

CLASSIFICATION TITLE	CLASS SPEC#	PAY RANGE
Mechanical Equipment Repairer	8148	HS-24
Medical Equipment Repairer	8502	HS-19
Medical Records Librarian I	5004	HS-24
Medical Records Technician I	5002	HS-18
Medical Records Technician II	5003	HS-20
Medical Services Aide I	5052	HS-10
Medical Services Aide II	5053	HS-12
Microfilm Operator I	0808	HS-11
Mould Room Technician	5260	HS-19
Nursing Students Counsellor	2419	HS-30
Nutritionist I	5009	HS-26
Nutritionist II	5010	HS-29
Occupational Therapy Aide	5307	HS-16
Offset Press Operator I	8566	HS-20
Operating Room Technician	5610	HS-21
Ophthalmologist Assistant	5337	HS-16
Orthopaedic Technician	5251	HS-21
Painter I	8130	HS-21
Painter II	8131	HS-23
Parental Care Supervisor I	7240	HS-19
Parental Care Supervisor II	7241	HS-26
Payroll Officer I	0089	HS-19
Payroll Officer II	0090	HS-22
Personal Care Attendant	5605	HS-14
Pest Control Worker	7210	HS-14
Pharmacy Technician	7238	HS-18
Photographic Technician (Ophthalmology)	5336	HS-21
Physical Education Instructor I	2212	HS-29
Physiotherapy Aide I	5298	HS-14
Physiotherapy Aide II	5299	HS-20
Plaster Cast Technician	5250	HS-17
Plasterer	8125	HS-21
Plumber I	8135	HS-24
Plumber II	8136	HS-26
Power Engineer 4th Class	8610	HS-24
Power Engineer 4th Class (Shift-in-Charge)	8617	HS-26
Power Engineer 3rd Class	8611	HS-26
Power Engineer 2nd Class	8612	HS-30
<b>Pre-Vocational &amp; Employment Co-ordinator</b>	<b>6185</b>	<b>HS-34</b>
<b>Pre-Vocational &amp; Employment Counsellor I</b>	<b>6187</b>	<b>HS-17</b>
<b>Pro-Vocational &amp; Employment Counsellor II</b>	<b>6186</b>	<b>HS-23</b>

CLASSIFICATION TITLE	CLASS SPEC#	PAY RANGE
Printing Production Worker I	8556	HS-19
<b>Prosthetics-Orthotics</b> Helper	5268	HS-16
<b>Prosthetics-Orthotics</b> Technician II	5270	HS-24
<b>Prosthetics-Orthotics</b> Technician I	5269	HS-19
<b>Prosthetics-Orthotist</b> I	5271	HS-30
<b>Prosthetics-Orthotist</b> II	5272	HS-32
Psychiatric Community Worker	5618	HS-25
Psychiatric Nursing Assistant I	5615	HS-19
Psychiatric Nursing Assistant II	5616	HS-21
Psychiatric Therapy Aide I	5311	HS-20
Psychiatric Therapy Aide II	5312	HS-22
Psychiatric Therapy Aide III	5313	HS-24
Radio-Telephone Operator	0110	HS-16
Recreation Therapy Worker I	5294	HS-11
Recreation Therapy Worker II	5295	HS-16
Recreation Therapy Worker III	5296	HS-20
Recreational/Development Specialist	5292	HS-32
Rehabilitation Officer I	5330	HS-23
Rehabilitation Officer <b>II</b>	5331	HS-26
Residence Counsellor (School for the Deaf)	6091	HS-30
Residence Counsellor Trainee ( <b>Sch</b> for the Deaf)	6095	HS-24
Residential Housekeeper	7232	HS-14
Respiratory Technician I	5339	HS-16
Respiratory Technician II	5340	HS-20
Seamstress I	7008	HS-10
Seamstress II	7009	HS-12
Secretary I	0029	HS-21
Security Guard	7254	HS-15
Social Assistance Worker	6020	HS-29
Social Service Worker	6301	HS-24
Sports Instructor	2207	HS-16
Staff Training & Development Co-ordinator	0304	HS-32
Stenographer I	0042	HS-14
Stenographer II	0043	HS-18
Stenographer <b>III</b>	0044	HS-21
Stockhandler	0403	HS-15
Storekeeper I	0405	HS-19
Storekeeper II	0406	HS-22
Student Assistant	6830	HS-14
Swimming Instructor	2205	HS-16
Switchboard Operator I	0105	HS-11

<b>CLASSIFICATION TITLE</b>	<b>CLASS SPEC#</b>	<b>PAY RANGE</b>
Switchboard Operator <b>II</b>	<b>0106</b>	<b>HS-15</b>
Trades Helper	<b>8103</b>	<b>HS-16</b>
Typist I	<b>0011</b>	<b>HS-12</b>
Typist II	<b>0012</b>	<b>HS-17</b>
<b>Urodynamics</b> Technician	<b>5613</b>	<b>HS-23</b>
Urology Technician	<b>5612</b>	<b>HS-21</b>
Utility Worker I	<b>8100</b>	<b>HS-15</b>
Utility Worker II	<b>8101</b>	<b>HS-17</b>
Watchperson	<b>7250</b>	<b>HS-14</b>
Word Processing Equipment Operator I	<b>0118</b>	<b>HS-18</b>
Word Processing Equipment Operator II	<b>0119</b>	<b>HS-20</b>
Word Processing Supervisor	<b>0120</b>	<b>HS-22</b>
X-Ray Film Processor I	<b>5216</b>	<b>HS-15</b>
Youth Care Supervisor	<b>6011</b>	<b>HS-28</b>
Youth Care Worker	<b>6009</b>	<b>HS-24</b>

## SCHEDULE A-1

### CLASSIFICATIONS IN HS BARGAINING UNIT ST. PATRICK'S MERCY HOME

Specification X	Classification Title	Pay Range #
0105	Switchboard Operator I	HS11
0205	Accounting Clerk I	HS19
5294	Recreation Therapy Worker I	HS11
5295	Recreation Therapy Worker II	HS16
5299	Physiotherapy Aide II	HS20
5307	Occupational Therapy Aide	HS16
5605	Personal Care Attendant	HS14
5606	Licensed Practical Nurse I	HS19
6302	Social Worker I	HS30
6303	Social Worker II	HS32
7005	Laundry Worker I	HS08
7006	Laundry Worker II	HS10
7007	Laundry Worker III	HS14
7008	Seamstress I	HS10
7105	Food Service Worker I	HS08
7115	Cook's Helper	HS10
7116	Cook I	HS16
7117	Cook II	HS19
7215	Domestic Worker	HS08
8100	Utility Worker I	HS15
8105	Maintenance Repairer I	HS18
8106	Maintenance Repairer II	HS22
8610	Power Engineer (Fourth Class)	HS24
8623	Boiler Plant Operator	HS19

## **SCHEDULE B**

The following items to be supplied to personnel on the following basis:

### **AMBULANCEPERSONNEL**

1 reversible raincoat	To be replaced as required on forfeiture of previous item issued.
1 pair hip rubbers	To be replaced as required on forfeiture of previous item issued.
1 parka	Every two years
1 cap	Every two years
1 uniform	Each year
<b>3 shirts</b>	Each year
1 tie	Each year
1 pair of gloves	Each year

### **PARKING LOT ATTENDANT**

1 reversible raincoat
1 parka
1 pair overshoes
1 pair long rubbers
1 cap
1 <b>sou'wester</b>

Items to be replaced on forfeiture of previous items.

## SCHEDULE C

Hospitals and Agencies which are party to this Agreement and herein referred to as the Employer:

Western Health Care Corporation operating:

Western Memorial Regional Hospital ✓  
Interfaith Home, Comer Brook ✓  
O'Connell Centre ✓  
Deer Lake Clinic ✓  
Health and Community Services-Western ✓  
Sir Thomas **Roddick** Hospital Dietary Staff ✓

Central West Health Board Inc. operating:

**M. J. Boylen** Hospital ✓  
Central Newfoundland Health Care Centre ✓  
**Carmelite** House ✓  
St. **Alban's** Clinic ✓  
**Lewisporte** Clinic ✓

Central East Health Care Institutions Board operating:

Notre Dame Bay Memorial Hospital ✓  
New World Island Clinic ✓

Grenfell Regional Health Services Board operating:

Charles **S.** Curtis Memorial Hospital ✓  
Flowers Cove Nursing Station ✓  
Interfaith Home, St. Anthony ✓  
**Forteau** Nursing Station

Health Labrador Corporation operating:

Captain William **Jackman** Memorial Hospital ✓

St. Patrick's Mercy Home ✓  
Glenbrook Lodge ✓

## SCHEDULE D

### **SUMMARY OF GROUP INSURANCE BENEFITS FOR MEMBERS OF THE GOVERNMENT OF NEWFOUNDLAND PLAN**

The Employee Benefits Booklet contains a more detailed description of the benefits of the Plan. The following summary has been prepared to outline the basic content of the Plan only, as contractual provisions specified within the group insurance policies prevail.

#### **BENEFITS**

##### **GROUP LIFE INSURANCE**

You are insured for a life insurance benefit equal to two times your current annual salary rounded to the next higher **\$1,000**, if not already a multiple thereof, subject to a minimum of **\$10,000** and a maximum of **\$300,000**.

*3a1/50%*  
*12 per page*  
*48*

If your insurance ceases on or prior to age **65**, you may be entitled to convert the cancelled amount of basic group life insurance to an individual policy of the type then being offered by the insurer to conversion applicants within **31 days** of the termination or reduction date, and no medical evidence of insurability would be required. The premium rate would be based on your age and class of risk at that time.

##### **DEPENDENT LIFE INSURANCE**

In the event of the death of your spouse or dependent child from any cause whatsoever while you are insured under the plan, the insurance company will pay you **\$6,000** in respect of your spouse and **\$3,000** in respect of each insured dependent child.

##### **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

The plan provides accidental death and dismemberment insurance coverage in an amount equal to your basic group life insurance (two times your current annual salary). Coverage is provided **24** hours per day, anywhere in the world, for any accident resulting in death, dismemberment, paralysis, loss of use, or loss of speech or hearing.

If you sustain an injury caused by an accident occurring while the policy is in force which results in one of the following losses, within **365** days of the accident, the benefit shown will be paid to you. In the case of accidental death, the benefit will be paid to the beneficiary you have named to receive your group life insurance benefits. Benefits are payable in accordance with the following schedule:



**Schedule of Benefits**

**100% of Principal Sum For Loss of:**

- Life
- Both Hands or Both Feet
- Entire Sight of Both Eyes
- One Hand and One Foot
- One Hand and Entire Sight of One Eye
- One Foot and Entire Sight of One Eye
- Speech and Hearing in Both Ears
- Use of Both Arms or Both Legs or Both Hands
- **Quadriplegia** (total paralysis of both upper and lower limbs)
- Paraplegia (total paralysis of both lower limbs)
- **Hemiplegia** (total paralysis of upper and lower limbs of one side of the body)

**75% of Principal Sum For Loss of:**

One Arm or One Leg  
Use of One Arm or One Leg

**66 2/3% of Principal Sum For Loss of:**

One Hand or One Foot  
Entire Sight of One Eye  
Speech or Hearing in Both Ears  
Use of One Hand or One Foot

**33 1/3% of Principal Sum of Loss of:**

Thumb and Index Finger of One Hand  
Four Fingers of One Hand

**16 2/3% of Principal Sum of Loss of:**

All Toes of One Foot  
Hearing in One Ear

“Loss” means complete loss by severance except that in the case of loss of sight, speech or hearing, it means loss beyond remedy by surgical or other means.

“Loss of use” means total loss of ability to perform every action and service the arm, hand or leg was able to perform before the accident.

No more than the principal sum will be paid for all losses resulting from one accident.

Benefits are not payable if loss results from or was associated with:

- suicide or self-destruction or any attempt thereat while sane or insane;
- declared or undeclared war, insurrection or participation in a riot;
- active full-time service in the armed forces of any country; and
- air travel in any aircraft not properly licensed or flown by a pilot not properly certified.

The following additional benefits are also included, please see your employee booklet for details:

Repatriation Benefit	<b>Spousal</b> Retraining Benefit
Rehabilitation Benefit	Seat Belt Benefit
Education Benefit	In-hospital Indemnity

### WAIVER OF PREMIUM PROVISION

If an insured member becomes totally disabled before age **65**, the group life, dependent life and accidental death and dismemberment, voluntary accidental death and dismemberment, and voluntary term life insurance may be continued to age **65** without payment of premiums. To have premiums waived, the employee must be totally disabled for at least six months, at which time claim forms must be submitted. Proof of prolonged disability may be required every year.

### HEALTH INSURANCE BENEFITS FOR MEMBERS AND DEPENDENTS

#### **Hospital Benefits**

13a 3 / 50%  
P. 43

If you or any of your insured dependents are confined in a hospital on the recommendation of a physician, coverage is provided for **semi-private room** accommodation at **100%**, to a daily maximum of **\$40.00**.

#### **Prescription Drug Benefit**

13a 4  
50%

This program will pay the ingredient cost of eligible drugs (including oral contraceptives and insulin), you are responsible to pay the co-pay, which will be the equivalent of the pharmacist's professional fee plus any applicable surcharge. The drug plan provides coverage for most drugs which require a prescription by law, however, but does not provide coverage for **over-the-counter** drugs, cough or cold preparations or nicotine products. Some drugs may require special **authorization**, details of the special **authorization** process are outlined in the Employee Benefits Program Booklet.

#### **Vision Care Expense Benefit**

13a 9  
50%

You and your insured dependents are covered for the following vision care expenses:

- a) Charges for eye examinations performed by an Ophthalmologist or Optometrist where the **Medicare** plan does not cover such services, limited to one such expense in a calendar year for dependent children under age **18**, and once in two calendar years for all other insured persons;

- b) Up to **80%** of covered eligible expense of **\$125** for eyeglass lenses and frames and **80%** of a covered eligible expense of **\$175** for bifocal lenses and frames limited to one expense in every three calendar years. Once in a calendar year for dependent children **under age 18 if a change in the strength of the prescription is required**. Please note that expenses for contact lenses will be reimbursed at the same level as for eyeglasses. Coverage is not provided for sunglasses, safety glasses, or repairs and maintenance.
- c) Up to **80%** of the covered eligible expenses of **\$250** in two calendar years for the purpose of contact lenses prescribed for severe **corneal** scarring, **keratoconus** or **aphakia**, provided vision can be improved to at least a **20/40** level by contact lenses, but cannot be improved to the level by spectacle lenses.
- d) one pair of eyeglasses when prescribed by an Ophthalmologist following surgery, to **80%** of a lifetime covered eligible expense of **\$200**; and
- e) **50 %** of the cost of visual training or remedial therapy.

When submitting your claims for reimbursement, please ensure your receipt clearly indicates whether your glasses are single vision or bifocal, so that accurate reimbursement can be made. Also, your receipt indicating that the expense has been paid in full must accompany the Claim Submission Form and the Vision Care Claim Form.

Records indicate that costs vary amongst dispensaries throughout the province; therefore, it is suggested that you check with several optical dispensaries before **finalizing** your purchase.

### **Extended Health Benefit**

Reimbursement is provided for reasonable and customary charges for many types of services, such as registered nurse, physiotherapist, wheelchair rental, braces, crutches, deep x-rays, ambulance service, chiropractors, to name a few. **Pre-authorization** is now required for the rental and/or purchase of all durable equipment and all Nursing Care/Home Care benefits. Effective April 1, 1997, insured employees/retirees and/or their dependents are required to obtain **pre-approval** for these services by calling the insurance carrier. Certain dollar amounts or time period maximums apply. Reimbursement is provided at **80%** for the first **\$5000** per calendar year of eligible extended health and vision care claims per calendar year; for eligible expenses between **\$5000.01** and **\$10,000** per calendar year, **90%** of the eligible amount will be reimbursed per calendar year, and for any amount exceeding **\$10,000** per calendar year the program will reimburse **100%** in any calendar year. Please consult your employee booklet for details.

### **Services not Covered Under the Supplementary Health Insurance Program**

You and/or your dependents are not covered for medical expenses incurred as a result of any of the following:

- injury or illness due to war or engaging in a riot or insurrection;

- aesthetic surgery (cosmetic surgery for beautification purposes);
- services required due to an intentional self-inflicted injury;
- delivery charges;
- hearing tests;
- pregnancy tests;
- injury or illness for which you or your dependents are covered under Workers' Compensation or a similar program;
- services or supplies received from a dental or medical department maintained by your employer, a mutual benefit association, labour union, trustee or similar type group;
- services or supplies which are covered under a government hospital plan, a government health plan or any other government plan.;
- expenses for contraceptives other than oral contraceptives;
- expenses for vitamins (except **injectables**), minerals, and protein supplements (other than expenses that would qualify for reimbursement under Eligible Expenses under the Drug Benefit);
- expenses for diets and dietary supplements, infant foods and sugar or salt substitutes;
- expenses for drugs which are used for a condition or conditions not recommended by the manufacturer of the drugs;
- experimental products or treatments for which substantial evidence, provided through objective clinical testing of the product's or treatment's safety and effectiveness for the purpose and under the conditions of the use recommended does not exist to the satisfaction of the insurer/administrator;
- expenses for lozenges, mouth washes, non-medicated shampoos, contact lens care products and skin cleaners, protectives, or emollients.

### **Group Travel Insurance**

The group travel plan covers a wide range of benefits which may be required as a result of an accident or unexpected illness incurred outside the province while travelling on business or vacation. The insurer will pay **100%** of the reasonable and customary charges (subject to any benefit maximums) for expenses, such as hospital, physician, return home and other expenses as outlined in the employee booklet. Coverage under the Group Travel Insurance is now limited to a maximum of thirty (**30**) days per trip. Coverage commences from the actual date of departure. Additional coverage is available from Blue Cross of Atlantic Canada on an optional pay all basis.

### **OPTIONAL BENEFITS**

#### **Optional Group Life Insurance**

This plan is available on an optional, employee-pay-all basis and you may apply to purchase additional group life insurance coverage for you and/or your spouse. Coverage is available from a minimum of **\$10,000** to a maximum of **\$300,000** in increments of **\$10,000**.

### **Optional Accidental Death and Dismemberment Insurance**

This plan is available on an optional, employee-pay-all basis and enables you to purchase additional amounts of accidental death and dismemberment insurance on an employee and/or family plan basis. Coverage is available from a minimum of **\$10,000** to a maximum of **\$300,000** in **\$10,000** increments.

### **Optional Long Term Disability Insurance**

This plan is available to you on an optional and employee-pay-all basis. Long term disability insurance may provide disability benefits for periods of total disability which exceed **119** days. To be eligible for this benefit, you must be a member of either the Public Service Pension Plan or **the** Uniformed Services Pension Plan.

### **Optional Dental Care Insurance**

This plan is available to you and your insured dependents on an optional and employee-pay-all basis. Coverage is available for basic and major restorative dental procedures.

### **Optional Critical Conditions Insurance**

This plan is available to you and your dependents on an optional and employee-pay-all basis. Critical Conditions Insurance will provide a lump sum payment to insured employees in the event he/she and/or dependents are afflicted, while coverage is in force, with a critical condition as defined in the policy.

### **GENERAL INFORMATION**

For the purpose of the group insurance program, the following **definition** of dependent is applicable:

#### **Spouse**

- (a) an individual to whom you are legally married; or
- (b) an individual who has been publicly represented as your spouse for at least one year.

#### **Dependent Children**

your or your spouse's unmarried, natural, adopted, foster or step-children, including a child of an unmarried minor dependent, who are:

- (a) under **21** years of age and dependent upon you for support and maintenance; or
- (b) under **25** years of age and in full-time attendance at a university or similar institution and dependent upon you for support and maintenance; or

- (c) age **21** or over who, by reason of mental or physical **infirmity**, are incapable of self-sustaining employment, and are dependent upon you for support and maintenance and who were insured under the plan on the day before they reached age **21**.

Children of your spouse are considered dependents only if:

they are also your children; or  
your spouse is living with you and has custody of the children.

The plan does not cover a spouse or dependent child who is not a resident in Canada nor does it cover any child who is working more than **30** hours per week, unless the child is a full-time student.

### **Eligibility**

all full-time, active employees, including part-time employees who work at least **50%** of the regular work week, are required to participate in the group insurance program from the first day of employment. All retired employees who are receiving a pension from either the Public Service Pension Plan or the Uniformed Services Pension Plan may elect to continue coverage.

14c4

all temporary employees, if hired for a period of more than three months, are covered under the program from the first day of employment. Employees who are hired for a period of less than three months, who have their contract extended to at least six months, are required to participate from the date of notification that the contract was extended.

seasonal, recurring employees are covered under the plan during their term of active employment. During periods of lay-off, provided they do not work for another employer during such lay-off, an employee has the option to continue coverage. **However, coverage will not continue unless a "Continuation of Coverage" form is completed, signed and given to your Staff Clerk/Administrator prior to your leaving.**

employees who elect early retirement will continue to be insured under the program as if active employees. Group life and accidental death and dismemberment insurance benefits will be calculated on the annual superannuation benefits. Coverage will be reduced on the first of the month following the date of retirement or age **65**, whichever occurs **first**. For continuation of coverage to become effective, a Continuation of Coverage Form must be signed prior to the last day worked.

upon attainment of age **65**, if you have been insured for a period of five years immediately prior to your **65th** birthday, you may be eligible for a reduced paid-up life insurance policy on the first of the month following attainment of age **65**, which will remain in force throughout your lifetime.

You may also be eligible to continue your supplementary health and group travel insurance plans on a **50/50** cost-shared basis.

In the event of your death, your surviving spouse, who on the date of your **death** was insured under the plan, may have the option of continuing in the group insurance program.

## SCHEDULE E

### THE CLASSIFICATION REVIEW AND APPEAL PROCESS

#### **A. Definitions**

1. "Appeal" means a request by an employee to the Classification Appeal Board for a change in the Classification of the employee's position.
2. "Appeal Board" means the Classification Appeal Board constituted to function in accordance with these procedures.
3. "Classification" means the identification of a position by reference to a classification title and pay range number.
4. "Day" means a working day.
5. "Permanent Head" means permanent head as defined below, or any official **authorized** by him/her to act on his/her behalf:
  - in respect of persons employed by Government Departments, the Deputy Minister of the Department concerned;
  - in respect of employees of agencies not specifically covered by the definitions in this section, the highest management official in these agencies;
  - in respect of employees of Board operated hospitals and homes the Administrator and/or Executive Director.
6. "Review" means **re-appraisal** or **re-assessment** of an employee's position classification by the Classification and Pay Division of Treasury Board upon request of the employee or the permanent head on behalf of the **organization**.
7. "Treasury Board" means Treasury Board as constituted pursuant to The Financial Administration Act as now or hereafter amended.
8. "**Organization**" means the Government of Newfoundland, commission, agency, hospital, or other entity mentioned in Section **A.5**.

#### **B. Constitution of Classification Appeal Board**

1. There shall be a board to be known as the Classification Appeal Board, consisting of a Chairperson and members to be appointed by the Lieutenant-Governor in Council to serve for a period of one year in the first instance, subject to extension for further periods at the discretion of the Lieutenant-Governor in Council.



2. The Appeal Board is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures. Changes in these procedures shall be recommended for approval only after co-ordination with the Classification Appeal Board, and the Treasury Board Secretariat.
3. A quorum for the Appeal Board shall consist of three members including the Chairperson or Acting Chairperson.
4. In the absence of the Chairperson from a meeting of the Appeal Board, the members present shall appoint one of their members as Acting Chairperson.
5. The Appeal Board may hold hearings on appeals and may require an appellant to appear before it at any time and in any place in the province it may deem desirable.
6. The Chairperson and members of the Appeal Board shall be compensated for their services at such rates as Treasury Board may approve.
7. Expenses incurred by the Appeal Board in the performance of its duties and such **out-of-pocket** expenses incurred by an appellant appearing before the Appeal Board at its request shall be paid from public funds, subject to Treasury Board approval.
8. The Appeal Board shall be provided with such staff and facilities, e.g. office accommodations, etc. as the Treasury Board may deem necessary to assist it in its work.
9. A commission shall be issued to the Appeal Board, pursuant to Section 2 of the Public Inquiries Act, conferring upon it the powers set forth in the said section.

**C. Procedures**

1.
  - The process of review pursuant to these procedures shall be available to an **organization** if the **organization** considers that a position has been improperly classified by the Classification and Pay Division of Treasury Board.
  - The process of review and/or appeal pursuant to these procedures shall be available to any employee who considers that their position has been improperly classified by the Classification and Pay Division of Treasury Board.
2. A review or appeal shall not be entertained on the grounds:
  - of inadequacy of the pay scale assigned to the pay range number; or
  - that the scope of duties and responsibilities has been improperly assigned to the position by management.

3. A request for review shall be submitted to the Director of Classification and Pay Division, Treasury Board, Confederation Building, St. John's, **A1B 4J6** in writing stating:
  - the employee's full name;
  - name of the employing **organization** and place of work;
  - the classification in respect of which the review is requested;
  - details of the reason(s) why the employee, or the department head on behalf of the **organization**, considers the present classification is incorrect and the justification for the classification which is considered to be correct.
4. The Classification and Pay Division shall consider individual and group-type requests within **30** days of receipt and within a further **30** days, shall notify the employee(s) in writing of its decision thereon.
5. A request for review shall be regarded as closed:
  - when a decision is rendered thereon by the Classification and Pay Division;
  - if the employee(s) requests in writing the withdrawal of the request for review;
  - in the event of the employee's separation from the **organization** for any reason including resignation, removal, abandonment of position, incompetence, retirement, death, and so on;
  - if the permanent head, in the case of an **organization** request for review, requests in writing the withdrawal of the request for review.
6. It shall be the responsibility of the permanent head to notify the Director, Classification and Pay Division of the effective date of employee's separation from the **organization**.
7. All documents and evidence relating to a review shall be maintained in special files by the Classification and Pay Division. Copies of such review materials shall be furnished to the Classification Appeal Board upon its request.
8. If an employee is dissatisfied with the decision of the Classification and Pay Division an appeal of the decision may be submitted to the Classification Appeal Board.
9. All such appeals shall be submitted to the Appeal Board in writing (in duplicate) within a period of not more than fourteen (**14**) days after the receipt by an employee of notification of the Classification and Pay Division's decision as above mentioned.
10. An appeal shall not be submitted to the Appeal Board on any grounds which differ from the grounds upon which a review by the Classification and Pay Division has been requested by the employee or a group of employees and no such appeal shall be entertained by the Appeal Board. In such a case, the employee or group of employees shall **first** approach the Classification and Pay Division seeking a further review on the basis of the new circumstances involved.

11. The Appeal Board shall consider and rule only upon appeals received from an individual employee, or group of employees having identical classifications, provided that such employee or group shall first have submitted a request to the Classification and Pay Division for a review of the classification in accordance with section 3 of Part C and shall have been notified in writing of the Division's decision on the request.
12. The Appeal Board has the right to refuse to receive or hear an appeal if it considers that the grounds on which the appeal it submitted are irrelevant or not in accordance with sections 1 and 2 of Part C.
13. The employing **organization** concerned shall allow time off from regular duties to any employee who is required by the Appeal Board to appear before it and, in respect of such absence, the employee shall be regarded as being **O.H.M.S.** It is the responsibility of the employee to obtain the prior approval of the permanent head before absencing themselves from their duties for this purpose.
14. On receipt of an appeal from an employee or a group of employees, the Appeal Board shall request the Classification and Pay Division to assemble all pertinent information prepared as a result of the classification review, a copy of which will be given to the appellant and the immediate supervisor.
15. Where the appellant requires clarification on any point contained in the classification file or wishes to comment on any aspect of the classification file, he/she must file with the Appeal Board within fourteen (**14**) days of receiving the file, a written statement including any supporting documentation which details his/her questions or comments.
16. A copy of the appellant's written statement and copies of supporting documentation will be sent by the Classification Appeal Board, within three (**3**) days of receipt, to the Classification and Pay Division who may respond or be requested to respond in writing within fourteen (**14**) days to the points or observations raised by the appellant. Such response shall be forwarded by the Classification Appeal Board to the appellant within three (**3**) days of receipt. This cumulative documentation shall then constitute the entire file to be considered by the Board.
17. Where the Appeal Board is satisfied that all relevant documentation is on file, it shall determine whether an appeal is warranted or if a decision can be rendered on the basis of the written documentation provided.
18. When the Appeal Board renders a decision on the basis of the written documentation, notification of such decision shall be forwarded to the appellant, his/her designate, Treasury Board and the employing agency.
19. If a hearing is warranted, the appellant, a permanent head or management designate and a representative of Classification and Pay Division may be requested to appear before the Appeal Board.

20. Appellants are to be given two opportunities to postpone appeal hearings after which appeals will then be withdrawn by the Appeal Board.
21. The hearing will be presided over by the Chairperson or Acting Chairperson of the Appeal Board who will retain control over the conduct of the hearing and who will rule on the relevancy of any questions or points raised by any of the parties of the hearing.
22. The Chairperson or Acting Chairperson may adjourn the hearing and order the appearance of any person or party who, at the Appeal Board's discretion, it deems necessary to appear to give information or to clarify any points raised during the hearing.
23. Following the conclusion of the hearing, the Appeal Board will deliberate on and consider all relevant evidence and supporting information. Within fifteen (15) working days of reaching a decision, the Appeal Board shall inform the appellant in writing over the signature of the Chairperson or the Acting Chairperson. Where applicable, copies of the decision will be forwarded to the appellant's representative, Treasury Board and the employee's department for appropriate action.
24. The powers of the Appeal Board are curtailed to classification changes within respective bargaining units while avoiding grade level changes, with the sole authority to make grade level changes for occupational groups to be vested in the Collective Bargaining process and any associated costs to be funded directly from the negotiated general salary increases for that bargaining year.
25. The Appeal Board is required to submit written reasons to the Classification and Pay Division for those decisions that result in classification changes.
26. The processing of any classification change shall be subject to Treasury Board's Personnel Administration Procedures.
27. The decision of the Appeal Board on an appeal is **final** and binding on the parties to the appeal. The majority opinion of the Appeal Board shall prevail and there shall be no minority report.
28. An appeal shall be regarded as closed:
  - when a decision is rendered thereon by the Classification Appeal Board;
  - if the appellant requests in writing the withdrawal of the appeal;
  - in the event of the appellant's separation **from the organization** for any reason including resignation, removal, abandonment of position, incompetence, retirement, death and so on; or
  - if the appellant postpones a hearing in accordance with Section 20 of Part C.
29. It shall be the responsibility of the permanent head to notify the Chairperson, Classification Appeal Board of the effective date of an appellant's separation from the **organization**.

## SCHEDULE F

### PAY EQUITY AGREEMENT

July 25, 1994

1. **Purpose**

The purpose of this agreement is to achieve pay equity by redressing systemic gender discrimination in compensation for work performed by employees in female dominated classes within the bargaining units represented by **CUPE** whose members are employees covered by the **CUPE** Hospital Support Staff agreement.

2. **Pay Equity**

Pay equity means a compensation practice which is based primarily on the relative value of the work performed, irrespective of the gender of employees, and includes a requirement that no Employer shall establish or maintain a difference between wages paid to male and female employees, employed by that Employer, who are performing work of equal or comparable value.

3. **Pay Equity Adjustment**

The pay equity adjustment shall be up to a maximum of **1%** per year of the relevant payroll for the first four **(4)** years.

Additional adjustment equal to two **(2)** percent of salary rate except where the final adjustment is achieved by less than two **(2)** percent, for all affected classifications in the fifth **(5th)** and ensuing years until the final adjustment is achieved. Adjustments will be paid effective March **20th** of each year.

4. Funds allocated to implement pay equity will be in addition to funds available for other compensation purposes.

5. No employees shall have their wages reduced, frozen (including negotiated increases) or red circled as a result of the implementation of this Pay Equity Agreement.

6. All pay equity wage adjustments shall be incorporated into the respective collective agreements.

7. The pay equity wage adjustments will be treated as salary as **defined** in The Public Service (Pensions) Act.

8. **Pay Equity Adjustments** are as follows:

HEALTH CARE I - NEW PAY EQUITY ADJUSTMENTS

CLASS TITLE	1995 year 5 payout	year 6 payout	year 7 payout	year 8 payout	year 9 payout	year 10 payout
Accounting Clerk I	0.24					
Audiology Technician	0.25					
Health Records Analyst	0.16					
Laboratory Aid	0.20					
Laundry Worker I (CL)	0.23					
Clerk III	0.24	0.20				
Domestic Worker (CL)	0.23	0.23				
Hospital Admitting Clerk II	0.24	0.13				
Library Clerk	0.23	0.18				
Seamstress II (CL)	0.24	0.22				
Secretary I	0.25	0.15				
Stenographer III	0.25	0.21				
Beautician I	0.23	0.23	0.02			
Clerk Stenographer II	0.23	0.23	0.19			
Clerk Typist II	0.23	0.23	0.14			
Cook I	0.23	0.23	0.13			
Data Entry Operator	0.23	0.23	0.07			
Dental Assistant II	0.23	0.23	0.18			
Dormitory Receptionist	0.21	0.21	0.11			
Drug Clerk	0.23	0.23	0.19			
Duplicating Equipment Opr .	0.21	0.21	0.06			
Hospital Admitting Clerk I	0.23	0.23	0.16			
Mail & Messenger Clerk I	0.21	0.21	0.09			

Med. Records Technician I	0.23	0.23	0.03			
Med. Records Technician II	0.24	0.24	0.07			
Microfilm Operator I	0.21	0.21	0.01			
Payroll Officer I	0.24	0.24	0.01			
Senior Group <b>Hm.</b> Counsellor	0.25	0.25	0.20			
Stenographer II	0.23	0.23	0.14			
Typist II	0.23	0.23	0.18			
Word Process. Equip. <b>Opr.</b> I	0.23	0.23	0.13			
Work Orientation Instructor	0.26	0.26	0.07			
Bookkeeper	0.24	0.24	0.24	0.13		
Clerk II	0.22	0.22	0.22	0.02		
Cook Helper	0.21	0.21	0.21	0.03		
Dental Assistant I	0.22	0.22	0.22	0.18		
Electrocardiograph Tech. I	0.23	0.23	0.23	0.20		
Electrocardiograph Tech. II	0.24	0.24	0.24	0.03		
Food Operations Super. I	0.24	0.24	0.24	0.19		
Food Service Supervisor	0.23	0.23	0.23	0.19		
Food Service Worker I	0.21	0.21	0.21	0.19		
Group Home Counsellor	0.24	0.24	0.24	0.13		
Laundry Worker I	0.21	0.21	0.21	0.09		
Physiotherapy Aide I	0.22	0.22	0.22	0.12		
Physiotherapy Aide II	0.24	0.24	0.24	0.12		
Psychiatric Therapy Aide II	0.25	0.25	0.25	0.15		
Seamstress I	0.21	0.21	0.21	0.15		
Stenographer I	0.22	0.22	0.22	0.09		
Switchboard Operator I	0.21	0.21	0.21	0.06		
Switchboard Operator II	0.22	0.22	0.22	0.01		

Child Therapist I	0.23	0.23	0.23	0.23	0.12	
Clerk I	0.21	0.21	0.21	0.21	0.06	
Clerk Stenographer I	0.22	0.22	0.22	0.22	0.03	
Clerk Typist I	0.21	0.21	0.21	0.21	0.04	
Cottage Hosp. Nur. Asst.	0.24	0.24	0.24	0.24	0.14	
Domestic Worker	0.21	0.21	0.21	0.21	0.03	
Laundry Worker II	0.21	0.21	0.21	0.21	0.03	
Licensed Practical Nurse I	0.24	0.24	0.24	0.24	0.11	
Licensed Practical Nurse II	0.25	0.25	0.25	0.25	0.14	
Medical Services Aide I	0.21	0.21	0.21	0.21	0.05	
Medical Services Aide II	0.21	0.21	0.21	0.21	0.02	
Occupational Therapy Aide	0.23	0.23	0.23	0.23	0.09	
Operating Room Technician	0.25	0.25	0.25	0.25	0.01	
Parental Care Supervisor I	0.23	0.23	0.23	0.23	0.06	
Personal Care Attendant	0.22	0.22	0.22	0.22	0.06	
Psychiatric Nsg. Asst. I	0.25	0.25	0.25	0.25	0.07	
Psychiatric Nsg. Asst. II	0.25	0.25	0.25	0.25	0.07	
Psychiatric Nsg. Asst. III	0.25	0.25	0.25	0.25	0.07	
Recreation Therapy Wkr . II	0.23	0.23	0.23	0.23	0.11	
Seamstress II	0.21	0.21	0.21	0.21	0.05	
Typist I	0.21	0.21	0.21	0.21	0.03	
Recreation Therapy Wkr. I	0.21	0.21	0.21	0.21	0.21	0.11



**SCHEDULE G**

**\*LABRADOR BENEFITS AGREEMENT**

**ARTICLE 1 - SCOPE**

1.1 This agreement is applicable to all employees in Labrador represented by the Canadian Union of Public Employees, Local Union 1615 of the International Brotherhood of Electrical Workers, the Newfoundland Association of Public Employees, the Newfoundland and Labrador Nurses' Union, the Newfoundland Teachers' Association and the Police Brotherhood of the Royal Newfoundland Constabulary. The terms of the agreement will be considered to form an integral part of all collective agreements.

**ARTICLE 2 - DURATION**

2.1 This agreement shall be effective **from April 1, 1990** and shall remain in full force and effect until **March 31, 1994**. The commencement date will be **April 1, 1989** for Local Union 1615 of the International Brotherhood of Electrical Workers. It shall be renewed thereafter through the normal process of collective bargaining **utilized** by each of the employee groups, or, with the consent of the parties, will be renewed through joint negotiations.

**ARTICLE 3 - LABRADOR ALLOWANCE**

AA C7 - Other

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

Schedule "A"

Group

		<u>Single</u>	<u>Dependent</u>
Happy Valley/ Goose Bay	April 1/89	1588	3175 (IBEW)
North West River Sheshatshit Wabush Labrador City Churchill Falls	April 1/90	1588	3175

Group 2

Mud Lake			
Cartwright			
<b>Rigolet</b>			
<b>L'Anse-au-Loup</b>		<u>Single</u>	<u>Dependent</u>
<b>Forteau</b>			
Red Bay			
<b>L'Anse-au-Clair</b>			
<b>Pinware</b>	April 1/89	1588	3175 (IBEW)
<b>West St. Modeste</b>	April 1/90	1588	3175 (IBEW)
Mary's Harbour			
Port Hope Simpson			
St. Lewis			
<b>Charlottetown</b>			
William's Harbour			
Norman's Bay			
Lodge Bay			
Black Tickle			
Paradise River			
Pinsent's Arm			
<b>Makkovik</b>			
<b>Postville</b>			
<b>Hopedale</b>			
Davis Inlet			
<b>Nain</b>			

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

**ARTICLE 4 - TRAVEL ALLOWANCE**

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

<u>Effective Date</u>	<u>Employees</u>	<u>Dependents</u>
1989 04 01	\$ 275	\$275 (IBEW)
1990 04 01	275	275

This allowance shall be paid to employees in the first pay period following April **15th** of each year on a pro-rated basis in accordance to his/her hours of work in the previous twelve (**12**) month period, excluding overtime, as per the following schedule:

- (a) Permanent full-time employees shall receive the full benefit as outlined above.
- (b) Permanent part-time employees shall receive the allowance outlined above on a pro-rated basis.
- (c) Temporary employees who work for a minimum of a continuous six month period shall receive the allowance outlined above on a pro-rated basis.
- (d) Temporary employees who work in the aggregate of **2/3** of the normal working hours in a work year, shall receive the allowance outlined above on a pro-rated basis. For the purpose of **4.1 (d)**, a work year is from April **1st** to March **31st**.

In the case of a married couple who are both employed by Provincial Government Departments or quasi-government agencies (**e.g.** hospitals, Newfoundland Liquor Corporation or school boards), each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.

The travel benefit available to the Police Brotherhood of the Royal Newfoundland Constabulary under their Collective Agreement and to teachers under Article **25** of the **NTA** Labrador West Collective Agreement shall continue to apply except in cases where Article 4 of this joint agreement provides a greater benefit. **Eg:** Members of the **RNC** would continue to receive the employee travel benefit under their collective agreement unless the employee travel benefit in this joint agreement is greater. In addition to the employee benefit under the **RNC** collective agreement, members of the **RNC** shall also receive the dependent benefit under the joint agreement.

## **ARTICLE 5 - LEAVE**

- 5.1** Permanent employees covered by this agreement shall receive noncumulative, paid leave in the aggregate per year as follows:

Schedule "A", Group 1 One (**1**) Working Day

Schedule "A", Group 2 Three (**3**) Working Days

This leave will only be **utilized** when the employee is delayed from returning to the community due to an interruption in transportation service.

#### **ARTICLE 6 - PROTECTIVE CLOTHING**

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

#### **ARTICLE 7 - RELOCATION EXPENSES**

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

#### **ARTICLE 8 - EXISTING GREATER BENEFITS**

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

#### **ARTICLE 9 - DEFINITIONS**

- 9.1 "Dependent" - for the purpose of this agreement, dependent means a spouse, or children under age eighteen (18) years of age or twenty four (24) years of age if the child is in full-time attendance at a school or post secondary institution.
- 9.2 For the purpose of this agreement only, "Temporary Employees " means replacement, substitute, casual, term, contractual or seasonal as defined in each applicable employee group collective agreement as outlined in Article 1.

**SCHEDULE H**

**TRANSITION AGREEMENTS**

TRANSITION AGREEMENT

BETWEEN

THE **WESTERN HEALTH CARE CORPORATION**  
(INSTITUTIONS BOARD)

AND

COMMUNITY HEALTH WESTERN  
(COMMUNITY BOARD)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(**C.U.P.E**)

In accordance with Clause 35.02 of the CUPE Collective agreement signed on 19 October 1990 and the "Master Agreement" signed on 25 July 1994 the parties agree as follow:

**\*1-TRANSFER OF BUSINESS - SUCCESSOR RIGHTS**

(1) In accordance with Section 44 of the Public Service Collective Bargaining Act the parties to this agreement agree that there will be a "transfer of business" from the following health care institutions (employers):

- 1- Bay St. George Senior Citizens Home - Stephenville Crossing
- 2- Sir Thomas Roddick Hospital - Stephenville
- 3- Charles L. Legrow Health Center - Port aux Basques
- 4- Calder Health Care Center - Burgeo
- 5- Bonne Bay Hospital - Norris Point
- 6- Rufus Guinhard Health Care Center - Port Saunders
- 7- Interfaith Home for Senior Citizens
- 8- Western Memorial Regional Hospital
- 9- Western Public Health Unit
- 10- Drug Dependency Services

**to either**

The Western Health Care Corporation  
or  
Community Health Western

## **\*2- CUPE BARGAINING UNITS PRIOR TO 1 JANUARY 1996**

The Parties agree that the following **CUPE Hospital Support (HS) bargaining units** existed within the eight institutions in the **Western Region** prior to the occurrence of any "transfer" in accordance with Section 44 of the Public Service Collective Bargaining Act.

- (1) Sir Thomas **Roddick** Hospital - Versa Services employees only
- (2) Interfaith Home for Senior Citizens
- (3) Western Memorial Regional Hospital (including the O'Connell Center and the Deer Lake Clinic)

## **\*3- CUPE BARGAINING UNITS ON 1 JANUARY 1996**

The parties agree that employees in all of these **CUPE bargaining units** referred to in section two (2) above will become employees of either the Institutions Board or the Community Board depending upon the position they occupy at the time of the transfer. Employees who transfer from one Board to the other will remain members of the Canadian Union of Public Employees and will form three (3) distinct bargaining units regardless of whether they are employed by the Institutions Board or the Community Board.

These three bargaining units will be as follows:

- (1) Sir Thomas **Roddick** Hospital - (Versa Services employees only)
- (2) Interfaith Home for Senior Citizens (including employees transferred to the Community Health Board from that facility)
- (3) Western Memorial Regional Hospital (including the O'Connell Center and the Deer Lake Clinic as well as employees transferred to The Community Health Board from those facilities)

## **\*4. CALCULATION OF SENIORITY FOR NEW BARGAINING UNITS**

The parties agree that the method of calculating seniority at **Western Memorial Regional Hospital** using seniority numbers will be continued. As well, employees in the two other bargaining units referred to in section 3 of this agreement will also have their seniority calculated by the use of a seniority number, subject to the terms of the agreement at Western Memorial signed in June of 1987. **CUPE employees at the Sir Thomas Roddick Hospital, the Interfaith Home for Senior Citizens and at Western Memorial will remain in individual bargaining units** however, the seniority for all **CUPE employees in the three (3) bargaining units** will be integrated as if these employees were actually in one bargaining unit. The parties agree that employees hired before 18 December 1986 will be assigned a seniority number based upon the seniority hours they accumulated as of that date. Employees hired after that date will have their seniority number issued based upon their date of hire and when necessary based upon the employee's social insurance number.

## **\*5 - TRANSFER OF SERVICE**

As of 1 January 1996 the employees of the ten (10) employers outlined in section one (1) of this document will be transferred to either the Institutions Board or the Community Board. Both Boards recognize the service of each of the CUPE employees as it was recognized by the previous employers prior to that date. Service for seniority purposes is to be recognized on a bargaining unit basis only in accordance with sections three (3) and four (4) of this agreement.

Service worked by CUPE employees with independent contractors operating within facilities listed in section one (1) of this agreement is deemed to be service with the individual employers outlined in section one (1) of this agreement.

## **\*6- JOB POSTING AND NEW HIRES**

Effective 1 January 1996 positions in specific bargaining units which are required to be advertised in accordance with Article 15 of the CUPE collective agreement will only be posted in the sites where members of that specific bargaining unit are employed.

Positions which currently and traditionally belong to one union or the other (CUPE or NAPE) shall continue to belong to the same union should a transfer of a position occur between the Community Board and the Institutions Board. This principle will also apply to replacements for the positions which have been transferred between the boards.

Both the Institutions Board and the Community Board agree to consider applications from employees who are "on staff" with either Board before hiring from outside these organizations.

## **\*6B - NON TRADITIONAL NEWLY CREATED POSITIONS**

There is agreement between NAPE and CUPE and both boards that positions which currently and traditionally belong to one union or the other should continue to belong to that same union should a transfer occur. This applies to replacements as well.

Effective 1 January 1996, when new positions are created and where it is unclear from past experience whether the employee should be placed in NAPE or CUPE, the issue will be resolved by posting that position under the union where most of the employees in the community are of that union. If an employee spends the majority of their working hours in a community which has mostly NAPE members, then the job shall be posted under the NAPE collective agreement. If the employee spends the majority of their working hours in a community with mostly CUPE employees, then the employer will post the position in accordance with the CUPE collective agreement. All new vacancy notices will be posted in all sites where members of that bargaining unit are employed.

If the employer is unable to fill a position from within the appropriate bargaining unit, a vacancy notice will be posted at all sites in the Western Region where there are employees of both the Institutions Board and the Community Board. The employer agrees to consider such applicants before hiring applicants who are not employees of either board.



Community is defined for the purpose of this agreement as “the area within the municipal boundaries of a city or town within the Western Region”. If there has been no union presence in a particular community then the position will be placed in the bargaining unit and the union which is closest by road.

#### **\*6C - DISPLACED WORKERS**

The employer agrees to maintain a list of displaced workers from all unions and from all sites in the Western region and agrees to consider the individuals who have placed their names on that list before hiring outside applicants.

#### **\*7- DISPLACEMENTS**

Permanent employees in a particular bargaining unit referred to in section 3 above, who are entitled to displace other permanent employees in accordance with the terms of the CUPE collective agreement, will first be required to displace junior employees within their own bargaining unit. Permanent employees who do not have the option to displace a junior employee within their own bargaining unit shall, subject to Article 16 of the CUPE collective agreement have the option, without penalty for refusal, to displace a permanent employee in another CUPE bargaining unit in the Western Region.

(A) An employee required to relocate to another community and not wishing to do so, and who is unable to “bump” in their own bargaining unit may access redundancy in accordance with the provisions of the CUPE HS Collective Agreement and the Master Agreement signed in July 1994.

(B) Notwithstanding (A) above, employees who are eligible to displace other employees within the same community and who choose not to do so, will not be eligible for redundancy pay.

#### **\*8- RECALL**

Employees in a bargaining unit referred to in section 3 above, who are entitled to recall in accordance with the terms of the CUPE collective agreement will only be recalled to their own bargaining unit. Employees who have displaced into another CUPE bargaining unit in accordance with Section 7 of this agreement will retain their recall rights to their former position in accordance with the terms of the agreement entitled “RETURN OF LAID OFF EMPLOYEES TO FORMER POSITIONS signed at Western Memorial Regional Hospital on 6 November 1991.

#### **\*9- GRIEVANCE PROCEDURE**

The grievance procedure as outlined in clause 11.07 is amended as follows:

- Step 1. No change
- Step 2. . No change
- Step 3. Change "Department Head or Personnel Officer" to read "Site Manager or

the appropriate ACEO or AED (Community Health) responsible"

Step 4 Change "Administrator" to **read** "Chief Executive Officer / Executive Director or his / her designate

Step 5 No change

**\*10- LABOR MANAGEMENT COMMITTEES.**

In accordance with Article 9 of the CUPE Hospital Support Staff collective agreement there will be two (2) separate CUPE Labor Management Committees:

(a) Sir Thomas **Roddick** Hospital (Versa Services Employees)

(b) **Western** Memorial Regional Hospital and The Interfaith Home for Senior Citizens

**\*11. - PERSONAL FILES**

The official personnel file will be maintained in a central Human Resources Department as determined by each board. The employee who works at a site other than that where his / her file is maintained shall have the right to have that file delivered to his / her work site within three (3) working days. The employee shall have the right to review his / her file as per the procedure outlined in the collective agreement.

**\*12- OH&S COMMITTEES**

Individual Occupational Health and Safety Committees will be established at the following sites:

(a) Sir Thomas **Roddick** Hospital

(b) Interfaith Home for Senior Citizens

(c) Western Memorial Regional Hospital (including the O'Connell Center)

It is understood that employees of Community Health Western, who are employed in specific locations may participate in Occupational Health and Safety Committee Meetings at individual health care facilities in the immediate area.

**\*13- WORK OF THE BARGAINING UNIT - SPECIAL QUALIFICATIONS**

CUPE employees from one bargaining unit are permitted to work in another CUPE bargaining unit provided there is no CUPE employee at that site, either working, or on layoff status who is qualified to perform the work required.

NAPE HS employees from any Hospital Support bargaining unit in the Western Region will be permitted to work in any CUPE bargaining unit in the Western Region provided:

(1) There is no **CUPE** employee at that site, either working, or on layoff status who is qualified to perform the work required.

(2) The employer advertises for “temporary employees” for a period of seven calendar days to determine if an applicant with the required qualifications could be hired into the **CUPE** bargaining unit at that site.

(3) If there is no suitable candidate found then a member of another bargaining unit and union in the region who is qualified to perform the work required will be employed at the appropriate site. Such an employee will be considered a **CUPE** member on the dates on which he / she works in the **CUPE** position and the employer will pay the required union dues to **CUPE** on that employee's behalf. This employee will be assigned a seniority number based upon his / her date of hire. Such employees shall continue to carry seniority in their **NAPE** bargaining unit.

**\*13A - WORK OF THE BARGAINING UNIT - SPECIAL QUALIFICATIONS - NAPE**

The following wording is contained in the “Transition Agreement” for **NAPE** members employed with The Western Health Care Board and Community Health Western:

**NAPE** employees from one bargaining unit are permitted to work in another **NAPE** bargaining unit provided there is no **NAPE** employee at that site, either working, or on layoff status who is qualified to perform the work required. Such **NAPE** employees shall carry seniority in both the new bargaining unit and the original bargaining unit.

**CUPE HS** employees from any Hospital Support bargaining unit in the Western Region will be permitted to work in any **NAPE** bargaining unit in the Western Region provided:

(1) There is no **NAPE** employee at that site, either working, or on layoff status who is qualified to perform the work required.

(2) The employer advertises for “temporary employees” for a period of seven calendar days to determine if an applicant with the required qualifications could be hired into the **NAPE** bargaining unit at that site.

(3) If there is no suitable candidate found then a member of another bargaining unit and union in the region who is qualified to perform the work required will be employed at the appropriate site. Such an employee will be considered a **NAPE** member on the dates on which he / she works in the **NAPE** position and the employer will pay the required union dues to **NAPE** on that employee's behalf. This employee will be assigned seniority in accordance with the terms of the **NAPE** Hospital Support Staff Collective Agreement. Such employees shall also continue to carry seniority in their **CUPE** bargaining unit.

#### **14- CLARIFICATION OF CLAUSE 23.02 (iii)**

Reference to the word “hospital” in clause 23.02(iii) is intended to refer to the following bargaining units:

- (1) Sir Thomas Roddick Hospital
- (2) Western Memorial Regional Hospital ( Including the O’Connell Center)
- (3) The Interfaith Home for Senior Citizens

#### **\*15 -CONSOLIDATION OF SERVICES - NEW FACILITY - LAUNDRY AND DIETARY ONLY**

Should the employer decide to consolidate a Laundry or a Dietary service at a new facility the employee(s) of that service shall have the option to displace in their own institution or to move with the service.

Any other employee(s) displaced because of the consolidation shall have the right to displace in their own institution or move with the service.

In the event that employees from one union are not willing to move to another site the parties agree to maintain the number of employees from each union as determined at the time of consolidation.

The employee(s) shall continue to be represented by the union from whence they came and shall continue to exercise all rights and benefits of their existing collective agreement.

New positions for the consolidated service will be posted under the CUPE Hospital Support Collective Agreement except where the position was traditionally NAPE. in which case it will be posted under the NAPE Hospital Support Staff Collective Agreement.

(A) An employee required to relocate to another community and not wishing to do so, and who is unable to “bump” in their own bargaining unit may access redundancy in accordance with the provisions of the CUPE HS Collective Agreement and the Master Agreement signed in July 1994.

(B) Notwithstanding (A) above, employees who are eligible to displace other employees within the same community and who choose not to do so, will not be eligible for redundancy pay,

#### **\*15A -CONSOLIDATION OF SERVICES - EXISTING FACILITY - LAUNDRY AND DIETARY ONLY**

Should the employer decide to consolidate a Laundry or a Dietary service at an existing facility the employee(s) of that service shall have the option to displace in their own institution or to move with the service.

Any other employee(s) displaced because of the consolidation shall have the right to displace in their own institution or move with the service.

In the event that employees from one union are not willing to move to another site the parties agree to maintain the number of employees from each union as determined at the time of consolidation.

The employee(s) shall continue to be represented by the union from whence they came and shall continue to exercise all rights and benefits of their existing collective agreement.

If the employer decides to create a new position in a consolidated service that position will be assigned to the union (i.e. CUPE or NAPE) which has the majority of union members in the service which is being consolidated.

(A) An employee required to relocate to another community and not wishing to do so, and who is unable to "bump" in their own bargaining unit may access redundancy in accordance with the provisions of the CUPE HS Collective Agreement and the Master Agreement signed in July 1994.

(B) Notwithstanding (A) above, employees who are eligible to displace other employees within the same community and who choose not to do so, will not be eligible for redundancy pay.

#### **\*15 B - LAYOFF FROM A CONSOLIDATED SERVICE -DIETARY AND LAUNDRY ONLY**

Both NAPE and CUPE agree that seniority should be used to determine who is laid off from a consolidated service. The two unions also recognize that each has a different method of calculating seniority. The two unions and the two employers therefore agree as follows in the event it is necessary to conduct a layoff in a consolidated service.

1. If the majority of employees as of the date of consolidation of a service are NAPE, the NAPE method of calculating seniority will be used for both NAPE and CUPE employees to determine who will be issued a notice of layoff.

2. If the majority of employees as of the date of consolidation of a service are CUPE, the CUPE method of calculating seniority will be used for both NAPE and CUPE employees to determine who will be issued a notice of layoff. (The CUPE method of determining seniority is based upon the fact that employees hired before 18 December 1986 are issued a seniority number based upon the service they have accumulated as of that date. Employees hired after 18 December 1986 are issued a seniority number based upon their date of hire)

3. After the employer has achieved the desired staff reductions, NAPE employees affected by the layoff in the consolidated service will be permitted to use the method of seniority outlined in the NAPE Hospital Support Staff Collective Agreement. Such NAPE employees will be permitted to displace any NAPE member (including those still working in the "consolidated service") provided

they do so in accordance with the provisions of the NAPE HS Collective Agreement.

4. After the employer has achieved the desired staff reductions, CUPE employees affected by the layoff in the consolidated service will be permitted to use the method of seniority outlined in the CUPE Hospital Support Staff Collective Agreement. Such CUPE employees will be permitted to displace any CUPE member (including those still working in the "consolidated service") provided they do so in accordance with the provisions of the CUPE HS Collective Agreement.

#### **\*16 - OVERLAPPING JOB FUNCTIONS**

If employees from NAPE and CUPE are working side by side in an area, or at the same site, the parties agree that there will be overlapping of job functions. The parties also agree that positions which currently and traditionally belonged to one union or the other should continue to belong to that same union. This principle will also apply to replacements.

#### **\*17- CENTRALIZING ADMINISTRATIVE FUNCTIONS**

The union agrees that the employer can centralize administrative services including Payroll, Finance, Materials Management, Information Systems and Human Resources.

#### **\*18- STANDARDIZING PAY PERIODS**

The Union acknowledges the employer's right to standardize pay periods for all employees in all CUPE bargaining units in the Western Region. The employer agrees not to reduce the amount of "take home pay" for any permanent CUPE member at the time the change is made and to examine issues of hardship for non permanent employees on an individual basis. This change will not affect employees who work at Western Memorial Regional Hospital.

#### **\*19- ARTICLE 27A TECHNOLOGICAL AND OTHER CHANGE**

The parties agree that effective the date of signing of this agreement, Article 27A of the CUPE Hospital Support Staff Collective Agreement applies to all employees working in any bargaining unit outlined in section 3 of this agreement.

#### **\*20. MUTUAL AGREEMENTS ON FILE ARTICLE 35.02**

The employer and the union agree to review mutual agreements which have been made prior to 1 January 1996 between the union and the various employers outlined in section one (1) of this agreement. This review will determine the validity of such agreements and the bargaining units to which such agreements will apply. Pending the completion of this review, employees will continue to follow the mutual agreements which exist in their bargaining unit.

**\*21. CUPE EMPLOYEES WORKING IN MORE THAN ONE BARGAINING UNIT**

If a CUPE employee is working in more than one of the bargaining units referred to in paragraph 3 of this agreement that employee will, for seniority purposes be treated as if that person was two individual employees.

**\*22. ESSENTIAL EMPLOYEE AGREEMENTS**

The parties agree that essential employee agreements which are currently in place shall be transferred to the Western Institutions Board or the Community Health Board as appropriate and will be binding as if the "transfer" referred to in section one of this agreement had not occurred.

"Side agreements" which have been made by the parties which permit the substitution of employees during a legal strike will also remain in place.

**\*23. BENEFIT YEAR WHICH CURRENTLY ENDS 31 MARCH**

Employees working in bargaining units where the benefit year (i.e. vacation, family leave) ends on 31 March will have this changed to 31 December. The following procedure will be used to make this change.

(A) The employer will calculate the benefits earned by employees to 31 March 1996 and post this information for the information of CUPE union members.

(B) The employer will review all inquiries from employees to ensure that the information posted is correct.

(C) The employer will permit employees to anticipate vacation and family leave based upon a nine (9) month period (instead of a twelve (12) month period) beginning 1 April 1996.


(D) On 31 December 1996 the employer will calculate the benefits owed and post this information for the information of employees.

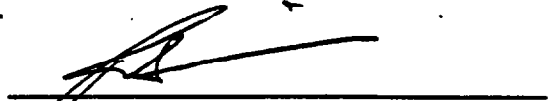
(E) The employer will permit employees to anticipate vacation and family leave for a twelve (12) month period beginning 1 January 1997.

**\*24. AMENDMENTS**


This agreement may be amended at any time with the written agreement of all parties.

DATED THIS 10<sup>th</sup> DAY OF Sept; 1996.

  
CANADIAN UNION OF PUBLIC  
EMPLOYEES

  
WITNESS

  
COMMUNITY HEALTH WESTERN

  
WITNESS

  
WESTERN HEALTH CARE BOARD

  
WITNESS

*[Handwritten signature]*

TREASURY BOARD

*[Handwritten signature]*

NEWFOUNDLAND AND LABRADOR  
HEALTH CARE ASSOCIATION

*Cathy Riello*

WITNESS

*Louise M. Bennett*

WITNESS



**TRANSITION AGREEMENT**

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND**  
**(represented herein by the Treasury Board)**

**AND**

**THE NEWFOUNDLAND AND LABRADOR HEALTH CARE ASSOCIATION**  
**REPRESENTING THE GRENFELL REGIONAL HEALTH SERVICES BOARD**  
**(herein after referred to as the Employer)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**(herein after referred to as the Union)**

**June 17, 1996**

**CUPE HOSPITAL SUPPORT STAFF'  
GRENFELL REGIONAL HEALTH SERVICES BOARD**

This agreement made this d\_a\_y o f \_\_\_\_\_ one thousand nine hundred and ninety seven in accordance with clause **35.02** of the **CUPE** Hospital Support Staff Collective Agreement signed between the parties on October 19, 1990, herein after referred to as the Collective Agreement

1. **Bargaining Unit Structure**

It is **recognized** that the **Grenfell** Regional Health Services Board refers to one (1) Employer operating facilities and clinics with employees represented by **CUPE HS** including:

- Charles **S.** Curtis Memorial Hospital
- St. Anthony Interfaith Home
- Flower's Cove
- **Forteau**

The reference throughout the Collective Agreement to bargaining units refers to **CUPE HS** employees as defined by the Collective Agreement at all facilities operated by the Employer. Flower's Cove, **Forteau**, and Charles **S.** Curtis/St. Anthony Interfaith are separate bargaining units. The seniority lists of **CUPE HS** employees at all facilities within the Employer will be merged effective date of signing.

2. **Seniority List**

Both parties agree that a "numbered" seniority system would facilitate a more efficient operation of this transition agreement. A facility specific seniority list will also be maintained.

3. **Transfer of Service**

As of November 1, 1994, the employees of the facilities outlined in #1 were transferred to the Board. The Board **recognizes** the service of each of the employees as it was **recognized** by the previous Employer prior to the new Board assuming governance.

4. **Job Postings**

For the purpose of job postings there shall be three facilities **recognized**:

- Charles **S.** Curtis Memorial Hospital/St. Anthony Interfaith Home
- Flower's Cove
- **Forteau**

- 
- a) Job postings will be posted as per Article **15** of the **CUPE HS** Collective Agreement.
  - b) Permanent positions shall be posted throughout all facilities in the region where the employees are represented by **CUPE HS**. When filling such positions, employees at the particular facility will be considered prior to considering applicants from other sites.
  - c) For any temporary positions, if the temporary position at a particular facility is less than **16** weeks, the Employer shall select a temporary employee at that particular facility; if the particular temporary position is expected to be greater than **16** weeks, it shall be posted in all facilities where the employees are represented by **CUPE HS** and be filled in accordance with **4(b)**.

5. Displacements

- (a) For the purpose of displacement there shall be three facilities as follows:
  - Charles S. Curtis Memorial Hospital/St. Anthony Interfaith Home
  - Flower's Cove
  - **Forteau**
- (b) Employees whose positions are affected by the Employer's decision to layoff shall:
  - i) accept layoff. or
  - ii) displace the most junior permanent employee in his classification or another classification at his facility provided that his hours of work are not changed unless mutually agreed, provided he has sufficient qualifications to do the work required.
  - iii) after exhausting all displacement rights in (ii) above, at the time of notice of layoff, if an employee indicates his willingness to displace at another facility he will displace the most junior employee in his classification or another classification at another facility, provided that his hours of work are not changed unless mutually agreed. provided he has sufficient qualifications to do the work required.

6. Recall

- a) For the purpose of recall there shall be three facilities, Charles **S.** Curtis Memorial Hospital/St. Anthony Interfaith, Flower's Cove and **Forteau**. Permanent employees will be recalled in order of seniority. Permanent employees will be recalled for work at the facility from which he was laid off. Permanent employees may also be recalled to another site with the Employer provided he notifies the Employer, in writing, at the time of **layoff** or anytime thereafter that he is willing to be recalled for work at another site, and provided he is qualified to perform the work required.
- b) Recall of temporary employees shall be facility specific, in accordance **with** the Collective Agreement, based on the seniority at that particular facility.
- c) Clause **14.04(5)** of the collective agreement will be amended to reflect that an employee will maintain seniority for recall rights for a period of three **(3)** years. This clause will now read "he is laid off for a period longer than three **(3)** years; or".

7. Grievance Procedure

All steps are guided by time limits as outlined in the steps in the current Collective Agreement.

- |          |  |
|----------|--|
| Step I   | Employee submits grievance to Shop Steward   |
| Step II  | Shop Steward presents grievance to the employee's immediate supervisor                                 |
| Step III | Shop steward submits grievance to the Service Director   |
| Step IV  | Failing settlement at Step III, the Shop Steward presents grievance to the Director of Human Resources |
| Step V   | Either party may refer grievance to arbitration  |

8. Labour Management Committee Structure

Labour Management Committee at Charles **S.** Curtis/St. Anthony Interfaith will not be altered as a result of this transition agreement.


9. Occupational Health and Safety Committee

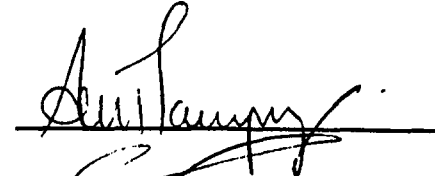
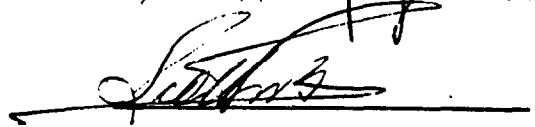
Occupational Health and Safety Committee at Charles S. Curtis/St. Anthony Interfaith will not be altered as a result of this transition agreement.

10. Personal Files

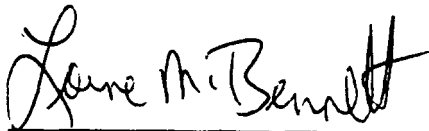
The official **recognized** personal file for the purposes of clause **13.04** of the Collective Agreement shall be maintained at the Charles S. Curtis/St. Anthony Interfaith facility. Upon request from an employee at the Flower's Cove and **Forteau** facilities to review his personal file, the Employer will forward the file to the individual at his facility within three **(3)** working days.

Signed on behalf of the **Grenfell** Regional Health Services Board by its proper officers in the presence of the witness hereto subscribing

  
Witness

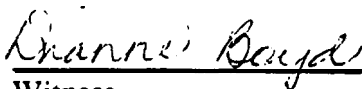
  


Signed on behalf of the Newfoundland and Labrador Health Care Association by proper **officers** on behalf of all hospitals and agencies listed in Schedule C in accordance with the Constitution and in the presence of the witness hereto subscribed

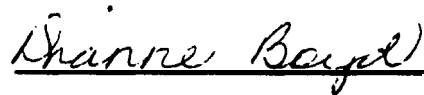
  
Witness



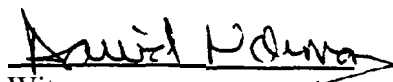
Signed on behalf of the Canadian Union of Public Employees by its proper officers in the presence of the witness hereto subscribing

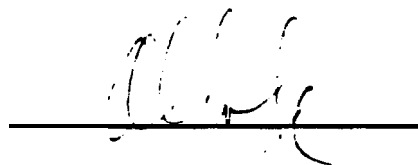
  
Witness





Signed on behalf of Treasury Board by its proper officers in the presence of the witness hereto subscribing

  
Witness



Letter of Understanding

January 12, 1996

Mr. Bob Matthews  
National Representative  
CUPE  
P. O. Box 8745, Stn. A  
St. John's, NF  
A1B 3T2

**RE: Essential Employees**

Dear Mr. Matthews:

This will confirm the parties understanding reached during transition discussions that the determination of essential employees will continue to operate on a facility specific basis. As well, in light of the **review** of the bargaining unit inclusions/exclusions at Charles S. Curtis/St. Anthony Interfaith facility, the parties will negotiate a new essential employee agreement based on the revised numbers.

Sincerely,

Scott Smith  
Director, Human Resources

**CUPE HOSPITAL SUPPORT STAFF  
GRENFELL REGIONAL HEALTH SERVICES BOARD**

MEMORANDUM OF AGREEMENT

This agreement made this 8<sup>th</sup> day of July 1997 one thousand nine hundred and ninety seven in accordance with clause 35.02 of the CUPE Hospital Support Staff Collective Agreement signed between the parties on October 19, 1990, herein after referred to as the Collective Agreement

Bargaining Unit Review

Appendix A identifies the positions which the parties have reviewed and agreed are appropriate for inclusion in the bargaining unit inclusive of three **positions included in the bargaining unit** by way of an order from the Labour Relations Board dated Mar. 19/96 CU

Individuals in positions that have been included in the bargaining unit as identified in Appendix A shall have service **recognized** for seniority purposes as per Clause 14.01(c).

Employees in positions included in the bargaining unit shall be entitled to displace/bump only other employees in positions included in the bargaining unit as outlined in Appendix A. Such employees will be subject to displacement/bump by current members of **CUPE Local 1644**. Upon one (1) year from date of signing of transition agreement, employees in positions identified in Appendix A shall have full seniority rights in accordance with the Collective Agreement as if the employee's position had always been included in the bargaining unit.

The following employees who had previous seniority in **CUPE Local 1644** will be credited with their total bargaining unit seniority effective from the date of signing, ie. Randy Pynn, Roy Parrill, Edith Colcs, Ruby Kean, Betty Noel, Joan Simms, Angela Sexton and Colleen Loder.



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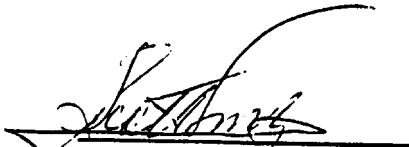
**APPENDIX A**

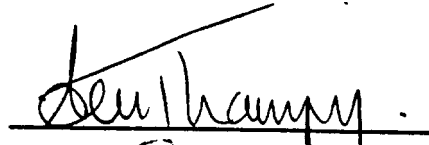
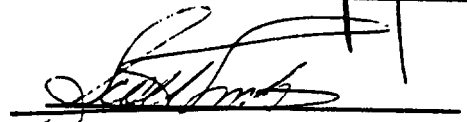
**Inclusions**

Accounting Clerk II	x 3
Accounting Clerk I	x 1
Payroll Clerk I	<del>x 1</del>
Payroll Clerk II	<del>x 1</del>
Stenographer	x 2
Clerk II	x 1
Dental Technician	x 2
Dental Assistant	x 3
Dental Receptionist	x 1
Utility Worker II	x 1
Domestic Worker	x 1
Laundry Worker	x 1
Admitting Clerk	x 1
Buyer	x 1
Ambulance Dispatcher	x 3
Switchboard Operator	x 1
Computer Programmer	x 1
Secretary I	x 3
Secretary I (Dentist)	x 1
Secretary I (Corporate)	x 1
Secretary I (Medical Services)	x 1

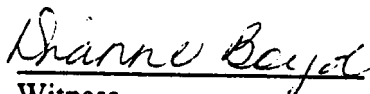
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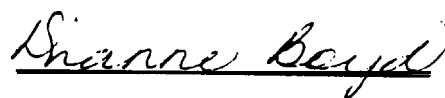
Signed on behalf of the **Grenfell** Regional Health Services Board by its proper officers in the presence of **the** witness hereto subscribing

  
Witness

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

  
Witness

**TRANSITION AGREEMENT**

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND**  
**(represented herein by the Treasury Board)**

**AND**

**THE NEWFOUNDLAND AND LABRADOR HEALTH CARE ASSOCIATION**  
**REPRESENTING THE CENTRAL WEST HEALTH CARE INSTITUTIONS BOARD**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**CUPE HOSPITAL SUPPORT STAFF  
CENTRAL WEST HEALTH CARE INSTITUTIONS BOARD**

This agreement made this 12 day of Feb one thousand nine hundred and ~~nine~~ five in accordance with clause **35.02** of the **CUPE** Hospital Support Staff Collective **Agreement** signed between the parties on October **19, 1990**, herein after referred to as the Collective Agreement

**1. Bargaining Unit Structure**

It is **recognized** that the Central West Health Care Institutions Board refers to one (1) Employer operating nine facilities and five clinics at different sites. The operating facilities and clinics with employees represented by **CUPE HS** include:

- Central **Nfld.** Regional Health Centre
- **Carmelite** House
- **Baie Verte** Peninsula Health Centre
- St. **Alban's** Clinic
- **Lewisporte** Clinic

The reference throughout the Collective Agreement to bargaining units refers to **CUPE HS** employees as defined by the Collective Agreement at all facilities operated by the Employer as one (1) bargaining unit. The seniority lists of **CUPE HS** employees at all facilities within the Employer will be merged effective date of signing.

**2. Seniority List**

Both parties agree that a “numbered” seniority system would facilitate a more efficient operation of this transition agreement. A facility specific seniority list will also be maintained.

**3. Transfer of Service**

As of November **1, 1994**, the employees of the three facilities and two clinics (with **CUPE** members) were transferred to the Board. The Board **recognizes** the service of each of the employees as it was **recognized** by the previous Employer prior to the new Board assuming governance.

**4. Job Postings**

For the purpose of job postings there shall be five facilities **recognized**:

Central Newfoundland Regional Health Care Centre  
**Carmelite**  
**Baie Verte**  
St. **Alban's** Clinic  
**Lewisporte** Clinic

- 
- a) Job postings will be posted as per Article 15 of the **CUPE HS** Collective Agreement.
  - b) Permanent positions shall be posted throughout all facilities in the region where the employees are represented by **CUPE HS**. When filling such positions, employees at the particular facility **will** be considered prior to considering applicants **from** other sites.
  - c) For any temporary positions, if the temporary position at a particular facility is less than **16** weeks, the Employer shall select a temporary employee at that particular facility; if the particular temporary position is **expected to be** greater than **16** weeks, it shall be posted in all facilities where the employees are represented by **CUPE HS** and be filled in accordance with **4(b)**.

**5. Displacements**

- (a) For the purpose of displacement there shall be five facilities as follows:
  - Central Newfoundland Regional Health Centre  
**Carmelite House**
  - **Baie Verte** Peninsula Health Centre  
**St. Alban's Clinic**  
**Lewisporte Clinic**
- (b) Employees whose positions are affected by the Employer's decision to layoff shall:
  - i) accept layoff, or
  - ii) displace the most junior **permanent** employee in his classification or another classification at his facility provided that his hours of work are not changed unless mutually agreed, provided he has sufficient qualifications to do the work required.
  - iii) after exhausting all displacement rights in (ii) above, at the time of **noticé** of layoff, if an employee indicates his willingness to displace at another facility he will displace the most junior employee in his classification or another classification at the other facility with the provisions of qualifications as per the collective agreement, provided that his hours of work are not changed **unless** mutually agreed, provided he has sufficient qualifications to do the work required.

6. Recall

- a) For the purpose of recall there shall be five facilities, Central **Nfld.** Regional Centre, **Carmelite** House and **Baie Verte** Peninsula Health Centre, St. **Alban's** Clinic and **Lewisporte** Clinic. Permanent employees will be recalled in order of seniority. Permanent employees will be recalled for work at the facility from which he was laid off. Permanent employees may also be recalled to another site with the Employer provided he notifies the Employer, in writing, at the time of layoff or anytime that he is willing to be recalled for work at another site, and provided he is qualified to perform the work required.
- b) Recall of temporary employees shall be site specific, in accordance with the Collective Agreement, based on the seniority at that particular site.

7. Grievance Procedure

All steps are guided by time limits as outlined in the steps in the current Collective Agreement.

- Step I Employee submits grievance to Shop Steward
- Step II Shop Steward presents grievance to the employee's immediate supervisor/facility manager
- Step III Shop steward submits grievance to the Senior Operating Officer
- Step IV Failing settlement at Step III, the Shop Steward presents grievance to the **AED - Human Resources**
- Step V Either party may refer grievance to arbitration

8. Labour Management Committee Structure

Facility specific Labour Management Committee

- i) structured as per current Collective Agreement to deal with facility specific issues

Regional Labour Management Committee

- i. equal representation from union and management

- ii. to deal with regional issues, problems, and matters of mutual **interest** which are not properly the subject of grievance or negotiations; could deal with issues referred by facility specific Labour Management **Committees**
- iii. meetings - **minimally** twice per year.
- iv. **alternating chairs**
- v. employees **will be** reimbursed for **transportation** and meals (in **accordance** with the **collective** agreement) while attending regional **Labour** Management Committee meetings.

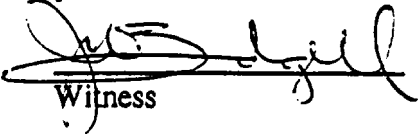
**9. Occupational Health and Safety Committee**

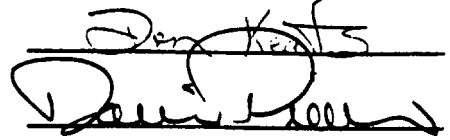
There shall be two Occupational **Health and** Safety Committees and **they shall** be facility specific.

**10. Personal Files** . . . .

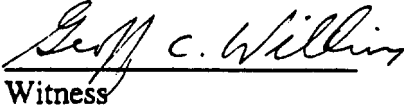
The official **recognized** personal file for the purposes of clause **13.04** of the Collective Agreement shall be maintained at **the facility** the employee is working. The existing practice with respect to **the St. Alban's** and **Lewisporte** clinics will be maintained.

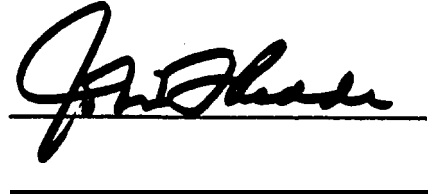
Signed on behalf of the Central West Health Care Institutions Board by its proper officers in the presence of the witness hereto subscribing

  
Witness

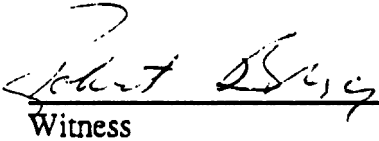
  
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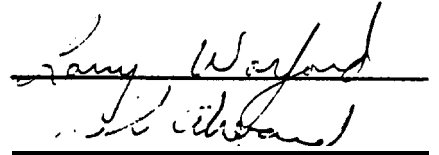
Signed on behalf of the Newfoundland and Labrador Health Care Association by proper officers on behalf of all hospitals and agencies listed in Schedule C in accordance with the Constitution and in the presence of the witness hereto subscribed

  
Witness

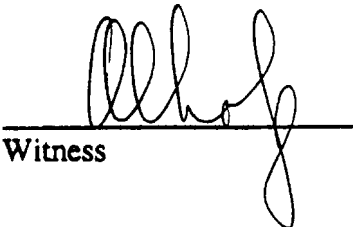
  
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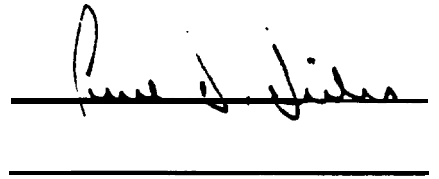
Signed on behalf of the Canadian Union of Public Employees by its proper officers in the presence of the witness hereto subscribing

  
Witness

  
\_\_\_\_\_

Signed on behalf of Treasury Board by its proper officers in the presence of the witness hereto subscribing

  
Witness

  
\_\_\_\_\_



Letter of Understanding

February 9, 1996

Mr. Bob Matthews  
National Representative  
**CUPE**  
P. O. Box 8745, Stn. A  
St. John's, NF  
A1B 3T2

**RE: Movement of NAPE HS Employees**

Dear Mr. Matthews:

This will confirm the parties understanding reached during transition discussions whereby the Employer may require NAPE **HS** members to perform work in facilities where **CUPE** is the bargaining unit, providing there are no qualified **CUPE** employees:

- 1) On layoff, or
- 2) Employees who were laid off from the classification in which the work is to be performed and subsequently displaced into another classification **with** the employer.

Sincerely,



Dave Diamond  
AED HR

Letter of Understanding

January 12, 1996


Mr. Bob Matthews  
National Representative  
**CUPE**  
P. O. Box 8745, Stm. A  
St. John's, NF  
A1B 3T2

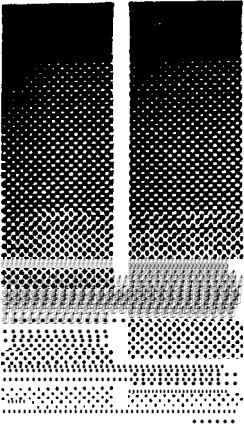
RE: Essential Employees

Dear Mr. Matthews:

This will confirm the parties understanding reached during transition discussions that the determination of essential employees will continue to operate on a site specific basis. As **well**, this transition agreement will not negate existing essential employees agreements.

Sincerely,

  
Dave Diamond  
AED HR



# CENTRAL WEST HEALTH CARE INSTITUTIONS BOARD

Union Street . Grand Falls-Windsor, Newfoundland, A2A 2E1 . Tel: 709-292-2500 . Fax: 709-292-2249

February 27, 1996

## *Letter of Understanding*

Mr. Robert Matthews  
National Representative  
Canadian Union of Public Employees  
P. O. Box 8745, Station A  
St. John's, NF  
A1B 3T2

Dear Mr. Matthews:

### **Re: Transition Agreement - Regional Labour Management Committee**

This will confirm our understanding that employees attending meetings of the Regional Labour Management Committee and who have to travel from outside Grand Falls-Windsor will be reimbursed for transportation and meal costs.

Sincerely,

Dave Diamond  
Assistant Executive Director - Human Resources

SR

#### OPERATING FACILITIES:

- A.M. Guy Memorial Health Centre
- Bale Verte Peninsula Health Centre
- Carmelite House Senior Citizens' Home
- Central Newfoundland Regional Health Center
- Green Bay Community Health Centre
- Dr. Hugh Twomey Health Care Centre
- Harbour Breton Hospital
- North Haven Manor Senior Citizens' Home
- Valley Vista Senior Citizens' Home

#### REGIONAL CLINICS AT...

- Hermitage
- LB Scie
- Lewisporte
- Mose Ambrose
- St. Alban's

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND  
(represented herein by the Treasury Board)**

**AND**

**THE NEWFOUNDLAND HOSPITAL AND NURSING HOME ASSOCIATION  
REPRESENTING THE CENTRAL EAST HEALTH CARE INSTITUTIONS BOARD  
(herein after referred to as the Employer)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(herein after referred to as the Union)**

**October 13, 1995**

**CUPE HOSPITAL SUPPORT STAFF  
CENTRAL EAST HEALTH CARE INSTITUTIONS BOARD  
OCTOBER 13, 1995**

This agreement made this 17 day of November, one thousand nine hundred and ninety five in accordance with clause **35.02** of the **CUPE** Hospital Support Staff Collective Agreement signed between the parties on October **19, 1990**, herein after referred to as the Collective Agreement

**1. Bargaining Unit Structure**

It is **recognized** that the Central East Health Care Institutions Board refers to one **(1)** Employer operating six facilities at different sites. The operating facilities with employees represented by **CUPE (HS)** are:

- Notre Dame Bay Memorial Hospital - **Twillingate** herein after referred to as the Hospital
- New World Island Clinic - herein after referred to as the Clinic

The reference throughout the Collective Agreement to bargaining units refers to **CUPE HS** employees as defined by the Collective Agreement at the Hospital/Clinic operated by the Employer as one **(1)** bargaining unit. The seniority lists of **CUPE HS** employees at the two **(2)** facilities will be merged effective date of signing.

**2. Transfer of Service**

As of November **1, 1994**, the employees of the two above noted facilities were transferred to the Board. The Board **recognizes** the service of each of the employees at Notre Dame Bay Memorial Hospital and the New World Island Clinic of the **CUPE** bargaining unit as it was **recognized** by the previous Employer prior to the new Board assuming governance.

**3. Job Postings**

- a) Job postings will be posted as per Article **15** of the **CUPE HS** Collective Agreement.
- b) Permanent positions in the **CUPE** bargaining unit will be posted at Notre Dame Bay Memorial Hospital and the New World Island Clinic.
- c) For temporary positions for less than **16** weeks, the Employer will select a temporary employee from the **CUPE** bargaining unit at either the Hospital or the Clinic to fill the position. For temporary positions greater than **16** weeks, the position will be posted at the Hospital and the Clinic.

4. Displacements

An employee whose position is affected by the Employer's decision to layoff (including permanent employee reduction in hours of work) shall have the right to accept layoff or displace within the **CUPE** bargaining unit at Notre Dame Bay Memorial Hospital/New World Island Clinic only, in accordance with the Collective Agreement.

5. Recall

(a) Permanent employees at the Hospital/Clinic shall be recalled as per the Collective Agreement.

(b) Temporary employees at the Hospital/Clinic will be recalled as per the Collective Agreement.

(c) It is **recognized** that some employees may work temporary at the Hospital/Clinic in the **CUPE** bargaining unit, but also work as a temporary employee at other facilities in the NAPE bargaining unit within the region. These employees will be recalled in accordance with the employee's accumulated seniority at the respective facility.

When a temporary employee works at either a facility within the NAPE bargaining unit or the **CUPE** bargaining unit, the respective Union dues will be deducted from the employee while he/she is working at the facility.

(d) Subject to (c) above, if a temporary employee refuses recall to the Hospital/Clinic due to recall in the NAPE bargaining unit at another facility, it shall be considered by the Employer to be refusal for just cause.

6. Utilization of NAPE/CUPE Employees Within the Region

The Employer reserves the right to **utilize** an employee from the NAPE bargaining unit to perform work at the Notre Dame Bay Memorial Hospital/New World Island Clinic when there is no qualified member of the **CUPE** bargaining unit at the Hospital/Clinic who is available to do the work required.

7. Grievance Procedure

All steps are guided by time limits as outlined in the steps in the current Collective Agreement.

- step I Employee submits grievance to Shop Steward
- step II Shop Steward presents grievance to the employee's **immediate** supervisor/facility manager
- Step III Shop steward submits grievance to the Administrator of the Hospital
- step Iv Failing settlement at Step III, the Shop Steward presents grievance to the **AED - Human Resources** of the Employer
- step v Either party may refer grievance to arbitration

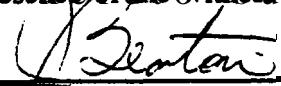
**8. Personal Files**



The **official recognized** personal file, for the purposes of clause **13.04** of the Collective Agreement shall be maintained by the "Human Resources Department" at the Regional office in Gander. An employee has the right, after making an appointment with the Human Resources Department, and during working hours to inspect his/her personal file. Upon making an appointment, the Employer will make arrangements to have the file delivered to the Notre Dame Bay Memorial Hospital for the employee's inspection. The remaining provisions of clause **13.04** apply.

**9. Labour Management Committee Structure**

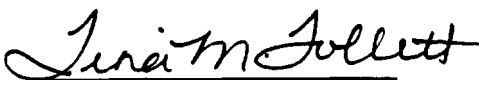
The Labour Management Committee shall be established and function as per the current Collective Agreement.

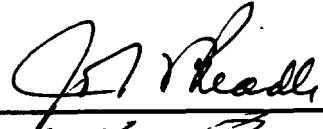
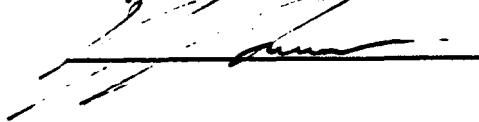
Signed on behalf of the Central East Health Care Institutions Board by its proper officers in the presence of the witness subscribing

  
Witness



Signed on behalf of the Newfoundland Hospital and Nursing Home Association by proper officers on behalf of all hospitals and agencies listed in Schedule C in accordance with the Constitution and in the presence of the witness hereto subscribed

  
Witness

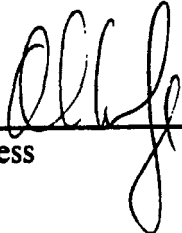
  


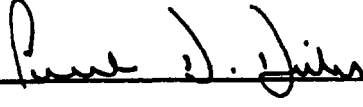

Signed on behalf of the Canadian Union of Public Employees by its proper officers in the presence of the witness hereto subscribing

  
Witness

Signed on behalf of Treasury Board by its proper officers in the presence of the witness hereto subscribing

  
Witness



SCHEDULE I

NO. OF WEEKS OF PAY IN LIEU OF NOTICE

AGE (YEARS)

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

## SCHEDULE J

### MEMORANDUM OF UNDERSTANDING

#### APPLICATION OF MASTER AGREEMENT LANGUAGE

Items contained in the Master Agreement signed on **1994 07 25** which are relevant to NAPE **HS** have been reflected in the text of this collective agreement where it is appropriate to do so. The list below includes Master Agreement items not included in the text of this agreement with the full text of each item being printed for the convenience of the reader:

#### **#17 Days Off Without Pay**

- (a) The maximum number of days off without pay an employee shall be required to take shall not be more than **1.5** days in **1994/95** and **1.5** days in **1995/96**. It is **recognized** and accepted, however, that the commitment to limit the number of days off without pay does not limit the Employer's right to lay off staff within the bounds of current Collective Agreements.
  - (i) Collective Agreement provisions on layoff, bumping, notice of- layoff, or other applicable provisions shall be waived so as to give effect to clause (a) above.
- (b) Time off without pay shall be considered as time worked for the purpose of all benefits of the Collective Agreement including seniority.
- (c) The time off to be mutually agreed between the employee and the Supervisor. Where time off cannot be mutually agreed, the Employer shall schedule the time and the employee shall receive at least **14** days' notice.
- (d) Days off under this provision shall mean regular hours of work. Twelve (12) hour shifts are counted as one and one-half (**1 1/2**) days. Time off shall be pro-rated for part-time employees.
- (e) Effective **July 1, 1994**, each employee will be required to take **1.5** days for the balance of **1994/95** and **1.5** days for **1995/96** with lost pay deducted in full from the pay period in which time off was taken.
- (f) There will be no layoff of 1 or 2 day duration to achieve the Province's fiscal objective in **1994/95** and **1995/96**.

## **#21 Pension Option**

Refer to P.P

The maximum reduction in Employer contributions to the Pension Plan will be **1.05 %** in **1994/95** and **1.05 %** in **1995/96**, with the exception of employees who are going to retire on or before **March 31, 1996**, who will be exempt from the Pension Option.

Service purchase arrangements which were in effect with respect to the **1993/94** Pension Option will remain in effect for **1994-95** and **1995-96**.

## **MEMORANDUM OF UNDERSTANDING**

- (1) Government agrees to introduce legislation in order to establish a bridging provision between the Public Service Collective Bargaining Act and the Labour Relations Act.
- (2) Subject to (3) below; With respect to the sale, lease, transfer or otherwise disposal of a business or the operations of a business, or a part of either of them, covered by this Agreement which may occur during the term of this Agreement, but before the passage of legislation referred in (1) above, successor rights will apply on the same basis as if the sale, lease, transfer or otherwise disposal was subject to the successor rights provisions of the Labour Relations Act.
- (3) Successor rights will not apply in the event that an Employer contracts-out work in accordance with the provisions of the Collective Agreement.

November 27, 1998

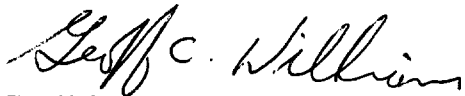
Mr. Robert Matthews  
CUPE Office  
Box 8745, Station A  
St. John's, NF A1B 3T2

Dear Mr. Matthews

**Re: Escort Duty**

It is agreed and understood that those employees who, through established practice and policy, currently enjoy escort duty benefits greater than those specified in Article 24.08 shall continue to do so for the term of this Agreement.

Sincerely,



**Geoff C. Williams**  
Director of Labour Relations

November 27, 1998

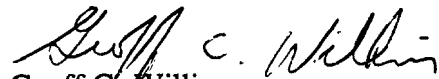
Mr. Robert Matthews  
CUPE Office  
Box 8745, Station A  
St. John's, NF  
A1B 3T2

Dear Mr. Matthews:

**Re: Summer Scheduling**

It is agreed and understood that those employees who, through established practice and policy, currently enjoy reduced hours of work under summer scheduling, shall continue to do so for the term of this Agreement.

Sincerely,



Geoff C. Williams

Director of Labour Relations

November 27, 1998

Mr. Robert Matthews  
CUPE Office  
Box 8745, Station A  
St. John's, NF  
A1B 3T2

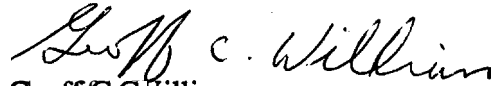
Dear Mr. Matthews:

**Re: Parking Facilities**

This will conform our understanding that at the present time, the Employer has no intention of making any changes to the parking situation.

Trusting this is satisfactory.

Sincerely,



**Geoff C.C. Williams**

Director of Labour Relations

November 27, 1998

Mr. Robert Matthews  
CUPE Office  
Box 8745, Station A  
St. John's, NF  
A1B 3T2

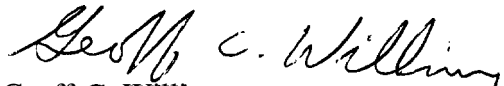
Dear Mr. Matthews:

**Re: Shift Differential**

Shift differential shall apply to all hours worked by an employee between the hours of 1600 hours on one day and 0800 hours the next day, whether the hours are regularly scheduled or overtime hours.

11c/12  
P. 27

Sincerely,

  
Geoff C. Williams  
Director of Labour Relations



November 27, 1998

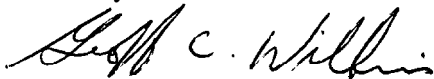
Mr. Robert Matthews  
CUPE Office  
Box 8745, Station A  
St. John's, NF  
A1B 3T2

Dear Mr. Matthews:

**Re: Vacation of Short Duration**

The Employer agreed to notify institutions, with a copy to **CUPE**, that employees are permitted to take vacation of short duration if requested and approved by the Employer. Such request should be made at least twenty four (24) hours prior to the vacation day requested off. Such requests will not be unreasonably denied.

Sincerely,



Geoff C. Williams  
Director of Labour Relations

November 27, 1998


Mr. Robert Matthews  
CUPE Office  
Box 8745, Station A  
St. John's, NF  
A1B 3T2

Dear Mr. Matthews:

**Re: Day Care Centres**

This will confirm our agreement that the parties during the term of the current Agreement may discuss the possibility and feasibility of establishing day care centres for children of employees of this bargaining unit. These discussions will take place during regular Labour Management meetings.

Sincerely,

  
Geoff C. Williams  
Director of Labour Relations

November 27, 1998

Mr. Robert Matthews  
CUPE Office  
Box 8745, Station A  
St. John's, NF  
A1B 3T2

Dear Mr. Matthews:

**Re: Scheduling**

This will **confirm** the understanding reached in negotiations regarding clause 17.02, 17.03(a), 17.05, 17.06, 18.10, 19.02, 19.03 and **definition** of week.

Because of the **recognized** problem of including a detailed schedule in the Collective Agreement which will be acceptable to the Employer and the employees in large and small institutions we have agreed to permit each Employer and the **recognized** local union with that Employer, to have discussions on a mutually acceptable schedule. If a mutually acceptable schedule cannot be determined, it is also agreed and understood that the existing work scheduling procedure will remain in effect during the life of this Agreement.

Sincerely,

  
Geoff C. Williams  
Director of Labour Relations

November 27, 1998

Mr. Robert Matthews  
CURE Office  
Box 8745, Station A  
St. John's, NF  
A1B 3T2

Dear Mr. Matthews:

**Re: Bargaining Unit**

This will confirm the agreement of the parties to continue discussions on the determination of Hospital Support Staff Bargaining Unit with each Employer covered by this Agreement. If an agreement cannot be reached within three (3) months of the signing of this Agreement, the matter will be referred to the Labour Relations Board.

The bargaining units as determined by the above discussions, will be the classifications for which the Employer will **recognize** the union as the sole and exclusive bargaining agent as outlined in clause 3.10.

Sincerely,



Geoff C. Williams  
Director of Labour Relations

November 27, 1998

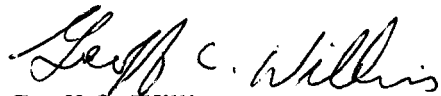
Mr. Robert Matthews  
CUPE Office  
Box 8745, Station A  
St. John's, NF  
A1B 3T2

Dear Mr. Matthews:

**Re: Part-time Employees Working Additional Shifts**

This will **confirm** our understanding that on an annual basis, part-time employees will advise their Employer in writing of their desire to work additional shifts up to equivalent full-time hours. These part-time employees shall be placed on the temporary recall list and recalled in accordance with seniority for those additional shifts. Clause **17.03(e)** shall not apply to these additional hours worked by the part-time employees.

Sincerely,



Geoff C. Williams  
Director of Labour Relations

November 27, 1998

Mr. Robert Matthews  
CUPE Office  
Box 8745, Station A  
St. John's, NF  
A1B 3T2

Dear Mr. Matthews:

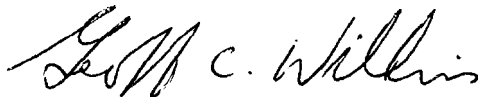
**Re: CUPE Laboratory and X-Ray Salary Scales**

In order to clarify some of the confusion that has developed over the salary scale for the Laboratory and X-Ray covered by the CUPE Agreement, the following is our intention.

Employees will be paid based on the salary scales outlined in the Memorandum of Agreement. This means that employees will be paid based on a thirty five (35) hour work week. If an employee regularly works thirty seven and one half (37 1/2) hours per week, he will be paid thirty seven and one half (37 1/2) times the hourly rate. In other words, the hours for thirty five (35) to thirty seven and one half (37 1/2) hours will be at a regularly hourly and not overtime rates.

Trusting this clarifies the situation.

Sincerely,



Geoff C. Williams  
Director of Labour Relations

November 27, 1998

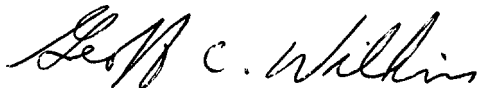
Mr. Robert Matthews  
CUPE Office  
Box 8745, Station A  
St. John's, NF  
A1B 3T2

Dear Mr. Matthews:

**Re: Pagers**

This will **confirm** our understanding that the current practice, as it applies to employees covered by this Agreement with respect to pagers will be maintained during the terms of this Agreement unless otherwise mutually agreed.

Sincerely,



Geoff C. Williams  
Director of Labour Relations

November 27, 1998

Mr. Robert Matthews  
CUPE Office  
Box 8745, Station A  
St. John's, NF  
A1B 3T2

Dear Mr. Matthews:

**Re: Sick Leave Control Policy**

This will **confirm** our understanding that the Employer and the union shall meet during the term of the Agreement to discuss, where necessary, at the request of either party, sick leave policies. Such meetings shall take place as soon as it is reasonably possible and the parties shall make an earnest effort to resolve any **difficulties** regarding the sick leave policies, in a mutually acceptable manner and to decide whether or not joint sick leave committees are necessary. Notwithstanding the Employer's rights to implement such sick leave policies that do not violate the collective agreement, the union may **grieve** and arbitrate any differences arising **from** these meetings.

Before the Employer implements any changes to existing sick leave policies or introduces a new sick leave policy, the Employer will discuss such changes or policies with the union. Notwithstanding the Employer's right to implement such changes or new policies that do not violate the collective agreement, the union may grieve and arbitrate any differences arising from these meetings.

Before an employee is terminated for excessive use of sick leave, a representative of The Newfoundland and Labrador Health Care Association, **CUPE** and the Employer will meet with the employee to discuss alternatives to the employee being terminated or pensioned.

Sincerely,



Geoff C. Williams  
Director of Labour Relations



November 27, 1998

Mr. Robert Matthews  
CUPE Office  
Box 8745, Station A  
St. John's, NF A1B 3T2

Dear Mr. Matthews:

**Re: Job Posting**

This will **confirm** our understanding that those Employers who have not already done so will prepare and provide to the union a copy of the job posting for each bargaining unit position with the Employer.

The Employer will discuss and explain to the union its rationale for change(s) to **the** job posting at least seven (7) calendar days before implementing the change(s) to the job posting.

If the union disagrees with the Employer's rationale for such change, then the union may grieve in accordance with clause 15.02 of the Agreement and arbitrate the dispute in accordance with clause 12.11.

The Employer's rationale for the change(s) to the job posting shall be given in writing to the union and if the union disagrees, it shall give its rationale in writing to the Employer.

Sincerely,



Geoff C. Williams  
Director of Labour Relations

November 27, 1998

Mr. Robert Matthews  
CUPE Office  
Box 8745, Station A  
St. John's, NF A1B 3T2

Dear Mr. Matthews:

**Re: Classification Review of Trades Personnel**

A classification review of the following classifications shall be conducted by Classification and Pay Division:

Carpenter I and II  
Electrician I and II  
Painter I and II  
Plumber I and II  
Plasterer  
Maintenance Repairer I and II  
Power Engineers  
Mechanical Equipment Repairman

CUPE shall be given an opportunity to make a presentation to Classification and Pay Division regarding **this** classification review.

Classification and Pay Division shall interview a representative sample of Trades Personnel from different classifications and work areas. CUPE will have an opportunity to recommend the individuals to be interviewed. Revised position descriptions will be developed for all positions.

Sincerely,



Geoff C. Williams  
Director of Labour Relations

November 27, 1998

Mr. Robert Matthews  
CUPE Office  
Box 8745, Station A  
St. John's, NF A1B 3T2

Dear Mr. Matthews:

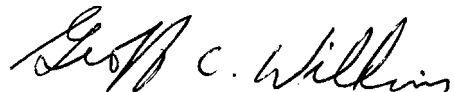
**Re: Seniority by Number**

It is agreed between the parties that seniority shall be based on a number system.

The seniority number systems that are currently in place shall remain in effect.

In Health Care Boards where there is no seniority number system in place, the parties agree to negotiate and implement such a system within six (6) months of the ratification of this agreement.

Sincerely,



Geoff C. Williams  
Director of Labour Relations

November 27, 1998

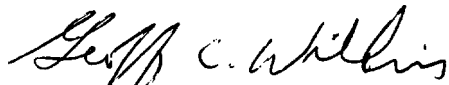
Mr. Robert Matthews  
CUPE Office  
Box 8745, Station A  
St. John's, NF A1B 3T2

Dear Mr. Matthews:

**Re: Pay Equity**

Prior to July 1, 1999, in consultation with Health Care Boards, Treasury Board and the Union, the parties agree to consult on the issue of whether the pay equity process has resulted in any classification anomalies. The parties agree to consider and assess options related to modifications on the classification system which may be required.

Sincerely,



Geoff C. Williams  
Director of Labour Relations

November 27, 1998

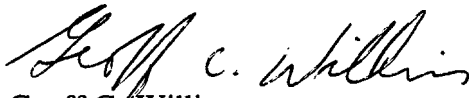
Mr. Robert Matthews  
CUPE Office  
Box 8745, Station A  
St. John's, NF A1B 3T2

Dear Mr. Matthews:

**Re: Promotions and Staff Changes**

The parties agree to discuss the **utilization** of temporary employees in an effort to determine whether any positions may be posted as permanent positions. These discussions shall take place at the local level and shall occur within six (6) months of the signing of the Agreement.

Sincerely,



Geoff C. Williams  
Director of Labour Relations

November 27, 1998

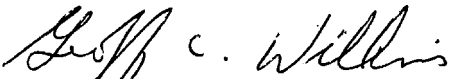
Mr. Robert Matthews  
CUPE Office  
Box 8745, Station A  
St. John's, NF A1B 3T2

Dear Mr. Matthews:

**Re: St. John's Nursing Home Board**

The St. John's Nursing Home Board agrees to meet with the Union to discuss the determination of the support staff bargaining unit(s) and other transition issues.

Sincerely,

  
Geoff C. Williams  
Director of Labour Relations