

**LABORATORY AND X-RAY  
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**

**THE NEWFOUNDLAND AND LABRADOR  
ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES**

**Effective: May 4, 2004**

**Expires: March 31, 2008**

**RECEIVED**

**26 JUL. 2005**

05375 (11)

THIS AGREEMENT made this 4<sup>th</sup> day of May, Anno Domini Two Thousand and Four.

BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND  
represented herein by the Treasury Board

AND

THE NEWFOUNDLAND AND LABRADOR HEALTH BOARDS ASSOCIATION

of the one **part;**

AND

THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES.

a body corporate organized and existing under the laws of the Province of Newfoundland and having its Registered Office in the City of St. John's aforesaid (hereinafter referred to as the "the Union").

of the other part.

THIS AGREEMENT WITNESSETH that for and in consideration of premises and covenants, conditions, stipulations, provisos herein contained, the parties hereto agree as follows:

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26 JUL. 2005

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## Article 1 - Preamble

### 1.01 Purpose of Agreement

The purpose of **this** Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees, and the Union to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions including the functioning of a safety committee affecting employees covered by **this** Agreement. When interpreting this collective agreement, the parties agree that the respective transition agreements between the Union and the regional employers **must** be read in conjunction with the collective agreement.

### \*1.02 Patient Care

The parties to this Agreement share a desire to improve the quality of patient care in the hospital and community and to promote the well-being of employees to the end that the patients of the hospital will **be** well and efficiently served.

### 1.03 Conflict with Agreement

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.

### 1.04 Plural Terms May Apply

For the purposes of this Agreement, the plural indicate the singular and vice versa as the context may require.

### 1.05 No Discrimination

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, layoff, recall, discipline, classification, discharge, assignment of work, or otherwise by reason **of** age, race, creed, color, national origin, political or religious affiliation, sex or marital status, nor by reason of his/her membership or activity in the Union.

## Article 2 - Definitions

### 2.01 For the purpose of this agreement:

- (a) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 3.
- (b) "Classification" means the identification of a position by reference to a class title and pay range number.
- (c) "Day of Rest" means a 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:

- (d) "Day" means a working day unless otherwise stipulated in this Agreement.
- (e) "Demotion" 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 lower pay range number.
- (f) "Employee or employees" where used, is a collective term, except as otherwise provided herein. including all persons employed in the categories of employment contained in the bargaining unit.
- (g) "Employer" means Treasury Board or a hospital listed in Schedule C represented herein by the Newfoundland and Labrador Health Boards Association.
- (h) "Grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.
- (i) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.
- (j) "Layoff" means a period of time where an employee is not employed because of lack of work or because of the abolition of a post.
- (k) "Leave of Absence" means absence from duty with the permission of the Employer.
- (l) "Month of Service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.
- (m) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (n) "Part-time employee" means a person who is regularly employed 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 of the department or agency concerned. A letter of appointment shall be given to the employee within two (2) weeks from the date of hire.
- (o) "Permanent employee" means a person who has completed his/her probationary period and is employed on a full-time or part-time basis without reference to any specified date of termination of service. A letter of appointment shall be given to the employee within two (2) weeks from the date of hire.
- (p) "Permanent head" or "Administrator" means the Chief Executive Officer of the hospital or the official authorized by him/her to act on his/her behalf. In the case of a Government operated hospital, the Deputy Minister of the applicable department or the official authorized by him/her to act on his/her behalf.
- (q) "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.
- (r) "Reclassification" means any change in the current classification of an existing position.

- (s) "Seniority" means the length of service (excluding overtime) an employee has with the Employer, and subject to clause 30.05, shall date from the last entry into employment with the Employer. Seniority shall operate on a bargaining unit wide basis. Periods of special leave without pay in excess of twenty (20) days in the aggregate in any year **shall** not be reckoned for seniority purposes and the employee's record of seniority shall be noted accordingly, unless otherwise provided in this agreement.
- (t) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary ~~or~~ wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year unless otherwise specified in this Agreement.
- (u) "Standby" means any period of time during which, on the instruction of management, an employee is required to be available for recall to work.
- (v) "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. A letter of appointment shall be given to the employee within forty-eight (48) hours of hire or recall. Temporary employees will be given their date of layoff in writing and if any extensions are necessary the new layoff date will also be in writing.
- (w) "Year" means
  - (i) in the case of hospitals operated by Government the period extending from the first day of April in one year to the thirty-first day of March in the succeeding year; or,
  - (ii) in the case of hospitals not operated by Government the period extending from the first day of January in one year to the thirty-first day of December in that year.
- (x) "Week" means the period from 0001 hours Monday to 2400 hours the following Sunday inclusive.
- (y) "Scheduled" means in writing and posted in accessible places to all employees.
- (z) "Shift" means eight (8) consecutive hours inclusive of meal breaks.
- (aa) "Termination" means:
  - (i) the employee resigns;
  - (ii) the employee is dismissed for just cause, and is not reinstated;
  - (iii) the employee is laid off for a period longer than two (2) years;
  - (iv) the employee retires.
- (bb) "Probationary period" means the probationary period shall be three (3) calendar months. The probationary period for part-time and temporary employees shall be equivalent to that of a full-time employee, either in working hours or days, whichever is appropriate. If an employee has not completed sixty-five (65) days of work during this period, his/her probationary period may be extended until he/she has actually completed sixty-five (65) days of work.

Article 3 - Recognition

\*3.01

Bargaining Unit

- \*(a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the following classes which shall be considered bargaining unit positions but excluding from these classes employees covered by other collective agreements.

Animal Health Technologist  
Cardiology Technician  
Cardiology Technologist I  
Cardiology Technologist II  
Cardiovascular Technologist I  
Cardiovascular Technologist II  
Clinical Radiography Instructor  
Diagnostic Imaging Information System Technologist  
Diagnostic Imaging Technologist I  
Diagnostic Imaging Technologist U  
Diagnostic Imaging Technologist III  
Diagnostic Imaging Technologist IV  
Dosimetrist  
Electroneurophysiology Technologist I  
Electroneurophysiology Technologist U  
Electroneurophysiology Technologist III  
Laboratory and X-Ray Technician  
Laboratory and X-Ray Technologist  
Laboratory Assistant  
Laboratory Technician  
Laboratory Technologist I  
Laboratory Technologist U  
Laboratory Technologist III  
Laboratory Technologist IV  
Medical Physicist  
Nuclear Medicine Technician  
Nuclear Medicine Technologist I  
Nuclear Medicine Technologist II  
Nuclear Medicine Technologist III  
Polysomnograph Technologist  
Radiation Therapist I  
Radiation Therapist II  
Radiation Therapist III  
Veterinary Laboratory Technologist  
X-Ray Film Processor I  
X-Ray Film Processor II  
X-Ray Film Processor III  
X-Ray Technician

- \*(b) The parties agree that Technologist III and IV classifications in each of the Laboratory and X-Ray Departments shall be included in the bargaining unit.

**3.02** Work of the Bargaining Unit

- (a) No one outside the above mentioned bargaining unit shall do the work performed by employees within the bargaining unit except:
- (i) in the case of emergency
  - (ii) when instructing other employees
  - (iii) when performing developmental or experimental work
  - (iv) the parties agree that it may be necessary for supervisors/managers to be involved in bargaining unit work for the purpose of sharpening and retaining their skills in order to provide technical supervision to their staff. Tests involving productive bargaining unit work will be avoided where possible and in any case no more than four (4) hours of such work will be permitted in any one (1) calendar month.
  - (v) as provided for in clause 12.05(b).
- (b) Notwithstanding clause 3.02(a), students shall be permitted to do tests and procedures under the direct and constant supervision of a Technologist. In no case will such students be left alone to do productive tests or procedures. Such work may only be done as part of the students' training program and in no case shall it result in a reduction in the hours of work, pay, or benefits of any employee.

**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 Agreement.

Article 4 - Management Rights

- 4.01** All functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

Article 5 - Employee Rights

- 5.01** Notwithstanding anything contained in this Agreement any employee may present a personal complaint to management.

Article 6 - Union Security

**6.01** Union Members

All employees who are members of the Union at the time of signing of this Agreement shall remain members during the term of this Agreement.

6.02

Union Dues

All employees not members of the Union coming within the bargaining unit will, as a condition of employment, pay the monthly dues of the Union within ~~thirty~~ **(30)** calendar days of the signing of this Agreement.

6.03

New Members

All employees hired after the signing of this Agreement shall become and remain members in good standing in the Union, within thirty **(30)** calendar days, from the date of hire as a condition of employment.

Article 7 - Check-Off

7.01

Check-Off Payments

The Employer shall deduct from every employee coming within the bargaining unit the membership dues of the Union.

7.02

Deductions

Deductions shall be forwarded to the Union not later than the 15th day of the month following the month in which the deductions are made. The Employer will forward to the Union, with the first dues deductions cheque following the **signing** of the Agreement, a list which shows the employee's full name, classification number, social insurance number and the employee's contribution. Each month thereafter, a similar list showing additions and deletions will be forwarded with the dues deductions cheque.

7.03

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

7.04

Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

Article 8 - Grievance Procedure

8.01

Settling of Grievances

It is agreed that an earnest effort shall be made to settle any grievance which may arise between the Union and the Employer regarding the application, interpretation, or alleged violation of this Agreement including any question as to whether or not a matter is arbitrable, and in the event settlement cannot be reached, the following procedure shall be followed

Step 1 The aggrieved employee shall, within five (5) working days after becoming aware of the occurrence of the grievance, submit his/her grievance to



the Shop Steward.

**Step 2** If the shop steward considers the grievance to be justified, the employee concerned, together with his/her shop steward, or the shop steward alone, if the employee wishes, may, within five (5) working days, following receipt of the grievance by the shop steward, submit the grievance to the employee's supervisor giving a statement of the grievance and the adjustment requested. The supervisor shall declare his/her decision within five (5) working days after receipt of the grievance.

**Step 3** Failing satisfactory settlement of the grievance, the employee, together with the shop steward, or the steward alone, if the employee wishes, may within five (5) working days, submit the grievance to the permanent head. The permanent head shall meet with the shop steward in an effort to settle the grievance and declare his/her decision within ten (10) calendar days after receipt of the grievance.

**Step 4** Failing satisfactory settlement of Step 3, the Union may, by giving notice in writing within fourteen (14) calendar days of receipt of the permanent head's decision, declare its intention to refer the grievance to arbitration. When there is a dispute involving dismissal, Steps 1 and 2 shall be omitted.

8.02 Replies in Writing

Grievances and replies to grievances shall be in writing at all stages except in Step 1.

8.03 Employee Representation

The employee may be represented by a Shop Steward or any full-time representative of the Union at any level of the grievance procedure.

8.04 Retroactive Settlements

The settlement of a grievance without reference to arbitration shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, unless the settlement states otherwise.

8.05 Facilities for Grievance Meetings

The Employer will supply the necessary facilities for the grievance meetings

8.06 Time Limits

- (a) The time limits set forth in this Article may be varied by mutual consent of the parties to this Agreement.
- (b) An Arbitrator or Arbitration Board may extend the time limits of any step in the grievance procedure, notwithstanding the expiration of such time limits, where the Arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.

8.07

Policy Grievance

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

8.08

Union May Initiate 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.

8.09

Grievance Processed by Mail

When a grievance is forwarded through the mail, all correspondence shall be registered or by certified mail. The time while the mail is moving from one destination to another shall not be considered in the Grievance Procedure time limits.

Article 9 - Arbitration

9.01

Composition of Board of Arbitration

When either party desires that a grievance shall be submitted to Arbitration, the request shall be made in writing addressed to the other party of the Agreement.

Within fourteen (14) calendar days, thereafter, each party shall name a nominee to an Arbitration Board and notify the other party of the name and address of its nominee. If either party refuses or neglects to appoint a member to the Board of Arbitration, the Minister of Employment and Labour Relations of the Province of Newfoundland may be requested by the other party to appoint a member. The two so named shall, within fourteen (14) calendar days select a third person to act as Chairperson of the Board of Arbitration, but should they not do so within fourteen (14) calendar days, then either party may apply to the Minister of Employment and Labour Relations to appoint a person to be Chairperson. No person who has any pecuniary interest in the matters referred to the Arbitration Board, or who is acting or who has within a period of six (6) months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties, shall be appointed to or act as a member of an Arbitration Board.

9.02

Procedure of the Board of Arbitration

The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to it. The Board shall forthwith hear and determine the differences and allegations and render a decision within fourteen (14) calendar days from the time of the arbitration hearing. The decision of the majority shall be the decision of the Board. The Board of

Arbitration shall have authority to rule on only those matters referred to it in the dispute and shall have jurisdiction to settle all issues referred including the question of arbitrability, with power to modify disciplinary measures imposed by the Employer. The decisions of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the 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 three (3) days.

9.03

Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the nominee it appoints, or for whom the nominee was appointed by the Minister of Employment and Labour Relations.
- (b) One-half of the fees and expenses of the Chairperson.
- (c) One-half of the expenses of the Arbitration Board, for clerical assistance, supplies and rent of a place to meet.
- (d) If a scheduled arbitration hearing is cancelled which causes a cancellation fee to be charged by the arbitrator, the party responsible for cancelling the hearing shall pay the arbitrator's fee. The parties may mutually agree to postpone or cancel the hearing and share the cancellation fee. Notwithstanding the above, either party reserves the right to argue before the arbitrator that the hearing should continue.

9.04

Amending of Time Limits

The time limits set forth in this Article may be varied by mutual consent of the parties to this Agreement.

9.05

Witnesses

At any stage of the grievance or arbitration procedure, parties may have the assistance of the aggrieved employee as a witness, and any other witnesses, and all reasonable arrangements may be made to permit the conferring parties or arbitrators to have access to view any working conditions which may be relevant to the settlement of the grievance.

9.06

Single Arbitrator

The parties may mutually agree to the substitution of a single arbitrator for an arbitration board in which event the foregoing procedures shall apply equally to a single arbitrator where reference is made to an arbitration board.

\*9.07

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 will retain access to the complete arbitration process as described in Article 9 of the agreement where either party does not agree to mediation.

Article 10 - Hours of Work

10.01

Hours of Work

- (a) The scheduled workweek for all employees in the bargaining unit, except part-time employees, shall be thirty-five (35) hours per week or seventy (70) hours bi-weekly.
- (b) The scheduled workday except for part-time and temporary employees shall be seven (7) hours per day, exclusive of the meal break.
- (c) The normal days of work shall be either five (5) days per week or four (4) days in one (1) week and six (6) days in the next week, or three (3) days in one (1) week and seven (7) days in the next week. The Employer shall give to affected employees, two (2) weeks notice of any proposed introduction of a new or changed shift schedule(s) in a department.
- (d) Notwithstanding the above, the parties may jointly agree to establish a working schedule different from the above upon request from the majority of employees in a recognized Department or in a recognized section of a Department of Laboratory and X-ray Departments or upon the request of the Employer.
- (e) Consecutive Shifts  
No employee shall be compelled to work more than seven (7) consecutive day shifts or more than six (6) consecutive evening or night shifts unless otherwise mutually agreed between the employees and his/her supervisor.
- (f) Consecutive Work Premium  
Subject to 10.01(e), all work performed on the seventh (7th) consecutive evening or night shifts (or any combination of evening or night shifts) shall be paid for at the rate of time and one-half (1 1/2). Work performed on the eighth (8th) and subsequent consecutive shifts shall be paid for at a double (2) time rate. This clause shall not apply to those consecutive shifts worked subject to the written and signed request of the employee.

10.02

Rest Periods

Employees shall be permitted two (2) fifteen (15) minute rest periods per shift.

10.03

Shift Premium

Employees will receive an additional two dollars and seventeen cents (\$2.17) per shift for each shift worked on, while the majority of hours worked are between the hours of 4:00 p.m. and 8:00 a.m.

- 10.04      No Split Shifts  
No split shifts shall be required.
- 10.05      Days of Rest  
(a)      **An** employee shall receive a minimum of two (2) consecutive days of rest per week unless otherwise agreed by mutual consent between the employee and his/her supervisor.  
(b)      Unless otherwise mutually agreed between the employee **and** his/her supervisor, days of rest shall be planned in such a way as to distribute weekends off so that employees shall receive every third (3rd) weekend off and the Employer shall endeavour to grant every second (2nd) weekend off.  
(c)      Rotation of Shifts  
The rotation of shifts shall be carried out in an equitable manner unless otherwise agreed between the employee and his/her supervisor.
- 10.06      Working Schedule  
(a)      The working schedule for each employee showing the shifts and days of rest **shall** be posted in an appropriate place fourteen (14) calendar days **in** advance.  
(b)      When an employee's days of rest are changed without having been given at least forty-eight (48) hours notice prior to the Start of his/her day(s) of rest, he/she shall be paid double (2) his/her regular hourly rate for each hour worked on the scheduled **day(s)** ~~of~~ rest. This clause shall not apply if the shift(s) are changed by the written and signed request of the employee or there is mutual agreement in writing between the employee and his/her Supervisor. Either party shall have the right to terminate this agreement subject to a two (2) week notice period.
- 10.07      Notice of Change in Regularly Scheduled 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:  
(a)      Twenty-four (24) hours notice before the originally scheduled shift if the rescheduled shift occurs after the originally scheduled shift.  
(b)      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 notify the employee affected by the change before he/she reports to work. This clause shall not apply if *the* shift **is** changed by the written and signed request of the employee.

- 10.08      Exchange of Shifts  
With the approval of the Employer, employees may exchange shifts provided that the replacements are qualified to perform the required work.
- 10.09      Rest Between Shifts  
There shall be at least sixteen **(16)** hours between shifts unless otherwise **agreed** by mutual consent between the employee and his/her supervisor.
- 10.10      Meal Break  
(a)      The meal break shall be one (1) hour provided, however, that the break may be greater or less by mutual agreement between the supervisor and the employee.  
(b)      The Employer will endeavour to provide advance notice if the normal meal period is to be changed.
- 10.11      Adverse Weather Conditions  
(a)      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 of 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 10.11 (a)(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 10.11 (a)(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)    If the Employer provides transportation for employees to get to work, then it shall be the Employer's responsibility to provide transportation for employees to return to their homes.  
(b)      Where 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 10.11(a)(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 or make up the lost time at a mutually agreeable time.
- 10.12      Saturday and Sunday Differential  
A Saturday and Sunday differential of twenty-six **(26)** cents per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and **2400** hours Sunday. If an employee qualifies for the shift differential under clause 10.03 and the Saturday and Sunday differential, he/she shall receive both.

## Article 11 • Overtime

- 11.01 Overtime
- (a) Full-time Employees  
Subject to 10.01(d) and 11.01(b), an employee shall be paid the applicable rate for all hours worked in excess of his/her normal hours on a daily, weekly or bi-weekly basis, including any time worked that exceeds the regular shift and that ends in the next calendar day.
- (b) Part-time Employees  
Subject to 10.01, all time worked by a part-time employee in excess of the equivalent full-time hours on a daily, weekly, or bi-weekly basis shall be considered overtime.
- (c) Meal on Unscheduled Overtime  
When an employee is told during his/her regular shift that he/she is required to work unscheduled overtime immediately following that shift, he/she shall be provided with a meal or meal allowance of six dollars (\$6.00), provided he/she works three (3) or more hours of overtime in total in one shift
- 11.02 Hourly Rate  
An employee's regular hourly rate shall be calculate by dividing his/her annual salary as determined in Schedule "A" by 1820. Overtime rate shall be one and one-half (1 1/2) times this rate.
- 11.03 Calculation of Overtime  
Ail overtime shall he calculated to the nearest next highest thirty (30) minute unit.
- 11.04 Overtime Subject to Approval  
All overtime is subject to the approval of the Employer or his/her designated representative.
- 11.05 Sharing of Overtime  
Overtime shall be divided equally among employees who are qualified and willing to do the required overtime work; if none of these employees are available, the assignment of overtime shall he made by the Employer.
- 11.06 Time Off in Lieu of Overtime Pay or Callback  
Instead of cash payment for overtime or callback, 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 he conveyed to the supervisor within seventy-two (72) hours of the conclusion of the overtime or callback. Should the time off not be given within two (2) months, the employee shall receive pay at the appropriate overtime rate.

- 11.07 Overtime for Less Than One (1) Hour  
**An** employee who is scheduled to work overtime less than one (1) hours, exclusive of any overtime immediately before, immediately after, or during the regular scheduled **shift**, shall be paid a minimum of one (1) hour at the applicable overtime rate.
- 11.08 Calculating of Overtime Rates  
 An employee who is absent on approved t i e 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.
- Article 12 - Standby
- 12.01 Standby Duty  
 Subject to Clause 12.02, an employee required to perform standby duty shall be compensated as follows:
- (a) An employee required to perform standby duty shall receive six dollars and ninety cents (\$6.90) for each eight (8) hour shift of standby.
  - (b) When standby is required on a statutory holiday, the rate of compensation shall be nine dollars and ten cents (\$9.10) for each eight (8) hour shift of standby.
  - (c) Standby duty shall be in units of eight (8) hour units except where an employee works scheduled overtime while on standby in which case the employee shall receive standby on a pro-rated basis.
- 12.02 Authorization of Standby  
 All standby shall be authorized and scheduled by the Employer, and no compensation shall be granted for the period of standby, if the employee does not report for work when required.
- 12.03 Callback
- (a) (i) When an employee is called back to work, the employee shall receive a minimum of three (3) hours pay at time and one half (1 1/2).
  - (ii) **If** the callback exceeds three (3) hours, the employee shall be paid at the rate of time and one half (1 1/2) for all hours worked in which case clause 12.03(a) (i) above shall not apply.
  - (b) Clause 12.03 (a) shall apply to all situations where the employee is told outside his/her regular hours of work that he/she will be required to report to work at a later specific time. Specifically, if an employee is not at work, or **if** the employee is working scheduled or unscheduled overtime; or if the employee is working on a callback, and he/she is told he/she has to report back to work, he/she shall be paid the callback rate as specified in clause 12.03(a) (i) and (ii).



Transportation allowance for employees on callback shall be thirty-one point five (31.5) cents per kilometer effective April 1, 2000 (minimum of \$1 payment), or the cost of a taxi fare from the employee's residence to his/her place of work and return to a maximum of nine dollars (\$9.00).

12.04      Emergency Callback

When recalled an employee will complete the work for which he/she was recalled and he/she shall be expected to attend to any other emergency which might arise.

12.05 (a)      Standby Equally Distributed

Standby shall be divided equally among employees qualified to perform the callback work, except where the employees **among** themselves, with the approval of the Employer, agree otherwise.

(b)      Supervisors Doing Standby and Callback

Supervisor shall not do standby or callback to perform bargaining unit work except for due emergencies, or when qualified personnel are not available. However, the employees concerned may, by majority agreement among themselves, ask the supervisor(s) concerned to share standby and callback. Such arrangement may be discontinued by notice from either the supervisor(s) or the employee(s) concerned.

12.06      Return to Work Following Callback

(a) In cases where an employee is required to work on a callback beyond 12:00 midnight (2400) the employee shall be entitled to a cumulative eight (8) hour rest period, without loss of pay, between midnight and the commencement of the next regular shift.

(b) If, as a result of the above rest period falling within their regular shift, an employee is ordered to report to work before the rest period is completed, the employee shall resume their accumulated rest period upon completion of the emergency work for which they were ordered back.

12.07      No Standby on Holidays

Where the Employer requires an employee to be on standby on a statutory holiday, it shall be performed where possible by an employee who works on the statutory holiday provided that the employee is qualified to do the standby. Where no employee is required to work on a statutory holiday, the normal standby rotation shall apply.

12.08      Standby Rotation

The employer shall endeavour, subject to operational requirements, to schedule an employee for standby duty no more than half the time in a one month period. The employer shall also endeavour, subject to operational requirements, to schedule standby so as no employee shall be scheduled to perform standby

between the last shift worked prior to and the first shift following annual leave, or during the days of rest immediately following seven (7) or more consecutive shifts.

#### Article 13 - Holidays

##### 13.01 Designated Holidays

The following is the list of paid holidays to be observed:

- |                     |                     |
|---------------------|---------------------|
| 1. New Year's Day   | 5. Thanksgiving Day |
| 2. Good Friday      | 6. Labour Day       |
| 3. Commonwealth Day | 7. Christmas Day    |
| 4. Memorial Day     | 8. Boxing Day       |

Plus one (1) additional holiday in each year as mutually agreed by December 31st for the next calendar year. between the employees and the Employer: In the case of non-agreement, the following shall apply:

- (a) A recognized civic holiday, eg., Regatta Day; and
- (b) Where there is no recognized civic holiday, the employee's birthday;
- (c) Where the employee's birthday falls on a designated holiday, it shall be observed on the following day.

##### 13.02 New Holidays

Should any new holiday not routinely scheduled be specially proclaimed by the Provincial authorities, it shall be granted to employees within the scope of this Agreement.

##### 13.03 Compensation for Work on a Holiday

When an employee is required to work on a holiday as designated under Clause 13.01, he/she shall be compensated in addition to the pay he/she would be entitled to had he/she not worked on the holiday as follows:

- (a) Compensation for work on a holiday - time and one half (1 1/2). When an employee is scheduled to work on a designated holiday, the employee shall receive a **minimum** of three (3) hours pay at time and one half (1 1/2), not including the holiday pay provided by clause 13.01.
- (b) When a day designated as a holiday under Clause 13.01 of this Article falls on an employee's day of rest and he/she is required to work on such a holiday, he/she shall receive pay at twice (2) his/her regular rate for working on that day.

##### 13.04 Holiday Falling on a Day of Rest

When a calendar day designated as a holiday under clause 13.01 coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a later day as agreed between the employee and the immediate supervisor. In the case of non-agreement, the employee shall receive one (1) day's pay.

- 13.05 Time Off in Lieu of Payment  
Notwithstanding clause 13.03, the employee may elect to receive the time off, e.g. time and one half (1 1/2) or double time (2 times) as provided in 13.03, at a time mutually agreed between the employee and his/her supervisor. Subject to the operational requirements of the hospital, every reasonable effort will be made to grant such time off. The employee's decision to receive time off must be conveyed to the supervisor within seventy-two (72) hours of time worked on the holiday. Should the time off not be given within four (4) weeks, the employee shall receive pay at the appropriate rate, unless otherwise mutually agreed.
- 13.06 Payment for Holidays While on Leave of Absence Without Pay  
No payment shall be paid for a statutory holiday while an employee is on a leave of absence without pay unless the employee has worked thirty-five (35) hours or more in the pay period.
- 13.07 Statutory Holiday During Sick Leave  
If an employee is sick on a day that has been designated by the Employer as a statutory holiday in accordance with Clause 13.01, the employee shall be charged for the statutory holiday and there shall be no reduction from the employee's sick leave.
- 13.08 Statutory Holiday While on Workers' Compensation  
If an employee is on workers' compensation benefits on a day that has been designated by the Employer as a statutory holiday in accordance with Clause 13.01, the employee shall be charged for the statutory holiday and not considered as being on workers' compensation benefits that day.
- 13.09 Payment for Holidays While on Layoff  
Holidays, as outlined in Clause 13.01, shall not be paid to an employee if the holiday occurs while the employee is on layoff status unless the employee has worked thirty-five (35) hours or more in the pay period. No employee will be laid off for the purpose of avoiding payment of a Statutory holiday.
- 13.10 Compensation for Holiday Falling on a 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 13, Holidays. All other employees shall observe the following Monday as the holiday for the purpose of calculating benefits.
- 13.11 Compensation for Holiday Falling on a Sunday  
For the purpose of the 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 13, Holidays. All other employees shall observe the following Monday (or Tuesday, where the preceding clause already applied to Monday) as the holiday for the purpose of calculating benefits.

#### **Article 14 - Time Off for Union Business**

##### **14.01**

##### **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 Biennial convention **of** the Newfoundland and Labrador Association of Public and Private Employees, the Component Convention of the Newfoundland and Labrador Association of Public and Private Employees, or the Convention of the Newfoundland and Labrador 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 (1) 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 Convention of the Canadian Labour Congress and the National Union of Provincial Government Employees, leave with pay not exceeding five (5) days in any one (1) year; no more than two (2) employees at one time from each hospital.
  - (iv) Leave with pay shall be granted to any employee to attend educational seminars, provided that the total level with pay granted under this Clause in any one (1) year shall not in any event exceed the number of shop stewards in the bargaining unit by one (1).
- NOTE: Provincial Executive includes Board of Directors of NAPE.

- (b) Additional leave without pay for the purpose of attending Union business may be granted by the Administrators on request.

##### **14.02**

##### **Leave for Negotiations**

- (a) Subject to Clause 14.02 (b), leave with pay shall be awarded to employees who are members of Negotiating Committee while they are attending actual negotiating sessions on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit and that an employee shall be required to give prior notice to management of his/her absence from work and such notice shall be given as far in advance as possible.
- (b) The approval of the Permanent Head is required where two (2) employees are from the same Department within the Hospital concerned.

- 14.03 Past Practice  
With respect to leave as it applies to the professional associations/societies of the LX classifications in the bargaining unit, past practice shall continue.
- 14.04 Leave of Absence for Full time and Union Representatives  
**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 or accrued benefits for a period of one (1) year. Such leave shall be renewed each year, on request, during his/her term of office.
- Article 15 - Compassionate Leave**
- 15.01 Paid Compassionate Leave  
Subject to Clause 15.02, an employee shall be entitled to bereavement leave with pay as follows:
- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, common-law spouse, legal guardian, grandmother, grandfather, grandchild, mother-in-law, father-in-law or near relative living in the same household, three (3) days; and,
  - (b) In the case of his/her son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) day.
- 15.02 Extension of Compassionate Leave  
If the death of a relative referred to in Clause 15.01(a) occurs outside the province, the employee may be granted leave with pay not exceeding four (4) days for the purpose of attending the funeral.
- 15.03 Special Leave  
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 15.01(a), (b), and 15.02.
- Article 16 - Vacations**
- 16.01 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.
- 16.02 Length of Vacation  
An employee shall receive an annual vacation with pay in accordance with his/her years of employment as follows:

- (a) less than one **(1)** year - one and two-thirds (1 **213**) working days for each month of service;
- (b)** one (1) year or more but less than ten (10) years - four **(4)** weeks;
- (c) more than ten **(10)** years of service but less than twenty-five **(25)** years of service - five **(5)** weeks;
- (d) more than twenty-five **(25)** years of service - six **(6)** weeks.

**16.03**      Anticipated Vacation

- (a) No vacation leave may be taken by an employee until he/she has completed his/her probationary period.
- (b) When ~~an~~ employee has completed his/her probationary period, he/she may anticipate annual vacation to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period.
- (c) Annual leave that each employee has to his/her credit shall be posted at the end of each twelve **(12)** month period as defined in clause **16.01**.

**16.04**      Approval of Vacation

Vacation leave shall not be taken except with the prior approval of the Permanent Head.

**16.05**      Deferral of Vacation Leave

Subject to clause **16.12**, vacation leave may be deferred, withheld or curtailed in such manner and to such extent as the permanent head may deem necessary if the exigencies of the services so require, with the proviso that the employee shall be permitted to take vacation leave sometime during the year and that all employees shall be permitted a minimum of two **(2)** continuous weeks annual vacation each year.

**16.06**      Selection of Vacation Dates

Employees in each section in consultation with their supervisor shall determine the method of selecting vacation dates. In the event that the majority agreement cannot be reached among the employees in each section, preference in vacation shall be regulated in accordance with 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.

**16.07**      Accumulation of Vacation Leave

In respect of vacation leave which may be carried forward, the following shall apply:

- (a) An employee shall carry forward to another year any proportion of vacation leave not taken by him/her in the previous year until, by so doing, he/she has accumulated a maximum of:

- (1) twenty (20) days vacation leave if he/she is eligible for twenty (20) days in any year;
  - (2) twenty-five (25) days vacation leave, if he/she is eligible for twenty-five (25) days in any year;
  - (3) thirty (30) days vacation leave if he/she is eligible for thirty (30) days in any year.
- (b) Subject to Clauses 16.04 and 16.05, the vacation leave accumulated by an employee pursuant to subclause (a) hereof may be taken by him/her at any time in addition to his/her current vacation leave.
- (c) 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.

#### 16.08

##### Substitution for Vacation

- (a) An employee who qualifies for sick leave under Article 18 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 annual leave, he/she may designate all or part of his/her leave to sick leave with effect from the date he/she was admitted to hospital.
- (c) An employee entitled to sick leave for up to 14 days, shall be granted compassionate leave and be credited the appropriate number of days to vacation leave, to be taken at a time to be mutually agreed.

#### 16.09

##### Vacation Leave During Special Leave Without Pay

Periods of special leave without pay in excess of 30 (30) days in the calendar year shall not be reckoned for vacation leave purposes and the employee's period of service shall be noted accordingly.

#### 16.10

##### Recovery for Unearned Vacation

The Employer reserves the right to recover payment for any unearned vacation leave taken in advance from an employee upon termination of his/her employment.

#### 16.11

##### Vacation Pay

An employee who has earned at least two (2) weeks annual vacation, upon giving at least three (3) weeks notice prior to the payday preceding the 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. This clause will also apply to employees with more than one (1) year of service prior to commencement of vacation year in question and who are entitled to anticipate their vacation to the end of the year.

- 16.12 Vacation Schedule
- (a) Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days of rest.
- (b) 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. The Employer will make every reasonable effort not to require the employee to return to work from his/her annual leave.
- 16.13 Change of Vacation Entitlement
- When an employee becomes eligible for a greater amount of vacation leave, he/she shall 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.
- 16.14 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 percent (50%) 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.
- 16.15 Vacation Leave of Less Than One (1) Week
- If vacation leave of short duration is requested by an employee before the work schedule is posted, such request shall not be unreasonably denied by the supervisor and the supervisor shall notify the employee before the work schedule is posted. If vacation leave of short duration is requested by an employee after the work schedule is posted, the Employer shall attempt to accommodate the employee's vacation leave request.
- Article 17 - Termination of Employment**
- 17.01 Notification of Termination - Permanent Employees
- Except in the case of dismissal for just cause, thirty (30) calendar days notice in writing shall be given to permanent employees whose services are to be terminated. If such notice is not given the employee shall be paid for the number of days by which the period of notice was reduced.
- 17.02 Notification of Termination - Other Employees
- Except in the case of dismissal for just cause, fourteen (14) calendar days notice in writing will be given to probationary and temporary employees whose services are to be terminated provided that the temporary employees are not hired for



specified time periods. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.

17.03 Notice of Resignation

Permanent employees shall give their permanent head thirty (30) calendar days written notice- and probationary and temporary employees shall give their permanent head fourteen (14) calendar day written notice of resignation. The notice period may be waived by the Employer if requested by the employee and considered reasonable by the Employer without any penalty being incurred.

17.04

Annual Leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.

17.05 Change in Period of Notice

The period of notice may be reduced or eliminated by mutual agreement between the employee and the permanent head.

17.06 (a) Payment for Annual Vacation

Subject to Clause 17.03, upon layoff or termination, an employee shall be paid his/her earned vacation not taken by him/her prior to the date of layoff or termination.

(b) Credit for Accumulated Vacation Leave

Subject to 24.01, employees transferring or accepting employment under the Portability Benefits Clause shall, prior to the date of termination, receive pay for all accumulated and accrued leave in excess of one year's annual leave entitlement, unless otherwise mutually agreed at the time of transfer or acceptance. An employee may have the option to receive payment in lieu of any earned current vacation leave entitlement upon terminating his/her services with the previous Employer.

Article 18 - Sick Leave

\*18.01 Rate of Sick Leave

Subject to 18.06 and 18.07 of this Article:

- (a) \*(i) **An** employee is eligible to accumulate sick leave with full pay at the rate of two days for each month of service.
- \*(ii) Notwithstanding Clause 18.01 (a)(i), an employee hired after May 4, 2004 is eligible to accumulate sick leave at the rate of one (1) day for each month of service
- (b) \*(i) 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 480 days.

- (ii) Notwithstanding Clause 18.01 (b)(i), 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.

18.02 Medical Certificate

Sick leave with full pay in excess of three (3) consecutive days shall not be awarded to an employee unless he/she has submitted in respect thereof a medical certificate. In the case of an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of illness.

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.

18.03 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.

18.04 Month Defined

For the purpose of 18.01, a month of service shall be any calendar month during which the employee is on the payroll for twenty (20) or more calendar days.

18.05 Leave Without Pay

Periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for sick leave purposes and the employee's record of service shall be noted accordingly.

18.06 Extension of Sick Leave

When an employee has used the maximum of sick leave which may be awarded to him/her 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. Medical certificates shall be submitted as required by the Employer.

18.07 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. Leave under this clause shall be deducted in accordance with clause 18.11.

18.08

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 to 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 after his/her illness providing work is still available in accordance with Article 30 and providing the temporary employee gives the Employer reasonable notice.

18.09

Deduction 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) day or more and less than a full day shall be deducted as one-half (1/2) a day.

18.10

Seniority While on Unpaid Sick Leave

Employees shall accumulate seniority while on unpaid sick leave, except where they would have been otherwise laid off.

Article 19 - Maternity, Adoption and Parental Leave

19.01 (a)

an employee may request maternity/adoption leave without pay which may commence prior to the expected date of delivery and the employee shall be on such leave in accordance with this Article.

(b)

An employee may request maternity leave with pay to start not earlier than three (3) months prior to the expected delivery.

(c)

An employee may be permitted to commence maternity leave at the beginning of her sixth (6<sup>th</sup>) month of pregnancy, and an extension of her maternity leave to a maximum of fifty-two (52) weeks after the date of the delivery and subject to (f) below, the Employer shall grant such leave. Additional maternity leave may be requested and such requests will not be unreasonably denied.

(d)

For an employee who has a child and upon presentation of proof of adoption.

(e)

An employee is entitled to a maximum of two (2) weeks leave under this Article. However, the Employer may grant leave if the employee is unable to return to duty after the expiration of this leave.

(f)

An employee returning from maternity leave shall be required to produce a satisfactory statement of fitness from her physician.

(g)

An employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.

- (h) Periods of leave up to fifty-two **(52)** weeks shall count for seniority purposes. annual leave, sick leave, severance pay, and step progression.
- (i) Employees on leave will 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, the Employer will also pay its share of the premiums.
- (j) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- (k) The Employer will endeavour to provide child care services for its employees wherever possible.
- (l) While on maternity/adoption/parental leave an employee may submit a written request to the Human Resource Department for copies of job postings to be forwarded to them.
- (m) An employee who applies for a position in accordance with Clause 28:03 while on leave shall be considered for that job posting in accordance with the provision of Clause 28:06. If the employee on leave is successful, his/her trial period shall start upon his/her return to work.
- (n) Pregnant employees shall not be required by the Employer to be in contact with patients who are believed to have a contagious disease.

## 19.02

### Medical Radiation Employees Only

- (a) Notification of Pregnancy
  - (i) A female Medical Radiation Technologist or Technician is required to notify the Employer of her pregnancy immediately upon becoming aware of pregnancy.
  - (ii) The employer assumes no liability should the employee fail to notify the Employer of pregnancy, in the event that an employee or her unborn child is injured through exposure to radiation or other inherent hazards of the occupation. This provision shall not be construed to remove liability that may apply should an employee be injured and pregnancy is not a factor.
- (b) Terms of Continued Work by Pregnant Employees

It is hereby understood and agreed that an employee who becomes pregnant may proceed immediately on maternity leave, or at her option, may continue to perform duties providing that the following criteria is strictly adhered to:

  - (i) That the radiation monitoring devices provided must be used at all times when exposed to radiation or hazards and that the dose shall be assessed at intervals of two weeks.
  - (ii) That radiation protection equipment such as lead aprons and gloves shall be worn at all times when exposed to radiation hazards.

- (iii) That no pregnant employee shall be required to work with radium, high energy operating machines or in high radiation risk areas.
- (iv) That no pregnant employee shall be required to operate portable X-ray or fluoroscopic units.
- (v) That subject to 19.02, a pregnant employee shall leave work and proceed on maternity leave effective the end of the *sixth* (6th) month of pregnancy unless otherwise agreed between the employee and the supervisor.
- (vi) That employees exercising the option to continue working shall **sign** a statement indemnifying the Employer against any liability whatsoever in the event that the employee or her unborn child is injured through exposure to radiation or other inherent hazards of the occupation. **This** provision shall not be construed to remove liability that may apply should an employee be injured and pregnancy is not a factor.

19.03

Standby and Callback - Pregnant Employees

Subject to the following conditions, pregnant employees shall not be required to perform standby or callback duty if:

- (1) A sufficient number of employees in the work area agree to share the necessary standby and callback duty; and
- (2) the employee's doctor advises her against performing standby or callback duty.

If these conditions are not met, the employee shall proceed on maternity leave.

19.04

Callback Exemption - Breastfeeding

**An** employee returning from maternity leave and still breastfeeding her child, may be exempt from standby and callback until the child is six (6) months old provided that other qualified employees in her work area do the standby and callback

20.01

Article 20 - Special Leave

Special Leave with Pay for Training Purposes

With the prior approval of the Employer, special leave with pay may be awarded to an employee to enable him/her to participate in courses, in training seminars or scientific meetings within or outside the province. The duration of leave and the rate of pay for special leave shall be subject to such terms and conditions as the Employer may see fit to prescribe.

- (a) For the purpose of promoting and enhancing the professional development of employees in the bargaining unit, a jointly administered Educational Leave Fund has been established. Interest income accruing from the Fund's investments shall form part of the Fund.
- (b) In order that these educational opportunities shall be made available and equitably accessible, a joint educational leave committee shall be established to review and approve applications for educational funding, in

accordance with established criteria to be determined by the joint committee. The Committee shall consist of two (2) members appointed by the Employer and two (2) members appointed by the Union and a Chairperson selected by the four (4) appointees. The expenses of the appointees are the responsibility of the respective parties.

- (c) The committee shall meet as required at the call of the Chair and shall make its own procedural rules and the rules for the distribution of benefits from the fund for the purpose of the professional development of bargaining unit employees.

20.02

Special Leave for Other Purposes

Special leave with pay shall not be awarded to an employee other than as prescribed in clause 20.01, 20.04, Article 14, and Article 15 and if leave is required for other purposes, the employee concerned may, with the approval of management, draw upon his/her current accumulated or accrued annual leave, or if he/she has not such leave upon which to draw, proceed upon special leave without pay in accordance with clauses 20.03 and 20.07.

20.03

Special Leave without Pay

With the approval of the Employer, special leave without pay may be granted in exceptional circumstances to an employee provided that the employee has no current, accrued or accumulated leave available to him/her.

20.04

Family Leave

- (a) Subject to Clause 20.04(b), (c), (d), an employee who is required to:
- (i) attend to the temporary care of a sick family member living in the same household;
  - (ii) attend to the needs related to the birth of the employee's child;
  - (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
  - (iv) attend meetings with school authorities;
  - (v) attend to the needs related to the adoption of a child; and
  - (vi) attend to the needs related to home or family emergencies;
  - (vii) Attend to the temporary care of a sick dependent child, or the employee's mother or father, not necessarily living in the same household;
- shall be awarded up to three (3) days paid family leave in any calendar year.
- (b) In order to qualify for family leave, the employee shall:
- (i) provide as much notice to the Employer as is reasonably possible;
  - (ii) provide to the Employer valid reasons why such leave is required; and
  - (iii) where appropriate and in particular with respect to (iii), (iv), and (v) of 20.04 (a) have endeavoured to a reasonable extent to schedule such events during off duty hours.

- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave or sick leave.
- (d) A temporary employee shall only be granted family leave if he/she reports for work following a recall and subsequently qualifies for family leave during that period for which he/she was recalled.

20.05 Paid JUN. Court Witness or Jury Selection Leave

The Employer shall grant leave of absence without loss of pay, seniority, or accumulated benefits to an employee who serves as a juror, witness in any court, or who is required to attend jury selection. The employee will present proof that he/she attended as a juror, witness in court, or for the purpose of jury selection. Any remuneration the employees receive from the courts will be over and above his/her pay and benefits from the Employer.

20.06 Extended Unpaid Leave

Upon written request a permanent employee who **has** completed two (2) years of service shall be granted leave to a maximum of twelve (12) months without pay and without loss of accumulated seniority and benefits subject to the operational requirements of the Employer's operation and the availability of qualified replacement **staff**. An employee shall be entitled **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. Employees shall not be subject to any benefits of this agreement, except seniority, during this period. The minimum amount of unpaid leave an employee may request under this clause is eight (8) weeks. **An** employee will not be granted extended unpaid leave to take a position with the same Employer whether inside or outside a bargaining unit.

20.07 General Unpaid Leave

Effective July 25, 1994, subject to the operational requirements and the availability of qualified replacement staff, where required, employees may be permitted twenty (20) days of unpaid leave during which he/she shall earn service for seniority only, provided that the employee would not have been laid **off** during the period of unpaid leave. This period of unpaid leave does not necessarily have to be taken consecutively, but cannot be taken in increments of less than one (1) day at a time.

20.08 Education Leave

Effective July 25, 1994, subject to operational requirements and the 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 Agreement, except service for seniority. For periods of education leave prior to July 25, 1994, the Employer will credit seniority based on the

presentation of documentation by the employee that verifies that it was a period of education leave. No retroactive application.

#### Article 21 - Leave - General

21.01

##### Accumulation of Leave Authorization

The previous employment, if any, of an employee with the government or quasi-government board or commission created by statute or established by the Lieutenant - Governor in council or with a hospital not operated by Government shall be regarded as service within the meaning and intent of this Agreement and shall be included in the calculation of the employee's leave eligibility under ~~this~~ Agreement provided that he/she transferred from such board or commission or hospital without break or, if there was a break, that such break did not exceed one hundred and twenty (120) days and provided further that he/she shall not receive greater leave awards under this Agreement as a result of such previous employment he/she would be eligible to receive if it had been service as defined in this Agreement.

21.02

##### Eligibility for Leave Beyond Retirement Age

~~In~~ the event that an employee's service is extended beyond the statutory retirement age he/she shall continue to be eligible during that period of extension for the same leave awards as were available to him/her prior to attaining the age of retirement and such extended service shall be eligible for inclusion in the calculation of the employee's leave awards under this Agreement.

21.03

##### Secondment

~~In~~ the event that an employee is, with the approval of the Lieutenant-Governor in council, seconded for duty outside the Government of Newfoundland, the period of his/her secondment shall be deemed to be service within the meaning and intent of this Agreement.

21.04

##### Service Credits

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

#### Article 22 - Pension Plan

22.01

##### Continuation of Pension Plan

The Public Service Pension Plan will apply to those employees covered by this Agreement who are eligible to participate in such a plan.

22.02

##### Government Money Purchase Pension Plan (GMPP)

The Employer will make available a Money Purchase Pension plan for Employees who are not eligible to participate in the Public Service Pension Plan. All such employees shall be required to participate in the GMPP.



Article 23 - Group Insurance

23.01 Group Life and Extended Health Benefits Plan

The Group Insurance Plan covering employees shall continue in effect for **all** those employees eligible to participate in the Plan.

23.02 Payment of Premium

The Employer will pay fifty percent **(50%)** of the premiums of the Insurance Plan for all those employees who are eligible to participate in the Plan and the employees will pay fifty percent **(50%)**. The Employer will maintain payment of the Employer's premiums while an employee is on maternity/adoption/paternal leave to a maximum of fifty-two **(52)** weeks.

23.03 Summary of Plan

A summary of the general provisions and benefits of the **plan** is appended to the Agreement **as** Schedule "D".

Article 24 - Portability of Fringe Benefits

24.01 Transferable Benefits

- (a) Employees who transfer or accept employment in another hospital, **as** set out in Schedule C, shall transfer **all** accumulated benefits with the exception of seniority, providing there is no break in service of more than one hundred and twenty **(120)** calendar days.
- (b) Employees who transfer or accept employment in another hospital shall transfer his/her service **for** the purpose of step progression. This will mean his/her **total** service accumulated in each hospital shall be considered for the purpose of qualifying for step advancement in accordance with Schedule "A" - Step Progression, providing there is no break in service of more than one hundred and twenty **(120)** calendar days.
- (c) The recognition of the prior benefits shall not exceed the benefits available with the new Employer.

Article 25 - Classification

25.01 Notification or Change of Classification

Employees shall be notified in writing of any changes in their classification.

25.02 Initial Request for Classification Review

**All** initial request for classification review must first be submitted to the employer who shall, after mutual discussion, submit **the** request to the Classification and Pay Division within thirty **(30)** days of the receipt of such request.

25.03 Incorrect Classification Review

When any employee feels that his/her position has been unfairly or incorrectly classified, the employee may submit **a** request for review in accordance with the procedure outlined in Schedule "B".

25.04      Retroactivity of Classification Decisions  
Classification decisions arising out of an employee's request for review or appeal shall be retroactive to the date the request was first submitted to the Employer.

#### Article 26 - Salaries

26.01      Salary Scales  
The salary scales set out in Schedule "A" will remain in effect for the duration of this agreement.

\*26.02

- (a) All employees shall be paid bi-weekly
- \*(b) Retroactive payment will either be made by separate payment or on the regular pay day with a detailed statement outlining the retroactive benefits.
- (c) The Employer will make every reasonable effort to correct errors in an employee's pay as quickly as possible.
- (d) Salary Cheques  
Salary cheques will be available on pay day at 0800 hours of those employees scheduled to work on the previous 0001 and 0800 hours shift and cheques will be available prior to 0001 hours on pay day for those employees who worked the previous 1600 hours to 2400 hour shift.

#### Article 27 - Severance Pay

27.01      Service Requirements  
**An** employee who has nine (9) years or more 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 the 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 or adoption leave up to fifty-two (52) weeks shall be counted as service for severance pay purposes. For the purpose of this Article, the Employer refers to the collective group of Employers outlined in Schedule "C". Employees who have been laid off for longer than two (2) years shall be entitled to severance pay. Any severance pay entitlement of a deceased employee shall be paid to such employee's estate.

27.02      Break in Service  
For the purpose of this Article, where an employee has a break in service in excess of thirty (30) consecutive days, not caused by layoff of less than two (2) years, his/her service shall be deemed to commence from the date of his/her re-employment.

Article 28 - Promotion

- NOTE**      **The** respective transition agreement should be referenced when interpreting **this** clause.
- 28.01**      Promotion to Higher Pay Range  
**On** the promotion of an employee to a higher pay range his/her rate of pay will be established at the nearest step in the new range which exceeds his/her existing rate by at least five (5) percent but not exceed the maximum of the new range.
- 28.02**      Effective Date of Change in Pay on Promotion  
Changes in pay rates as a result of a promotion shall be effective from the date of promotion.
- 28.03**      Job Postings  
(a)      Subject to 28.03(b), when a vacancy or new position is to be filled, either inside or outside the bargaining unit, the Employer shall post notice of the position in accessible places in the hospital for a period of not less than seven (7) calendar days. Copies of all postings are to be supplied concurrently to the Local Secretary of the **Union**.  
(b)      Clause 28.03(a) does not apply to a temporary vacancy except where, in the Employer's opinion, a temporary position is expected to exceed a period of sixteen (16) continuous weeks, or where a position exceeds **sixteen** (16) weeks. such position shall be posted in accordance with clause 28.03(a).
- 28.04:**      Information on Postings  
For vacancies or new positions inside the bargaining unit such notice shall contain the following information: nature of position, qualifications, required knowledge and education, **skills**, wage or salary rate or range, and whether shift work could be involved. Those qualifications may not be established in an arbitrary or discriminatory manner.
- 28.05**      Recognition of Seniority  
Both parties recognize:  
(a)      the principle of promotion within the service of the Employer;  
(b)      that job opportunity should increase in proportion to length of service.
- 28.06**      Method of Making Appointments  
(a)      Subject to clause 28.12, 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 seniority basis for filling such vacancy, provided that the applicant's qualifications meet the required standards for the new position. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.

- (b) A General Registered Technologist will be considered to have met the required standards in all cases of a lateral transfer in their respective fields (Laboratory or X-ray) except in cases where necessary special educational qualifications are required by the job in which case Clause 28.08 shall apply. This clause shall not apply to subject registered technologists.

28.07

Trial Period

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 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. Notwithstanding the above, where the Employer and the Union agree in writing, the employee may revert to his/her former position prior to the completion of the trial period. The Employer and Union may mutually agree in writing to extend the trial period.

28.08

Promotions and Transfers Requiring Higher Qualifications

Consideration for promotions and transfers **will** be given to the senior applicant who does not possess the required qualifications, but is prepared to qualify prior to filling of the vacancy and indicates so on his/her application. Such employees will be given an opportunity to qualify within a reasonable length of time not exceeding two (2) months, or longer if mutually agreed and to revert back to his/her former position if the required qualifications are not met within such time.

28.09

Disabled Employee's Preference

An employee who has been incapacitated at his/her work by injury or compensable occupation disablement, and is unable to perform his/her regular duties, will be employed in other work which he/she can do providing a suitable position is available, and the applicable rate for the new position will apply. Such employee shall not displace an employee with more seniority.

28.10

Job Training

The Employer, where the capabilities exist, will inaugurate and maintain a system of on the job training so that permanent employees are provided with the opportunity of receiving training and qualifying for promotions. Permanent employees participating in such training will maintain their present salary during such periods of training.

- 28.11      Filling of Permanent Positions  
No position of a permanent nature will be filled by keeping temporary employees or part-time employees on to fill the position without having the position posted.
- 28.12      Experience Factor on Promotion  
Before an employee can be promoted to a position of Technologist II, he/she must have been a Technologist I for at least two (2) years. If there are no applicants with this experience, then clause 28.06 shall apply.
- 28.13      Posting Seniority List  
A seniority list shall be posted in January of each year and a copy shall be sent to the Union's Head Office in St. John's within two (2) weeks of posting.
- 28.14      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 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 and such approval shall not be unreasonably denied. Such employee shall maintain his/her permanent status.
- Article 29 - Demotion
- 29.01      Voluntary Demotion  
If an employee is voluntarily demoted his/her pay will be established at a rate which does not exceed his/her present rate. If his/her present rate falls between two steps his/her salary will be adjusted to the lower of the two.
- 29.02      Involuntary Demotion  
Subject to 28.08, if any employee is involuntarily demoted his/her rate of pay will be established at a step in the new range equivalent to his/her present rate. If his/her present rate falls between two steps his/her rate will be adjusted to the higher of the two. If his/her present salary is above the maximum, it shall be retained.
- Article 30 - Layoffs and Recalls
- NOTE      The respective transition agreement should be referenced when interpreting this clause.
- 30.01      Layoff and Recall Procedure  
(a) Subject to 30.01(b), both parties recognize that job security should increase in proportion to the length of service. Therefore, in the event of layoff, permanent employees shall be laid off in the reverse order of their seniority. Permanent employees shall be recalled in order of their seniority providing they are qualified to do the work.

- (b) Temporary employees shall be laid off in the reverse order of seniority in their respective recognized Departments or their recognized section of the Department provided that those temporary employees being retained are immediately qualified to do the work required. Temporary employees shall be recalled in order of seniority in their recognized section of the Department provided that they **are** immediately qualified to do the work required. Temporary employees will **be** given their date of layoff in writing and if any extensions are necessary, the new date of layoff shall also **be** in writing.
- (c) Temporary employees shall be deemed to be junior to permanent employees.
- (d) It is the responsibility of the employee to give the Employer notice of his/her current address and telephone number.

30.02 No New Permanent Employees

Subject to 30.01, no new permanent employees shall be hired until those permanent employees on layoff have been given an opportunity of recall provided that those being recalled have sufficient qualifications to perform the work required.

30.03 Notice of Layoff

(a) Permanent Employees

The Employer shall notify permanent employees who are to be laid off thirty (30) calendar days prior to the date of layoff. Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice. 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 Schedule G. Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. 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 re-employed with an employer covered by the Public Service Collective Bargaining Act shall be required to pay back part of any severance pay/pay in lieu notice they received. The amount they have to pay shall be based on the length of time they have been out of employment of the Employer covered by the Public Service Collective Bargaining Act. 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.

- (b) A permanent employee who changes his/her classification as a result of layoff shall have the opportunity within one (1) year to return to his/her former classification in his/her former Department should a vacancy occur which the Department intends to fill provided they are qualified and able to perform the duties required for the position.

- (c) Part-time Employees  
Fourteen (14) calendar days notice, in writing, shall be given to part-time employees who are being laid off. If such notice is not given, the employee shall be paid for the number of days by which the period of notice is reduced.
  - (d) Temporary Employees  
Fourteen (14) calendar days notice, in writing, shall be given to a temporary employee who is being laid off prior to his/her completion of the specified period of temporary employment. If such notice is not given, the employee shall be paid for the number of days by which the period of notice is reduced.
  - (e) Permanent employees who have a reduction in their hours of work shall have access to the layoff provision.
- 30.04 Recall in the Same Classification  
When an employee is recalled to work in the same classification he/she will receive not less than that received prior to layoff, plus any salary adjustments to that classification made during layoff except where that layoff exceeds two (2) years.
- 30.05 Loss of Seniority  
An employee shall lose his/her seniority in the event:
- (a) he/she resigns in writing;
  - (b) he/she is discharged for just cause and is not reinstated;
  - (c) he/she is laid off for a period longer than two (2) years;
  - (d) he/she retires;
  - (e) he/she is a permanent employee and fails to return to work within fourteen (14) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address. An employee recalled for casual work or employment of short duration at a time when he/she is employed elsewhere shall not lose his/her recall rights for refusal to return to work. Upon receipt of notice of recall, the employee shall within two (2) days, excluding weekends and statutory holidays, notify the Employer of his/her intentions.
  - (f) An employee shall not lose seniority when recalled or offered work in a classification other than his/her own classification.
  - (g) Temporary employees are expected to report to work when requested and temporary employees shall lose seniority if they fail to report to work as requested unless there is just cause. Temporary employees shall not lose their seniority when recalled to work for a short duration when they are employed elsewhere. Temporary employees will not be recalled for periods of work of less than three (3) consecutive hours. Temporary employees shall not be required to work more than one (1) recall in a calendar day.

- 30.06 No Layoff if Supervisory Personnel Demoted or Reclassified  
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.

**Article 31 - Temporary Assignments**

- 31.01 Temporary Assignment to Higher Classification
- (a) Subject to clause 31.02, where an employee is required to perform in a position which is classified as being higher than the employee's own classification, he/she shall be reimbursed in accordance with the promotion provisions for the entire period of assignment, provided that the employee has worked in the higher classification for a period of at least one (1) day.
  - (b) The Employer shall not temporarily assign employees to a higher classification for less than one (1) day at a time, to avoid the payment of higher salary.
  - (c) In the event that a temporary assignment is known in advance to be required for a period of not more than five (5) consecutive working days, the employee selected for the assignment shall be from the same shift rotation schedule as is the position to which the employee is being assigned.
  - (d) All assignments within the bargaining unit shall be on the basis of seniority where ability and qualifications are relatively equal.

- 31.02 Return to Former Position  
When the employee returns to his/her position from a temporary assignment, he/she will be returned to his/her former salary with any adjustments made for salary increases in the interim.

- 31.03 Assignment to Higher Classification  
Subject to 31.01, when an employee is temporarily assigned to a supervisory position by the employer for four (4) or more hours, he/she shall receive an additional 50 cents per hour for each hour worked.

**Article 32 - Travel Allowance**

- 32.01 Meal Allowance  
The maximum rates allowable for meals inclusive of taxes and gratuities per day shall be as follows:
- (a) Effective April 1, 2000, thirty-six dollars and fifty cents (**\$36.50**) (\$7.30, \$10.95, **\$18.25**) in the Province.  
Forty-three dollars (\$43) (**\$9.45**, \$13.35, **\$20.20**) for outside the Province.  
Forty-three dollars (\$43US) (\$9.45, \$13.35, \$20.20) for United States.  
Forty-eight dollars (\$48) (**\$10.55**, **\$14.90**, **\$22.55**) for all other travel.
  - (b) In areas where the cost of meals is likely to exceed these rates, based on the opinion of the permanent head, vouchered expenses may be submitted.



- 32.02 Transportation  
Employees who are authorized to use their own cars while travelling on business for the Employer shall be reimbursed at the rate of thirty-one point five (31.5) cents per kilometer effective April 1, 2000. **If** any NAPE bargaining unit receives an increase in the kilometre rate, the rate will apply to employees of the **Lab** and X-Ray bargaining unit,
- 32.03 Incidental Expense  
**An** employee **is** entitled **to** claim an incidental expense for each night in overnight travel effective April 1, 2000 – five dollars **(\$5)** per night.
- 32.04 Overnight Travel  
After each night of overnight travel, the employee shall be entitled to one five **(5)** minute person to person telephone call.
- 32.05 Parkings Meter Expenses  
Employees who use their own vehicles on Employer business shall be reimbursed ten dollars (\$10) per week effective April 1, 1999, for parking meter expenses upon presentation of either receipts where available or a written statement of cost incurred.
- 32.06 Private Accommodation  
Employees while travelling on Employer business, who provide their own accommodations shall be paid twenty-five dollars (\$25) per night effective April 1, 1999.
- Article 33 - Protective Clothing**
- 33.01 Protective Clothing  
Where the Employer requires the wearing of protective clothing for safety reasons, or protection of personal clothes, the Employer shall provide permanent full-time employees a minimum of three (3) new lab coats per year and launder such clothing free of charge. All other employees, where the Employer deems necessary, shall be provided up to three (3) new lab coats per year and launder such clothing free of charge.
- 33.02 Quantity, Issue and Control of Clothing  
The quantity, issue and control of clothing provided in 33.01 shall be regulated by the Employer. Proper protective footwear shall be provided by the Employer when necessary.
- 33.03 Uniform Allowance  
Where the Employer requires the wearing of uniforms, the employee has the choice ~~of~~ accepting the uniform supplied or receiving an allowance of one hundred and fifty-five dollars **(\$155)** to purchase the uniform of his/her choice, the style to be mutually agreed upon, to be paid the first pay period in December, not in advance.

- 33.04 Safety Equipment  
The Employer will provide all safety equipment and protective clothing that is necessary for the health and safety of the employee in accordance with the applicable laws and regulations.
- 34.01 Article 34 - Labour-Management Committee  
Establishment of Committee  
There shall be a joint Labour-Management Committee of not more than **six (6)** persons, composed of an equal number of representatives of the Employer and representatives of the Laboratory and Radiology (Bargaining Unit) of the Association within that hospital. The purpose of **this** Committee is to meet and confer on matters of mutual interest which are not properly the subject matter of a grievance or negotiations.
- 34.02 Representatives of Union  
The Union's representatives shall be selected **by** the Laboratory and Radiology (Bargaining Unit) of the Association within the hospital and the Employer shall be duly notified in writing as to their names.
- 34.03 Meetings of Committee  
The Committee shall meet if and when the need arises, but in any event, every two months. Representatives of the Union on the above mentioned Committee shall not suffer any loss of pay as a result of attending meetings of this Committee during working hours.
- 34.04 Chairperson of Committee  
The meetings of the Committee shall be chaired by the Employer's representative and the Vice Chairperson will be selected by the Union. Requests for additional meetings may be made by either party by giving seven **(7)** days notice.
- 34.05 Sub-Committee on Safety  
It is agreed that a sub-committee of the Labour Management Committee will be formed for the purpose of providing prompt investigation of possible hazardous situations. This sub-committee will consist of one representative of the Union and one representative of the Employer, and shall have the authority to suspend the practice in question or otherwise remedy the situation pending further investigation. It is agreed that this sub-committee will report to the Labour-Management Committee, but that its membership is not restricted to members of the Labour-management Committee. The sub-committee **may** draw on other personnel as required for investigation of specific situations.

- 34.06      Safety Seminars  
The employee who is selected to represent the Newfoundland and Labrador Association of Public and Private Employees on the subcommittee on safety in clause **34.05** or one (1) representative of the Laboratory and X-ray bargaining unit on the Occupational Health and Safety Committee shall be granted two (2) days with pay in a calendar year to attend safety seminars as approved by the Occupational Health and Safety Committee.
- 34.07      Occupational Health and Safety Committee  
The mandate of the Occupational Health and Safety Committee shall be expanded to include environmental issues.
- Article 35 - Personal Files
- 35.01      Disciplinary Documents  
A copy of any document placed in an employee's personal file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee who will acknowledge the document by signing the file copy.
- 35.02      Removal of Disciplinary Documents  
Any such document shall be disregarded and subsequently removed from the personal file of the employee and destroyed after the expiration of eighteen (18) months provided there has not been a re-occurrence of a similar incident during that period.
- 35.03      Request to Examine Personal File  
An employee shall, at any reasonable time, and after making arrangements with the Human Resources Department, be allowed to inspect his/her personal file. He/she may be accompanied by a representative of the Union if he/she so desires. An employee shall be provided copies of any relevant documents affecting continued employment on file when requested, provided such requests are reasonable.
- Article 36 - Discipline
- 36.01      Notification of Suspension or Dismissal  
Within five (5) days of any oral notification an employee who is suspended or dismissed shall be provided with written notification which shall state the reasons for suspension or dismissal.
- 36.02      Dismissals, Etc. Subject to Grievance  
(a) Subject to **36.02(b)**, all dismissals, suspensions and other disciplinary action shall, if the employee so desires, be subject to formal grievance procedure-as outlined in Article 8.

- (b) The termination of probationary employees for reasons of unsuitability or incompetence, **as** assessed by the Employer, **is** not subject to the grievance **and** arbitration procedure.

**36.03**      Adverse Report

Subject to 35.02, the Employer shall notify **an** employee in writing of any dissatisfaction concerning his/her work within seven (7) calendar days of the event of **a** 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/her at any time.

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

**36.04**      Justice and Dignity Provision

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**.

**36.05**      Criminal and Legal Liability

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

**36.06**      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 **a** Board of Arbitration if the matter is referred to such a Board.

**36.07**      Right to be Represented

An employee who is required to attend **a** meeting with Employer representatives dealing with warnings, adverse reports, suspension or discharge shall be advised that he/she has **a** right to be accompanied by **a** Union representative.

Article 37 - Access

37.01

Access to Premises

The Employer agrees that access to its premises may be allowed to persons permanently employed by the Union for the purpose of interviewing a **Union** member **and** such interviews shall not interfere with the operations of the department or agency concerned. Before a Union representative enters the premises to interview an employee, he/she shall first inform the Administrative **office** of his/her presence.

37.02

Permission to hold meetings on the premises of the Employer shall, in each case, be obtained from the permanent head and such meetings shall not interfere with the operations of the department or agency concerned.

Article 38 - Strikes and Lockouts

38.01

Strikes and Lockouts

The Union agrees that during the term of **this** Agreement there shall be no strikes, and the Employer agrees there shall be no lockouts during the term of this Agreement.

Article 39 - General

39.01

Dressing Rooms

Dressing room, washroom and other suitable space for storing coats and other personal belongings during working hours shall be provided.

39.02

Bulletin Boards

Bulletin boards or space shall be provided by the Employer at convenient locations. The content ~~of~~ notices or other material posted on bulletin boards shall require the prior approval of the Employer. Such approval shall not be unreasonably withheld.

39.03

Lounge Facilities

Reasonable lounge facilities will be made available for employees.

\*39.04

Retroactivity

The following provisions of the Agreement are retroactive to April 1, 2004: Salaries.

39.05

Parking Space

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

- 39.06 Personal Loss  
Subject to clauses 39.06, and 39.07, 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 employees for any loss suffered, subject to a maximum of three hundred dollars (\$300).
- 39.07 All incidents of loss suffered by an employee shall be reported in writing by the employee within two (2) days of the incident to the Administrator or his/her designated representative.
- 39.08 This provision shall only apply in respect of personal effects which the employee would reasonably have at the work place.
- 39.09 Cost of Printing Agreements  
The Association 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 Association and the Employer, sufficient copies of the Agreement within thirty (30) days of signing.
- 39.10 Course Allowance  
An allowance of eighty-two dollars (\$82) per month shall be paid to an employee who has been awarded his/her ART in Laboratory or AC in Radiology.
- 39.11 Policy on Infectious Diseases  
The Employer agrees that educational material shall be provided to employees on infectious diseases.
- 39.12 Sleep Room  
Where a sleep room is currently provided, this practice shall be maintained provided that it is being used by employees on a regular and continuous basis. Where no sleep room is currently provided, the Labour Management Committee will discuss ways of providing a sleep room for employees.
- \*39.13 Pay Equity  
The Employer agrees to implement pay equity for bargaining unit members as per the Pay Equity Agreement as outlined in Schedule E, effective date of signing.
- 40.01 Article 40 - Amendment by Mutual Consent  
Amendment by Mutual Consent  
It is agreed by the parties to this Agreement that any provision in this Agreement, other than the duration of Agreement, may be amended or altered by mutual consent of the Employer and the Union.

**Article 41 -Workers' Compensation**

41.01

**Workers' Compensation**

- (a) All employees shall be covered by the Workplace Health, Safety and Compensation Act.
- (b) The Employer and the Union shall make every reasonable effort to have an employee who is on Workers' Compensation return to work in his/her former position, or if the Workplace Health, Safety and Compensation Commission determines that the employee cannot work in his/her former position, to another position in that bargaining unit
- (c) Pending a decision on the compensability of a claim, the employee shall receive calculated as if the Workplace Health, Safety and Compensation Commission were to accept the claim. If the claim is denied by the Commission, the necessary adjustments shall be made. Payments under this clause shall not be deducted from an employee's accumulated sick leave credits.
- (d) An employee who cannot work in his/her regular position on account of an occupational accident or occupational disease that is covered by the Workplace Health, Safety and Compensation Act, but who can work in another position in the bargaining unit will be encouraged by the Employer and the Association to accept a position under the terms of clause 28.09. If the employee accepts the position and that position pays at a lower LX level, then the employer will pay the employee in accordance with clause 28.09.
- (e) Employees shall continue to receive pay increases and to accrue benefits to this Agreement.
- (f) If the person fails to obtain employment under (a) - (d) above, a Joint Committee, comprised of an equal number of Employer and Association representatives shall be established, as required, to facilitate the person returning to employment elsewhere.
- (g) The employee shall provide to the Employer all information pertaining to his/her compensable injury.
- (h) Employees on Workers' Compensation shall be permitted to file a revised TD-1 with the Employer.
- (i) Where applicable, an employee in receipt of long term Workplace Health, Safety and Compensation Commission Benefits will not unreasonably refuse to apply for Canada Pension Plan benefits. Any monies received from the Canada Pension Plan by the employee shall be forwarded to the Employer.
- (j) Employees on retraining by Workers' Compensation shall continue to receive pay increases and accrue benefits of this Agreement except annual leave and sick leave, which shall only apply once the person returns to work with an Employer covered by the Public Service (Collective Bargaining) Act after such retraining.
- (k) For the purpose of clause 41.01, the employee's net pay shall be calculated on the basis of the total average earnings as calculated by the Workplace Health, Safety and Compensation Commission.
- (l) Pension credit and group insurance coverage to continue on the basis of the pre-injury salary including contract allowance, 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.
- (m) Employees who are entitled to apply for CPP benefits may apply for such benefits, and if received, the employees will not be required to turn this money over to the Employer. Employees who receive CPP benefits shall be paid their net salary in accordance with clause 41.01.

#### Article 42 - Contracting Out

##### 42.01 Contracting Out

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 employee's salary at the time of contracting out shall be maintained during the duration of this contract. No employee affected by the Employer's decision to contract out work shall suffer a reduction in his/her annual salary, benefits, or hours of work as a result of the Employer's decision to contract out work.

#### Article 43 - Technological Change

##### 43.01 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 work loads, the employer shall notify the Association of the proposed change.

##### 43.02 Consultation

Any change shall be made only after the Association 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.

##### 43.03 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.

##### 43.04 Income Protection

An employee whose 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 new or greater skills required to prevent displacement.



- 43.05      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.
- 43.06      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, 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 employees.
- 43.07      No New Employees  
No additional employee(s) shall be hired by the Employer to replace an 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 43.06.
- 44.01      Shop Stewards  
The Employer acknowledges the right of the Union to appoint or elect Shop Stewards in each place of employment, e.g. a minimum ratio of one Shop Steward for each 1-30 employees in each Department of Laboratories and X-ray Department. In hospitals which have a Radiotherapy Department and Nuclear Medicine Department, the Union may appoint an additional Shop Steward to cover those departments if desired. Additional Shop Stewards as required may be appointed by mutual agreement between the Union and the Employer. The Union shall inform the employer of the names of all Shop Stewards as soon as possible after their appointment.
- 44.02      Union Officers  
It is agreed that a Shop Steward will not absent himself/herself from his/her Department for the purpose of handling grievances without first obtaining permission from his/her supervisor and such permission will not be unreasonably withheld.
- 44.03      No Discrimination  
It is agreed that no discrimination will be practised as a result of an employee being a member of the Union or by accepting positions on behalf of the Union.

Article 45 - Labrador Allowance

45.01

Labrador Allowance

Benefits shall be paid to employees covered by this Agreement who are eligible to receive such benefits as outlined in Schedule F.

Article 46 - Duration of Agreement

\*46.01

Duration of Agreement

Except as otherwise provided in this Agreement, this Agreement shall be effective from date of signing and shall remain in full force and effect until March 31, 2008.

46.02

Agreement to Remain in Effect

This Agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of this Agreement, and until such time as it is replaced by a new or revised Collective Agreement.

Notwithstanding the above, the parties shall retain their legal right to lock out or strike in accordance with the Public Service (Collective Bargaining) Act.

\*46.03

Notice of Amendment

Either party to this Agreement may, within the seven (7) month period immediately prior to the expiration of this Agreement, issue notice to the other party of its desire to amend the Agreement. Following notice, the other parties are required to enter into negotiations for a new agreement within thirty (30) calendar days of receipt of notice.

46.04

Legislation and Collective Agreement

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

Article 47 - Contact Allowance

47.01

Contact Allowance

The rate of Contact Allowance shall be equivalent to that paid to the Hospital support staff employees, except the employees at the Waterford Hospital shall receive the maximum allowance.

Article 48 - Part-time and Temporary Employees

48.01

Part-time and Temporary Employees

- (a) Part-time employees shall receive the wages and benefits specified in this Agreement (except any benefits specifically excluded) on a pro rated basis

- according to their hours of work.
- (b) Temporary employees shall be entitled to wages and benefits of this Agreement (except those specifically excluded) for the duration of their employment. Earned benefits for temporary employees shall be pro rated and those employees will be allowed to carry forward these benefits from one period of employment to the next.
- (c) **Additional Shifts - Part-time Employees**  
Permanent part-time employees shall be given the option of working additional shifts in accordance with article 30.01(b), subject to the availability of hours and the operational requirements of the employer. The employee shall put such a request in writing to the employer and it is understood no premiums shall apply to such shifts worked.

It is understood that employees who avail of this option will be placed on the temporary seniority list in accordance with seniority. It is also further understood that a permanent part-time employee's rights as it pertains to Article 30 -Layoff and Recalls, shall not be affected.

#### **Article 49 - Sexual and Personal Harassment**

- 49.01 Both 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.
- 49.02 The Employer and the Union recognize the right of employees to work in an environment free from sexual or personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual or personal harassment of a bargaining unit member has; taken place, the Employer shall take appropriate action to ensure that such harassment ceases. The victim shall be protected from repercussions which may result from his/her complaint.
- 49.03 **Definition of Sexual Harassment**  
Sexual harassment is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonably to know, to be unwelcome, objectionable or offensive. The 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 victim 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 remarks or other sexually aggressive remarks
- leering (suggestive staring) at a person's body
- demand for sexual favours
- compromising invitations
- physical assaults

49.04

**Definition of 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.

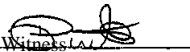
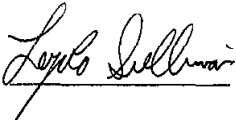
Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation.

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

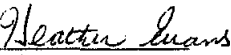
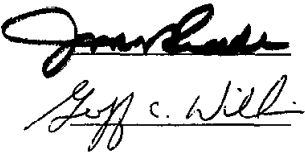
Personal harassment of a bargaining unit member shall be investigated.

IN THE 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 Loyola Sullivan, President of Treasury Board and the Honourable John Ottenheimer, 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 its proper officers in the presence of *the* witness hereto subscribing.

  
Witness

SIGNED on behalf of *the* Newfoundland and Labrador Association of Public ~~and~~ Private Employees by its proper officers in the presence of the witness hereto subscribing

  
Witness  


## SCHEDULE A

### Red Circled Employees

- (a) Red-circled employees whose regular salary does not exceed the maximum of the new salary scales for their respective LX level shall;
  - (i) be placed on Step 6 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 6. ~~This~~ cash payment will be paid biweekly for each regular hour worked.
- (b) Employees whose regular salary rate exceed the maximum of *the* new salary scale ~~for~~ their respective LX 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.

### SALARY IMPLEMENTATION FORMULA

April 1, 2004	-	add 0 % to each step of salary scales
April 1, 2005	-	add 0 % to each step of salary scales
April 1, 2006	-	add 2 % to each step of salary scales
April 1, 2007	-	add 3 % to each step of salary scales

### STEP PROGRESSION

- (a) Effective January 1, 1979, employees on Step 1, 2, 3, 4, or 5 who have at least twelve (12) months of service as of December 31, 1978, shall advance one (1) step on their respective salary scales, and thereafter from year to year from each additional twelve (12) months of service accumulated.
- (b) Effective January 1, 1979, employees on Step 1, 2, 3, 4 or 5 who have less than twelve (12) months of service as of December 31, 1978, shall advance one (1) step 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 that ~~is~~ accumulated.
- (c) Commencing on or after January 1, 1979, new employees on Step 1, 2, 3, 4 or 5 shall advance one (1) step 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 that is accumulated.

- (d) No employee will move up the salary scale by more than one (1) step during the year 1979. In other words, an employee who has moved a step during the year 1979 by virtue of qualifying under the Step Progression formula under the previous agreement will not move during the year 1979 under (a) and (b) above. Such employees will commence normal step progression effective January 1, 1980.

#### **EXPERIENCE CREDITS**

Effective January 1, 1980 an employee on appointment shall be paid for experience as follows:

- (a) Less than two (2) years experience, step one (1) of the appropriate scale
- (b) Two (2) years experience but less than four (4) years experience, step two (2) of the appropriate scale
- (c) Four (4) years experience, but less than ~~six~~ (6) years experience, step three (3) of the appropriate scale
- (d) Six (6) years experience, but less than eight (8) years experience, step four (4) of the appropriate scale
- (e) Eight (8) years experience, but less than ten (10) years, step five (5) of the appropriate scale
- (f) Ten (10) years experience and over, step ~~six~~ (6) of the appropriate scale
- (g) Any employee who has not attained the salary level outlined in paragraph a, b, c, d, e, f, or g above but who during the term of this agreement qualified in accordance with those experience requirements shall receive the benefit of the step movement effective the date of qualification.

**JOB CLASSIFICATION AND  
SALARY RANGE NUMBER**

<u>JOB CLASSIFICATION</u>	<u>CLASS NUMBER</u>	<u>SALARY RANGE NUMBER</u>
Animal Health Technologist	4027	1x-26
Cardiology Technician	5280	LX-18
Cardiology Technologist I	5281	1x-22
Cardiology Technologist II	5282	1x-24
Cardiovascular Technologist I	5234	1x-28
Cardiovascular Technologist II	5235	1x-30
Clinical Radiography Instructor	5221	1x-31
Diagnostic Imaging Information System Technologist	5219	1x-20
Diagnostic Imaging Technologist I	5190	1x-26
Diagnostic Imaging Technologist II	5191	1x-28
Diagnostic Imaging Technologist III	5192	1x-30
Diagnostic Imaging Technologist N	5193	1x-32
Dosimetrist	5349	1x-32
Electroneurophysiology Technologist I	5230	1x-26
Electroneurophysiology Technologist II	5231	1x-28
Electroneurophysiology Technologist III	5229	1x-30
Laboratory and X-Ray Technician	5211	1x-25
Laboratory and X-Ray Technologist	5212	1x-27
Laboratory Assistant	5202	1x-20
Laboratory Technician	5203	1x-24
Laboratory Technologist I	5204	1x-26
Laboratory Technologist II	5205	1x-28
Laboratory Technologist III	5206	1x-30
Laboratory Technologist IV	5207	1x-32
Medical Physicist	5355	LX-40
Nuclear Medicine Technician	5344	1x-24
Nuclear Medicine Technologist I	5345	1x-26
Nuclear Medicine Technologist II	5346	1x-28
Nuclear Medicine Technologist III	5347	1x-30
Polysomnograph Technologist	5334	1x-28
Radiation Therapist I	5350	1x-28
Radiation Therapist II	5351	1x-30
Radiation Therapist III	5352	1x-32
Veterinary Laboratory Technologist	4028	1x-30
X-Ray Film Processor I	5216	1x-15
X-Ray Film Processor II	5217	1x-17
X-Ray Film Processor III	5218	1x-19
X-Ray Technician	5220	1x-24



**Effective**  
**April 1, 2004**

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
LX-10	Hourly	13.54	13.72	13.89	14.07	14.26	14.95
	Bi-Weekly	948.09	960.13	972.45	985.07	997.92	1,046.82
	Annual	24,650.37	24,963.26	25,283.75	25,611.80	25,945.87	27,217.29
LX-11	Hourly	13.72	13.89	14.07	14.26	14.45	15.16
	Bi-Weekly	960.13	972.45	985.07	997.92	1,011.17	1,060.90
	Annual	24,963.26	25,283.75	25,611.80	25,945.87	26,290.54	27,583.48
LX-12	Hourly	13.89	14.11	14.34	14.58	14.83	15.72
	Bi-Weekly	972.45	987.80	1,003.73	1,020.42	1,038.15	1,100.15
	Annual	25,283.75	25,682.82	26,097.02	26,530.67	26,991.96	28,603.81
LX-13	Hourly	14.07	14.29	14.51	14.74	14.97	15.75
	Bi-Weekly	985.07	1,000.13	1,015.65	1,031.64	1,048.15	1,102.62
	Annual	25,611.80	26,003.31	26,406.94	26,822.64	27,251.94	28,667.99
LX-14	Hourly	14.26	14.45	14.64	14.84	15.04	15.79
	Bi-Weekly	997.92	1,011.17	1,024.78	1,038.68	1,052.98	1,105.14
	Annual	25,945.87	26,290.54	26,644.27	27,005.55	27,377.45	28,733.71
LX-15	Hourly	14.30	14.54	14.80	15.06	15.35	16.32
	Bi-Weekly	1,001.12	1,018.04	1,035.71	1,054.37	1,074.55	1,142.46
	Annual	26,028.99	26,468.92	26,928.47	27,413.73	27,938.27	29,704.02
LX-16	Hourly	14.43	14.69	14.95	15.23	15.55	16.55
	Bi-Weekly	1,010.36	1,028.09	1,046.41	1,065.89	1,086.62	1,158.65
	Annual	26,269.35	26,730.42	27,206.61	27,713.03	28,304.08	30,124.97
LX-17	Hourly	14.65	14.94	15.19	15.51	15.85	16.90
	Bi-Weekly	1,025.54	1,045.83	1,063.09	1,085.42	1,109.49	1,182.67
	Annual	26,663.93	27,191.50	27,640.46	28,220.95	28,846.81	30,749.39
LX-18	Hourly	14.87	15.14	15.45	15.79	16.15	17.25
	Bi-Weekly	1,040.59	1,059.66	1,081.29	1,105.07	1,130.83	1,207.65
	Annual	27,055.45	27,551.25	28,113.63	28,731.91	29,401.67	31,398.86
LX-19	Hourly	15.15	15.46	15.81	16.17	16.59	17.74
	Bi-Weekly	1,060.71	1,082.51	1,106.35	1,132.17	1,161.06	1,241.48
	Annual	27,578.48	28,145.36	28,765.16	29,436.34	30,187.64	32,278.38
LX-20	Hourly	17.14	17.68	18.24	18.83	19.44	20.78
	Bi-Weekly	1,200.02	1,237.75	1,277.11	1,317.99	1,360.55	1,454.31
	Annual	31,200.47	32,181.56	33,204.96	34,267.68	35,374.20	37,812.11

**Effective**  
**April 1, 2004**

		<u><b>Step 1</b></u>	<u><b>Step 2</b></u>	<u><b>Step 3</b></u>	<u><b>Step 4</b></u>	<u><b>Step 5</b></u>	<u><b>Step 6</b></u>
LX-21	Hourly	17.15	17.80	18.47	19.17	19.69	21.38
	<b>Bi-Weekly</b>	1,200.60	1,245.83	1,292.84	1,341.77	1,392.58	1,496.33
	Annual	31,215.60	32,391.65	33,608.59	34,885.85	36,207.16	38,904.47
LX-22	Hourly	17.72	18.38	19.08	19.80	20.55	22.09
	<b>Bi-Weekly</b>	1,240.14	1,286.77	1,335.55	1,386.13	1,438.69	1,546.10
	Annual	32,243.55	33,455.90	34,724.21	36,039.37	37,405.94	40,198.68
LX-23	Hourly	18.30	18.99	19.71	20.46	21.24	22.83
	<b>Bi-Weekly</b>	1,281.13	1,329.62	1,379.97	1,432.35	1,486.89	1,697.87
	Annual	33,309.27	34,670.01	35,879.12	37,241.15	38,659.09	41,544.55
LX-24	Hourly	<b>18.68</b>	19.36	20.08	20.82	21.61	23.38
	<b>Bi-Weekly</b>	1,307.81	1,355.37	1,405.26	1,457.59	1,512.76	1,636.87
	Annual	34,003.13	35,239.69	36,536.70	37,897.22	39,331.79	42,558.66
LX-25	Hourly	19.57	20.31	21.08	21.88	22.72	24.42
	<b>Bi-Weekly</b>	1,369.85	1,421.89	1,475.73	1,531.95	1,590.50	1,709.58
	Annual	35,616.11	36,969.04	38,368.87	39,830.69	41,352.93	44,449.13
LX-26	Hourly	20.32	21.08	21.87	22.71	23.59	25.54
	<b>Bi-Weekly</b>	1,422.06	1,475.26	1,531.08	1,589.80	1,651.49	1,787.59
	Annual	35,973.57	38,356.75	39,807.98	41,334.79	42,938.66	46,477.32
LX-27	Hourly	21.09	21.89	22.72	23.59	24.50	26.35
	<b>Bi-Weekly</b>	1,476.02	1,532.24	1,590.61	1,651.49	1,714.98	1,844.65
	Annual	38,376.44	39,838.19	41,355.94	42,938.66	44,589.43	47,960.91
LX-28	Hourly	21.94	22.79	23.67	24.60	25.60	27.76
	<b>Bi-Weekly</b>	1,535.90	1,595.03	1,657.01	1,721.78	1,791.72	1,943.36
	Annual	39,933.44	41,470.82	43,082.28	44,766.29	46,584.84	50,527.48
LX-29	Hourly	22.57	23.43	24.33	<b>25.66</b>	26.58	28.62
	<b>Bi-Weekly</b>	1,579.74	1,640.27	1,702.88	1,789.46	1,860.85	2,003.49
	Annual	41,073.28	42,646.92	44,274.99	46,525.88	48,382.22	52,090.86
LX-30	Hourly	23.25	24.14	25.09	26.13	27.23	29.27
	<b>Bi-Weekly</b>	1,627.24	1,689.98	1,756.61	1,829.40	1,906.26	2,049.24
	Annual	42,308.31	43,939.39	45,671.79	47,564.42	49,562.68	53,280.25
LX-31	Hourly	24.25	25.18	26.19	27.24	28.32	30.49
	<b>Bi-Weekly</b>	1,697.30	1,762.95	1,833.30	1,906.61	1,982.66	2,134.59
	Annual	44,129.91	45,836.57	47,665.69	49,571.93	51,549.21	55,499.36

Effective  
April 1, 2004

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
U-32	Hourly	25.01	<b>26.05</b>	27.15	<b>28.31</b>	29.52	31.73
	Bi-Weekly	1,750.50	1,823.65	1,900.39	1,981.56	2,066.27	2,221.15
	Annual	45,513.09	47,414.77	49,410.19	51,520.50	53,723.01	57,749.80
LX-33	Hourly	26.01	27.04	28.12	29.25	30.42	32.75
	Bi-Weekly	1,820.45	1,892.95	1,968.65	2,047.26	2,129.18	2,292.29
	Annual	47,331.62	49,216.68	51,164.67	53,226.69	55,358.65	59,699.99
LX-34	Hourly	26.98	28.11	29.29	30.47	31.65	34.24
	Bi-Weekly	<b>1,888.36</b>	1,967.49	2,050.45	2,132.96	2,229.65	2,397.14
	Annual	49,097.25	51,154.68	53,311.82	55,456.91	57,970.81	62,325.78
LX-35	Hourly	<b>28.06</b>	29.18	30.34	31.55	32.81	35.33
	01-Weekly	1,963.94	2,042.25	2,123.89	<b>2,208.60</b>	2,296.68	2,472.93
	Annual	51,052.43	53,098.66	55,221.11	57,423.55	59,713.78	64,296.05
LX-36	Hourly	29.30	30.53	31.85	33.24	34.67	37.29
	Bi-Weekly	<b>2,050.69</b>	2,137.20	<b>2,229.65</b>	2,326.74	2,427.10	2,609.98
	Annual	53,317.86	55,567.24	57,970.81	60,495.34	63,104.48	67,859.48
LX-37	Hourly	30.47	31.68	32.95	34.26	35.63	<b>38.36</b>
	01-Weekly	2,132.78	2,217.67	2,306.45	2,398.49	2,494.37	2,685.46
	Annual	55,452.37	57,659.45	59,967.76	62,360.72	64,853.49	69,821.95
LX-38	Hourly	31.68	32.95	34.26	35.63	37.06	39.90
	Bi-Weekly	2,217.67	2,306.45	2,398.49	2,494.37	2,594.02	2,792.64
	Annual	57,859.45	59,967.76	62,360.72	64,853.49	67,444.55	72,613.85
LX-39	Hourly	32.95	34.27	35.63	37.06	38.54	<b>41.49</b>
	01-Weekly	2,306.38	2,398.71	2,494.43	2,594.14	2,697.78	2,904.65
	Annual	<b>59,965.82</b>	62,366.47	64,855.17	67,447.65	70,142.33	75,516.41
LX-40	Hourly	34.27	35.64	37.06	<b>38.54</b>	40.08	43.15
	Bi-Weekly	2,398.63	2,494.66	2,594.21	2,697.91	2,805.89	3,020.74
	Annual	62,364.44	64,861.12	67,449.36	70,146.55	72,948.01	78,539.13

**Effective**  
**April 1, 2006**

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
LX-10	Hourly	13.82	13.99	14.17	14.35	14.54	15.25
	Bi-Weekly	967.05	979.33	991.90	1,004.77	1,017.88	1,067.76
	Annual	25,143.38	25,462.53	25,789.43	26,124.04	26,464.79	27,761.64
LX-11	Hourly	13.99	14.17	14.35	14.54	14.73	15.46
	Bi-Weekly	979.33	991.90	1,004.77	1,017.88	1,031.40	1,082.12
	Annual	25,462.53	25,789.43	26,124.04	26,464.79	26,816.35	28,135.15
LX-12	Hourly	14.17	14.39	14.63	14.87	15.13	16.03
	Bi-Weekly	991.90	1,007.56	1,023.81	1,040.83	1,058.92	1,122.15
	Annual	25,789.43	26,196.48	26,616.96	27,061.49	27,531.80	29,175.69
LX-13	Hourly	14.35	14.57	14.80	15.03	15.27	16.07
	Bi-Weekly	1,004.77	1,020.13	1,035.96	1,052.27	1,069.11	1,124.67
	Annual	26,124.04	26,523.38	26,935.08	27,359.09	27,796.98	29,241.35
LX-14	Hourly	14.54	14.73	14.93	15.13	15.34	16.10
	Bi-Weekly	1,017.88	1,031.40	1,045.28	1,059.45	1,074.04	1,127.25
	Annual	26,464.79	26,816.35	27,177.16	27,545.66	27,925.00	29,308.38
LX-15	Hourly	14.59	14.83	15.09	15.36	15.66	16.65
	Bi-Weekly	1,021.14	1,038.40	1,056.42	1,075.46	1,096.04	1,165.31
	Annual	26,549.57	26,998.30	27,467.04	27,962.00	28,497.04	30,298.10
LX-16	Hourly	14.72	14.98	15.25	15.53	15.86	16.88
	Bi-Weekly	1,030.57	1,048.66	1,067.34	1,087.20	1,110.39	1,181.83
	Annual	26,794.74	27,266.03	27,760.74	28,267.29	28,870.16	30,727.47
LX-17	Hourly	14.94	15.24	15.49	15.82	16.17	17.23
	Bi-Weekly	1,046.05	1,066.74	1,084.36	1,107.13	1,131.68	1,206.32
	Annual	27,197.21	27,735.33	28,193.27	28,785.37	29,423.75	31,364.38
LX-18	Hourly	15.16	15.44	15.76	16.10	16.48	17.60
	Bi-Weekly	1,061.41	1,080.86	1,102.92	1,127.16	1,153.45	1,231.80
	Annual	27,596.56	28,102.28	28,675.90	29,306.55	29,989.60	32,026.64
LX-19	Hourly	15.46	15.77	16.12	16.50	16.92	18.09
	Bi-Weekly	1,081.93	1,104.16	1,128.48	1,154.81	1,184.28	1,266.31
	Annual	28,130.05	28,708.27	29,340.46	30,025.07	30,791.39	32,923.95
LX-20	Hourly	17.49	18.04	18.61	19.20	19.83	21.19
	Bi-Weekly	1,224.02	1,262.51	1,302.66	1,344.35	1,387.75	1,483.40
	Annual	31,824.48	32,825.19	33,869.06	34,953.03	36,081.68	38,568.35

**Effective  
April 1, 2006**

		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
LX-21	<b>Hourly</b>	17.49	18.15	18.84	19.55	20.29	21.80
	<b>Bi-Weekly</b>	1,224.61	1,270.75	1,318.49	1,368.60	1,420.43	1,526.25
	<b>Annual</b>	31,839.91	33,039.48	34,280.76	35,583.67	36,931.30	39,682.66
LX-22	<b>Hourly</b>	18.07	18.75	19.46	20.20	20.96	22.63
	<b>Bi-Weekly</b>	1,264.94	1,312.50	1,362.26	1,413.65	1,467.46	1,577.03
	<b>Annual</b>	32,888.42	34,125.02	35,418.69	36,760.16	36,154.06	41,002.65
LX-23	<b>Hourly</b>	18.67	19.37	20.11	20.87	21.67	23.28
	<b>Bi-Weekly</b>	1,306.75	1,358.21	1,407.57	1,461.00	1,516.63	1,629.82
	<b>Annual</b>	33,975.46	35,261.41	36,596.70	37,985.97	39,432.27	42,375.44
LX-24	<b>Hourly</b>	19.06	19.75	20.48	21.24	22.04	23.65
	<b>Bi-Weekly</b>	1,333.97	1,382.48	1,433.36	1,486.74	1,543.02	1,669.61
	<b>Annual</b>	34,683.19	35,944.48	37,267.43	38,655.16	40,118.43	43,409.83
LX-25	<b>Hourly</b>	19.96	20.72	21.50	22.32	23.18	24.91
	<b>Bi-Weekly</b>	1,397.25	1,450.32	1,505.24	1,562.59	1,622.31	1,743.77
	<b>Annual</b>	36,328.43	37,708.42	39,136.25	40,627.30	42,179.99	45,338.11
LX-26	<b>Hourly</b>	20.72	21.50	22.31	23.17	24.06	26.05
	<b>Bi-Weekly</b>	1,450.50	1,504.77	1,561.70	1,621.60	1,684.52	1,823.34
	<b>Annual</b>	37,713.04	39,123.89	40,604.14	42,161.49	43,797.43	47,406.87
LX-27	<b>Hourly</b>	21.51	22.33	23.18	24.06	24.99	26.88
	<b>Bi-Weekly</b>	1,505.54	1,562.88	1,622.43	1,684.52	1,749.28	1,881.54
	<b>Annual</b>	39,143.97	40,634.95	42,183.06	43,797.43	45,481.22	48,920.13
LX-28	<b>Hourly</b>	22.38	23.24	24.15	25.09	26.11	28.32
	<b>Bi-Weekly</b>	1,566.62	1,626.93	1,690.15	1,756.22	1,827.56	1,982.23
	<b>Annual</b>	40,732.11	42,300.24	43,943.93	45,661.62	47,516.64	51,538.03
LX-29	<b>Hourly</b>	23.02	23.90	24.81	25.07	27.12	29.19
	<b>Bi-Weekly</b>	1,611.34	1,673.07	1,736.94	1,825.25	1,898.07	2,043.66
	<b>Annual</b>	41,894.75	43,499.66	45,180.49	47,456.40	49,349.86	53,132.68
LX-30	<b>Hourly</b>	23.71	24.63	25.60	26.66	27.76	29.66
	<b>Bi-Weekly</b>	1,659.79	1,723.78	1,791.74	1,866.99	1,944.39	2,090.23
	<b>Annual</b>	43,154.48	44,818.18	46,585.23	48,515.71	50,554.14	54,345.86
LX-31	<b>Hourly</b>	24.73	25.69	26.71	27.76	28.89	31.10
	<b>Bi-Weekly</b>	1,731.25	1,798.20	1,869.96	1,944.75	2,022.32	2,177.28
	<b>Annual</b>	46,012.51	46,753.30	48,619.00	50,563.37	52,580.19	56,609.35

**Effective  
April 1, 2006**

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
LX-32	Hourly	25.51	26.57	27.69	28.87	30.11	32.37
	Bi-Weekly	1,786.61	1,860.12	1,938.40	2,021.19	2,107.60	2,255.57
	Annual	46,423.35	48,363.07	50,398.39	52,550.91	54,797.47	58,904.80
LX-33	Hourly	26.53	27.58	28.69	29.83	31.03	33.40
	Bi-Weekly	1,856.86	1,930.81	2,008.02	2,088.20	2,171.76	2,338.14
	Annual	48,278.25	50,201.01	52,208.57	54,293.26	56,465.82	60,791.58
U - 34	Hourly	27.52	28.67	29.88	31.08	32.49	34.93
	Bi-Weekly	1,926.12	2,006.84	2,091.46	2,175.62	2,274.24	2,445.09
	Annual	50,079.20	52,177.77	54,378.06	56,566.05	59,130.23	63,572.28
LX-35	Hourly	28.62	29.76	30.95	32.18	33.47	36.03
	Bi-Weekly	2,003.22	2,083.10	2,166.37	2,252.77	2,342.62	2,522.38
	Annual	52,083.68	54,160.63	56,325.53	58,572.02	60,909.06	65,581.97
LX-36	Hourly	29.88	31.14	32.49	33.90	35.37	38.03
	Bi-Weekly	2,091.70	2,179.95	2,274.24	2,373.28	2,475.64	2,662.18
	Annual	54,384.22	56,678.58	59,130.23	61,705.25	64,366.57	69,216.67
LX-37	Hourly	31.08	32.31	33.61	34.95	36.35	39.13
	Bi-Weekly	2,175.44	2,262.02	2,352.58	2,446.46	2,544.25	2,739.17
	Annual	56,561.42	58,812.64	61,167.12	63,607.93	66,150.56	71,218.39
LX-38	Hourly	32.31	33.61	34.95	36.35	37.80	40.70
	Bi-Weekly	2,262.02	2,352.58	2,446.46	2,544.25	2,645.90	2,848.70
	Annual	58,812.64	61,167.12	63,607.93	66,150.56	68,793.44	74,066.13
LX-39	Hourly	33.61	34.95	36.35	37.80	39.31	42.32
	Bi-Weekly	2,352.61	2,446.68	2,544.32	2,646.02	2,751.74	2,962.65
	Annual	61,165.14	63,613.80	66,152.27	68,796.60	71,545.18	77,028.78
LX-40	Hourly	34.95	36.35	37.80	39.31	40.88	44.02
	Bi-Weekly	2,446.61	2,544.85	2,646.09	2,751.85	2,861.81	3,081.15
	Annual	63,611.73	66,168.34	68,798.37	71,548.46	74,406.97	80,109.91

**Effective**  
**April 1, 2007**

		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>LX-10</b>	Hourly	14.23	14.41	14.60	14.78	14.98	15.71
	Bi-Weekly	996.06	1,008.71	1,021.66	1,034.91	1,048.41	1,099.79
	Annual	25,897.68	26,226.41	26,563.11	26,907.76	27,258.73	28,594.49
<b>LX-11</b>	Hourly	14.41	14.60	14.78	14.98	15.18	15.92
	Bi-Weekly	1,008.71	1,021.66	1,034.91	1,048.41	1,062.34	1,114.58
	Annual	26,226.41	26,563.11	26,907.76	27,258.73	27,620.84	28,979.20
<b>LX-12</b>	Hourly	14.60	14.83	15.06	15.32	15.58	16.51
	Bi-Weekly	1,021.66	1,037.78	1,054.52	1,072.05	1,090.68	1,155.81
	Annual	26,563.11	26,982.37	27,417.53	27,873.33	28,357.75	30,051.17
<b>LX-13</b>	Hourly	14.78	15.01	15.24	15.48	15.73	16.55
	Bi-Weekly	1,034.91	1,050.73	1,067.04	1,083.84	1,101.19	1,158.41
	Annual	26,907.76	27,319.08	27,743.13	28,179.86	28,630.89	30,118.59
<b>LX-14</b>	Hourly	14.98	15.18	15.38	15.59	15.80	16.59
	Bi-Weekly	1,048.41	1,062.34	1,076.63	1,091.23	1,106.26	1,161.06
	Annual	27,258.73	27,620.84	27,992.47	28,372.03	28,762.75	30,187.63
<b>LX-15</b>	Hourly	15.03	15.28	15.54	15.82	16.13	17.15
	Bi-Weekly	1,051.77	1,069.55	1,088.12	1,107.73	1,128.92	1,200.27
	Annual	27,346.06	27,808.25	28,291.05	28,800.86	29,351.95	31,207.04
<b>LX-16</b>	Hourly	15.16	15.43	15.71	16.00	16.34	17.39
	Bi-Weekly	1,061.48	1,080.11	1,099.36	1,119.82	1,143.70	1,217.28
	Annual	27,596.58	28,082.98	28,583.26	29,115.31	29,736.26	31,649.29
<b>LX-17</b>	Hourly	15.39	15.70	15.96	16.29	16.65	17.75
	Bi-Weekly	1,077.43	1,098.75	1,116.89	1,140.34	1,165.63	1,242.51
	Annual	28,013.13	28,567.39	29,039.07	29,648.93	30,306.46	32,305.31
<b>LX-18</b>	Hourly	15.62	15.90	16.23	16.59	16.97	18.13
	Bi-Weekly	1,093.25	1,113.28	1,136.01	1,160.99	1,188.05	1,268.76
	Annual	28,424.46	28,945.35	29,536.18	30,185.75	30,889.29	32,967.65
<b>LX-19</b>	Hourly	15.92	16.25	16.60	16.99	17.43	18.63
	Bi-Weekly	1,114.38	1,137.29	1,162.33	1,189.45	1,219.81	1,304.30
	Annual	28,973.95	29,569.52	30,220.67	30,925.82	31,715.13	33,911.67
<b>LX-20</b>	Hourly	18.01	18.68	19.17	19.78	20.42	21.83
	Bi-Weekly	1,260.74	1,300.38	1,341.74	1,384.68	1,429.39	1,527.90
	Annual	32,779.21	33,809.95	34,685.13	36,001.62	37,164.13	39,725.40

**Effective  
April 1, 2007**

		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
LX-21	Hourly	18.02	18.70	19.40	20.14	20.90	22.46
	Bi-Weekly	1,261.35	1,308.87	1,358.05	1,409.66	1,463.05	1,572.04
	Annual	32,795.11	34,030.66	35,309.18	36,651.18	38,039.24	40,873.04
LX-22	Hourly	18.61	19.31	20.04	20.80	21.59	23.20
	Bi-Weekly	1,302.89	1,351.88	1,403.13	1,456.27	1,511.49	1,624.34
	Annual	33,875.07	35,148.77	36,481.25	37,662.96	39,298.68	42,232.73
LX-23	Hourly	19.23	19.96	20.71	21.50	22.32	23.98
	Bi-Weekly	1,345.95	1,396.89	1,449.79	1,504.83	1,562.12	1,678.72
	Annual	34,994.72	36,319.25	37,694.60	39,125.55	40,615.24	43,646.70
LX-24	Hourly	19.83	20.34	21.09	21.88	22.70	24.57
	Bi-Weekly	1,373.99	1,423.95	1,476.36	1,531.34	1,589.31	1,719.70
	Annual	35,723.69	37,022.81	38,385.45	39,814.81	41,321.98	44,712.12
LX-25	Hourly	20.56	21.34	22.15	22.99	23.87	25.66
	Bi-Weekly	1,439.16	1,493.83	1,550.40	1,609.47	1,670.98	1,796.09
	Annual	37,418.28	38,839.67	40,310.34	41,846.12	43,445.39	46,698.25
LX-26	Hourly	21.34	22.14	22.98	23.86	24.79	26.83
	Bi-Weekly	1,494.02	1,549.91	1,608.55	1,670.24	1,735.05	1,878.04
	Annual	38,844.43	40,297.61	41,822.26	43,426.33	45,111.35	48,829.08
LX-27	Hourly	22.15	23.00	23.87	24.79	25.74	27.68
	Bi-Weekly	1,550.70	1,609.77	1,671.10	1,735.05	1,801.76	1,937.99
	Annual	40,318.29	41,854.00	43,446.55	45,111.35	46,845.66	50,387.73
LX-28	Hourly	23.05	23.94	24.87	25.84	26.89	29.17
	Bi-Weekly	1,613.62	1,675.74	1,740.86	1,808.90	1,882.39	2,041.70
	Annual	41,954.07	43,589.25	45,262.25	47,031.47	48,942.04	53,084.17
LX-29	Hourly	23.71	24.62	25.56	26.66	27.93	30.07
	Bi-Weekly	1,659.68	1,723.26	1,789.05	<b>1,880.00</b>	1,955.01	2,104.87
	Annual	43,151.59	44,804.86	46,515.30	48,880.09	50,830.38	54,726.66
LX-30	Hourly	24.42	<b>25.36</b>	26.36	27.46	28.61	30.76
	Bi-Weekly	1,709.58	1,775.49	1,845.49	1,921.97	2,002.72	2,152.93
	Annual	44,449.11	46,162.73	47,982.79	49,971.16	52,070.76	55,976.24
LX-31	Hourly	25.47	26.46	27.52	28.62	29.76	32.04
	Bi-Weekly	1,783.19	1,862.15	1,926.06	2,003.09	2,082.98	2,242.60
	Annual	46,362.89	48,155.90	50,077.57	52,080.27	54,157.60	58,307.63



**Effective  
April 1, 2007**

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
LX-32	Hourly	26.27	27.37	<b>28.52</b>	29.74	31.01	33.34
	Bi-Weekly	1,839.08	1,915.92	1,996.55	2,081.82	2,170.82	2,333.64
	Annual	47,816.05	49,813.96	51,910.34	54,127.44	56,441.39	60,671.94
LX-33	Hourly	27.32	28.41	29.55	30.73	31.96	34.40
	Bi-Weekly	1,912.56	1,988.73	<b>2,068.26</b>	2,150.85	2,236.92	2,408.28
	Annual	49,726.60	51,707.04	53,774.83	56,922.06	58,159.79	62,615.33
LX-34	Hourly	28.34	29.53	30.77	32.01	33.46	35.98
	Bi-Weekly	1,983.91	2,067.04	2,154.21	2,240.89	2,342.47	2,518.44
	Annual	51,581.58	53,743.10	56,009.40	56,263.03	60,904.14	65,479.45
LX-35	Hourly	29.48	<b>30.65</b>	31.88	33.15	34.47	37.12
	Bi-Weekly	2,063.32	2,145.59	2,231.36	2,320.35	2,412.90	2,598.06
	Annual	53,646.19	55,785.45	58,015.30	60,329.18	62,735.30	67,549.43
LX-36	Hourly	30.78	32.08	33.46	34.92	36.43	39.17
	Bi-Weekly	2,154.45	2,246.34	2,342.47	2,444.48	2,549.91	2,742.05
	Annual	56,015.75	58,378.94	60,904.14	63,556.41	66,297.57	71,293.17
LX-37	Hourly	<b>32.01</b>	33.28	34.62	36.00	37.44	40.30
	Bi-Weekly	2,240.70	2,329.89	2,423.16	2,519.85	<b>2,620.58</b>	2,821.34
	Annual	58,258.26	60,577.02	63,002.13	65,516.17	68,135.08	73,354.94
LX-38	Hourly	33.26	34.62	36.00	37.44	38.93	41.92
	Bi-Weekly	2,329.89	2,423.16	2,519.85	<b>2,620.58</b>	2,725.28	2,934.18
	Annual	60,577.02	63,002.13	65,516.17	68,135.08	70,857.24	76,288.11
LX-39	Hourly	34.62	36.00	<b>37.44</b>	38.93	40.49	43.59
	Bi-Weekly	2,423.08	2,520.09	<b>2,620.65</b>	2,725.40	2,834.29	3,051.52
	Annual	63,000.09	65,522.21	68,136.84	70,860.50	73,691.54	79,339.64
LX-40	Hourly	36.00	<b>37.44</b>	38.94	40.49	42.11	45.34
	Bi-Weekly	<b>2,520.00</b>	2,620.89	2,725.47	2,834.42	2,947.66	3,173.59
	Annual	<b>65,620.08</b>	68,143.09	70,862.32	73,694.91	76,639.18	82,513.21

## SCHEDULE B

### 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 **AS**.

#### **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 Enquiries 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 is 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 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 bearing 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 C**

### **EMPLOYERS COVERED BY THIS AGREEMENT**

- (a) Those represented by the Newfoundland and Labrador Health Boards Association:
- Health Care Corporation of St. John's
  - Avalon Health Care Institutions Board
  - Peninsulas Health Care Corporation
  - Central East Health Care Institutions Board
  - Central West Health Corporation
  - Western Health Care Corporation
  - Grenfell Regional Health Services Board
  - Health Labrador Corporation
  - The Newfoundland Cancer Treatment and Research Foundation
- (b) All Government of Newfoundland and Labrador operated Hospitals, Institutions and other allied Institutions (represented herein by Treasury Board). If a hospital presently operated by Government of Newfoundland and Labrador (Treasury Board) changes its management or operators, it shall be bound by this agreement the same as if it were specifically listed in Schedule C.



**\*SCHEDULED**

**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**

**GROW 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  
 is 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 detail

Spousal	Benefit	Spousal Retraining Benefit
Spousal	Benefit	Spousal Retraining Benefit
Spousal	Benefit	Spousal Retraining Benefit

## WAIVER OF PREMIUM PROVISION

If an insured member or totally disabled before age 65, the group life, dependent life and accidental death and disability benefits, including death and dismemberment, and group term life insurance, may be continued to age 65 without payment of premium. To have premiums waived, the employee must be totally disabled for at least six months at which time a claim 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:

- 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 commence 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**  
**PAY EQUITY AGREEMENT**  
**1997-06-26**

1. The purpose of this agreement is to achieve pay equity by redressing systemic gender discrimination in compensation for work performed by employees in female dominated classes within the Laboratory and X-Ray bargaining unit represented by the Newfoundland and Labrador Association of Public and Private Employees.

This Agreement cancels and replaces the Pay Equity Agreement signed **1988 06 24**.

2. The parties agree to the implementation of pay equity **as** follows:

Effective **1997 03 11** pay equity wage adjustments shall be added to each step of the salary scale for the following female dominated classes:

Class Number	Job Classification	Pay Equity Adjustment
<b>5205</b>	Laboratory Assistant	<b>\$0.36</b> per hour
<b>5221</b>	X-Ray Technician	<b>\$0.98</b> per hour
<b>5344</b>	Nuclear Medicine Technician	<b>\$0.27</b> per hour

3. Pay equity wage adjustments shall be treated as salary **as** defined in the Public Service (Pensions) Act.
4. This pay equity wage adjustments schedule **shall** be incorporated into the Laboratory and X-Ray Collective Agreement.
5. Pay equity adjustments for any employee who is currently “red-circled” shall be reduced so that the total hourly wage received is not greater than the sum of the top step of the approved salary scale for that classification and the pay equity adjustment applicable to that class.
6. Salary Calculations

For the purpose of this section, base salary refers to the salary received in accordance with the assigned bargaining unit pay grid exclusive of any pay equity adjustments.

A) Promotion

On promotion, an employee's new base salary **shall** be calculated from the employee's current base salary plus appropriate pay equity adjustment, but, is not to exceed the maximum of the new pay range. The salary of an employee

promoted to a class which is entitled to a pay equity adjustment cannot exceed the total of the top step of the new pay range plus applicable pay equity adjustment.

**B) Temporary Assignment/Appointment to a Higher Level Position**

Temporary assignments/appointments to higher level positions are to be treated in accordance with the promotion procedures outlined in 6A).

**C) Transfer**

The base rate salary of an employee transferred to a position having *the same* assigned pay level shall not change and the transferred employee shall receive the appropriate pay equity adjustment for the class to which assigned.

**D) Bumping**

The classifications into which an employee may exercise his/her bumping rights shall continue to be based on the assigned pay range level regardless of the affect of any pay equity adjustments.

**E) Demotion**

i) ***Involuntary demotions*** shall be calculated from the affected employee's current base salary. Employees who are "red-circled" as a result of an involuntary demotion to a class which is entitled to a pay equity adjustment shall be entitled to that portion of the adjustment which will bring their total salary to not more than the total of the top step of the new classification to which assigned plus the applicable pay equity adjustment.

ii) ***Voluntary demotions*** shall continue to be based on the assigned pay range level exclusive of any pay equity adjustment. Once appropriately placed on their new pay range the employee shall receive whatever pay equity adjustment is applicable to the new class.

**F) Group Insurance Benefits, Pension, Severance/Redundancy, Paid Leave and Overtime**

Calculation of group insurance premiums and benefits, pension premiums and benefits, severance/redundancy, paid leave and overtime shall be based on the employee's current base salary plus applicable pay equity adjustment.

- 
7. No employee shall have the right to grieve or appeal the results of this Pay Equity Agreement including, on the basis ~~of~~ any change in traditional *internal* relationships; on the amount of the pay equity adjustment awarded to any classification; nor on the basis of exclusion of any classification, for whatever reason, from the pay equity process.

“SCHEDULE F

LABRADOR BENEFITS AGREEMENT

ARTICLE 1

SCOPE

- 1.1 This Agreement is applicable to all employees in Labrador whose Employers are signatory to this agreement, represented by the Canadian Union of Public Employees, 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, 2002 and shall remain in full force and effect until March 31, 2005. 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 as follows in accordance with Schedule “A”.

Community Grouping	Date	Single	Dependent
Group 1	April 1, 2002	\$ 2,150	\$ 4,300
Group 2	April 1, 2002	\$ 2,600	\$ 5,200
Group 3	April 1, 2002	\$ 2,725	\$ 5,450

In the case of spouses 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). The Travel Allowance shall be paid in accordance with Schedule "A".

Community Grouping	Date	Amount For Employee's Dependent(s)	Amount For Employee
Group 1	April 1, 2002	\$ 375	\$ 475
	April 1, 2003	\$ 450	\$ 550
	April 1, 2004	\$ 450	\$ 650
Group 2	April 1, 2002	\$ 475	\$ 575
	April 1, 2003	\$ 500	\$ 600
	April 1, 2004	\$ 500	\$ 700
Group 3	April 1, 2002	\$ 475	\$ 575
	April 1, 2003	\$ 525	\$ 625
	April 1, 2004	\$ 550	\$ 750

- 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.
- 4.2** (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:
- (1) Maternity Leave/Parental Leave/Adoption Leave
  - (2) Injury-on-Duty/Worker's Compensation Leave
  - (3) Paid Leaves
  - (4) 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 non-cumulative, paid leave in the aggregate per year as follows, in accordance with Schedule 'A':

Community Grouping	Number of Working Days Leave
Group 1	One (1) Working Day
Group 2	Three (3) Working Days
Group 3	Three (3) Working Days

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

#### ARTICLE 6

##### PROTECTIVE CLOTHING

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

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

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

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

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

**ARTICLE 9**  
**DEFINITIONS**

- 9.1 "Dependent"- for the purpose of this Agreement, dependent means a spouse, 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

Schedule "A"


<b>Group 1</b>
Happy Valley / Goose Bay North West River Sheshatshiu Wabush Labrador City Churchill Falls
<b>Group 2</b>
Red Bay L' Anse au Loup L' Anse au Clair Forteau Pinware

<p>West St. Modeste Mud Lake Cartwright Mary's Harbour Port Hope Simpson St. Lewis Charlottetown Lodge Bay Paradise River</p>
<p><b>Group 3</b></p>
<p>Rigolet William's Harbour Norman's Bay Black Tickle Pinsent's Arm Makkovik Postville Hopedale Davis Inlet / Natuashish Nain</p>




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

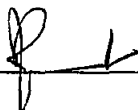
**SIGNED** on behalf of Treasury Board representing Her Majesty the Queen in Right of Newfoundland and Labrador by the Honourable Joan Marie Ayiward, President of Treasury Board, in the presence of the witness hereto subscribing:

  
\_\_\_\_\_  
Witness

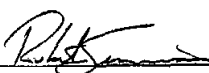
  
\_\_\_\_\_  
Joan Marie Ayiward  
President of Treasury Board

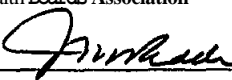
**SIGNED** on behalf of the College of the North Atlantic

  
\_\_\_\_\_  
Witness

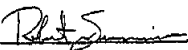
  
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**SIGNED** on behalf of The Newfoundland and Labrador Health Boards Association

  
\_\_\_\_\_  
Witness

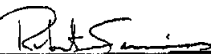
  
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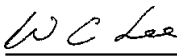
**SIGNED** on behalf of the Newfoundland and Labrador Housing Corporation

  
\_\_\_\_\_  
Witness

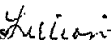

  
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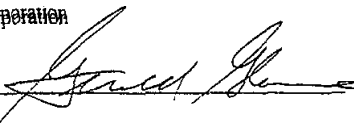
**SIGNED** on behalf of the Newfoundland and Labrador School Boards' Association

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_

**SIGNED** on behalf of the Newfoundland Liquor Corporation

Witness   \_\_\_\_\_

  
\_\_\_\_\_

SIGNED on behalf of the Canadian Union of Public Employees

Sarah Patton  
Witness

Wayne Lison

SIGNED on behalf of the Newfoundland and Labrador Nurses' Union

Alice  
Witness

Debbie Toward

SIGNED on the Newfoundland and Labrador Teachers' Association

Paul Blundon  
Witness

Lloyd Helle

SIGNED on behalf of the Royal Newfoundland Constabulary Association

Beverly Whelan  
Witness

J. Blund

SIGNED on behalf of the Newfoundland & Labrador Association of Public and Private Employees

Paul Blundon  
Witness

[Signature]

## **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.

2000 02 08

Mr. Ed Hancock  
Executive Director  
Newfoundland and Labrador  
Teachers' Association  
3 Kenmount Road  
St. John's, NF  
A1B 1W1

Dear Mr. Hancock:

This letter is to confirm that for teachers in Labrador, the payment of the travel allowance provided under Article 4 • Travel Allowance, of the Joint Agreement on Labrador Benefits shall be calculated for the school year, September to June, but shall be paid in accordance with the provisions of Article 4 of the Joint Agreement.

Yours truly,

  
ROBERT SIMMONS  
Staff Relations Specialist  
Collective Bargaining Division

**SCHEDULE G**

**NO. OF WEEKS OF PAY IN LIEU OF NOTICE**

**AGE (YEARS)**

Service	<35	35-39	40-44	45-49	50-54	> 54
<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

## **SCHEDULE H**

### **MEMORANDUM OF UNDERSTANDING**

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

## **SCHEDULE I**

### **TRANSITION AGREEMENTS**

The parties recognize that the following transition agreements have been negotiated and will form part of the collective agreement:

Health Labrador Corporation  
Western Health Care Corporation/Community Health Board  
Central West Health Board  
Central East Health Care Institutions Board  
Peninsulas Health Care Corporation  
Avalon Health Care Institutions Board  
Health Care Corporation - St. John's

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND**  
**(represented herein by the Treasury Board)**  
**AND**  
**THE NEWFOUNDLAND AND LABRADOR HEALTH CARE ASSOCIATION**  
**REPRESENTING THE LABRADOR HEALTH SERVICES BOARD**  
**(herein after referred to as the Employer)**  
**AND**  
**THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES**  
**LABORATORY AND X-RAY**  
**(herein after referred to as the Union)**

**April 11, 1996**



NAPE LX  
LABRADOR HEALTH SERVICES BOARD  
April 11, 1996

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and ninety six in accordance with clause **40.01** of the NAPE Laboratory and X-ray Collective Agreement signed between the parties on October **25, 1990**, herein after referred to as the Collective Agreement. The Master Agreement signed between the parties July, **1994**, as well is in effect.

**1. Bargaining Unit Structure**

It is recognized that the Labrador Health Services Board refers to one (1) Employer operating facilities with employees represented by NAPE include:

- Melville Hospital
- Captain William Jackman Memorial Hospital

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

**2. Transfer of Service**

As of November **1, 1994**, the Board recognizes ~~the~~ service of each of the employees as it was recognized by the previous Employer prior to the new Board assuming governance.

**3. Job Postings**

- a) Job postings will be posted as per the Collective Agreement
- b) Permanent positions shall be posted throughout all applicable facilities in the region where LX members are based.
- c) For any temporary positions, if the temporary position at a particular facility is less than **16** weeks, ~~the~~ Employer shall select a temporary employee at that particular facility in accordance with the collective agreement: if the temporary position is expected to be greater than **16** weeks, it shall be posted in all applicable facilities.

**4. Displacements**

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of layoff, (including permanent employee reduction in hours of work) the following provisions shall apply:

- (a) For the purpose of layoff, temporary employees shall be less senior than any permanent employees.
- (b) A permanent employee whose position is affected by the Employer's decision to lay off shall have the right to either accept layoff or to displace the most junior employee in a bargaining unit classification in the facility provided that he/she is qualified to perform the work required, provided that his/her hours of work are not changed unless mutually agreed and provided the most junior employee is less senior. An employee displaced into a lower paying position shall maintain his/her rate of pay and be "red circled".

A permanent employee who has received notice of layoff shall be entitled to displace the most junior employee in a bargaining unit classification at another facility of his/her choice operated by the Employer only where the employee who has received notice of layoff does not have sufficient seniority to displace the most junior employee in the designated classification within his/her own facility. In any event, the foregoing provisions as they relate to the changes in hours of work, qualifications and rate of pay shall still be applicable.

- (c) Temporary employees shall be laid off in the reverse order of seniority in their respective recognized Departments at his/her particular facility provided that those temporary employees being retained are immediately qualified to do the work required.

In the event of a closure of one of the facilities under the Labrador Services Board, temporary employees who are laid off as a result shall be entitled to displace less senior temporary employees within their recognized Departments at another facility operated by the Employer provided he/she is immediately qualified to do the work required. If the temporary employee does not have enough seniority to displace another temporary employee, his/her name shall be placed on the temporary seniority list in his/her respective department of another facility of his/her choice with the Employer.

- (d) Subject to (b) above, permanent employees may displace permanent full-time, permanent part-time or temporary employees. A permanent employee who displaces a temporary employee shall maintain his/her permanent status.
- (e) For all displacements under this Clause, there shall be a two (2) month trial period in accordance with Clause 28.07 of the Collective Agreement.

5. Recall

- (a) Permanent employees shall be recalled before temporary employees provided that the permanent employees being recalled are qualified to do the work required.
- (b) Permanent employees shall be recalled in order of seniority at his/her particular facility or another facility provided that those permanent employees being recalled are qualified to perform the work required.

Permanent employees may be recalled to another facility and shall be recalled in order of seniority with the Employer provided that he/she notifies the Employer in writing upon layoff that he/she is willing to be recalled for work at another facility. The Employer shall advise the employees being laid off of their right to recall at other facilities operated by the same Employer.

- (c) Temporary employees shall be recalled in order of seniority in their respective recognized Departments at his/her particular facility provided that they are immediately qualified to do the work required.

Recall of temporary employees shall be facility specific, based on the hours he/she has worked (seniority) at that particular facility. Prior to seeking a candidate from outside the Labrador Health Services Board, the Employer will consider qualified internal applicants.

If a particular facility closes, the temporary employees shall be able to use their seniority (accumulated at the closed facility) for recall at another facility. Where the parties agree that a particular facility has a significant reduction in permanent staffing, the parties shall agree to allow temporary employees at that facility to use their seniority for recall at another facility.

6. Sharing of Overtime/Standby/Callback/Escort Duty

The above shall be divided equally among employees qualified to perform the available work on a site specific basis.

7. Grievance Procedure

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

Step I            Employee submits grievance to Shop Steward

- Step II      Shop Steward presents grievance to the employee's immediate supervisor/facility manager
- Step III      Failing settlement at Step III, the Shop Steward presents grievance to the CEO or Designate
- Step IV      Either party may refer grievance to arbitration

8. Labour Management Committee Structure

There shall be two Labour Management Committee encompassing:

- i)      Melville Hospital. and
- ii)      Captain William Jackman Memorial Hospital.

Terms of reference of Committee as per NAPE (LX) Collective Agreement.

9. personal Files

The official recognized personnel file for the purposes of Article 35 of the Collective Agreement shall be maintained at the facility the employee is working.

10 Occupational Health and Safety Committee

There will be two Occupational Health and Safety Committees:

- i)      Labrador West with representation of NAPE and other Unions:
- ii)      Labrador East with representation of NAPE.

Mandate of Committee as per NAPE (HS) Collective Agreement.

11 (a) Travel Accommodations

**If** an employee is required by ~~the~~ Employer ~~to~~ work at Captain Wm. Jackman when the employee's normal work site ~~is~~ Melville Hospital or vice-versa for a period requiring an overnight stay, the Employer shall provide accommodations.

- (b)      Employees while travelling on Employer business, who provide their own accommodations, shall be paid fifteen (\$15) per day.

- (c) After each period of three consecutive nights in overnight travel required by the Employer, the employee shall **be** entitled to one three (3) minute person to person call.

	Breakfast	Lunch	Dinner	Total
Island	\$6.31	\$9.00	\$14.00	\$29.31
Labrador	\$7.00	\$10.00	\$15.00	\$32.00
Canada				\$43.00
USA				\$43.00 US
Other				\$48.00

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

Witness

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

Witness

Signed on behalf of the Newfoundland Association of Public Employees by its proper officers in the presence of the witness hereto Subscribing

Witness

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

Witness

## **TRANSITION AGREEMENT**

### **BETWEEN**

#### **THE WESTERS HEALTH CARE BOARD (INSTITUTIONS BOARD)**

### **AND**

#### **THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES (NAPE)**

In accordance with Clause 40.01 of the NAPE Laboratory and X-Ray Collective Agreement signed on 25 October 1990 the parties agree as follows.

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

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

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

The Western Newfoundland Health Care Institutions Board  
or  
The Western Community Health Board

##### **\*2- NAPE LABORATORY AND X-RAY (LX) BARGAINING UNITS PRIOR TO 1 JANUARY 1996**

The Parties agree that the following NAPE Laboratory and X-Ray (LX) bargaining units existed within the six institutions in the Western Region prior to the occurrence of any "transfer" in accordance with Section 44 of the Public Service Collective Bargaining Act.

- (1) Sir Thomas Roddick Hospital - Stephenville
- (2) Charles L. Legrow Health Center - Port aux Basques
- (3) Calder Health Care Center - Burgeo
- (4) Bonne Bay Hospital - Norris Point
- (5) Rufus Guinchard Health Care Center - Port Saunders
- (6) Western Memorial Regional Hospital

### **\*3- NAPE LABORATORY AND X-RAY (LX) BARGAINING UNITS ON 1 JANUARY 1996**

Employees who belonged to one of the **six** (6) bargaining units referred to in Section 2 of the agreement will remain members of the Newfoundland Association of Public Employees **and** will form six (6) distinct bargaining units on 1 January 1996.

These **six** (6) bargaining units will be as follows:

- (1) Sir Thomas Roddick Hospital - Stephenville
- (2) Charles L. Legrow Health Center - Port aux Basques
- (3) Calder Health Care Center - Burgeo
- (4) Bonne Bay Hospital - Norris Point
- (5) Rufus Guinchard Health Care Center - Port Saunders
- (6) Western Memorial Regional Hospital

### **\*4. RETENTION OF SENIORITY**

**NAPE LX** employees shall retain all seniority accumulated prior to 1 January 1996 in their respective bargaining units.

The employer agrees to provide the union with a copy of all seniority lists for all LX bargaining units in the region for the period ending 31 December 1995.

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

The Western Health Care Institutions Board recognizes the service of each of the NAPE (Laboratory and X-Ray) employees **as** it was recognized by the previous employers prior to 1 January 1996. Service for seniority purposes is to be recognized on a bargaining unit wide basis only, in the bargaining units outlined in Section Three (3) of this agreement.

### **\*6- JOB POSTINGS**

Effective 1 January 1996 positions in specific bargaining units which are required to be advertised in accordance with Article 15 of the NAPE LX collective agreement will only be posted in the sites where members of that specific bargaining unit are employed. If the position is not filled from within a specific bargaining unit, the employer agrees that before a position is advertised for the information of the general public, that a notice will be posted at all other sites in the Western region. The employer agrees to consider all applicants from other sites before considering external applicants. If an employee from another bargaining unit is selected for a position the employee will be permitted



to transfer his / her service but will not be permitted to transfer his / her seniority.

#### **\*7- LIST OF DISPLACED WORKERS ON LAYOFF STATUS**

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

#### **\*8- LAYOFF**

Layoffs shall be conducted in accordance with Article 30 of the NAPE LX collective agreement. Employees shall be laid off in the reverse order of their seniority in their own bargaining unit as defined in Section 3 of this agreement.

#### **\*9- RECALL**

Employees in a specific bargaining unit referred to in section 3 above, who are entitled to recall in accordance with the terms of the NAPE LX collective agreement will only be recalled to their own bargaining unit.

#### **\*10- GRIEVANCE PROCEDURE**

The grievance procedure as outlined in Clause 8.01 of the NAPE - Laboratory and X-Ray Collective Agreement signed on 25 October 1990 is amended as follows:

- Step 1.        **No** change
- Step 2.        **Change** "Supervisor" to read "Regional Director or Site Manager as appropriate, in consultation with the ACEO - Acute Care."
- Step 3.        **Change** "Permanent Head" to read "Chief Executive Officer".
- Step 4        **Change** "Permanent Head" to read "Chief Executive Officer"

#### **\*11- LABOR MANAGEMENT COMMITTEES**

In accordance with Article 34 of the NAPE collective agreement individual Labor Management Committees will be held at the following sites.

- (1) Sir Thomas Roddick Hospital - Stephenville
- (2) Charles L. LeGrow Health Center - Port aux Basques
- (3) Calder Health Care Center - Burgeo
- (4) Bonne Bay Hospital - Norris Point
- (5) Rufus Guinard Health Care Center - Port Saunders
- (6) Western Memorial Regional Hospital

It is understood that Labor Management Committee meetings for LX bargaining units may be combined with Labor Management meetings for **NAPE** support staff bargaining units, when deemed practical to do so by both the employer and the union.

#### **\*12- PERSONAL FILES**

The official personal file will be maintained in a central Human Resources Department as determined by the employer. The employee who works at a site other than that where his / her file is maintained shall have the right to have that file delivered to his / her work site within three working days. The employees shall have the right to review his / her file as per Clause 35.03 of the collective agreement.

#### **\*13- OH&S COMMITTEES**

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

- (1) Sir Thomas Roddick Hospital - Stephenville
- (2) Charles L. LeGrow Health Center - Port aux Basques
- (3) Calder Health Care Center - Burgeo
- (4) Bonne Bay Hospital - Noms Point
- (5) Rufus Guinchard Health Care Center - Port Saunders
- (6) Western Memorial Regional Hospital

#### **\*14- STANDARDIZING PAY PERIODS**

The union acknowledges the employers right to standardize pay periods for all employees in the NAPE LX bargaining units in the Western region. The employer agrees not to reduce the amount of "take home pay" for any permanent NAPE member at the time the change is made.

#### **\*15- MUTUAL AGREEMENTS ON FILE ARTICLE 40.01**

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

#### **\*16- NAPE EMPLOYEES WORKING IN MORE THAN ONE BARGAINING UNIT**

NAPE LX employees who are working in more than one bargaining unit in the Western Region will be treated for seniority purposes as if that person was two individual employees.

#### **\*17- AMENDMENTS**

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

**\*18 - STANDARDIZING POLICIES**

The employer will endeavor to standardize policies, procedures, as well as rules and regulations in all sites where members covered by the NAPE LX collective agreement are employed.

**\*19. BENEFIT YEAR WHICH CURRENTLY ENDS 31 MARCH**

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

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

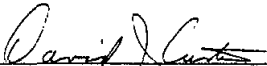
(B) The employer will review all inquiries from employees to ensure that the information posted is correct.

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

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

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

DATED THIS 20<sup>th</sup> DAY OF June, 1996.

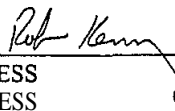
  
NEWFOUNDLAND ASSOCIATION  
OF PUBLIC EMPLOYEES


  
WESTERN HEALTH CARE BOARD


  
TREASURY BOARD

  
NEWFOUNDLAND AND LABRADOR  
HEALTH CARE ASSOCIATION

  
WITNESS

  
WITNESS  
WITNESS

  
WITNESS

  
WITNESS

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

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

**AND**

**THE NEWFOUNDLAND AND LABRADOR HEALTH CARE ASSOCIATION**  
**REPRESENTING THE CENTRAL WEST HEALTH CARE INSTITUTIONS BOARD**  
(herein after referred to as the Employer)

**AND**

**THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES**  
**LABORATORY AND X-RAY**  
(herein after referred to as the Union)

**May 6, 1996**

This agreement made this 6<sup>th</sup> day of May, one thousand nine hundred and ninety six in accordance with clause 40.01 of the NAPE Laboratory and X-ray Collective Agreement signed between the parties on October 25, 1990, herein after referred to as the Collective Agreement

1. Bargaining Unit Structure

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

- A.M. Guy Memorial Health Care Centre
- Baie Verte Peninsula Health Centre
- Central Newfoundland Regional Health Centre
- Green Bay Community Health Centre
- Dr. Hugh Twomey Health Care Centre
- Harbour Breton Hospital
- Lewisporte (Regional Clinic)
- St. Albans (Regional Clinic)

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

2. Transfer of Service

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

3. Job Postings

- a) Job postings **will** be posted as per the Collective Agreement
- b) Permanent positions shall be posted throughout all applicable facilities in the region.
- c) For any temporary positions, if the temporary position at a particular facility is less than 16 weeks, the Employer shall select a temporary employee at that particular facility; if the temporary position is expected to be greater than 16 weeks, it shall be posted in all applicable facilities.

4. Displacements

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of layoff, (including permanent employee reduction in hours of work) the following provisions **shall** apply:

- (a) For the purpose of layoff, temporary employees shall be less senior than any permanent employees.
- (b) **A** permanent employee whose position is affected by the Employer's decision to lay off shall have the right to either accept layoff or to displace the most junior employee in a bargaining unit classification in the facility provided that ~~he/she~~ is qualified to ~~perform~~ the work required, provided that ~~his/her~~ hours of work are not changed unless mutually agreed and provided the most junior employee is less senior. **An** employee displaced into a lower paying position shall maintain his/her rate of pay and be "red circled".

**A** permanent employee who has received notice of layoff shall be entitled to displace the most junior employee in a bargaining unit classification at another facility of his/her choice operated by the Employer only where the employee who has received notice of layoff does not have sufficient seniority to displace the most junior employee in the designated classification within his/her own facility. In any event, the foregoing provisions as they relate to the changes in hours of work, qualifications and rate of pay shall still be applicable.

- (c) Temporary employees shall be laid off in the reverse order of seniority in their respective recognized Departments or their recognized section of the Department at his/her particular facility provided that those temporary employees being retained are immediately qualified to do the work required.

In the event ~~of a~~ closure of ~~one of~~ the facilities under the Central West Board, temporary employees who are laid off as a result shall be entitled to displace less senior temporary employees within their recognized Departments or their recognized section of the Department at another facility operated by the Employer provided ~~he/she~~ is immediately qualified to do the work required. If the temporary employee does not have enough seniority to displace another temporary employee, his/her name shall be placed on the temporary seniority list in his/her respective department or recognized section of the Department of another facility of his/her choice with the Employer.

- (d) Subject to (b) above, permanent employees may displace permanent full-time, permanent part-time or temporary employees. **A** permanent employee who displaces a temporary employee shall maintain his/her permanent status.

- (e) For all displacements under this Clause, there shall be a two (2) month trial period in accordance with Clause 28.07 of the Collective Agreement.

5. Recall

- (a) Permanent employees shall be recalled before temporary employees provided that the permanent employees being recalled are qualified to do the work required.
- (b) Permanent employees shall be recalled in order of seniority at his/her particular facility or another facility provided that those permanent employees being recalled are qualified to perform the work required.

Permanent employees may be recalled to another facility and shall be recalled in order of seniority with the Employer provided that he/she notifies the Employer in writing upon layoff that he/she is willing to be recalled for work at another facility. The Employer shall advise the employees being laid off of their right to recall at other facilities operated by the same Employer.

- (c) Temporary employees shall be recalled in order of seniority in their respective recognized Departments or in their recognized section of the Department at his/her particular facility provided that they are immediately qualified to do the work required.

Recall of temporary employees shall be facility specific, based on the hours he/she has worked (seniority) at that particular facility.

If a particular facility closes, the temporary employees shall be able to use their seniority (accumulated at the closed facility) for recall at another facility. Where the parties agree that a particular facility has a significant reduction in permanent staffing, the parties shall agree to allow temporary employees at that facility to use their seniority for recall at another facility.

6. Grievance Procedure

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

Step I Employee submits grievance to Shop Steward

Step II Shop Steward presents grievance to the employee's immediate supervisor/facility manager

- Step III      Shop steward submits grievance to the Senior Operating Officer
- Step IV      Failing settlement at Step III, the Shop Steward presents grievance to the AED - Human Resources
- Step V      Either party may refer grievance to arbitration

7. Labour Management Committee Structure

Facility specific Labour Management Committee

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

Regional Labour Management Committee

- i.      equal representation from union and management
- ii.     to deal with regional issues, problems, and matters of mutual interest which are not properly the subject of grievance or negotiations; could deal with issues referred by facility specific Labour Management Committees
- iii.    meetings - at least quarterly
- iv.    alternating chairs

8. Personal Files

The official recognized personnel file for the purposes of Article 35 of the Collective Agreement shall be maintained at the facility the employee is working.

9. Travel

An employee, who is a NAPE LX member, who is required to travel on Employer business shall be compensated accordingly:

- i.      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 twenty-five (25) cents per kilometer.
- ii.     Payment for the use of private vehicles on the Employer's business shall be limited to the kilometer rate specified herein. The Employer assumes no liability for damage or other expenses arising as a result of the use of private vehicles.



- iii. If an employee is required to travel on the Employer's business then he/she shall be compensated for his/her transportation subject to i and ii above, and his/her lodging shall be paid by the Employer upon presentation of suitable receipts.

iv. **Meal Rates**

The per diem meal rate shall be:

	BREAKFAST	LUNCH	DINNER	TOTAL
ISLAND	\$ 6.31	\$ 9.00	\$14.00	\$29.31
LABRADOR	\$ 7.00	\$10.00	\$15.00	\$32.00
CANADA				\$43.00
U.S.				\$43.00 U.S.
OTHER				\$48.00

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

Thomas M. Jones  
Witness

Don Kates  
Don Kates

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

Lorne M. Bennett  
Witness

John Sheehan  
\_\_\_\_\_

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

Phyllis Leduc  
Witness

David J. & K-  
\_\_\_\_\_

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

Alchof  
Witness

Paul J. White  
\_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

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

**AND**

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

**AND**

**THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES**  
**LABORATORY AND X-RAY**  
(herein after referred to as the Union)

**April 8, 1996**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred and ninety six in accordance with clause 40.01 of the NAPE Laboratory and X-ray Collective Agreement signed between the parties on October 25, 1990, herein after referred to as the Collective Agreement

1. Bargaining Unit Structure

It is recognized that the Central East Health Care Institutions Board refers to one (1) Employer operating four facilities at different sites. The operating facilities with Laboratory and X-Ray employees represented by NAPE include:

- James Paton Memorial Hospital
- Brookfield Bonnews Health Care Centre
- Fogo Island Hospital
- Notre Dame Bay Memorial Hospital

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

2. Transfer of Service

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

3. Job Postings

- a) Job postings will be posted as per the Collective Agreement
- b) Permanent positions shall be posted throughout all applicable facilities in the region.
- c) For any temporary positions, if the temporary position at a particular facility is less than 16 weeks, the Employer shall select the senior, qualified temporary employee who has indicated a willingness, in writing, to work at that facility. If the temporary position is expected to be greater than 16 weeks, it shall be posted in all applicable facilities.

4. Displacements

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of layoff, (including a permanent employee who will have a reduction in hours of work) the following provisions shall apply:

- (a) For the purpose of layoff, temporary employees shall be less senior than any permanent employees.
- (b) A permanent employee whose position is affected by the Employer's decision to lay off shall have the right to either accept layoff or to displace the most junior employee in a bargaining unit classification in that facility provided that he/she is qualified to perform the work required, provided that his/her hours of work are not changed unless mutually agreed and provided the most junior employee is less senior. An employee displaced into a lower paying position shall maintain his/her rate of pay and be "red circled".  
  
A permanent employee who has received notice of layoff shall be entitled to displace the most junior employee in a bargaining unit classification at another facility of his/her choice operated by the Employer only where the employee who has received notice of layoff does not have sufficient seniority to displace the most junior employee in the designated classification within his/her own facility. In any event, the foregoing provisions as they relate to the changes in hours of work, qualifications and rate of pay shall still be applicable.
- (c) Temporary employees shall be laid off in the reverse order of seniority in their respective recognized Departments or their recognized section of the Department at his/her particular facility provided that those temporary employees being retained are immediately qualified to do the work required.

In the event of a closure of one of the facilities under the Central East Board, temporary employees who are laid off as a result shall be entitled to displace less senior temporary employees within their recognized Departments or their recognized section of the Department at another facility operated by the Employer provided he/she is immediately qualified to do the work required. If the temporary employee does not have enough seniority to displace another temporary employee, his/her name shall be placed on the temporary seniority list in his/her respective department or recognized section of the Department of another facility of his/her choice with the Employer.

- (d) Subject to (b) above, permanent employees may displace permanent full-time, permanent part-time or temporary employees. A permanent employee who displaces a temporary employee shall maintain his/her permanent status.
- (e) For all displacements under this Clause, there shall be a two (2) month trial period in accordance with Clause 28.07 of the Collective Agreement.

5. Recall

- (a) Permanent employees shall be recalled before Temporary employees provided that the permanent employees being recalled are qualified to do the work required.
- (b) Permanent employees shall be recalled in order of seniority at his/her particular facility or another facility provided that those permanent employees being recalled are qualified to perform the work required.

Permanent employees may be recalled to another facility and shall be recalled in order of seniority with the Employer provided that he/she notifies the Employer in writing upon layoff that he/she is willing to be recalled for work at another facility. The Employer shall advise the employees being laid off of their right to recall at other facilities operated by the same Employer.

- (c) Temporary employees shall be recalled in order of seniority in their respective recognized Departments or in their recognized section of the Department on the basis of Board wide seniority at his/her particular facility provided that they are immediately qualified to do the work required.

Recall of temporary employees shall be Board wide based on the hours he/she has worked. Temporary employees shall indicate in writing whether they wish to be recalled to more than one facility. Temporary employees who indicate such, in writing, shall be recalled at each facility in accordance with total seniority provided the employee is immediately qualified to perform the work required.

- (d) Subject to (c) above, should a temporary employee refuse recall to a particular facility due to temporary recall/employment at another facility, it shall be considered by the Employer to be refusal for just cause; and the employee will not lose any accumulated seniority as a result.
- (e) If a particular facility closes, the temporary employees shall be able to use their Board wide seniority for recall at another facility. Where the parties agree that a particular facility has a significant reduction in permanent staffing, the parties shall agree to allow temporary employees at that facility to use their Board wide seniority for recall, for work for which the employee is qualified, at another facility.

- (f) Notwithstanding the posting requirements of the collective agreement, no position from the required classification shall be posted while a permanent employee is on layoff from the classification.
- (g) Should a service be merged, the seniority list for temporary employees in that service shall be merged, and recall will be in accordance with total seniority.

6. Grievance Procedure

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

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

7. Labour Management Committee Structure

Facility specific Labour Management Committee

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

8. Travel

Laboratory and X-Ray employees, who are required to travel on Employer business shall be compensated accordingly:

- i. 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 twenty-five (25) cents per kilometer.
- ii. Payment for the use of private vehicles on the Employer's business shall be limited to the kilometer rate specified herein. The Employer assumes no liability for damage or other expenses arising as a result of the use of private vehicles.

- iii. If an employee is required to travel on the Employer's business then he/she shall be compensated for his/her transportation subject to i and ii above, and his/her lodging shall be paid by the Employer upon presentation of suitable receipts.

iv. **Meal Rates**

The per diem meal rate shall be:

	BREAKFAST	LUNCH	DINNER	TOTAL
ISLAND	\$ 6.31	\$ 9.00	\$14.00	\$29.31
LABRADOR	\$ 7.00	\$10.00	\$15.00	\$32.00
CANADA				\$43.00
U.S.				
OTHER				\$48.00



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

Beaton

Witness

James

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

Juliett

Witness

Joseph

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

Shirley Patten

Witness

David J. Cuthbert

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

all of

Witness

Witness

Paul J. Jones

MEMORANDUM OF AGREEMENT

BETWEEN

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

AND

THE NEWFOUNDLAND AND LABRADOR HEALTH CARE ASSOCIATION  
REPRESENTING THE PENINSULAS HEALTH CARE CORPORATION  
(herein after referred to as the Employer)

AND

THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES  
LABORATORY AND X-RAY  
(herein after referred to as the Union)

**MAY 1, 1997**

This agreement made this first day of May, one thousand nine hundred and ninety seven in accordance with clause 40.01 of the NAPE Laboratory and X-ray Collective Agreement signed between the parties on October 25, 1990, herein after referred to as the Collective Agreement and in accordance with the Master Memorandum of Agreement signed July 25, 1994.

**1. Bargaining Unit Structure**

The reference throughout the Collective Agreement to bargaining units refers to LX employees as defined by the Collective Agreement at the following facilities:

Grand Bank Community Health Centre  
Blue Crest Nursing Home  
U.S. Memorial Health Centre  
Burin Peninsula Health Care Centre  
Dr. G.B. Cross Memorial Hospital  
Bonavista Peninsula Community Health Centre

operated by the Employer as one (1) bargaining unit. The seniority list of NAPE LX permanent employees at all facilities within this Employer will be merged effective date of signing. The seniority list for temporary NAPE LX employees will be based on item 5 (b)(i) - definition of geographic area.

**2. Transfer of Services**

As of January 1, 1996, the employees of the above referenced facilities and clinics were transferred to the new Board. The Board recognizes the service of each of the employees as it was recognized by the previous Employer prior to the new Board assuming governance.

**3. Job Postings**

- (a) Job postings will be posted as per the Collective Agreement.
- (b) Subject to 4. (g), permanent positions shall be posted throughout all facilities in the Region.
- (c) Subject to item 5, for any temporary position, if the temporary position at a particular facility is less than sixteen (16) weeks, the Employer shall select the senior qualified temporary employee who has indicated a willingness, in writing, to work at that facility. If the temporary position

is 16 weeks or expected to be greater than sixteen (16) weeks, it shall be posted in all facilities under this Board.

#### 4. Displacements

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of layoff (including a permanent employee who **will** have a reduction in hours of work) the following provisions shall apply:

- (a) For the purpose of layoff, temporary employees shall be **less** senior than any permanent employees.
- (b) A permanent employee whose position is affected by the Employer's decision to lay off shall have the right to either accept layoff **or** to displace the most junior employee in a bargaining unit classification in his/her respective recognized Department **or** his/her recognized section of the Department provided that he/she is qualified to perform the work required, provided that his/her hours or work are not changed **unless** mutually agreed and provided the most junior employee is **less** senior. **An** employee displaced into a lower paying position shall maintain his/her rate of pay and be "red circled."

A permanent employee who has received notice of ~~layoff~~ shall be entitled to displace the most junior employee in a bargaining unit classification at another facility of his/her choice operated by the Employer only where the employee who has received notice of layoff does not have sufficient seniority to displace the most junior employee in the designated classification within his/her **own** facility. In any event, the foregoing provisions as they relate to the changes in hours of work, qualifications and rate of pay shall **still** be applicable. **An** employee being displaced by a more senior employee shall be deemed to have been given a notice of layoff at the same date that the notice was given to the senior employee.

- (c) Temporary employees shall be laid off in the reverse order of seniority in his/her respective recognized Departments **or** his/her recognized section of the Department at his/her particular facility provided that those temporary employees being retained are immediately qualified to do the work required.

In the event of a closure of one of the facilities under the Peninsulas Health Care Corporation, temporary employees who are laid off as a result shall be entitled to displace less senior temporary employees within his/her

recognized Departments or his/her recognized section of the Department at another facility operated by the Employer provided he/she is immediately qualified to do the work required. If the temporary employee does not have sufficient seniority to displace another temporary employee, his/her name shall be placed on the temporary seniority List in his/her respective Department or recognized section of the Department of any other facility of his/her choice with the Employer.

- (d) Subject to (b) above, permanent employees may displace permanent full time, permanent part time or temporary employees. A permanent employee who displaces a temporary employee shall maintain his/her permanent status.
- (e) For all displacements under this Clause, there shall be a two (2) month trial period in accordance with Clause 28:07 of the Collective Agreement.
- (f) as if

Notwithstanding Clause 28:03, no position from the required classification shall be posted while a permanent employee is on layoff from that classification. Laid off employees shall be recalled on a region wide basis in accordance with Article 30.

(g) Return to Former Classification:

- (i) When a permanent full time employee bumps out of his/her classification because of a layoff and if a position in the same classification becomes available within twenty-four (24) months, then the employee shall be offered the opportunity to return to his/her classification prior to the available position being posted. If the employee refuses to accept this offer, the Employer has no further obligation to offer a position to the employee in the same classification at that site.
- (ii) Permanent employees who move from his/her original primary place of work after April 1, 1997, on an involuntary basis, shall have the choice and option to return to that site before vacancies are posted Board wide. Should this provision conflict with article 28.00 or 30.00 of the collective agreement, the collective agreement will prevail.

- (h) (i) Permanent employees shall be recalled for temporary employment with the Employer if the permanent employee indicates when he/she is laid off that he/she is willing to work periods of temporary employment. Employees must identify one of the geographic areas as per 5 (b) (i) and 5 (d) for such periods of recall. In **such** cases, the permanent employee **will** be required to return to 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 within that geographic area. For such periods of temporary employment, he/she shall earn seniority on a permanent basis.
- (ii) It is the responsibility of the employee to keep the Employer informed of his/her current address and telephone number.

5. **Recall**

- (a) Permanent employees shall be recalled before temporary employees provided that the permanent employees being recalled are qualified to do the work required.
- (b) Permanent employees shall be recalled in order of seniority at his/her particular facility or another facility provided that those permanent employees being recalled are qualified to perform the work required.

Permanent employees may be recalled to another facility and shall be recalled in order of seniority with the Employer provided that he/she notifies the Employer in writing upon layoff that he/she is willing to be recalled for work as per 5 (b) (i). The Employer shall advise the employees being laid off of his/her right to recall at other facilities operated by the same Employer.

- (i) The geographic areas under this Board for LX employees shall be:
  - (a) Burin Peninsula; or
  - (b) Clarenville and Bonavista (Trans Canada Highway is dividing line).
- (c) Employees being recalled to a position with a lower pay range level than previously employed in and who refuse to work, shall *not lose his/her* seniority but they **will** forfeit his/her right to future recall in a position at the same pay range level.

- (d) Temporary employees who have worked in one or more sites with the Employer shall select in writing within 14 days of signing of this agreement, the geographic area i.e. Burin Peninsula or Clarenville and Bonavista (Trans Canada Highway is dividing line) in which they will work and identify the communities within that geographic area i.e. Burin, Grand Bank, St. Lawrence, Clarenville or Bonavista, where they **will** work. Temporary employees will be given the opportunity to change his/her selection of geographic area by September 15 of each year to be effective October 1 of that year. Such change **will** be considered permanent unless changed in a subsequent year. If these employees elect to work in a particular community or communities and he/she refuses to return to work when recalled in the community or communities selected, the employee **shall** lose his/her recall rights as a temporary employee to the community to which he/she refused recall, but he/she shall maintain recall rights for any other communities that he/she may have selected, unless recall was refused for just cause or illness.
- (e) Temporary employees shall be recalled in order of seniority in his/her respective recognized Department or in his/her recognized section of the Department on the basis of geography in 5 (b) (i) and seniority at his/her particular facility provided that they are immediately qualified to do the work required.
- Recall of temporary employees shall be in accordance with item 5 (b) (i) based on seniority. Temporary employees shall indicate in writing whether they wish to be recalled to more than one facility within the geographic area selected as per 5 (d) and 5(j). Temporary employees who indicate such, in writing, shall be recalled at each facility in accordance with total seniority provided the employee is immediately qualified to perform the work required.
- (f) Subject to (e) above, should a temporary employee refuse recall to a particular facility due to temporary recall/employment at another facility, it shall be considered by the Employer to be refusal for just **cause**; and the employee will not lose any accumulated seniority as a result.
- (g) If a particular facility closes, the temporary employees shall be able to use his/her seniority subject to 4. (c) for recall at another facility.
- (h) Notwithstanding the posting requirements of the Collective Agreement, no position from the required classification shall be posted while a permanent employee is on layoff from the classification.

- (i) The Employer will provide an orientation period to all employees transferring to a new site or service that will assist them in becoming acquainted with essential information such as policies and procedures and the physical environment, and **will** be given the opportunity to perform routines.
- (j) All temporary employees **will** be given the option by October 15 of each year (to be effective November 1 of each year) to remove his/her name, in writing, from the recall list for a particular community(ies) selected as per 5 (d). If his/her name is removed, the temporary employee will not be recalled for that site. In the event that an insufficient number of employees agree to have his/her name remain on a recall list for a specific community, the junior employees will be required to remain on the list to satisfy the operation requirements as identified by the Employer. If his/her name is removed, the temporary employee will not be recalled for that community(ies). Any of these temporary employees who have his/her names removed, may have his/her name put back on the recall list for those community(ies) by writing the Employer by March 15 of each year (to be effective April 1 of each year) provided that they have not lost his/her recall rights to that community. Temporary employees shall not be permitted to reverse his/her decision between October 15 and March 15.

## 6. Labour Management and Grievance Procedure

The employer proposes a combination of corporate wide and community specific labour Management Committees. Corporate wide would meet 3 times annually, and community specific would meet 3 times annually.

### Grievance Procedure

All steps are guided by time **limits** as outlined in the steps in the current collective agreement.

- Step 1 Employee submits grievance to Shop Steward.
- Step 2 Shop Steward presents grievance to the employee's immediate Supervisor.
- Step 3 Failing settlement at step 2, the Shop Steward presents grievance to the Director, Human Resources at the Dr. G.B. Cross Memorial Hospital, or the Human Resources Manager at the Burin Peninsula Health Care Centre.



Step 4 Failing settlement at step 3, the Shop Steward presents the grievance to the Vice President of Medical Services.

Step 5 Either party may refer grievance to arbitration.

7. Travel

Collective Agreement and/or Master Agreement will prevail. "If an employee is required to travel on the employer's business then he or she shall be compensated for his or her transportation subject to 32.02 and provided a meal allowance subject to 32.01. And his or her lodging shall be paid by the employer upon presentation of suitable receipts. Employees while travelling on employer's business who provide their own accommodation shall be paid \$15.00 per day."

8. Consolidations/Transfer of Services

The Peninsulas Health Care Corporation reserves the right to transfer staff on the basis of seniority as the result of service transfers within the geographic areas as identified in 5(b)(i). Employees who are currently commuting to work or as of the date of such notice of transfer is given, are commuting to work between the communities affected by this change, shall be expected to continue to do so. Employees who are transferred shall retain seniority, service and other recognized earned and portable benefits.

If there is a transfer of service outside an employee's geographic area and there are no associated downsizing of the service, the employees shall have the option of transferring with the service, accepting layoff or exercise his/her bumping option. Should they not transfer and bump to a lower classification, they will be "red circled."

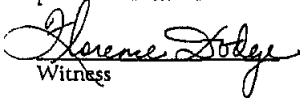
If there is a transfer of service outside an employee's geographic area and there is an associated downsizing of service, any positions remaining will be awarded to the employees in that service based on seniority. Any employee awarded a position based on the above shall have the option of accepting the position, accepting a layoff or exercise his/her bumping option. Should they not transfer and bump to a lower classification, they will be "red circled."

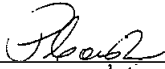
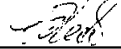
9. Standby/Call/Overtime/Escort

SITE (facility) specific

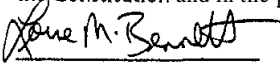
10. Employees shall be entitled to protest his/her **own** seniority on the merged seniority list in writing to the Human Resources Department within 60 days of posting.
11. Subject to the **terms** and conditions of the collective agreement, in the case of Lab Technicians, there **will** be no unequal treatment of permanent employees based **upon** his/her classification in the event of staff changes, provided employees being retained will be immediately qualified to **perform** the work required to meet the operational requirements of the employer.
12. This agreement **will** replace all previous transitions agreements signed by the parties.
13. This Agreement may be amended by mutual consent of the parties and shall expire upon the signing of a new Provincial Agreement with Lab and X-Ray employees or two **(2)** years from date of signing, which ever occurs **first**.


Signed on behalf of the Peninsulas Health Care Corporation by its proper officers in the presence of the witness hereto subscribing

  
Witness

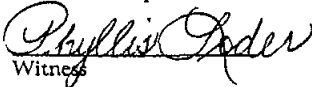
  



Signed on behalf of the Newfoundland and Labrador Health Care Association by proper officers on behalf of all hospitals and agencies listed in Schedule C in accordance with the Constitution and in the presence of the witness hereto subscribing

  
Witness

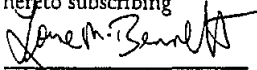
  
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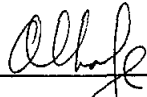
Signed on behalf of the Newfoundland Association of Public Employees by its proper officers in the presence of the witness hereto subscribing

  
Witness

  
\_\_\_\_\_

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

  
Witness

  
\_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

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

**AND**

**THE NEWFOUNDLAND AND LABRADOR HEALTH CARE ASSOCIATION**  
**REPRESENTING THE AVALON HEALTH CARE INSTITUTIONS BOARD**  
(herein after referred to as the Employer)

**AND**

**THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES**  
**LABORATORY AND X-RAY**  
(herein after referred to as the Union)

**May 6, 1998**

This agreement made this 15<sup>th</sup> day of July one thousand nine hundred and ninety eight in accordance with clause 40.01 of the ~~NAPE Laboratory~~ and X-ray Collective Agreement signed between the parties on October 25, 1990, herein after referred to as the Collective Agreement, and in accordance with the Master Memorandum of Agreement signed July 25, 1994.

1. Bargaining Unit Structure

It is recognized that the Avalon Health Care Institutions Board refers to one (1) Employer operating four facilities at different sites with LX employees represented by NAPE which include:

- Carbonear General Hospital
- Dr. A.A. Wilkinson Memorial Health Centre
- Dr. W.H. Newhook Community Health Centre
- Placentia Health Centre

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

2. Transfer of Service

As of April 1, 1995, the employees of the four (4) facilities were transferred to the Board. The Board recognizes the service of each of the employees as it was recognized by the previous Employer prior to the new Board assuming governance.

3. Job Postings

- a) Job postings will be posted as per Article 28 of the Collective Agreement.
- b) Permanent positions shall be posted throughout all applicable facilities in the region.
- c) For any temporary positions, if the temporary position at a particular facility is less than 16 weeks, the Employer will select a temporary employee at that particular facility; if the temporary position is expected to be greater than 16 weeks, it shall be posted in all applicable facilities.

Clauses i), ii), and iii) below shall apply only to job postings

- i) A temporary employee who is the successful applicant on a position having full-time hours of greater than sixteen (16) weeks which is located at another facility shall have his seniority transferred to the facility at which the position is located. Employees working full-time hours in a temporary position at a second facility **shall** not have recall rights to their initial facility.
- ii) Subject to Section 5(c), where the employee is working less than full-time hours, the employee may have recall rights to the initial facility during the period of employment at the second facility. The employee's seniority accrued at the initial facility at the time of appointment shall be maintained at the initial facility while working at the second facility. Seniority accrued while working at the second facility will be maintained at the second facility during the period of temporary employment.
- iii) Upon completion of the temporary employment, the employee shall advise the Employer in writing of whether he will take the total seniority accumulated while working at the second facility with him back to the initial facility, or whether the total accumulated seniority while working at the second facility shall be retained at that facility for the purpose of future recall to the facility.

4. Layoff/Displacement

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of layoff, (including a permanent employee's reduction in hours of work) the collective agreement and the following provisions shall apply:

- (a) Notice of layoff shall be provided to employees as per Clause 30.03 of the Collective Agreement.
- (b) For the purpose of layoff, temporary employees shall be less senior than any permanent employees.
- (c) A permanent employee whose position is affected by the Employer's decision to lay off shall have the right to either accept layoff or to displace the most junior employee in a bargaining unit classification in the recognized department or section of the department in that facility provided that he/she is qualified to perform the work required, provided that his/her hours of work are not changed

unless mutually agreed and provided the most junior employee is less senior. **An** employee displaced into a lower paying position shall maintain his/her rate of pay and be "red circled".

A permanent employee who has received notice of layoff **shall** be entitled to displace the most junior employee in a bargaining unit classification at another facility of his/her choice operated by the Employer only where the employee who has received notice of layoff does not have sufficient seniority to displace the most junior employee in the designated classification within his/her own facility. In any event, the foregoing provisions as they relate to the changes in hours of work, qualifications and rate of pay shall still be applicable.

- (d) Temporary employees shall be laid off in the reverse order of seniority in their respective recognized Departments or their recognized section of the Department at his/her particular facility provided that those temporary employees being retained are qualified to do the work required. Should the employee be unable to displace at his/her particular facility he/she shall displace at another facility in their respective recognized department or section of the department provided he/she is qualified to perform work required.
- (e) In the event of closure of a facility, temporary employees at that facility who wish to have the opportunity to be recalled to other facilities shall advise the Employer in writing of those facilities to which they would be willing to be recalled. The parties agree to allow temporary employees at that facility to use their seniority for recall at another facility provided the temporary employee is qualified to do the work required.
- (f) Subject to (b) above, permanent employees may displace permanent full-time, permanent part-time or temporary employees. A permanent employee who displaces a temporary employee shall maintain his/her permanent status.
- (g) For all displacements under this Clause, there shall be a two (2) month trial period in accordance with Clause 28.07 of the Collective Agreement.
- (h) If a permanent or temporary employee is transferred, bumped or recalled to a new service or site, the Employer will determine and provide an appropriate familiarization period.

## 5. Recall

- (a) Permanent employees shall be recalled before temporary employees provided that the permanent employees being recalled are qualified to do the work required.

- (b) Permanent employees shall be recalled in order of seniority at his/her particular facility or another facility provided that those permanent employees being recalled are qualified to perform the work required.

Permanent employees may be recalled to another facility and shall be recalled in order of seniority with the Employer provided that he/she notifies the Employer in writing upon layoff that he/she is willing to be recalled for work at another facility. The Employer shall advise the employees being laid off of their right to recall at other facilities operated by the same Employer.

- (c) Temporary employees shall be recalled in order of seniority in their respective recognized Departments or in their recognized section of the Department at his/her particular facility provided that they are immediately qualified to **do** the work required. Recall of temporary employees shall be facility specific, based on the hours he/she has worked (seniority) at that particular facility.

Subject to 3(c)(ii), temporary employees may be recalled to more than one facility dependent upon the Employer's operational requirements. Temporary employees working at more than one facility shall not accumulate more than 1820 hours seniority per annum. **Any** premiums such as overtime, consecutive work premium, hours of work, etc. shall be waived if the premium is incurred as a direct result of working at more than one facility. Seniority for those employees shall be accumulated on a facility specific basis and combined only for the purpose of Article 28 of the Collective Agreement. A temporary employee who is recalled to a second facility while currently working in another shall be considered to have just cause for refusal of recall at the second facility, however, he will not be credited with seniority for the ~~shift~~ he is unable to work at the second facility.

#### Grievance Procedure

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

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



7. Labour Management Committee Structure

Facility specific Labour Management Committee

- i. structured as per current Collective Agreement to deal with facility specific issues with the exception that the Administrator may appoint a designate to attend in his absence.

Regional Labour Management Committee

- i. equal representation from union and management
- ii. to deal with regional issues, problems, and matters of mutual interest which are not properly the subject of grievance or negotiations; could deal with issues referred by facility specific Labour Management Committees
- iii. meetings - at least quarterly
- iv. alternating chairs

The Employer will provide appropriate time off for travel and the meeting

8. Travel

Laboratory and X-Ray employees who are required to travel on Employer business shall be compensated accordingly:

- i. 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 twenty-five (25) cents per kilometer.
- ii. Payment for the use of private vehicles on the Employer's business shall be limited to the kilometer rate specified herein. The Employer assumes no liability for damage or other expenses arising as a result of the use of private vehicles.
- iii. If an employee is required to travel on the Employer's business then he/she shall be compensated for his/her transportation subject to (i) and (ii) above, and his/her lodging shall be paid by the Employer upon presentation of suitable receipts.

- iv. Meal Rates  
The per diem meal rate shall be:

	Breakfast	Lunch	Dinner	Total
Island	\$6.31	\$9.00	\$14.00	\$29.31
Labrador	\$7.00	\$10.00	\$15.00	\$32.00
Canada				\$43.00
USA				\$43.00 US
Other				\$48.00

- v. Employees while travelling on Employer business, who provide their own accommodations shall be paid fifteen dollars (\$15) per day.
- vi. After each period of three (3) consecutive nights in overnight travel, the employee shall be entitled to one three (3) minute person to person telephone call.

9. Personal Files

Employees have the right to view their personal files as per Article 35 of the collective agreement. With the exception of Placentia Health Centre, all employee personal files shall be located at Regional office at Carbonear General Hospital. An employee shall have his file delivered, in a confidential manner, to his work site within three (3) working days of his request.

10. Workers' Compensation

The Employer will review the case of all long-term recipients of Workers' Compensation benefits who are currently not working to ascertain if suitable employment is available in the newly formed larger bargaining unit.

11. Utilization of Employees at More Than One Facility


Permanent employees shall have a primary facility, however, employees may be utilized at more than one facility where the Employer's operational requirements necessitate such utilization. In such instances, the Employer will provide those qualified permanent employees with the option to work at another facility. Where senior permanent employees do not wish to avail of such work, the junior employee(s) will be required to perform the work required at the other facility. Permanent

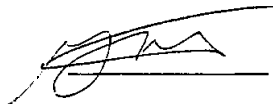
employees shall be provided with as much notice as possible if they are required to work at another facility in another community. For the purpose of this section community shall mean Carbonear, Placentia, Old Perlican and Whitbourne.

12. Additional Work for Pan-Time Employees

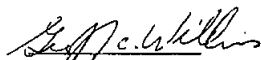
**As** per the recent provincial Lab and X-Ray Memorandum of Settlement signed on March 9, 1998, the mechanism for recalling permanent pan-timers over temporary employees for shifts (or vice versa) shall be agreed to at the local level.

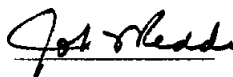
Signed on behalf of the Avalon Health Care Institutions Board by its proper officers in the presence of the witness hereto subscribing

  
Witness


  
\_\_\_\_\_

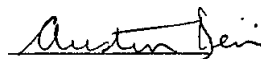
Signed on behalf of the Newfoundland and Labrador Health Care Association by proper officers on behalf of all hospitals **and** agencies listed in Schedule C in accordance with the Constitution and **in** the presence of the witness hereto subscribed

  
Witness

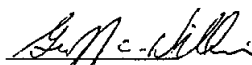
  
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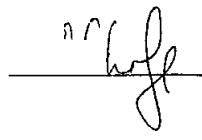
Signed on behalf of the Newfoundland Association of Public Employees by its proper officers in the presence of the witness hereto subscribing

  
Witness

  
\_\_\_\_\_

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

  
Witness

  
\_\_\_\_\_

May 6, 1998

Ms. Phyllis Loder  
Employee Relations Officer  
Nfld. Association of Public Employees  
P.O. Box 8100  
St. John's, NF  
A1B 3M9

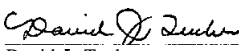
Re: *Weekend Staffing at A.A. Wilkinson Memorial Hospital*

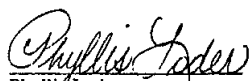
Dear Ms. Loder:

This is to confirm that the parties agree that the current practice at A.A. Wilkinson Memorial Hospital as it relates to staffing in Lab and X-Ray shall continue.

Specifically;

- 1) Employees on call during weekends shall work between 12 p.m. - 3 p.m., and shall be compensated by receiving time off in lieu at the appropriate overtime rate.
- 2) The time off in lieu is to be scheduled during those periods when there are at least two technicians on duty at the hospital.
- 3) Employees on call during weekends who are called to work between the hours of 8 a.m. and 12 p.m. on Saturdays and Sundays, will not claim entitlement to callback pay but rather be compensated by taking the time worked off in lieu at a later date at the callback rate. Again, the time off in lieu will be scheduled during those periods when there are at least two technicians on duty at the hospital.

  
David J. Tucker  
AED, Human Resources

  
Phyllis Loder  
Employee Relations Officer. NAPE

May 6, 1998

Ms. Phyllis Loder  
Employee Relations Officer  
Nfld. Association of Public Employees  
P.O. Box 8100  
St. John's, NF  
A1B 3M9

**RE: *Rest Periods and Days Off at Carbonear General Hospital (NAPE LX)***

Dear Ms. Loder:

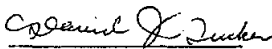
This is to confirm that the parties agree that the current practice at Carbonear General Hospital in the Laboratory and X-Ray Department shall continue as it relates to the above noted matters.


Rest Periods

Employees who have indicated a desire to do so, shall continue to be scheduled for shifts with an eight (8) hour rest period in between shifts instead of the sixteen (16) hour rest period.

Days Off

Employees who have indicated a desire to do so, shall continue to split their days off instead of receiving them consecutively.

  
David J. Tucker  
AED, Human Resources

  
Phyllis Loder  
Employee Relations Officer, NAPE


May 6, 1998


Ms. Phyllis Loder  
Employee Relations Officer  
Nfld. Association of Public Employees  
**P.O. Box 8100**  
St. John's, NF  
A1B 3M9

**RE: Twelve Hour Shifts at Dr. Wm. Newhook Community Health Centre (NAPE LX)**

Dear Ms. Loder:

This is to confirm that the parties agree *that* the current practice at Dr. Wm. Newhook Community Health Centre to schedule NAPE LX employees for twelve **(12)** hour shifts shall continue as per past practice.

  
David J. Tucker  
AED, Human Resources

  
Phyllis Loder  
Employee Relations Officer, NAPE

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# **TRANSITION AGREEMENT**

**BETWEEN**

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

**AND**

**THE NEWFOUNDLAND AND LABRADOR HEALTH CARE ASSOCIATION**

**REPRESENTING THE HEALTH CARE CORPORATION OF ST. JOHN'S**  
(herein after referred to as the Employer)

**AM)**

**THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES**  
(herein after referred to as the Association)



HEALTH CARE CORPORATION OF ST. JOHN'S  
NAPE LX TRANSITION AGREEMENT

This Agreement made this 19<sup>th</sup> day of June, one thousand nine hundred and ninety-six, in accordance with Clause 40:01 of the LX Collective Agreement signed between the parties on October 25, 1990, and the Memorandum of Understanding (April 1, 1993 - March 31, 1994) and the Master Agreement signed on July 25, 1994, hereinafter, referred to as the Collective Agreement.

**1.**

It is recognized that the Health Care Corporation of St. John's refers to one (1) Employer operating at the following sites:

- Dr. Charles A. Janeway Child Health Centre, Pleasantville, St. John's
- Dr. Leonard A. Miller Centre, St. John's (including the Public Health Laboratories)
- Dr. Walter Templeman Health Care Centre, Bell Island
- General Hospital, St. John's
- St. Clare's Mercy Hospital, St. John's
- Salvation Army Grace General Hospital, St. John's
- Waterford Hospital, St. John's,

The reference throughout the Collective Agreement to bargaining units refers to employees who are LX members as defined by the Collective Agreement at all sites operated by the employer as one single bargaining unit. The seniority lists of permanent NAPE LX employees at all sites, within this Employer, will be merged. The temporary seniority lists will remain site specific.

It is understood by the parties that only language within this Transition Agreement may alter the current Collective Agreement, Memorandum of Understanding and the Master Agreement covering LX employees.

**2. Transfer of Services**

- (a) Subject to 2(c) it is recognized that the Employer reserves the right to transfer

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employees between sites as a result of service transfers.

- (b) All employees will be assigned a primary site of work. It is recognized that certain permanent employees may be required to work on a multi-site basis or have Corporate-wide responsibilities. These individuals will be given written notification of this requirement.

The Employer will maintain site-specific recall lists for temporary employees at all sites. However, it is recognized that there will be extraordinary circumstances when it may be necessary to require a permanent employee to work at a site other than their primary site of work. When possible, notice will be given.

In the case of Bell Island, a list of temporary employees from all sites within the Corporation will be developed for recall to Bell Island, when no employees from Bell Island site (permanent or temporary) are available to do the work. Temporary employees who agree to work on Bell Island will be placed on a separate temporary list in order of their seniority with the Corporation. Seniority earned on Bell Island will be maintained on a separate list. Temporary employees will also maintain recall rights at their original site.

- (c) Employees who are affected by service transfer shall not have access to lay off or displacement options unless there is an associated downsizing of positions within the service. Where there is an associated downsizing of positions within the service the Employer will offer employees, on the basis of seniority, the choice of transferring with the service or accessing lay off/displacement. If there are not enough employees interested in transferring with a service, the Employer reserves the right to transfer and the affected employees will be the most junior employees.
- (d) If a transfer of service to another site occurs where the combined service cannot accommodate all employees, then the laid off/displaced employee(s) will be the most junior employees in the classification in that service or recognized section and will have access to lay-off/displacement.
- (e) Where the employer and union agree in writing, the employee may have an extension of the trial period outlined in Article 23.07.

### 3. **Familiarization Period**

The Employer will provide a one (1) month paid familiarization period to all permanent employees or temporary employees with a work commitment greater than sixteen (16) weeks, transferred, bumped, etc., to a new site or service that will assist them in becoming acquainted with essential information such as policies and procedures, and the physical environment and will be given the opportunity to perform routines. The Employer shall provide a two (2) day paid familiarization period, upon recall, to all temporary employees transferring to a new site or service. The fact that a temporary employee has never worked at a particular site will not prevent the Employer from recalling that employee provided they are immediately qualified to do the work required.

### 4. **Job Postings**

In accordance with clause 28.03 all employees may apply for both temporary and permanent positions on a Corporate-wide basis. For any temporary positions, if the temporary position at a particular site is expected to be less than 16 weeks, the Employer shall select a temporary employee at the particular site; if the temporary position exceeds 16 weeks, it shall be posted in all applicable sites.

### 5. **Layoff/Displacements and Recall**

#### ***5.1 Layoff and Displacement***

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of layoff, (including permanent employee reduction in hours of work) the following provisions shall apply:

- (a) For the purpose of layoff, temporary employees shall be less senior than any permanent employees.
- (b) Notwithstanding clause 30.01(a) a permanent employee whose position is affected by the Employer's decision to lay off or reduction in hours of work shall have the right to either accept layoff or to displace (a) the most junior employee in a bargaining unit classification in the recognized department or section of the Department in the site or in the Corporation, or (b) the most junior employee in a bargaining unit classification in the site or in the Corporation in accordance with clause 28.06 (b) provided

that he/she is qualified to perform the work required, provided that his/her hours of work are not changed unless mutually agreed and provided the most junior employee is less senior. An employee displaced into a lower paying position shall be "red circled". This will occur only when there are no equivalent or higher classifications available.

- (c) With the closure, downsizing, amalgamation or consolidation of any one site or section of a Department under the Health Care Corporation of St. John's, temporary employees who are laid off as a result shall be entitled to displace less senior temporary employees within their recognized Department or their recognized section of the Department at another site operated by the Employer provided he/she is immediately qualified, subject to Item # 3, to do the work required.

If the temporary employee does not have enough seniority to displace another temporary employee, his/her name shall be placed on the temporary seniority list in his/her respective Department or recognized sections of the Department at another site of his/her choice With the Employer.

- (d) Subject to (b) above, permanent employees may displace permanent full-time, permanent part-time or temporary employees. A permanent employee who displaces a temporary employee shall maintain his/her permanent status.
- (e) For all displacements under this Clause, there shall be a two (2) month trial period in accordance with Clause 28.07 of the Collective Agreement. Where the employer and the union agree in writing, the employee may have an extension of the trial period.
- (f) When a permanent employee bumps out of his/her classification because of a layoff and if a position in the same classification becomes available within twenty-four (24) months, then the employee shall be offered the opportunity to return to his/her classification provided they are qualified to perform this work, prior to the available position being posted. If the employee refuses, the Employer has no further obligation to offer a position to the employee in the same classification.

- (g) Once an employee has been given notice of layoff/displacement by the Employer and, after their options have been explained to them, the employee will be given one week to inform the Employer whom they wish to displace. In extenuating circumstances or where options change, **an** employee will be given an additional three working days to inform the Employer where they wish to displace.

## 5.2 Recall

- (A) In accordance with Clause 30.01 (A) **permanent** employees will be laid off or recalled Corporate-wide in order of their seniority.
- (B) In accordance with 30.01 (b) temporary employees will be laid off **or** recalled rite-specific in order of their **seniority** at their specific site.
- (C) If a particular site or section of a department closes, through downsizing, amalgamation or consolidation, the temporary employees shall be able to use their seniority (accumulated at the closed site) for recall at another site. Where the parties agree that a particular site has a significant reduction in permanent **staffing**, the parties **shall** agree to allow temporary employees at that site to use their seniority for recall at an appropriate site provided he/she is immediately qualified, subject to Item #3, to do the work required.
- (D) Permanent employees shall be recalled for temporary employment with the Employer if the permanent employee indicates when he/she ~~is~~ laid off that he/she **is** willing to work periods of temporary employment. In such cases, the permanent employee will be required to **return** to 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 at that site but he/she shall continue to have recall rights at other sites. For such periods of temporary employment he/she shall **earn** seniority on **a** permanent basis.
- (E) It ~~is~~ the responsibility of the employee to keep their Employer informed of his/her current address and telephone number.
- (F) Employees shall have the option to **return** to their former site if services are transferred back to the employees original work site based on seniority.

## 6. Grievance Procedures

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

- |          |   |
|----------|---|
| Step I   | Employee submits grievance to Shop Steward  |
| Step II  | Shop Steward presents grievance to the employee's immediate supervisor/site manager.                        |
| Step III | Failing settlement at Step II, the Shop Steward presents grievance to the Vice President - Human Resources. |
| Step IV  | Either party may refer grievance to arbitration.  |

## 7. Travel

**An** employee, who is a NAPE LX member, who is required to travel on Employer's business shall be compensated accordingly:

- 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 twenty-five **(25)** cents per kilometre.
- 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 Employer's business then he/she shall be compensated for his/her transportation subject to (a) and (b) above, and his/her lodgings shall be paid by the Employer upon presentation of suitable receipts.

d. **Meal Rates**

- (i) The per diem meal rate shall be:

	<b><u>Breakfast</u></b>	<b><u>Lunch</u></b>	<b><u>Dinner</u></b>	<b><u>Total</u></b>
Island	\$6.31	\$ 9.00	\$14.00	\$29.31
Labrador	\$7.00	\$10.00	\$15.00	\$32.00
Canada				\$43.00
<b>US</b>				\$43.00 (US)
Other				\$48.00

- (ii) In areas where the cost of meals **is** likely to exceed these rates, based on the opinion of the Department Head, vouchered expenses may **be** submitted for reimbursement in accordance with Corporation Policy.

- e. Employees while travelling on Employer business, who provide their own accommodation shall be paid fifteen dollars (\$15.00) per day.
- f. After each period ~~of~~ three (3) consecutive nights in overnight travel, the employee shall be entitled to one (1) three (3) minute person to person telephone call.

8. **Seniority List**

Employees will have 60 days to protest seniority from the date the combined list is posted at all Sites. The protest shall be **submitted** in writing to the site Human Resources Department. Fifteen (15) days after the December 28, 1995 list ~~has~~ been posted for thirty (30) days, it will be re-posted with all identified errors corrected.

9. **Date to Determine Seniority**

The seniority date of employees shall be determined **as** of the last pay day before the Employer gives notice of layoff, providing the Employer **is** utilizing **a** centralized payroll system by that date.

10. **Equal Seniority**

If the situation should develop whereby two (2) or more employees have the same seniority, the **seniority shall** be broken by random draw, **i.e.**, drawing names from a hat.

A Union representative, together with the individuals whose names are in the hat, or their designates, are entitled to be present with management when the draw takes place.

11. **Waterford Hospital**

Employees who are assigned/transferred to the Waterford Hospital with a new/consolidated service shall not receive maximum contact pay and shall not be covered by the HARTT Pension Plan.

Employees who are assigned/transferred to an existing service at the Waterford Hospital shall receive maximum contact pay and be covered by the HARTT Pension Plan.

Employees who are assigned/transferred to an existing service at the Waterford Hospital on a part-time basis shall receive maximum contact pay on a prorated basis.

Employees who are involuntarily moved out of the Waterford Hospital will have their salary (inclusive of contact allowance) red-circled. These employees will continue to be covered by the HARTT Pension Plan.

12. **Former CUPE Employees**

Former CUPE employees working at the Grace Hospital will have their annual salary red-circled and will work 7 hours daily until the LX salary scales become equivalent to the employees' current annual salary. These provisions will become effective the date of reaching a tentative Transition Agreement and will have no retroactive application.

13. **Laboratory Technicians**

In keeping with the concerns of the union for senior technicians, the restructuring of Lab/X-RAY services within the Corporation will not be used as an opportunity to eliminate this classification of employees.

14. **Accumulation of Sick/Annual Leave**

The Employer will commit to centralizing the payroll system and standardizing all benefits from site to site, such as the accumulation of annual leave, sick leave, statutory holidays taken and pay days.



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15. **Statutory Holidays**

The ninth Statutory Holiday at all sites will be Armistice Day.

16. **Former HS Employees Involuntarily Classified into the LX Bargaining Unit**

Former HS employees involuntarily classified in the LX Bargaining Unit without a break in service will receive their full service for seniority purposes. This provision will have no retroactive application.

17.

The Employer will review all long-term recipients of Workers' Compensation benefits to ascertain if suitable employment is available in the newly formed larger bargaining unit..

18. **Notice Period**

This Transition Agreement shall be in force and effect for one (1) year from the date of signing unless otherwise mutually agreed between the parties.

**LETTER OF UNDERSTANDING**

Ms. Phyllis Loder  
Employee Relations Officer  
Newfoundland Association of Public Employees  
P.O. Box 8100  
St. John's, NF  
A1B 3M9

**Re: Employees Working at More Than One (1) Site**

This is to confirm our understanding that the Corporation and NAPE will identify and discuss situations where employees, prior to the amalgamation of the Bargaining Unit, were holding a position outside their primary site of work. Where the parties mutually agree, some employees may have these arrangements maintained and appropriate provisions of the Collective Agreement waived (e.g., overtime, hours of work, consecutive work premium, etc.).

Sincerely,

Stephen C. Dodge  
Vice President - Human Resources  
Health Care Corporation

Letter of Intent

Ms. Phyllis Loder  
Employee Relations Officer  
Newfoundland Association of Public Employees  
**P.O. Box 8100**  
**St. John's, NF**  
**A1B 3M9**

Dear Ms. Loder:

When the number of sites employing LX employees is reduced to two main sites, the Employer will enter into discussions with the **Union** regarding the possibility of **maintaining** one temporary recall list Corporate-wide.

Sincerely,

Stephen C. Dodge  
Vice President • **Human** Resources

Letter of Intent

Ms. Phyllis Loder  
Employee Relations Officer  
Newfoundland Association of Public Employees  
P.O. Box 8100  
St. John's, NF  
A1B 3M9

**Dear** Ms. Loder:

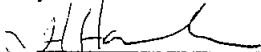
Concerning the red circling provision (Item #11) which has been provided to Waterford Hospital employees, when the actual salary scale for a position whose incumbent has his/her salary "red circled" (inclusive of contact pay) reaches or surpasses the "red circled" amount, the salary scale for the position shall then apply. (General increases for contact allowance shall ~~not~~ be applied to employees having contact allowance red circled.) When this occurs, it will not cause the individual involved to become ineligible for the HARTT Pension Plan. Such individuals will still qualify for the HARTT Pension Plan.

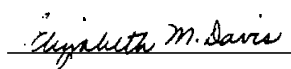
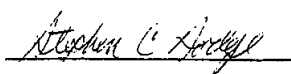
I trust that ~~the~~ above clarifies the matters in question.

Sincerely,

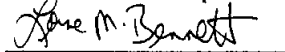
Stephen C. Dodge  
Vice President  
Human Resources


Signed on behalf of the Health Care Corporation of St. John's by its proper officers in the presence of the witness hereto subscribing

  
Witness

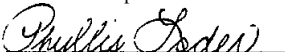
  



Signed on behalf of the Newfoundland and Labrador Health Care Association by proper officers on behalf of all hospitals and agencies listed in Schedule C in accordance with the Constitution and in the presence of the witness hereto subscribing

  
Witness



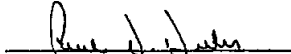
Signed on behalf of the Newfoundland Association of Public Employees by its proper officers in the presence of the witness hereto subscribing

  
Witness



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

  
Witness



**SCHEDULE J**  
**SALARY DEFERRAL PLAN**

***Policy Statement***

Employees may avail of a deferred salary leave plan, designed to help plan and finance a leave of absence for periods of 6 - 12 months.

***Application***

This policy applies to all employees. Bargaining unit employees should also consult their respective collective agreements.

***Definitions***

***Deferral Period*** the period of time during which participating employees defer a portion of their salary

***Leave Period*** the period of time, immediately following the deferral period, during which participating employees are on a leave of absence from work

***Taxation year*** based on the January 1 to December 31 calendar year

***Responsibilities***

Department

It is the responsibility of individual departments to:

- ensure that employee participation in the Deferred Salary Leave Plan will not adversely affect operational requirements;
- review employee requests and approve requests where feasible.

Employee

It is the responsibility of employees to:

- review the Deferred Salary Leave Plan options and understand the implications of participation;
- ensure that they are financially able to participate in the Plan.

### ***Enrolment***

Employees wishing to participate in the Plan must make written application to their Deputy Ministers, providing as much advance notice as possible.

Deputy Ministers may approve employees' requests based on the operational requirements of the department during the employees anticipated absence.

Employees **will** be notified, within three months of their request, of their approval to participate in the Plan.

Approved requests **will** be sent to the Government Accounting Division of Treasury Board Secretariat **who** administer the Plan. Once the approved request **is** received the employee will be placed on the deferred salary payroll.

### ***Administration***

The minimum leave period **is** 6 months, except where an employee is attending a designated educational institution on a full time basis; in this case the minimum period of leave **is** 3 months. The maximum period of leave is 12 consecutive months, starting immediately after the deferral period.

The period over which an employee may defer salary may not exceed 6 years.

Employees can defer a maximum of 33 1/3% of their gross salary in a taxation year.

The following table presents examples of calculations for Plan participation:

Plan Option	Percentage of Salary Deferred	Deferral Period	Leave Period	% of Normal Salary During Plan
1 over 1.5 years	33 1/3%	1 year	2 <sup>nd</sup> year (6 mos.)	66 2/3%
2 over 3 years	33 1/3%	2 years	3 <sup>rd</sup> year	66 2/3%
3 over 4 years	25%	3 years	4 <sup>th</sup> year	75%
4 over 5 years	20%	4 years	5 <sup>th</sup> year	80%
5 over 6 years	16 2/3%	5 years	6 <sup>th</sup> year	83 1/3%
6 over 7 years	14%	6 years	7 <sup>th</sup> year	86%

Over the period of Plan participation, an employee's salary plus the percentage of salary deferred must equal 100% of the employee's pre-plan salary.

The percentage of gross salary to be received by the employee is fixed for the deferral period and the leave period.

The deferred portion of an employee's salary will be deposited into **an** account with the Government of Newfoundland and Labrador. This account accrues interest which must be paid to the employee at the end of each calendar year. This interest is considered to be income from employment, and is therefore subject to income tax for the year in which it was earned. The interest rate, on the deferred portion of an employee's salary will be the rate of interest **earned** by Government on its bank accounts

For taxation purposes Canada Customs and Revenue Agency requires that at the end of the leave period, employees **return** to the Employer under whom they participated in the deferred salary leave program for, at least the same amount of time as the leave period. **As** such, the Deferred Salary Leave Plan cannot serve as an early retirement program.

#### ***Salary and Benefits During Deferral and Leave Periods***

During the deferral period, employees continue to receive their normal salary less the amount they have chosen to contribute to the Plan.

During the leave period, an employee's **gross** annual salary will consist of the sum of the contributions made to the Deferred Salary Leave Plan during the deferral period, plus interest. Salary will be received through the normal payroll procedures.

Income tax information slips (T4) for the completion of participating employee's tax return will reflect that portion of salary actually received in the taxation year.

The interest **earned** on the deferred portion of an employee's salary will be considered to be employment income. This interest amount is taxable as employment income and will be included on T4 slips. Income tax information slips **will** be issued yearly as the interest is paid.

Employment status will be that **of** leave without pay. The provisions and cost-sharing arrangements for employee benefits **will** be consistent with the Human Resources Policy Manual and collective agreements

While on leave no payments will be made for:

- overtime;
- call back;
- stand-by;
- automobile allowance;
- Labrador allowance;
- sickleave;
- family responsibility leave;



- annual leave;
- paid leave;
- statutory holidays; or
- any other monetary compensation provided to employees who are at work

No annual leave, sick leave or paid leave will be credited while employees are on the leave period portion of the Deferred Salary Leave Plan. This time will not be counted toward the requirements for service to achieve additional annual leave or paid leave credits and will not be recognized for severance pay purposes. The leave period, however, will not be considered a break in service.

Employees may purchase their deferred salary leave periods for pension credits on return to work.

### ***Withdrawal From the Plan***

Once approved for participation in the Deferred Salary Leave Plan, employees may withdraw from the Plan prior to the leave period only under exceptional circumstances such as:

extreme financial hardship;  
 death;  
 total and permanent disability;  
 transfer to another position where Plan participation is not approved;  
 lay-off, termination or resignation.

Employees who wish to withdraw from the Plan must inform their Deputy Minister in writing outlining the reasons for the request. The Deputy Minister will then forward this information to the Government Accounting Division of Treasury Board Secretariat who will review the case and decide if it meets the criteria for withdrawal.

Employees who are permitted to withdraw from the Plan will receive a refund of their contributions plus the accrued interest on the contributions. Refunds will be made within 90 days of the approval to withdraw from the Plan

The lump sum payment refunded to an employee is subject to Canada Pension Plan (CPP) contribution. This CPP contribution would be based on the gross amount of the payment using the employee contribution rate for the year in which the withdrawal occurs.

Unless specifically requested by the employee, the Government Accounting Division of Treasury Board Secretariat will apply the lump sum income tax rate to the refund amount.

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***Returning From Leave***

Employees returning from the Deferred Salary Leave Plan will be:

- assigned to the same or equivalent position held prior to going on leave; and
- eligible for the same step in the salary scale paid prior to going on leave.

June 14, 2004

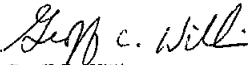
Mr. Gerard Ward  
Employee Relations Officer  
Newfoundland Association of Public Employees  
P.O. Box 884  
Comer Brook, NF  
A2H 6H6

Dear Mr. ~~Ward~~:

Re: **Occupational** Health and Safety

This will confirm the understanding reached during negotiations that where an employee alleged discrimination under Section 49 of The Occupational Health and Safety Act (1978), the complaint may be processed under the Grievance and Arbitration Procedures of this collective agreement.

Sincerely,



Geoff C. Williams  
Director of Labour Relations

June 14, 2004

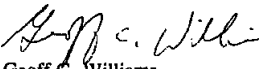
Mr. Gerard Ward  
Employee Relations Officer  
Newfoundland Association of Public Employees  
P.O. Box 884  
Corner Brook, NF  
A2H 6H6

Dear Mr. Ward:

Re: Occupational Health and Safety Act

All employees shall be covered by the terms of the Occupational Health and Safety Act.

Sincerely,

A handwritten signature in black ink, appearing to read "Geoff C. Williams". The signature is fluid and cursive, with the first name "Geoff" being more prominent.

Geoff C. Williams  
Director of Labour Relations

June 14, 2004

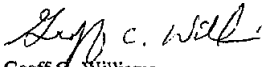
Mr. Gerard Ward  
Employee Relations Officer  
Nfld. Association of Public ~~Employees~~  
P.O. Box 884  
Corner Brook, NF  
A2H 6H6

Dear Mr. Ward:

Re: Paging System

This will confirm our understanding on the "paging" system in our hospitals ~~as~~ it applies to the Laboratory and X-Ray employees. ~~We~~ agree that the existing arrangements will be maintained during the life of this Agreement in ~~the~~ hospitals for these employees.

Sincerely,



Geoff C. Williams  
Director of Labour Relations

June 14, 2004

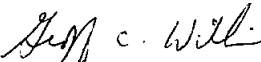
Mr. Gerard Ward  
Employee Relations Officer  
Newfoundland Association of Public Employees  
**P.O. Box 884**  
Corner Brook, NF  
A2H 6H6

Dear Mr. Ward:

Re: Waterford Laboratory **and X-Ray**

This applies to employees employed at Waterford Hospital prior to May 1, 1998. Laboratory and **X-Ray** employees at the Waterford Hospital shall be entitled to the same pension benefits as the Hospital Support Staff employees at the Waterford Hospital.

Sincerely,

  
Geoff C. Williams  
Director of Labour Relations

June 14, 2004

**Mr. Gerard Ward**  
Employee Relations Officer  
Newfoundland Association of Public Employees  
P.O. Box 884  
Corner Brook, NF  
A2H 6H6

Dear **Mr. Ward:**

Re: Video Display Terminals

(a) Policy regarding Video Display Terminals in the Workplace and Eye Care

- This policy will only apply to employees who are required to work at VDT's for more than three (3) continuous hours on a regular basis as part of their normal work routine.
- This policy will not apply to employees who use VDT's on a request but non-continuous basis.

The Employer or its Staff Health Division will ensure that employees receive an initial eye examination and a follow-up examination on an annual basis.

These examinations will be conducted by an optometrist of the Employer's choosing at no expense to the employee.

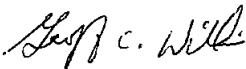
The Employer or its Staff Health Division will receive a copy of the optometrist's report.

(b) Policy Regarding Video Display Terminals in the Workplace and Pregnant Employees

- This policy will only apply to employees who are required to work at VDT's for more than three (3) continuous hours on a regular basis as part of their normal work routine.
- this policy will not apply to employees who use VDT's on a frequent but non-continuous basis.

The pregnant employee may request a leave of absence without pay or apply for a transfer to another position in the bargaining unit which is vacant and which she is qualified to perform. If **such** a transfer is not possible she may then apply for leave or remain in her position. Requests **for** leave shall not be unreasonably denied.

Sincerely,

A handwritten signature in cursive script that reads "Geoff C. Williams".

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



June 14, 2004

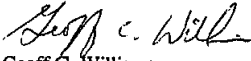
Mr. Gerard Ward  
Employee Relations Officer  
Newfoundland Association of Public Employees  
P.O. Box 884  
Comer Brook, NF  
A2H 6H6

Dear Mr. Ward:

Re: Salary Cheques

As agreed during negotiations, if an employee requests to have his/her salary cheque given to him/her in an envelope, it shall be done by the Employer.

Sincerely,

A handwritten signature in black ink, appearing to read "Geoff C. Williams".

Geoff C. Williams  
Director of Labour Relations

June 14, 2004

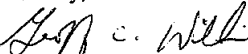
Mr. Gerard Ward  
Employee Relations Officer  
Newfoundland Association of Public Employees  
P.O. Box 884  
Comer Brook, NF  
**A2H 6H6**

Dear Mr. Ward

**Re:** Payroll Deduction Space

The Employer shall provide payroll deduction space for Laboratory and **X-Ray** employees **so** that payroll deductions can be made from the salary of these employees based on a written request from the individual employee or the Association, provided that the capabilities exist with the present payroll system or that the capabilities can be made available at no significant **cost** to the Employer.

Sincerely,

  
Geoff C. Williams  
Director of Labour Relations

June 14, 2004

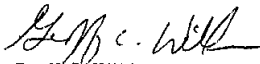
Mr. Gerard Ward  
Employee Relations Officer  
Newfoundland Association of Public Employees  
**P.O. Box 884**  
Corner Brook, NF  
**A2H 6H6**

Dear Mr. Ward:

Re: Telephone Consultations

The Employer will establish a committee which will be comprised of an equal number of Employer and Union representatives not to exceed four **(4)** in total on a regional board basis. The purpose of this committee will be to review the current practices of Employers with respect to telephone consultations and computer interactions for further consideration by the parties. The committee will be established within three (3) months of signing of collective agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Geoff C. Williams".

Geoff C. Williams  
Director of Labour Relations

June 14, 2004

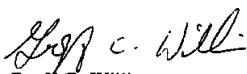
Mr. Gerard ~~Ward~~  
Employee Relations Officer  
Newfoundland Association of Public Employees  
P.O. Box 884  
Corner Brook, NF  
A2H 6H6

Dear Mr. ~~Ward~~:

Re: Temporary Employees

The parties agree to review the utilization of temporary employees on an employer by employer basis and review whether any temporary employees may be made permanent.

Sincerely,

A handwritten signature in black ink, appearing to read "Geoff C. Williams".

Geoff C. Williams  
Director of Labour Relations

June 14, 2004

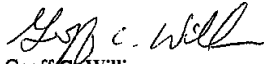
Mr. Gerard Ward  
Employee Relations Officer  
Newfoundland Association of Public Employees  
P.O. Box 884  
Comer Brook, NF  
A2H 6H6

Dear Mr. Ward:

Re: Transition Agreements

The parties agree to discuss during the life of the collective agreement, the appropriateness of incorporating transition agreements into the collective agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Geoff C. Williams".

Geoff C. Williams  
Director of Labour Relations

June 14, 2004

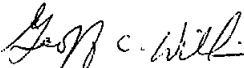
Mr. Gerard Ward  
Employee Relations Officer  
Newfoundland Association of Public Employees  
**P.O. Box 884**  
Comer Brook, NF  
**A2H 6H6**

Dear Mr. Ward:

**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,

A handwritten signature in dark ink, appearing to read "Geoff C. Williams". The signature is fluid and cursive, with the first name "Geoff" being more prominent.

Geoff C. Williams  
Director of Labour Relations

June 14, 2004

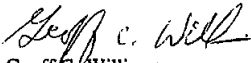
Mr. Gerard Ward  
Employee Relations Officer  
Newfoundland Association of Public Employees  
P.O. Box 884  
Comer Brook, NF  
A2H 6H6

Dear Mr. Ward:

Re: Pay Equity Implementation

The employer agrees to implement pay equity for Laboratory and X-Ray employees as per the Pay Equity Agreement effective date of signing.

Sincerely,

  
Geoff C. Williams  
Director of Labour Relations

GCW/cp

**MEMORANDUM OF UNDERSTANDING - 2004**

**AGREEMENT ON PENSIONS**

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. Increase special payments by \$20 million per year (from \$40 million to \$60 million) payable in quarterly instalments commencing January 1, 2003, until Government's share of the unfunded liability established at December 31, 2000 is extinguished. *(Total quarterly instalments after this increase will be \$15 million per quarter.)*
3. 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.

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



## **MEMORANDUM OF UNDERSTANDING - 2004**

### **CLASSIFICATION PLAN**

1. 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 NAPE and 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.
2. The new plan will begin 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 for the next collective agreement.
3. The Unions require that a Job Evaluation Consultant (as selected by the Unions) would have direct contact with the Plans 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.
4. 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.
5. 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 or group type requests.

## 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.



# NAPE

**Newfoundland & Labrador Association of  
Public & Private Employees**

330 Portugal Cove Place  
P.O. Box 8100  
St. John's, NL  
A1B 3M9

Tel. (709) 754-0700  
Fax (709) 754-0726  
Toll Free 800-563-4442  
www.nape.nf.ca

*(Incorporated in 1937)*

May 19, 2005

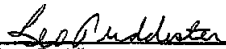
Mr. David Marlin  
Staff Relations Specialist  
Collective Bargaining Division  
Treasury Board  
Confederation Building  
St. John's NL

Dear Mr. Marlin:

**R E Laboratory and X-Ray Collective Agreement  
May 4, 2004 to March 31, 2008**

We have reviewed the draft of the above-noted collective Agreement and agree that it is a true depiction of the Collective Agreement as contemplated by Bill 18, with the addition of the attached Letter of Understanding re Pay Equity Implementation.

Yours truly,

  
\_\_\_\_\_  
Leo Puddister  
PRESIDENT

LP:gq

187



COMPONENT OF THE NATIONAL UNION OF PUBLIC & GENERAL EMPLOYEES (C.L.C.)