

**COLLECTIVE AGREEMENT**

**BETWEEN**

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

**AND**

**THE NEWFOUNDLAND AND LABRADOR HEALTH BOARDS  
ASSOCIATION**

**AND**

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

**Effective: August 13, 2008**

**Expires: March 31, 2012**

**THIS AGREEMENT made this 13<sup>th</sup> day of August Anno Domino Two Thousand and Eight.**

**BETWEEN**

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

**AND**

**THE NEWFOUNDLAND AND LABRADOR HEALTH BOARDS  
ASSOCIATION, on behalf of all employers 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**

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This is not the official version.

## 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 facility shall be well and efficiently served.
- (4) When interpreting this collective agreement, the parties agree that the respective transition agreements between the Union and the regional employers attached in Schedule G must be read in conjunction with the collective agreement.
- (5) In the event that there is a conflict between the contents of this agreement and any regulation made by the Employer, the contents of this agreement shall take precedence over the said regulation.

and whereas the parties of this Agreement desire to improve the quality of patient/resident care in the facility 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 an employer or the official authorized by him/her to act on his/her 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/her 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/her 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/her 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 an employer listed in Schedule "C" represented herein by the Newfoundland and Labrador Health Boards Association.
- (i) **"Facility"** means a hospital, home, institution, agency, centre, clinic, health and community services office, school, or other site.
- (j) **"Holiday"** means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.
- (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.
- (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/her 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) **"Reclassification"** means any change in the current classification of an existing position.
- (p) **"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.
- (q) **"Vacancy"** means an opening which is either permanent, part-time or of the temporary nature (for more than thirteen (13) 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/her 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 facility 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/her 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/her 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 and Personal Harassment

The Employer and the Union consider sexual and personal harassment to be reprehensible and are committed to maintaining an environment in which such harassment does not exist.

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

#### \*4.04 Personal Harassment

Personal harassment is any behaviour by any person in the workplace that is directed at and is offensive to an employee, endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee.

Personal harassment occurs when an individual uses his/her authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee.

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation.

The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail and/or coercion.

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

#### 4.05 Workplace Abuse

The parties recognize that an employee may be subject to abuse in the course of his/her duties. Where an employee makes a written complaint of abuse to the Employer, the Employer shall conduct an investigation. Should the Employer determine that the complaint is justified, the Employer shall take such reasonable steps as it considers necessary in the circumstances. The union shall give all reasonable cooperation with an investigation where the complaint is made against a member of the bargaining unit.

\*4.06 False Accusations

The Employer will take appropriate steps to deal with an employee, whether inside or outside the bargaining unit, who is alleged to have made a false accusation of harassment or abuse against another employee.

**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.

**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.

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/her 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.

- (a) In the case of a temporary employee the letter of appointment shall state the date of hire and the duration of the expected period of employment.
- (b) In the case of a part-time employee the letter of appointment shall set out the hours of work that the employee is hired to work either daily or weekly as the case may be.

**Article 8 - Correspondence**

8.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Administrator or his/her designated representative, and the Secretary of the Union.

**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.

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/her 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/she be required to make up, in any way, for time lost due to not reporting for work.
- (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.
- (v) Where the Employer requires an employee to work during a declared state of emergency, the Employer shall endeavour to provide transportation to and from work.

10.02 Adverse Weather Conditions

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

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

**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/her 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/she represents before the Employer shall be required to recognize him/her.

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.

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 seven (7) calendar days after becoming aware of the occurrence of the grievance, submit his/her grievance to the Shop Steward or in the absence of his/her Shop Steward, another Shop Steward may process the grievance.

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/her 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/her 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/her 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.

#### 12.12 Mediation

Prior to proceeding to arbitration, the parties may avail of the services of a mediator to attempt to resolve the grievance. Additionally, the arbitrator may act as a mediator prior to commencing a hearing with the agreement of the parties. Both parties will equally share the cost of the mediator. Both parties retain access to the complete arbitration process as described in Article 12 of the Agreement where either party does not agree to mediation.

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

#### 13.01 Probationary Period

The probationary period will be six hundred and fifty (650) hours in all institutions. 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 six hundred and fifty (650) hours of work during this period, his/her probationary period may be extended until he/she actually completes six hundred and fifty (650) hours of work. A temporary employee shall be allowed to accumulate periods of employment in order to complete a probationary period. For the purpose of this clause, time off with pay, excluding workers' compensation and sick leave, approved by the employer, shall be considered as time worked.

#### 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 of the grievance procedure shall be omitted in such cases.

#### 13.03 Discipline

##### (a) Suspension or Discharge

An employee who has completed his/her 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/her former position, without loss of seniority and shall be compensated for all time lost in an amount equal to his/her 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/her work up to a required standard by a given date, the Employer shall, within seven (7) calendar days thereafter, give written particulars of such censure to the employee involved.
- (e) Adverse Report  
The Employer shall notify an employee in writing of any dissatisfaction concerning his/her 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/her 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/her record. This article shall apply in respect of any expression of dissatisfaction relating to his/her work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.  
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) official recognized personal file which shall be maintained by the Human Resources/Administration Department. An employee shall, after making an appointment, be allowed to inspect his/her personal file during working hours and he/she may be accompanied by a representative of the Union if he/she 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/she 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/she 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 shall 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 based on the number seniority system 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/she 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/she is discharged for just cause and not reinstated;
2. he/she resigns in writing and does not withdraw his/her resignation within five (5) calendar days of its submission, provided the employee gave notice in accordance with article 21.04 (b).
3. he/she 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/she 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 all employees to keep the Employer informed in writing or e-mail of his/her current address and telephone number. A permanent or part-time employee recalled for employment of short duration at a time when he/she is employed elsewhere, shall not lose his/her recall rights for his/her refusal to return to work;
5. he/she is laid off for a period longer than two (2) years; or
6. he/she 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.

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

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority 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/her trial period, he/she 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/she 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 thirteen (13) 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 facility 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

- (a) 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 position(s). No position of a permanent nature will be filled by keeping temporary employees on

- in excess of thirteen (13) weeks without posting the position.
- (b) Where, in the Employer's opinion, a temporary position is expected to exceed a period of thirteen (13) continuous weeks, or where a position exceeds thirteen (13) continuous weeks, such position shall be posted in accordance with clause 15.01.

#### 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/her 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/her 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/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 rearrangement of positions shall also be returned to his/her 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/her 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/her former position if required qualifications are not met within such time.

\*15.07 Notification of Successful Applicant

Within thirty (30) calendar days of the notification of the successful applicant to a vacant position, the name of the successful applicant shall be posted on all bulletin boards provided for job competitions. The Employer and Union Local may agree to the use of an electronic medium for notification of successful applicants, in which case the notification shall be within fourteen (14) calendar days.

15.08 Incapacitated Worker Provision

- (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 position, he/she will displace another employee commencing with the most junior employee of all the positions in his/her classification or 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.
- (b) An employee who is displaced shall displace the most junior employee in the same classification or another classification provided that he/she has sufficient qualifications to do the work required, provided that his/her 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/her hours of work changed because of this clause shall have the option of taking the change in hours or going on lay off.
- (d) A permanent employee may displace a permanent or temporary employee.
- (e) A temporary employee may displace another temporary employee.
- (f) A permanent employee displacing into a lower paying position shall be "red-circled". Red-circling shall only apply to a temporary employee who is in a posted position for a minimum of twenty-four (24) consecutive months. Red-circling shall remain in effect for the duration of the posted position.
- (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/she 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/herself 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.

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.



- (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/her classification or another classification provided that his/her 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/she has sufficient qualifications to do the work required and provided that his/her hours of work are not changed unless mutually agreed. An employee displacing into a lower paying position shall maintain his/her rate of pay and be "red circled".
- (e) Any employee who may have his/her 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/her permanent status. A permanent employee who has the option to bump into a permanent position upon layoff and chooses to bump into a temporary position forfeits his/her ability to bump into a permanent position in future. A permanent employee may displace a permanent or temporary employee. A temporary employee may only displace another temporary employee.
- (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 H. 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, including those on a probationary period, 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/she 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/her refusal unless for illness or other just cause will mean a loss of recall rights for temporary employment but he/she will maintain his/her seniority. For such periods of temporary employment, he/she 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/her 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.
- (g) Where the Employer has offered a temporary employee a period of employment less than the normal hours of work for the areas and, either prior to or during the period of employment, the Employer offers additional hours up to the hours normally worked in the area, this shall not be considered as a change of shift as per 17.03(d). The temporary employee shall have the option to decline the additional hours above those initially offered, subject to the availability of qualified replacement staff and provided the Employer does not incur any additional cost.

#### 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/she 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 H. 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/her 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) A permanent employee who bumps out of his/her 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.
- (b) No employee shall be permitted to access such a position should the bi-weekly hours of work exceed those of the employee's original position.

#### 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
  - (i) Part-time employees shall not be scheduled by the Employer for less than three (3) hours in any shift. After his/her 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/her regular hourly rate.
  - (ii) 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 17.01 (d)(i) will not apply to these additional hours worked by the part-time employees.
- (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)) 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/she 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/she 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/she 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/her 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/she 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/her 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/her 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/her 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/she shall be paid in addition to the normal day's pay at the rate of time and one-half (1 1/2) his/her 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/her shift, he/she 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/her 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/she had worked during his/her regular hours during such absence.

\*18.07 Sharing of Overtime

- \* (a) The opportunity to work overtime hours and callback shall be divided in a fair and equitable manner among employees who normally work in the work area and are qualified to perform the available work.
- \* (b) An employee who is unavailable for overtime, unable to accept overtime or declines overtime shall be considered as having worked the overtime and it shall be recorded as such as per Article 18.07(c).
- \* (c) The Employer shall maintain up to date records of all overtime hours. For this purpose, the record period shall be the fiscal year unless otherwise mutually agreed between the local Union and the Employer. The records shall be made accessible to employees on a quarterly basis. The number of hours recorded as overtime hours shall be equal to the applicable overtime rate times the hours worked by the employee who accepted the overtime.
- \* (d) Employees not wishing to work overtime shall put forth their desire by March 1<sup>st</sup> of the preceding fiscal year. However, should the Employer exhaust the list of those willing to work overtime, all employees shall be required to work.
- \* (e) Throughout the record period, the Employer will attempt to balance overtime hours equitably. However, should an employee claim he/she has been bypassed on a specific date in the distribution of overtime, and there is a negative difference at the end of the fiscal year between the employee's overtime hours and the average overtime hours within the normal work area, the employee shall be paid an amount equal to the difference, if the difference exceeds three (3) hours. Such an amount owing shall be paid within thirty (30) days of the fiscal year ending.

18.08 Double Shift

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

\*18.09 Callback

- (a) An employee who is called in to work outside his/her 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/she lives in subsidized accommodations adjacent to the facility; or
  - (ii) transportation is provided by the Employer.
- (c) Subject to (b) above, when an employee is on standby and is recalled to work under the conditions described in (a) above, he/she shall be paid the cost of transportation to and from his/her 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/her regular scheduled shift.
- (e) 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.



- \* (f) \* (i) An employee required to perform standby duty shall be paid ten dollars (\$10.00) for each eight (8) hour shift of standby.
- \* (ii) When a standby is required on statutory holiday, the rate of compensation shall be twelve dollars and twenty cents (\$12.20) for each eight (8) hour shift of standby.
- \* (g) Twelve Hour Shift
  - \* (i) An employee required to perform standby duty shall be paid thirteen dollars and forty-five cents (\$13.45) for each twelve (12) hour shift of standby.
  - \* (ii) When a standby is required on a statutory holiday, the rate of compensation shall be sixteen dollars and seventy-five cents (\$16.75) for each twelve (12) hour shift of standby.
- (h) No compensation shall be granted for the total period of standby duty if the employee does not report for work when required.
- (i) On-call duty shall be equally divided among the qualified employees.

#### 18.10 Consecutive Work Premium

- (a) Subject to article 17.06 (a) and (b), all work performed on the eighth (8th) 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/her 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/her supervisor, the employee may receive time off in lieu.

**Article 19 - Shift Work**

**\*19.01 Shift Differential**

**\*(a) \*(i) Shift Differential (Eight (8) Hour Shifts)**

A shift differential of seventy-two (72) 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, excluding those employees working on a recognized day shift.

**\*(ii) Shift Differential (Twelve (12) Hour Shifts)**

A shift differential of seventy-two (72) 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 one dollar and twenty-five cents (\$1.25) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday.

**\*(c)** If an employee qualifies for both differentials under (a) and (b) above, he/she shall receive both.

**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.

**(iii) Shifts of Less Than Eight (8) Hours**

There shall be at least twelve (12) hours between shifts unless otherwise agreed to by mutual consent between the employee and the supervisor.

**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/she 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:
  - (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
- (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 holidays 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/her 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/she is required to work such a holiday, he/she 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/her 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 scheduled 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/her 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 employees 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.

\*20.10 Payment for Holidays While on Layoff/Leave of Absence Without Pay

Holidays, as outlined in Clause 20.01 shall not be paid to an employee if the holiday occurs while the employee is on layoff status unless the employee has worked thirty-seven and one-half (37 ½) hours or more in the pay period. No employee will be laid off for the purpose of avoiding payment of a statutory holiday.

**Article 21 - Vacations**

21.01 (a) Length of Vacation

- (i) An employee shall receive an annual vacation with pay in accordance with his/her 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/she may be allowed in the year in which the change occurs, a portion of the additional leave for which he/she 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/she shall be allowed an additional vacation day with pay at a time to be mutually agreed between the employee and his/her supervisor.

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/she shall receive the benefit of such increase from the effective date.

21.04 Vacation Pay on Termination or Retirement

- (a) An employee terminating his/her employment at any time in his/her vacation year, before he/she has had his/her 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/she has accumulated a maximum of:

- (1) Twenty (20) days annual leave, if he/she is eligible for twenty (20) days in any year;
- (2) Twenty-five (25) days annual leave, if he/she is eligible for twenty-five (25) days in any year.;
- (3) Thirty (30) days annual leave, if he/she 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/her 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/her final pay cheque.

#### \*21.09 Overtime Vacation Rate

When an employee is required to work during his/her vacation, he/she shall receive pay at the rate of double (2) time. 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/her leave to sick leave effective the date of notification to the Employer. The employee shall submit on his/her return to duty a certificate stating the total period during which he/she qualified for sick leave.
- (b) In the case of an employee who is admitted to hospital while on vacation, he/she may change the status of his/her leave to sick leave with effect from the date he/she 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 Annual Leave of Short Duration

Employees shall be permitted to take annual leave of short duration if requested and approved by the Employer. Such requests should be made at least forty-eight (48) hours prior to the vacation day requested off. Such requests will not be unreasonably denied.

21.14 Unused Vacation Paid to Estate

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

21.15 Vacation Credits for the First and Last Month of Employment

For the purpose of this Article, an employee who is paid full salary or wages in respect of fifty (50) percent or more of the days in the first or last calendar month of his/her service shall, in each case, be deemed to have had a month of service.

**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 Workplace Health, Safety and 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) Notwithstanding Clause 22.02 (a)(i), an employee hired after May 4, 2004 is eligible to accumulate sick leave with full pay at the rate of one (1) day for each month of service.
  - (iii) 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.
  - (iv) Notwithstanding Clause 22.02 (a)(iii), the maximum number of days of sick leave which may be awarded to an employee hired after May 4, 2004 during any consecutive twenty (20) year period of service shall not exceed two hundred and forty(240) days.
- (b) Twelve Hour Shifts
- (i) An employee is eligible to accumulate sick leave with full pay at a rate of fifteen (15) working hours for each 162.5 hours of service.
  - (ii) Notwithstanding Clause 22.02 (b)(i), an employee hired after May 4, 2004 is eligible to accumulate sick leave with full pay at a rate of seven point five (7.5) working hours for each 162.5 hours of service.
  - (iii) 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 thirty six hundred (3600) working hours.



- (iv) Notwithstanding Clause 22.02 (b)(iii), the maximum number of days of sick leave which may be awarded to an employee hired after May 4, 2004 during any consecutive twenty (20) year period of service shall not exceed eighteen hundred (1800) 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/her choice and under no circumstances will an employee be penalized in any way by the Employer for exercising his/her option of being attended by his/her 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 non-compliance with the requirements of the Workers' Compensation Commission.
- (c) When an employee is on Workers' Compensation and his/her claim ends for other than non-compliance, the employee shall be eligible to proceed from Workers' 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/her sick leave credits may be allowed in the event of illness, in excess of fifteen (15) days, an extension of his/her sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon his/her return to duty from his/her normal monthly accumulation.

(ii) 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/her 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/she may elect, if he/she is still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if he/she is eligible to receive such leave and if not, on special 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/her 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/her accumulated sick leave, the employee may be retired effective when his/her accumulated sick leave has expired or at retirement age, whichever occurs first; if he/she is to be retired, he/she shall receive such pension award as he/she 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.

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/she 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/her 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/she would have been recalled to during periods of hospitalization upon proof of admission and discharge.

22.12 Sick Leave for Preventative Medical and Dental Care

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. The employee must endeavor, to a reasonable extent, to schedule preventative medical and dental care during off duty hours. Employees shall provide a minimum of forty-eight (48) hours advanced notice of his/her appointment, except in extenuating circumstances. Leave under this clause shall be deducted in accordance with Clause 22.03.

22.13 Sick Leave Credits for the First and Last Month of Employment

For the purpose of this Article, an employee who receives full salary or wages in respect of fifty (50) percent or more of the days in the first or last calendar month of his/her service computed in full or half (1/2) days shall, in each case, be deemed to have had a month of service.

**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 facility.
- (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 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 facility.
- (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.

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/her 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).

23.05 Family Responsibility Leave

The provisions outlined below shall become effective January 1, 2002:

- (a) A full-time permanent employee shall be awarded fifteen (15) hours paid family responsibility leave in the calendar year. This leave shall be utilized for the following:
  - i) attend to the temporary care of a sick family member;
  - ii) attend to the needs related to the birth of the employee's child;
  - iii) accompany a family member on a medical or dental appointment;
  - iv) attend to meetings with school authorities;
  - v) attend to the needs related to the adoption of a child;
  - vi) attend to needs related to home or family emergencies.
- (b) In order to qualify for family responsibility leave, the employee shall provide as much notice as is reasonably possible.
- (c) Employees shall not be permitted to change any other leave to family responsibility leave but shall be entitled to change family responsibility leave to bereavement leave.
- (d) Part time and temporary employees shall have this benefit prorated based on hours worked in the previous calendar year.
- (e) A temporary employee shall be granted family leave for the period for which he/she was recalled.

- (f) Any remaining balance shall be paid to the employee in the first pay period in the following year.

#### 23.06 Maternity/Adoption/Parental Leave

- (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 fifty-two (52) 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 fifty-two (52) weeks shall be counted as service for the purpose of step progression, sick leave 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 fifty-two (52) 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 childcare services to its employees wherever possible.

- (h) A pregnant employee shall not be required by the Employer to be in contact with patients who have a contagious disease, which may put her unborn child at risk.

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 offence.

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.

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, provided that the employee has no current or accumulated annual leave available to him.

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/her 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/she 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/her 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/she wishes to receive his/her advance payment, shall receive prior to commencement of his/her annual vacation any regular pay cheque(s) which may fall due during his/her vacation.



\*24.05 Transportation

- (a) When, in the course of his/her 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/she may be permitted to use his/her own vehicle and be reimbursed at the rate of thirty-one (31.5) cents per kilometre effective April 1, 2000. 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/she shall be compensated for his/her transportation subject to clause 24.05 (a), and his/her lodging shall be paid by the Employer upon presentation of suitable receipts.
- (d) The Per Diem meal rate shall be:
  - (i) Thirty-six dollars and fifty cents (\$36.50) (\$7.30 - breakfast; \$10.95 - lunch; \$18.25 - dinner) per day for the Island and Labrador.
  - (ii) For travel outside the province, Forty-three dollars (\$43) per day in Canada.
  - (iii) Forty-three (\$43 US) per day for the US and;
  - (iv) Forty-eight (\$48) per day for all other travel.
- (e) An employee shall be entitled to one five (5) minute person to person telephone call for each night of overnight travel.
- (f) An employee is entitled to claim an incidental expense for each night on overnight travel status of five dollars (\$5) per night.

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

24.06 Labrador Benefits

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

24.07 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.

24.08 Promotion Procedure

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

24.09 Demotion Procedure

(a) Involuntary Demotion

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

(b) Voluntary Demotion

When an employee is voluntarily demoted, his/her salary shall be established at a step in the new pay range equivalent to his/her existing salary. If his/her present salary falls between two steps, he/she will be adjusted to the lower of the two. If his/her current salary exceeds the top of the salary range he/she 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 fifty-two (52) weeks.

\*26.02 Workers' Compensation

- (a) All employees shall be covered by the Workplace Health, Safety and Compensation Act. Pending the settlement of an insurable claim, the employee shall receive salary calculated as if the Workplace Health, Safety and 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 Workplace Health, Safety and 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 Workplace Health, Safety and Compensation Act.
- \*(c) It is understood and agreed by the parties to this collective agreement that an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission, after the date of signing of this agreement, shall no longer accumulate benefits under this agreement but shall have their position with the Employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the *Human Rights Act*.

#### 26.03 Liability Protection

Employees covered by this agreement shall be covered by the Employer's general liability insurance in the performance of their assigned duties.

### **Article 27 - Technological Change**

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

#### 27.01 Advance Notice

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

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

An employee who is displaced from his/her 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/her 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

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.

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.

**27A.04**Income Protection

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

**27A.05**Transfer Arrangements

An employee who is displaced from his/her 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.

**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-rated 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 facility 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 re-employed 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

(a) Part-time employees shall receive the wages and benefits specified in this Agreement on a pro-rated 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 April 1, 2008:  
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 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.

30.10 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.

30.11 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.



### **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/her 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/her 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 employment with the Employer provided that where a break in employment exceeds twelve (12) consecutive months, service shall commence from the date of re-employment. Maternity Leave or Adoption Leave up to fifty-two (52) 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/her duty suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered, subject to a maximum of three hundred dollars (\$300).

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/her designated representative.

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

## **Article 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, 2012, and thereafter from year to year unless either party gives notice in writing of termination or amendment not more than seven (7) months 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 the 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 Tom Marshall, President of Treasury Board and the Honourable Ross Wiseman, Minister of Health and Community Services, in the Presence of the witness hereto subscribing

\_\_\_\_\_  
Witness

SIGNED on behalf of the Newfoundland and Labrador Health Boards 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

April 1, 2008	8%
April 1, 2009	4%
April 1, 2010	4%
April 1, 2011	4%

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

- (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.

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SCHEDULE A  
Classifications in HS Bargaining Unit

CLASSIFICATION TITLE	CLASS SPEC	PAY #RANGE
Accountant I	0210	HS-31
Accounting Clerk I	0205	HS-21
Accounting Clerk II	0206	HS-24
Addictions Counsellor I	6070	HS-39
Addictions Counsellor II	6071	HS-41
Addictions Officer	6075	HS-39
Administrative Officer I	0505	HS-30
Aircraft Dispatcher I	8462	HS-30
Ambulance Dispatcher I	5637	HS-22
Ambulance Dispatcher II	5638	HS-28
Ambulance Operator/Attendant	5634	HS-20
Art Instructor (Painting & Drawing)	5845	HS-29
Audiology Technician	5320	HS-22
Audio-Visual Equipment Technician	2426	HS-25
Audio-Visual Specialist	2424	HS-32
Auto Mechanic	8207	HS-23
Autopsy Assistant	5262	HS-18
Barber I	8522	HS-17
Beautician I	8527	HS-21
Beautician II	8528	HS-22
Behaviour Management Specialist	6089	HS-35
Biomedical Engineering Technologist I	8503	HS-31
Biomedical Engineering Technologist II	8504	HS-33
Buyer I	0412	HS-25
Buyer II	0414	HS-28
Buyer III	0416	HS-31
Cardiovascular Perfusion Technician	5252	HS-26
Cardiovascular Perfusion Technologist	5255	HS-35
Child Management Specialist	6085	HS-35
Clerk I	0015	HS-20
Clerk II	0016	HS-21
Clerk III	0017	HS-22
Clerk IV	0018	HS-27
Clerk Stenographer I	0025	HS-21
Clerk Stenographer II	0026	HS-22
Clerk Stenographer III	0027	HS-24
Clerk Typist I	0020	HS-20
Clerk Typist II	0021	HS-21
Clerk Typist III	0022	HS-24
Clinical Dietitian I	7150	HS-39

CLASSIFICATION TITLE	CLASS SPEC	PAY #RANGE
Community Health Educator	5018	HS-39
Community Services Worker	6199	HS-31
Computer Operator I	0892	HS-23
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-20
Cook II	7117	HS-21
Cook Helper	7115	HS-18
Co-ordinator, Assessments & Placements	5062	HS-35
Data Entry Operator	0897	HS-20
Dental Assistant I	5105	HS-21
Dental Assistant II	5107	HS-22
Dental Hygienist II	5116	HS-26
Dental Technician	5110	HS-23
Departmental Programme Co-ordinator	0504	HS-34
Domestic Worker	7215	HS-19
Dormitory Receptionist	7224	HS-17
Dormitory Supervisor I	7225	HS-18
Driver/Psychiatric Attendant	5614	HS-20
Drug Clerk	5236	HS-21
Duplicating Equipment Operator	0114	HS-18
Electronics Technician	8500	HS-26
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
Food Operations Supervisor I	7135	HS-25
Food Service Supervisor	7110	HS-22
Food Service Worker I	7105	HS-19
Food Service Worker II	7106	HS-20
Gardener I	8310	HS-16
Health Education Assistant	5015	HS-24
Health Records Analyst	5007	HS-29
Homemaker	6088	HS-22
Hospital Admitting Clerk I	5072	HS-21
Hospital Admitting Clerk II	5073	HS-22

CLASSIFICATION TITLE	CLASS SPEC#	PAY RANGE
Instructional Materials Development Specialist/ Librarian	2448	HS-32
Job Opportunities Officer	5850	HS-29
Labourer I	8305	HS-14
LAN Administrator	0900	HS-38
Laundry Supervisor I	7010	HS-22
Laundry Worker I	7005	HS-18
Laundry Worker II	7006	HS-20
Laundry Worker III	7007	HS-21
Librarian I	2309	HS-30
Librarian II	2310	HS-32
Librarian III	2311	HS-34
Library Assistant	2303	HS-21
Library Clerk	2301	HS-20
Library Technician I	2305	HS-23
Library Technician II	2306	HS-24
Library Technician III	2307	HS-26
Licensed Practical Nurse I	5606	HS-26
Licensed Practical Nurse II	5607	HS-28
Mail and Messenger Clerk I	0005	HS-17
Mail and Messenger Clerk II	0006	HS-18
Maintenance Repairer	8105	HS-18
Management Analyst I	0350	HS-29
Management Analyst II	0351	HS-35
Meat Cutter	7125	HS-15
Medical Equipment Repairer	8502	HS-19
Medical Records Librarian I	5004	HS-24
Medical Records Technician I	5002	HS-25
Medical Records Technician II	5003	HS-27
Medical Services Aide	5052	HS-20
Mental Health Crisis Intevenor	6097	HS-28
Microfilm Operator I	0808	HS-19
Mould Room Technician	5260	HS-19
Music Instructor	5843	HS-29
Occupational Health & Safety Officer II	3193	HS-38
Occupational Therapy Support Worker	5309	HS-26
Offset Press Operator I	8566	HS-20
Offset Press Operator II	8567	HS-26
Operating Room Technician	5610	HS-26
Ophthalmologist Assistant	5337	HS-23
Organizational Budget Analyst	0301	HS-34
Orthopaedic Technician	5251	HS-23
Orthopaedic Technologist	5249	HS-27

CLASSIFICATION TITLE	CLASS SPEC#	PAY RANGE
Painter/Plasterer	8130	HS-21
Paramedic I	5640	HS-28
Paramedic II	5641	HS-30
Parental Care Supervisor I	7240	HS-24
Parental Care Supervisor II	7241	HS-26
Payroll Clerk I	0091	HS-21
Payroll Clerk II	0093	HS-26
Payroll Clerk III	0094	HS-28
Payroll Officer I	0089	HS-22
Payroll Officer II	0090	HS-23
Personal Care Attendant	5605	HS-22
Pharmacy Technician	5238	HS-24
Photographic Technician (Ophthalmology)	5336	HS-27
Physical Education Instructor I	2212	HS-29
Physiotherapy Support Worker	5308	HS-26
Plaster Cast Technician	5250	HS-17
Policy, Planning and Research Analyst	0647	HS-37
Power Engineer 2nd Class	8612	HS-30
Power Engineer 3rd Class	8611	HS-26
Power Engineer 4th Class	8610	HS-24
Power Engineer 4th Class (Shift-in-Charge)	8617	HS-26
Pre-Vocational & Employment Co-ordinator	6185	HS-34
Pre-Vocational & Employment Counsellor I	6187	HS-17
Pre-Vocational & Employment Counsellor II	6186	HS-23
Printing Production Worker I	8556	HS-19
Prosthetic/Orthotic Technician I	5256	HS-17
Prosthetic/Orthotic Technician II	5257	HS-21
Prosthetic/Orthotic Technician III	5258	HS-26
Prosthetic/Orthotic Technician IV	5259	HS-30
Psychiatric Licensed Practical Nurse I	5615	HS-26
Psychiatric Licensed Practical Nurse II	5616	HS-27
Psychiatric Licensed Practical Nurse III	5617	HS-30
Psychiatric Therapy Aide	5314	HS-27
Radio-Telephone Operator	0110	HS-18
Recreation Therapy Worker I	5294	HS-22
Recreation Therapy Worker II	5295	HS-23
Recreation Therapy Worker III	5296	HS-24
Recreational/Development Specialist I	5292	HS-32
Recreational/Development Specialist II	5291	HS-34
Regional Nutritionist	5013	HS-39
Residence Counsellor (School for the Deaf)	6091	HS-30
Residence Counsellor Trainee (Sch for the Deaf)	6095	HS-24

CLASSIFICATION TITLE	CLASS SPEC#	PAY RANGE
Residential Housekeeper	7232	HS-14
Respiratory Technician	5341	HS-27
Safety and Security Monitor	5603	HS-16
Seamstress I	7008	HS-19
Seamstress II	7009	HS-20
Secretary I	0029	HS-24
Secretary II	0030	HS-25
Security Guard	7254	HS-15
Senior Child/Behaviour Management Specialist	6087	HS-37
Social Assistance Worker	6020	HS-31
Social Service Worker	6301	HS-24
Social Work Program Co-ordinator	6217	HS-41
Social Worker I	6260	HS-39
Social Worker II	6261	HS-41
Staff Training & Development Co-ordinator	0304	HS-32
Statistician I	0325	HS-31
Statistician II	0326	HS-35
Stenographer I	0042	HS-20
Stenographer II	0043	HS-22
Stenographer III	0044	HS-24
Sterile Supply Technician	5050	HS-22
Stockhandler	0403	HS-15
Storekeeper I	0405	HS-19
Storekeeper II	0406	HS-22
Supervisory Residence Counsellor (School for the Deaf)	6090	HS-32
Switchboard Operator I	0105	HS-19
Switchboard Operator II	0106	HS-20
Trades Helper	8103	HS-16
Trades Worker I	8111	HS-24
Trades Worker II	8112	HS-26
Trades Worker III	8113	HS-28
Training Officer	0386	HS-37
Transition House Counsellor	6818	HS-26
Treatment Attendant I	6190	HS-22
Treatment Attendant II	6191	HS-24
Typist I	0011	HS-20
Typist II	0012	HS-22
Urodynamics Technician	5613	HS-23
Urology Technician I	5608	HS-27
Urology Technician II	5609	HS-29
Utility Worker I	8100	HS-15
Utility Worker II	8101	HS-17

CLASSIFICATION TITLE	CLASS SPEC#	PAY RANGE
Vocational Program Co-ordinator	6016	HS-32
Watchperson	7250	HS-14
Word Processing Equipment Operator I	0118	HS-22
Word Processing Equipment Operator II	0119	HS-24
Youth Care Counsellor	6012	HS-30
Youth Care Supervisor	6011	HS-34

Where the Classification, Organization and Management Division of Treasury Board has changed the name of a classification or created a new classification, the changes shall be referenced in Schedule A.

*This is not the official version.*

**SCHEDULE A-1**

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

<b>Specification X</b>	<b>Classification Title</b>	<b>Pay Range #</b>
0105	Switchboard Operator I	HS19
0205	Accounting Clerk I	HS21
5294	Recreation Therapy Worker I	HS22
5295	Recreation Therapy Worker II	HS23
5308	Physiotherapy Support Worker	HS26
5309	Occupational Therapy Support Worker	HS26
5605	Personal Care Attendant	HS22
5606	Licensed Practical Nurse I	HS26
6260	Social Worker I	HS39
6261	Social Worker II	HS41
7005	Laundry Worker I	HS18
7006	Laundry Worker II	HS20
7007	Laundry Worker III	HS21
7008	Seamstress I	HS19
7105	Food Service Worker I	HS19
7115	Cook Helper	HS18
7116	Cook I	HS20
7117	Cook II	HS21
7215	Domestic Worker	HS19
8100	Utility Worker I	HS15
8105	Maintenance Repairer	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:

### AMBULANCE PERSONNEL

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
3 shirts	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 sou'wester

Items to be replaced on forfeiture of previous items.



## SCHEDULE C

Employers which are party to this Agreement:

Western Health Care Corporation operating:

Western Memorial Regional Hospital  
Western Memorial Clinic  
Interfaith Home for Senior Citizens, Corner Brook  
J.I. O'Connell Centre  
Deer Lake Clinic  
Sir Thomas Roddick Hospital Dietary Staff

Central West Health Corporation operating:

Baie Verte Peninsula Health Centre  
Central Newfoundland Regional Health Centre/Carmelite House  
St. Alban's Clinic  
Lewisporte Clinic  
Brown Avenue Therapeutic Residence

Central East Health Care Institutions Board operating:

Notre Dame Bay Memorial Health Centre  
New World Island Clinic

Grenfell Regional Health Services Board operating:

Dr. Charles S. Curtis Memorial Hospital  
Strait of Belle Isle Health Centre, Flower's Cove  
John M. Gray Centre for Seniors, St. Anthony  
Labrador South Health Centre, Forteau

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 AND LABRADOR 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 \$400,000.

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 and dependents 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. **This applies to those employees with family coverage only.**

##### 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	Spousal 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 on a timely basis. Proof of prolonged disability may be required every year.

### **HEALTH INSURANCE BENEFITS FOR MEMBERS AND DEPENDENTS**

#### **Hospital Benefit**

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 \$60.00

#### **Prescription Drug Benefit**

The 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 Benefit**

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 100% of covered eligible expense of \$125 for eyeglass lenses and frames and 100% 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 purchase 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 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. It is important to note that reimbursement under the extended health care benefit is made at 80% of covered eligible expenses up to \$5,000; expenses over \$5,000 and less than \$10,000 are reimbursed at 90%, and expenses over \$10,000 are reimbursed at 100% in any calendar year. Where no maximum eligible expense is noted, reasonable and customary rates will apply. Please consult your employee benefit 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 Worker's Compensation or a similar program;
- services or supplies received from a dental or medical department maintained by your employers, 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 ninety (90) days per trip for travel within Canada. Coverages commences from the actual date of departure. The current 30 day period per trip for travel outside Canada will still apply. There will be no coverage for travel outside Canada under this program following the first 30 days of a trip outside the participants province of residence. Additional coverage is available from Atlantic Blue Cross Care 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.

This 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 hour 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.

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 absenting 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**

**Labrador Benefits Agreement**

**ARTICLE 1**  
**SCOPE**

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

**ARTICLE 2**  
**DURATION**

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

**ARTICLE 3**  
**LABRADOR ALLOWANCE**

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

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

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

**ARTICLE 4**  
**TRAVEL ALLOWANCE**

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

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

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

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

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

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

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

**ARTICLE 5**  
**LEAVE**

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

**ARTICLE 6**  
**PROTECTIVE CLOTHING**

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

**ARTICLE 7**  
**RELOCATION EXPENSES**

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



**ARTICLE 8**  
**EXISTING GREATER BENEFITS**

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

**ARTICLE 9**  
**DEFINITIONS**

- 9.1 “Dependent”- for the purpose of this Agreement, dependent means a spouse, whether of the same or opposite gender, and children under age eighteen (18) years of age, or twenty-four (24) years of age if the child is in full time attendance at a school or post-secondary institution.
- 9.2 “Spouse” - for the purpose of this agreement, spouse means an employee's husband or wife, including a common-law or same sex partner with whom the employee has lived with for more than one year. This allowance shall be paid to employees in the first pay period following April 15 of each year on a pro-rated basis in accordance to his/her hours of work in the previous twelve (12) month period ending March 31<sup>st</sup>, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents on the date of application of the allowance.

**“SCHEDULE A”**

**COMMUNITY GROUPING**

**GROUP 1**

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

**GROUP 2**

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

**GROUP 3**

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

**MEMORANDUM OF UNDERSTANDING**

**RE: NURSES COMMITTEE**

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

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Letter to Ed Hancock (signed)

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Signing page

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**SCHEDULE G**

**TRANSITION AGREEMENTS**

Central East Health Care Institutions Board  
Central West Health Care Institutions Board  
Grenfell Regional Health Services Board  
Health Labrador Corporation  
Western Health Care Corporation/Community Health Western

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**SCHEDULE H**

**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	21	23	25
> 6 years < 8 years	19	21	23	25	27	29
> 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	41
> 14 years < 16 years	35	37	39	41	43	45
> 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

June 3, 2008

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

Dear Mr. Farewell:

**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,

Elizabeth J. Lane  
Director of Collective Bargaining

This is not the official version.

June 3, 2008

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

Dear Mr. Farewell:

**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,

Elizabeth J. Lane  
Director of Collective Bargaining

This is not the official version.

June 3, 2008

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

Dear Mr. Farewell:

**Re: Parking Facilities**

This will confirm 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,

Elizabeth J. Lane  
Director of Collective Bargaining

This is not the official version.

June 3, 2008

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

Dear Mr. Farewell:

**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,

Elizabeth J. Lane  
Director of Collective Bargaining

This is not the official version.



June 3, 2008

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

Dear Mr. Farewell:

**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,

Elizabeth J. Lane  
Director of Collective Bargaining

June 3, 2008

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

Dear Mr. Farewell:

**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/she 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,

Elizabeth J. Lane  
Director of Collective Bargaining

June 3, 2008

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

Dear Mr. Farewell:

**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,

Elizabeth J. Lane  
Director of Collective Bargaining

This is not the official version.

June 3, 2008

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

Dear Mr. Farewell:

**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 Boards Association, CUPE and the Employer will meet with the employee to discuss alternatives to the employee being terminated or pensioned.

Sincerely,

Elizabeth J. Lane  
Director of Collective Bargaining

June 3, 2008

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

Dear Mr. Farewell:

**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,

Elizabeth J. Lane  
Director of Collective Bargaining

June 3, 2008

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

Dear Mr. Farewell:

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,

Elizabeth J. Lane  
Director of Collective Bargaining

June 3, 2008

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

Dear Mr. Farewell:

Re: **Scope of Practice**

The Employer Supports all health professionals, including Licensed Practical Nurses working within their scope of practice.

Sincerely,

Elizabeth J. Lane  
Director of Collective Bargaining

This is not the official version.

June 3, 2008

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

Dear Mr. Farewell:

Re: **Death of an Employee**

It is the position of the Employer that the present Group Life and Extended Health Benefits Plan, Clause 26, will pay the total costs and expenses involved in the return of the remains of an employee who dies while away from home on the Employer's business. In the event the Group Life and Extended Health Benefits Plan does not cover the total costs, the Employer agrees to pay the difference. The remains shall be returned to the place of residence.

Sincerely,

Elizabeth J. Lane  
Director of Collective Bargaining

This is not the official version.



June 3, 2008

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

Dear Mr. Farewell:

**Re: Exposure to Infectious/Contagious Disease**

Where an Employer becomes aware that an employee has been or may have been exposed to an infectious or contagious disease in the performance of his/her duties, the Employer will immediately inform the employee of the potential risk, and of the appropriate protocol to deal with the risk. Costs associated with the initial protocol shall be compensated by the Employer.

Sincerely,

Elizabeth J. Lane  
Director of Collective Bargaining

This is not the official version.

June 3, 2008

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

Dear Mr. Farewell:

**Re: Early and Safe Return to Work**

The parties are encouraged to meet and discuss the opportunity to further explore Early and Safe Return to Work initiatives. Where practical, these discussions should occur within six (6) months of the signing of this agreement.

Sincerely,

Elizabeth J. Lane  
Director of Collective Bargaining

This is not the official version.

June 3, 2008

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

Dear Mr. Farewell:

**Re: Market Adjustment**

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

Sincerely,

Elizabeth J. Lane  
Director of Collective Bargaining

This is not the official version.

## MEMORANDUM OF UNDERSTANDING

### AGREEMENT ON PENSIONS

#### General

The purpose of this Memorandum of Agreement (MOA) is to amend the Memorandum of Understanding – 2004, Agreement on Pensions which is applicable to each of the collective agreements listed in Schedule “A”.

The Memorandum of Understanding – 2004, Agreement on Pensions shall be amended as follows:

The Parties agree to the following:

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

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

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

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

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

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

5. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship by April 1, 2008.

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

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

**This is not the official version.**

Signing page

**This is not the official version.**

**This is not the official version.**

## MEMORANDUM OF UNDERSTANDING

### CLASSIFICATION PLAN

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

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

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

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

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



## MEMORANDUM OF UNDERSTANDING - 2004

### HEALTH INSURANCE

There is agreement to extend the benefits of the current group health and insurance plan to temporary employees effective April 1, 2002. The eligibility criteria at that time was amended as follows:

It is understood and agreed that effective April 1, 2002, eligibility under the group insurance programs, policies 7600 and 3412, is hereby amended to include the following class of employees, subject to the following:

- Employees who have worked 50% or greater of the normal working hours in the previous calendar year will qualify for group insurance benefits as a condition of employment effective April 1, 2002.
- Annual review on January 1<sup>st</sup> of each year will determine eligibility, continued enrollment or termination of coverage under these programs. Should an employee terminate employment, all coverages under the programs terminate the date of termination.
- For the purpose of determining group life insurance coverage, the amount will be based upon twice their annual salary, subject to a minimum amount of \$10,000.
- Employees determined to be eligible by the Employer for coverage under these group programs, based on the number of hours worked in the previous year, will not be required to produce evidence of insurability as enrollment is mandatory and a condition of employment.

As a result of the 2004 round of negotiations, the following was also agreed:

1. Employees determined to be eligible for coverage under the Atlantic Blue Cross Care Plan shall be continued for the full twelve (12) month period commencing April 1<sup>st</sup> of each year as long as they remain actively employed and pay the required premiums.
2. Temporary employees covered under this Agreement who are determined to be eligible will access group insurance programs that are currently available.
3. Premiums for these employees must be collected through payroll deductions.
4. Employees who access Maternity, Adoption and/or Parental Leave during the previous calendar year will be allowed to count, for eligibility purposes, the hours worked during such leave by the next senior employee in that period.

5. Premiums for employees who are off payroll for one (1) or more periods will be recovered from the next cheque unless extenuating circumstances exist. This procedure for the recovery of premiums applies only to health care groups. Existing arrangements for the recovery of premiums in other sectors shall continue for the life of that Agreement.
6. Employees who miss a payroll for reasons other than approved unpaid sick leave are required to pay 100% of the premiums.
7. Employees on unpaid sick leave are required to present supporting medical documentation to the Employer during the current pay period.
8. If necessary, a further review of the premium recovery process will occur within six (6) months of the signing of the relevant Collective Agreements.

This wording reflects amendments to the eligibility guidelines only as a complete terms and policy conditions are set out in actual contracts on file with the Government of Newfoundland and Labrador, the policy holder.

#### Group Insurance Committee Membership

With respect to the membership of the Group Insurance Committee, it is understood and agreed that the complement of groups represented will remain unchanged throughout the term of this agreement.

MEMORANDUM OF UNDERSTANDING - 2001

OCCUPATIONAL REVIEWS

Treasury Board agrees to conduct occupational reviews for the classifications outlined on Appendix "A". It is acknowledged by both parties that the conduct of these reviews may or may not result in a change in classification level(s).

The parties further agree that requests for review from any other classifications not listed on Appendix "A" will be considered only where there is mutual agreement between the parties that such a review is warranted.

**This is not the official version.**

**MEMORANDUM OF UNDERSTANDING - 2001**

**OCCUPATIONAL REVIEWS**

**APPENDIX "A" - CUPE**

The following classifications will be reviewed in 2001 with an effective date of April 1, 2001 for any changes which may result:

1. Electronic Controls Repairer\*
2. Cook II\*
3. Utility Workers I/II's (HS only)

\* To be completed no later than December 15, 2001.

The following classifications will be reviewed in 2002 with an effective date of April 1, 2002 for any changes which may result:

1. Personal Care Attendant
2. Medical Services Aides
3. Medical Records Technician

The parties acknowledge that the CUPE trades study is under consideration and a response from Treasury Board Secretariat to the meeting of May 15, 2001 will be forthcoming.