

GOVT. OF Nfld.

SOURCE	Union		
EFF.	74	04	01
TERM.	76	03	31
No. OF EMPLOYEES	550		
NOMBRE D'EMPLOYÉS	df		



For working conditions coding consult master agreement / Pour la codification des conditions de travail, veuillez consulter la convention collective maitresse:

5375

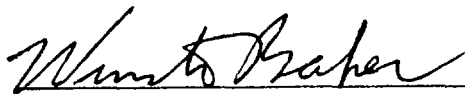
# MASTER AGREEMENT


(537908)

## MASTER AGREEMENT

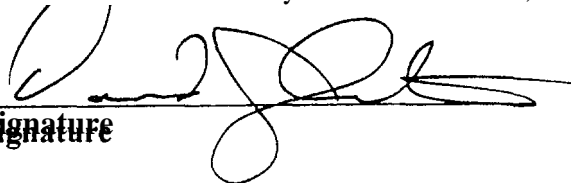
This agreement is negotiated and entered into by the parties in accordance with the Public Service Collective Bargaining Act or the Labour Relations Act, as the case may be, and as such binds the parties for the period upto and including March 31, 1996 unless mutually agreed otherwise, and for the period beyond March 31, 1996 until replaced by a new agreement in accordance with the collective bargaining procedures outlined in the Public Service Collective Bargaining Act or the Labour Relations Act, as the case may be.

- Signed on behalf of the Employers which are party to collective agreements listed in Schedule "A" by the Honourable Winston Baker, President of Treasury Board;

  
\_\_\_\_\_  
**Signature**

  
\_\_\_\_\_  
**Witness**

- ~~Signed~~ on behalf of the NAPE Bargaining Units which are party to the collective agreements listed in Schedule "A" by Mr. David Curtis, President of NAPE;

  
\_\_\_\_\_  
**Signature**

  
\_\_\_\_\_  
**Witness**

- Signed on behalf of the CUPE Bargaining Units which are party to the Collective Agreements listed in Schedule "A" by Mr. Dave Reynolds, CUPE National Representative.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Witness**

Date of Signing - July 25, 1994

## **PREAMBLE**

Given the number of collective agreements covered by the coalition negotiations, the following agreed issues may not necessarily reflect the wording that will be included in each collective agreement. Each agreement will be reviewed to determine what wording changes will be necessary. If the current collective agreement contains a greater benefit it shall be maintained.

### **1. Legislation and Collective Agreements**

Notwithstanding the no strike and no lockout provisions of the agreement, notice to reopen negotiations may be **issued** by either party in the event that the Provincial Government passes legislation to amend any provision of this agreement. Failing agreement, the parties may exercise the right to strike or lock out. Negotiations are to be conducted in accordance with the applicable legislation.

### **2. Unpaid Leave**

Subject to operational requirements and availability of qualified replacement staff, where required, the Employer will agree to make provisions in contracts for one (1) month of unpaid leave while granting service credits for seniority purposes, provided that the employee would not have been laid off during the period of unpaid leave. The month of unpaid leave does not necessarily have to be taken consecutively, but cannot be taken in increments of less than two (2) days at a time

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Collective agreements to be amended to provide for accumulation of seniority during other periods of unpaid leave as well, provided employee would not have been laid off during the period of unpaid leave.

3. Extended Unpaid Leave

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

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4. Maternity Leave/Adoption Leave/Parental Leave

(a) (i) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.

- (ii) An employee is entitled to a maximum of thirty-three (33) weeks leave under this Clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave. 33
  
- (iii) Where existing benefits exceed or are preferred by a bargaining **unit**, such provision shall remain.
  
- (b) (i) **An** employee may return to duty after giving his/her Permanent Head two (2) weeks notice of his/her intention to do so.
  
- (ii) **The** employee shall resume his/her former position and **salary upon** return ~~from~~ leave, with no **loss** of accrued benefits.
  
- (c) (i) Periods of leave **up** to thirty-three (33) weeks shall count for seniority purposes, annual leave, severance pay, **and** step progression. 33
  
- (ii) Employees on leave will have the option of continuing to **pay** their portion of the group insurance plan premiums to a **maximum** of thirty-three (33) weeks. Where the employee opts to continue to pay premiums, the Employer **will also** pay its share of the premiums.

- (d) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- (e) The Government will endeavour to provide child care services for its employees wherever possible.
- (f) While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through their Human Resource Division.

## 5. **Layoff**

- (a) Amend the bumping provisions to allow employees to exercise bumping rights in the event that their hours of work are reduced.
- (b) Unless their collective agreement provides for a greater benefit, 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 the attached chart. 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 reemployed with any Employer covered by the coalition negotiations shall be required to pay back part of any severance pay/pay in lieu notice they received. The amount they have to pay back shall be based on the length of time they have been out of the employment from the Employer covered by the coalition negotiations. The amount repaid will be based on the net amount received by the employee or the amount paid to a financial institution on behalf of an employee.

6. **Travel and Meal Allowances**

Effective ~~date~~ of signing of this Master Agreement, ~~with~~ the provision that should a collective agreement provide for a greater amount for any meal or kilometer the rate shall be maintained.

<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>	<u>Total</u>
<b>Island</b>			
6.31	9.00	13.69	29.00
<b>Labrador</b>			
7.00	10.00	15.00	32.00
<u>Canada</u>	<u>U.S.</u>	<u>Other</u>	
43.00	43.00 U.S	48.00	

K.M. rate - 25¢

7 **Pay Equity**

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(a) Pay Equity Agreement to be amended to provide for an adjustment equal to two percent (2%) of **salary** rate except where the final adjustment is achieved by less than two percent (2%), for all affected classifications in the fifth and ensuing years, until the final adjustment is achieved. Current formula with respect to the first four (4) years of pay equity adjustments would remain in effect for those bargaining units **which** are covered by the Pay Equity Agreement, and have yet to receive the first adjustment.

(b) Wage Line

**For** the purpose of future **Pay** Equity adjustments, the groups identified at Article 4.5.2 (excluding Hydro and Farm Products) of the Pay Equity Agreement shall utilize the male line of the General Service grouping, if a male line can not be established within their own grouping and which is truly representative of that employers' wage policy.

8. **Education Leave**

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"Subject to operational requirements and availability of qualified replacement staff: an employee shall be granted unpaid educational leave of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority."



9. **Justice and Dignity Provisions**

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

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10. **Advance Notice**

The union will be advised of the Government's plans to sell, lease, transfer or otherwise ~~dispose~~ of ~~an~~ operation before proposals for such **sale, lease, transfer or disposal** are solicited from prospective purchasers.

11. **Criminal or Legal Liability**

Where no language exists in an Agreement the following shall apply:

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.

12. **Health Care Agreements**

CUPE (Hospital Support) agreement to be standardized with the NAPE (Hospital Support) agreement for the following Clauses 7.03, 11.03, 16.04, 16.10, 18.08(c), 18.11, 20.06, 23.08(b), 24.06(d), 24.08(a), 24.08(b), 26.01(e), 29.03, 29.07, and 30.13.

13. **Portability**

Unless the agreements has greater benefit the following shall apply:

Employees **who** are accepted for employment with another employer or same Employer covered by the coalition negotiations within 120 calendar days of resignation shall retain portability respecting: (120 ~~maximum~~)

- (1) Accumulated sick leave credits;
- (2) Accumulated annual leave entitlements; and
- (3) Service for Severance Pay.

The recognition of the prior benefits shall not exceed the benefits available with the new employer.

14. **Health Care Transition Committees**

Health Care Transition Committees for each new Board, will be established, within 30 calendar days of signing, with equal employee/employer representation, to address matters related to health care structuring.

15. **Clause 25.02 of the General Service Agreement**

To be deleted from the Agreement.

16. **Labour Force Adjustment and Productivity Council**

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

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

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

**17. Days Off Without Pay**

- (a) The maximum number of days off without pay an employee shall be required to take shall not be more than 1.5 days in 1994/95 and 1.5 days in 1995/96. It is recognized **and** accepted, however, that the **commitment** to limit the number of days off without **pay** does not **limit** the Employer's right to lay off staff within the **bounds** of current Collective Agreements.
  - (i) Collective Agreement provisions on layoff bumping, notice of layoff, or other applicable provisions shall be waived so as to give effect to clause (a) above.
- (b) Time off without pay shall be considered as time worked for the purpose of all benefits of the Collective Agreement including seniority.
- (c) The time off to be mutually agreed between the employee and the Supervisor. Where time off cannot be mutually agreed, the Employer shall schedule the time and the employee shall receive at least 14 days' notice.

- (d) Days off under this provision shall mean regular hours of work. Twelve (12) hour shifts are counted as one and one-half (1½) days. Time off shall be pro-rated for part-time employees.
- (e) Effective July 1, 1994, each employee will be required to take 1.5 days for the balance of 1994/95 and 1.5 days for 1995/96 with lost pay deducted in full from the pay period in which time off was taken.
- (f) There will be no layoff of 1 or 2 day duration to achieve the Province's fiscal objective in 1994/95 and 1995/96.

**18. Permanent Employees in Temporary Positions**

A permanent employee who obtains a temporary position shall retain his/her permanent status.

**19. Hartt Pension Plan**

The employee and the Employer will cost share the current service costs of the plan with the increased costs not to exceed 2% for employees and 2% for Employer, for those participating in the plan.

20. **Cross Departmental Bumping**

The parties agree to cross Departmental bumping in the matter of layoffs or redundancies within the General Service Collective Agreement for permanent employees. Appropriate amendments to be negotiated by the General Service Negotiating Committees.

21. **Pension Option**

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

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

22. **Return to Former Classification**

All Collective Agreements except Maintenance and Operational Services.

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 Departments should a vacancy occur which the Department intends to fill provided they are qualified and able to perform the duties required for the position.

Where the benefits of the Agreement are better. the benefit shall be maintained.

23. **Newfoundland Liquor Corporation**

Letter attached.

24. **Duration**

Two (2) years to expire March 31, 1996, with all agreed changes to be effective the date of signing of the Master Agreement unless specifically provided otherwise.

25. **Group Homes**

Effective date of signing, where organized, all existing Group Homes will **be** placed under the Public Service Collective Bargaining **Act**. There will be further negotiations with the unions to determine which group homes should be placed under the master agreements. Clause 27.08 (b) **is** extended to September 30, 1996.

26. **Service Credits**

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

27. **Occupational Health and Safety Committees**

The mandate of Occupational Health & Safety Committees shall be expanded to include environmental issues.

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28. **Pension Credit and Group Insurance**

Pension credit and group insurance coverage to continue on the basis of the pre-injury salary including contract allowance, salary adjustments from step progression or pay increases during ~~the~~ period of temporary absence, subject to payment of appropriate premiums based on the pre-injury ~~salary~~ rate or adjusted rate because of step progression or pay increases, provided this proposal reflects the current practice and does not violate the Workers' Compensation Act.

29. The parties agree to extend the current agreements in full force and effect until January 1995 with the parties agreeing by mutual consent to the above amendments to all contracts covered under the coalition bargaining (see Schedule "A").

It is further agreed that the parties will enter into new signed agreements effective January 1, 1995 which will include the amendments to Schedule "A" above and incorporate the changes to Workers' Compensation/Injury On Duty Legislation.

This contract will continue in full force and effect until March 31, 1996



1994 06 02

Mr. David Curtis  
President  
Newfoundland Association of  
Public Employees  
**P.O. Box 1085**  
330 Portugal Cove Road  
St. John's, NF  
A1C 5M5

Dear Mr. Curtis:

The Newfoundland Liquor Corporation **will** not privatize any more than 5 liquor stores during the period of June, 1994 - March, 1996. There will **be no** permanent full time bargaining **unit** members **affected** ie. laid off or transferred or declared redundant in privatizing these 5 stores.

The Corporation will give the **Union** a minimum of two months notice of **its** intention to privatize **any** of the 5 stores.

In the event a temporary or a part-time employee of a store being converted to an agency declines an offer of transfer, he/she will be entitled to the following:

1. Severance pay under the Collective Agreement; or

If **an** employee is not entitled to severance pay, he/she will receive the amount obtained by multiplying the employee's number of completed years of service by his/her weekly salary.

Part-time employee's years of service will be calculated in accordance with Clause 13.02. Payments made to part-time employees will be pro-rated in accordance with their scheduled hours of work.

Temporary employees will be required to accumulate 1820 regular time hours to be credited with a year of service.

**NUMBER OF WEEKS OF PAY IN LIEU OF NOTICE**

SERVICE	AGE (Years)					
	<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 - <2 Years	7	9	11	13	15	17
>2 - <4 Years	11	13	15	17	19	21
>4 - <6 Years	15	17	19	21	23	25
>6 - <8 Years	19	21	23	25	27	29
>8 - <10 Years	23	25	27	29	31	33
>10 - <12 Years	27	29	31	33	35	37
>12 - <14 Years	31	33	35	37	39	41
>14 - <16 Years	35	37	39	41	43	45
>16 - <18 Years	39	41	43	45	47	49
>18 - <20 Years	43	45	47	49	51	53
>20 - <22 Years	47	49	51	53	55	57
> 22 Years	52	54	56	58	60	62

**SCHEDULE "A"**  
**AGREEMENTS (NAPE)**

Air Services  
Cabot College Support Staff  
Central Laundry  
Community Colleges Faculty  
Gander and District Continuing Care  
General Service  
Group Homes  
Hospital Support Staff  
**Lab & X-Ray**  
Maintenance and Operational Services  
Marine Service Workers  
Newfoundland Farm Products  
Newfoundland Liquor Corporation  
Waterford Hospital Support  
Workers' Compensation Commission  
Ushers

**AGREEMENTS** ]

Enterprise Newfoundland  
Government House  
Group Homes  
Hospital Support Staff  
Libra House, Goose Bay  
Newfoundland and Labrador Housing Corporation  
Public Libraries Board  
Transition House, Comer Brook

## 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.

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## MEMORANDUM OF UNDERSTANDING

For the fiscal year 1995-96, in the event that revenue from sources outlined in Exhibit II on Page viii of the 1994-95 Budget exceed the projections included in the 1995-96 Estimates with respect to these revenue sources, the number of days off without pay and/or the reduction in employer contributions to pension plans which could have been implemented in 1995-96 will be reduced by a proportionate amount. The positive adjustment, if any, in the total compensation reduction shall first be applied to the Employer's pension contributions. If the adjustment exceeds the 1.05% required to offset the reduced pension contributions the excess shall be applied to a reduction in the **maximum** number of **days** off without **pay** agreed to for the 1995/96 fiscal year.

Further, if Government agrees to **an** extension or improvement in benefits for **any** or all injured workers, then these extended or improved benefits shall apply equally to members of the bargaining units covered by the **NAPE/CUPE** Coalition.

In the event that Government signs a collective agreement, which has not been subject to interest arbitration, with a Bargaining Agent other than NAPE or CUPE that provides for a compensation reduction in 1994-95 or 1995-96 fiscal years, or school years in the case of teachers, which is less than the compensation reduction agreed to by the **NAPE/CUPE** Coalition for 1994-95 or 1995-96, or provides for a wage rate increase in 1994-95 or 1995-96, the 1994-95 or 1995-96 compensation adjustment for the **NAPE/CUPE** Coalition will be decreased or increased accordingly, as the case may be, subject to:

- (1) The employees of the bargaining unit to which the collective agreement applies being contributing members of a public service pension plan; and
- (2) Any wage rate increase not being the result of a pay equity and/or reclassification process.

The 1994-95 or 1995-96 compensation reduction for the NAPE/CUPE Coalition will also be adjusted accordingly, if the compensation reduction applied to Ministers, MHAs, Executives, and Managers in the public service in 1994-95 or 1995-96 is less than the compensation reduction agreed to by the NAPE/CUPE Coalition for 1994-95 or 1995-96.