



**GENERAL SERVICE  
COLLECTIVE AGREEMENT**

BETWEEN

Her Majesty the Queen  
in Right of Newfoundland  
C. A. Pippy Park Commission  
Government Purchasing Agency  
Municipal Assessment Agency  
Rooms Corporation of Newfoundland and Labrador

AND

The Newfoundland and Labrador Association of  
Public & Private Employees

Date of Signing: November 15, 2013

Expires: March 31, 2016

06675 (12)

THIS AGREEMENT made this 15th day of November Anno Domini, Two Thousand and Thirteen.

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

THE C.A. PIPPY PARK COMMISSION, a Corporation established under The Pippy Park Commission Act, 1968, The Act No. 27 of 1968;

THE GOVERNMENT PURCHASING AGENCY

THE MUNICIPAL ASSESSMENT AGENCY INC., a body corporate created by the Corporations Act, RSN 1990, the Act No. C-36 of RSN 1990;

THE ROOMS CORPORATION OF NEWFOUNDLAND AND LABRADOR

of the one part;

AND

THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC & 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 called the "Union")

of the other part.

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

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## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union and to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.

## **ARTICLE 2**

### **EFFECT OF LEGISLATION**

- 2.01 In the event that any future legislation renders null and void any provision of this Agreement, the remaining provisions shall remain in effect during the term of this Agreement.
- 2.02 The Employer will give the Union 45 days notice before any amendment, repeal or revision of the Public Service (Collective Bargaining) Act, which would affect the terms and conditions of employment of employees covered by this Agreement, is introduced.
- 2.03 Legislation and Collective Agreements

Notwithstanding the no strike and no lockout provisions of the Agreement, notice to re-open 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.

## **ARTICLE 3**

### **EMPLOYER RULES, REGULATIONS AND POLICIES**

- 3.01 In the event that there is a conflict between the context of this Agreement and any rule, regulation or policy made by the Employer, this Agreement shall take precedence over the said rule, regulation or policy.

## ARTICLE 4

### DISCRIMINATION, SEXUAL OR PERSONAL HARASSMENT

- 4.01 The Employer agrees that there will be no discrimination or coercion exercised or practised by it with respect to any employee by reason of age, race, colour, sex, sexual orientation, marital status, political or religious affiliation, physical or mental disability, or by reason of his/her membership in the Union.
- 4.02 The Employer and the Union recognize the right of all employees in the Public Service to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer agrees to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined. The Employer agrees that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint.

For the purposes of this Article, harassment shall be defined as follows:

Harassment of a sexual nature is unsolicited, one-sided and/or coercive behaviour which 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 time basis or a series of incidents, however minor. Both males and females may be victims.

Harassment of a personal nature is any behaviour that endangers an employee's job, undermines performance, or threatens the economic livelihood of the employee, which is based on race, religion, religious creed, sex, sexual orientation, marital status, physical or mental disability, political opinion, colour, or ethnic, national or social origin or Union status.

**ARTICLE 5**

**DEFINITIONS**

5.01 For the purpose of this Agreement:

- (a) "bargaining unit" means the bargaining unit recognized in accordance with Article 6.
- (b) "classification" means the identification of a position by reference to a class title and pay range number.
- (c) "contractual employee" means a person hired for a specific project for a specific period of time and whose terms and conditions of employment are contained in a written agreement. Contractual employees will not normally be engaged to undertake work which has been regularly done by members of the bargaining unit.
- (d) "day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of his/her position other than:
  - (i) a designated holiday;
  - (ii) a calendar day on which the employee is on leave of absence.
- (e) "day" means a working day unless otherwise stipulated in the Agreement.
- (f) "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.
- (g) "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.
- (h) "Employer" means Her Majesty in Right of the Province of Newfoundland as represented by the Treasury Board, and includes any person authorized to act on behalf of the Treasury Board or any agency listed in Schedule E.
- (i) "grievance" means a dispute arising out of the interpretation, application, administration, or alleged violation of the terms of this Agreement.
- (j) "headquarters" means the actual building or other regular place of employment where an employee is normally stationed or required to use as his/her base of operations on a permanent basis.

- (k) "holiday" means the twenty-four (24) hour period commencing at 0001 hours and ending at 2400 hours on a calendar day designated as a holiday in this Agreement.
- (l) "lay-off" means a temporary cessation of employment due to lack of work or abolition of a post. Employees who have a reduction of their hours of work shall have access to the lay-off provisions of Article 35.
- (m) "leave of absence" means absence from duty with the permission of the permanent head.
- (n) "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.
- (o) "notice" means notice in writing which is hand delivered or delivered by registered mail.
- (p) "overtime" means work performed by an employee in excess of his/her scheduled work week or work day.
- (q) "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 week of the department or agency concerned.
- (r) "permanent employee" means a person who has completed his/her probationary period and is employed on a full-time basis to hold office without reference to any specified date of termination of service.
- \* (s) "permanent head" means permanent head as defined below or any official authorized by the permanent head to act on the permanent head's behalf:
  - (i) for Government departments, the Deputy Minister of the department concerned;
  - (ii) in respect of the Department of the Auditor General, the Auditor General;
  - (iii) in respect of the C.A. Pippy Park Commission, the Executive Director;
  - (iv) in respect of the Municipal Assessment Agency Inc., the Executive Director;
  - (v) in respect of the Rooms Corporation of Newfoundland and Labrador Inc., the Chief Executive Officer

- (vi) in respect of the Government Purchasing Agency, the Chief Operating Officer.
- \* (t) "probationary employee" means a person who is employed but who has worked less than nine hundred ten (910) hours.
- (u) "probationary period" means a period of six (6) months from the date of employment except for employees who are required to undertake training on employment whose probationary period shall commence immediately following such training.
- (v) "promotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee (i) from his/ her classification to a classification giving a higher pay range number, or (ii) from his/her existing employee grouping to a higher ranked grouping within his/her classification.
- (w) "reclassification" means any change in the current classification of an existing position.
- (x) "redundant position" means a position declared redundant by the Lieutenant Governor in Council.
- (y) "seasonal employee" means an employee whose services are of a seasonal and recurring nature and includes employees who are subject to periodic reassignment to various positions because of the nature of their work.
- (z) "service" means any period of employment, excluding overtime, 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.
- (aa) "standby" means any period of time during which, on the instruction of the permanent head, an employee is required to be available for recall to work.
- (bb) "temporary appointment" occurs when a permanent employee obtains a temporary position within the bargaining unit through a competitive process approved by the Public Service Commission while retaining rights to his/her permanent position in accordance with Clause 33.05.
- (cc) "temporary assignment" occurs when the Employer assigns the employee to a higher or lower position for periods up to thirteen (13) weeks without the necessity of a competition.

- (dd) "temporary employee" means a person who is employed for a specific period for the purpose of performing certain specified work and who may be laid off at the end of such period or on completion of such work.
- (ee) "termination" means the final severance of employment of an employee because:
  - (i) the employee resigns;
  - (ii) is dismissed for just cause and is not re-instated; or
  - (iii) the employee is on continuous layoff status in excess of twenty-four (24) consecutive months.
- (ff) "transfer" means the movement of an employee from one position to another which does not result in a promotion or demotion.
- (gg) "travel status" means absence of an employee from his/her headquarters on Government business with the prior approval of his/her permanent head.
- (hh) "union" means the Newfoundland and Labrador Association of Public & Private Employees with headquarters in St. John's, Newfoundland.
- (ii) "vacancy" means an opening in a permanent, seasonal, or temporary position which is in excess of thirteen (13) weeks duration, and in respect of which there is no employee eligible for recall.
- (jj) "week" means a period of seven (7) consecutive calendar days beginning at 0001 hours Monday morning and ending at 2400 hours on the following Sunday night.
- (kk) "year" means the period extending from the first day of April in one year to the thirty-first day of March in the succeeding year.

## **ARTICLE 6**

### **RECOGNITION**

- 6.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees listed in Schedule "A" but excluding from such classes special groups as listed in Schedule "D".

- 6.02 When new classifications are developed, the following procedures shall apply:
- (a) The Employer will immediately notify the Union, in writing, as to whether such classifications should be included in or excluded from the bargaining unit and provide reasons for its exclusions.
  - (b) The Union, after consultation on the Employer's position, will respond in writing, outlining reasons for its rejection of the exclusions within ten (10) working days of receipt of the above notification.
  - (c) Should the parties be unable to agree upon the exclusion of any specific classification, the matter will be immediately referred to the Labour Relations Board for adjudication.

#### **ARTICLE 7**

#### **MANAGEMENT RIGHTS**

- 7.01 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 8**

#### **EMPLOYEE RIGHTS**

- 8.01 Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to his/her permanent head or whomever the permanent head may designate.

#### **ARTICLE 9**

#### **UNION SECURITY**

- 9.01 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, provided they continue to occupy a bargaining unit position.



- 9.02 (a) All employees hired after the signing of this Agreement, other than students and contractual employees, shall immediately become and remain members of the Union, provided they continue to occupy a bargaining unit position.
- (b) The Employer will discuss with the Union its intention to create contractual positions of the type covered by the bargaining unit.
- 9.03 An employee, upon employment to the public service, shall be provided with information concerning:
- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment.
- 9.04 (a) No employee shall be temporarily or seasonally assigned outside the bargaining unit without his/her consent. An employee who is temporarily or seasonally assigned outside the bargaining unit may return to his/her regular position subject to giving the Employer two (2) weeks notice.
- (b) Employees who are temporarily or seasonally assigned outside the bargaining unit shall continue to accumulate seniority and have access to the grievance procedure as if they were still covered by this agreement.
- (c) Employees who are temporarily or seasonally assigned outside the bargaining unit shall continue to pay union dues.

## **ARTICLE 10**

### **WORK OF THE BARGAINING UNIT**

- 10.01 (a) Management and excluded personnel shall not work on any jobs which are included in the bargaining unit except for the purpose of instructing, experimenting, reviewing an employee's performance, in the case of emergencies, when regular employees are not available, or where the performance of bargaining unit work usually forms part of the duties of a non-bargaining unit position.
- (b) With regard to the creation of new classifications, the Employer agrees that new classifications which are excluded from the bargaining unit will not include a major component of bargaining unit work.

- (c) Recognized vacant positions within the bargaining unit that have not been declared redundant will not be absorbed on a permanent basis by positions outside the bargaining unit.
- (d) Recognized vacant positions in the bargaining unit created as a result of secondment or temporary transfer of a bargaining unit employee will not be absorbed by management personnel.

## **ARTICLE 11**

### **CHECKOFF**

- 11.01 The Employer shall deduct from the wages of all employees within the bargaining unit the amount of the membership dues and forward same bi-weekly to the Union accompanied by a list of employees showing the contribution of each.
- 11.02 The Employer will supply the following information bi-weekly:
  - \*(a) Two (2) copies of alphabetical listing of all employees whose classifications are in the bargaining unit showing:
    - (i) employee's name;
    - (ii) Employer Identifier;
    - (iii) subhead number;
    - (iv) classification number;
    - (v) pay range and step number;
    - (vi) status code;
    - (vii) union dues deducted for period; and
    - (viii) year to date total.
  - (b) An "any sort" printout of information contained in (a) upon request to the Department of Finance. All costs associated with such printouts shall be borne by the Union.
  - (c) Listing of additions and deletions for period.
  - (d) Listing of changes made since last period listing.
- 11.03 The Union shall inform the Employer of any change in the membership dues, and such changes shall be implemented within two (2) calendar months of receipt of the notification.

- 11.04 The Employer agrees to continue past practice of recording the amount of membership dues paid by an employee to the Union on his/her T-4 Statement.

## **ARTICLE 12**

### **GRIEVANCE PROCEDURE**

- 12.01 Subject to Clauses 12.03 and 12.07, grievances shall be processed in the following manner:

#### **Step 1:**

With the exception of dismissal due to unsuitability or incompetence, as assessed by the Employer, of a probationary employee or a part-time or temporary employee with less than six (6) months' service and subject to Clauses 12.03 and 12.07, an employee who alleges that he/she has a grievance, shall first present the matter to his/her immediate supervisor through his/her Shop Steward within five (5) days of the occurrence or discovery of the incident giving rise to the alleged grievance and an earnest effort shall be made to settle the grievance at this level.

In cases where an employee's immediate supervisor is his/her permanent head, the grievance may be submitted immediately at Step 3.

#### **Step 2:**

If the employee fails to receive a satisfactory answer within five (5) days of presenting the matter under Step 1, he/she may, within five (5) days present a grievance in writing to the second managerial level designated by the permanent head who will give the grievor a dated receipt. In instances where there is no second level of management other than the Director of Human Resources, the employee may submit his/her grievance at Step 3 within the prescribed time limits.

In the interest of expediency, the grievor, in conjunction with a shop steward, shall submit a written summary at the time of submitting the grievance at Step 2, on a without prejudice basis.

#### **Step 3:**

If the employee fails to receive a satisfactory answer to his/her grievance within five (5) days after the filing of the grievance at Step 2, he/she may, within a further five (5) days submit his/her grievance in writing to the Director of Human Resources who, for the purpose of investigating the grievance, shall form a committee consisting of four (4) persons, comprising an equal number of Employer and Union representatives. The Union

shall appoint its two (2) representatives to the committee and advise the Employer. The Employer shall appoint two (2) representatives and notify the Union within ten (10) days of the names of the Employer representatives on the Grievance Committee. One of the Employer's representatives shall chair the meeting(s). The committee shall be entitled to interview such persons as it deems necessary for the investigation of the grievance and shall give its decision in writing to the grievor within ten (10) days of receipt of the grievance. The committee's report shall consist of the joint decision of the committee where the committee members agree to a solution. If the matter is not mutually resolved by the committee, then the Employer's representatives will send their position, along with a brief summary of the committee's deliberations, to the grievor, with a copy being sent to the Union.

- 12.02 If the grievance is still not satisfactorily settled by the foregoing procedure, or if it is of the type referred to in Clause 12.03, either party to this Agreement may submit the grievance to arbitration in accordance with Article 13.
- 12.03 In the case of dismissals and suspensions pending dismissal, the grievance may be submitted in the first instance at Step 3 of Clause 12.01.
- 12.04 With the exception of Step 1, replies to grievances at all other Steps of the Grievance Procedure will be in writing and dated receipts of grievances will be given.
- 12.05 A full time representative of the Union may be called in by the employee(s) at any Step of the Grievance Procedure. The grievor may be present during all Steps of the Grievance Procedure.
- 12.06
  - (a) The time limits specified in this Article may be extended, in writing, by mutual agreement of the parties.
  - (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.
- 12.07 Employees shall have the right to grieve against suspensions and alleged unfair treatment on promotion or transfer and such grievances may be submitted in the first instance at Step 3 of Clause 12.01.
- 12.08 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.

12.09 (a) Policy Grievance

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

(b) 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 3.

(c) Where the Union has a grievance involving a question of general application or interpretation of the Agreement, or where a group of employees has a grievance, the grievance may in the first instance be submitted at Step 3 of Clause 12.01.

12.10 An employee who is a member of the grievance committee referred to under Step 3 of Clause 12.01 and/or the grievor, shall not suffer any loss in pay for any time lost in processing complaints or attending grievance meetings. However, such an employee shall not leave his/her regular duties for the purpose of conducting business on behalf of the Union or to discuss any business in respect of grievances without first obtaining permission from his/her immediate supervisor. The employee shall notify his/her immediate supervisor when returning to duty.

12.11 Technical Objections to Grievances

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

12.12 Grievance Procedure

Where an employee grieves against a suspension which is subsequently changed to dismissal, then any Arbitration Board appointed to deal with the grievance shall have the jurisdiction to deal with the merits of the suspension or dismissal.

**ARTICLE 13**

**ARBITRATION**

13.01 Where a difference arises between the parties to or persons bound by this Agreement or on whose behalf it has been entered into and where that difference arises out of the interpretation, application, administration or alleged violation of this Agreement and including any question as to whether a matter is arbitrable, either of the parties may within fourteen (14) calendar days after exhausting the grievance procedure notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the person appointed to be an arbitrator by the party giving notice.

Notice in accordance with Clause 13.01 shall be sent to the Collective Bargaining Division as well as the applicable Department.

13.02 Notwithstanding any other provisions of this Article, the parties may mutually agree to the substitution of a single arbitrator for an arbitration board, in which event, the foregoing provisions of this Article shall apply equally to a single arbitrator when reference is made to an arbitration board. Furthermore, the parties shall endeavour to utilize a sole arbitrator for the majority of arbitration hearings and reserve the use of arbitration boards for case where a party feels it is absolutely necessary.

13.03 The party to whom notice is given under Clause 13.01 shall, within ten (10) calendar days after receipt of such notice, appoint an arbitrator and notify the other party of the name of the arbitrator.

13.04 The two (2) arbitrators appointed in accordance with Clauses 13.01 and 13.02 shall, within fourteen (14) calendar days after the appointment of the second of them, appoint a third arbitrator and these three (3) arbitrators shall constitute an arbitration board. The arbitrator appointed under this Clause shall be the Chairperson of the arbitration board.

13.05 If,

- (i) the party to whom notice is given under Clause 13.01 fails to appoint an arbitrator within the period specified in Clause 13.02, the Chairman of the Labour Relations Board shall, on the request of either party, appoint an arbitrator on behalf of the party who failed to make the appointment and such arbitrator shall be deemed to be appointed by that party; or

- (ii) the two (2) arbitrators appointed by the parties under Clauses 13.01 and 13.02 fail to appoint a third arbitrator within the periods specified in Clause 13.03, the Chairman of the Labour Relations Board shall, on the request of either party, appoint a third arbitrator and these three (3) arbitrators shall constitute an arbitration board. The arbitrator appointed under this paragraph (ii) shall be chairman of the arbitration board.
- 13.06 Grievances that have been referred to arbitration that involve a dismissal shall be scheduled for arbitration within six (6) months of referral.
- 13.07 Both parties to a grievance shall be afforded the opportunity of presenting evidence and argument thereon and may employ counsel or any other person for this purpose.
- 13.08 If a party fails to attend or be represented without good cause at an arbitration hearing, the arbitration board may proceed as if the party had been present or represented.
- 13.09 The arbitration board shall render its decision on the grievance in writing within twenty-five (25) days of the date on which the board is fully constituted.
- 13.10 The decision of the majority of the members of an arbitration board shall be the decision of the board. The decision of an arbitration board shall be signed by the members of the Board making the majority report.
- 13.11 The parties and the employees bound by this Agreement shall comply with these provisions for final settlement of a grievance and they shall comply with the decisions of an arbitration board appointed in accordance with these provisions and do or, as the case may be, abstain from doing anything required by that decision.
- 13.12 Each party required by this Agreement to appoint an arbitrator shall pay the remuneration and expenses of that arbitrator deemed to have been appointed by that party under Clause 13.04 and the parties shall pay equally the remuneration and expenses of the chairperson of the arbitration board.
- 13.13 The time limits set out in this Article may be extended, in writing, at any time by mutual agreement of both parties to the arbitration.
- 13.14 At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witness.
- 13.15 An aggrieved employee who is not on suspension and who has not been dismissed, and is required to appear before an arbitration board shall not suffer any loss in pay while participating in the arbitration proceedings.

- 13.16 An arbitration board may not alter, modify or amend any provisions to this Agreement but shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.
- 13.17 The parties may mutually agree to utilize alternative methods of dispute resolution to resolve grievances that have been referred to arbitration and are encouraged to do so. Sample terms of reference of several ADR processes are contained in Schedule P.

## **ARTICLE 14**

### **HOURS OF WORK**

- 14.01 (a) The scheduled work week shall be thirty-five (35) hours per week exclusive of meal breaks and the scheduled work day shall be seven (7) hours.
- (b) On an experimental basis and without committing either party to a permanent change in the existing hours of work, the parties may jointly agree to establish a schedule providing for a compressed work week upon a request from an employee(s) in the work area or upon request from the Employer.
- (c) Employees working a twelve (12) hour shift shall be governed by the procedure outlined in Schedule "O" of this Agreement.
- (d) On an experimental basis and without committing either party to a permanent change, the Employer agrees, in consultation with the Union, to establish a flex hour policy for all employees who wish to avail of this process.
- 14.02 The meal break shall:
- (a) not be less than one-half (1/2) hour nor exceed one (1) hour; and
- (b) be taken at such time as the Employer directs.
- 14.03 Each employee shall receive a rest period of fifteen (15) consecutive minutes in the first half and in the second half of the working day, at a time to be scheduled by the permanent head.
- 14.04 There shall be no split shifts, i.e., there shall be no break in shift other than the breaks as specified in Clauses 14.02 and 14.03.
- \*14.05(a) Effective the date of signing, other than Employees whose shifts times begin and end between the hours of 0800 and 1700, employees shall be paid a premium of two dollars and thirty cents (\$2.30) per hour for each hour worked between 1600 and 0800 hours.



\*14.05 (b) Effective date of signing, a Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 Sunday.

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

14.06 A shift schedule shall be posted at least five (5) days in advance of the commencement of the shift scheduled.

14.07 Every reasonable effort shall be made by the permanent head:

- (a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift;
- (b) to grant an employee two (2) consecutive days of rest per week;
- (c) to give equal shifts to all employees; and
- (d) to distribute the rotation of shifts in an equitable manner.

14.08 An employee shall be given not less than two (2) days notice of a change in shift schedules. Where such notice is not given and the employee is required to work on his/her scheduled day of rest, he/her shall be paid two (2) times the straight time rates for all hours worked in addition to time off at a later date for the day of rest displaced.

14.09 Provided sufficient advance notice is given and with the approval of the permanent head, employees may exchange shifts if there is no increase in cost to the Employer.

## **ARTICLE 15**

### **OVERTIME**

15.01 This Article shall apply to all employees covered by the collective agreement.

15.02 All overtime shall be authorized and scheduled by the permanent head, or his/her designated representative.

15.03 The permanent head may at any time require an employee to work overtime.

- 15.04 Subject to Clause 15.09, an employee shall be compensated at time and one-half ( 1 ½) for all time worked in excess of the scheduled work week or work day as specified in Article 14.
- 15.05 Subject to Clause 15.09, the permanent head may, upon the request of the employee, grant time off in lieu of compensation for any overtime worked. Such time off shall be granted at the rates prescribed in Clause 15.04. The maximum carry-over of compensatory time-off will not exceed seventy (70) hours in any fiscal year.
- 15.06 Subject to the operational requirements of the public service, the permanent head shall make every reasonable effort:
- (a) to give employees who are required to work overtime adequate notice of this requirement;
  - (b) to allocate overtime work on an equitable basis among readily available qualified employees; and
  - (c) where operational requirements permit, an employee shall receive a fifteen (15) minute paid break for every three (3) hours of overtime.
- 15.07 Subject to Clause 15.09, an employee's overtime rate shall be calculated by dividing his/her annual salary by eighteen hundred and twenty (1820) and multiplying this figure by 1.5.
- 15.08 Subject to Clause 15.09, every effort will be made to pay overtime no later than the second pay period from the pay period when the overtime was worked.
- 15.09 \*(a) Conservation Officers involved in delivering the full range of regional programs shall receive, in lieu of overtime compensation as follows with the understanding that the per annum rate shall be subject to future salary rate increases:

<u>Effective Date</u>	<u>Amount</u>
2011 04 01	\$ 2,854.00
2014 04 01	\$ 2,911.00
2015 04 01	\$ 2,998.00

- (b) Subject to Clause 15.09 (a), ten (10) days leave with pay shall be awarded, with the dates subject to the approval of the permanent head.
- (c) For the purpose of this Clause, involvement in the full range of Regional programs includes Compliance/Enforcement (including patrols, investigation of illegal activity, issuance of tickets, summons, and appearance notices, and court appearances) and Public Services and Resource Management field activities.

(d) Conservation Officers not involved in delivering the full range of Regional programs shall be compensated for overtime in accordance with Clause 15.04.

15.10 Communications Technicians employed with the Communications Centre of the Royal Newfoundland Constabulary will have access to Article 17 - Callback when they are subpoenaed to attend court or are required by the Employer to attend court on their scheduled day(s) off.

## **ARTICLE 16**

### **STANDBY**

16.01 All standby duty shall be authorized and scheduled by the permanent head and no compensation shall be granted for the total period of standby, if the employee does not report for work when required.

\*16.02 (a) An employee required to perform standby duty shall be compensated as follows for each eight (8) hour shift:

Effective Date of Signing: \$20.40

(b) When standby is required on a statutory holiday, the rate of compensation shall be as follows for each eight (8) hour shift:

Effective the Date of Signing: \$22.60

16.03 All standby duty shall be equally divided among the available qualified employees.

## **ARTICLE 17**

### **CALLBACK**

17.01 (a) Subject to Clause 17.02, an employee who is called back to work after he/she has left his/her place of work shall be paid for a minimum of three (3) hours at the applicable overtime rate provided that the period worked is not contiguous to his/her scheduled working hours.

- (b) Employees who are able to perform their duties at home and are not required to leave their home in order to fulfil those duties, shall not be entitled to callback compensation, but will be considered on authorized overtime. This overtime shall be calculated to the nearest next highest fifteen (15) minute unit.

17.02 An employee who is called back to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the three (3) hour minimum, receives only the benefit of the three (3) hour minimum once. However, should the total time on both calls exceed the three (3) hour minimum the employee will be compensated for the actual time worked at the applicable overtime rate.

17.03 When an employee is recalled to work under the conditions described in Clause 17.01(a), he/she shall be paid the cost of transportation to and from his/her place of work to a maximum of ten dollars (\$10) for each callback or the appropriate kilometre rate.

## **ARTICLE 18**

### **HOLIDAYS**

18.01 The following shall be designated paid holidays:

- (a) New Year's Day
- (b) St. Patrick's Day
- (c) Good Friday
- (d) St. George's Day
- (e) Commonwealth Day
- (f) Discovery Day
- (g) Memorial Day
- (h) Orangeman's Day
- (i) Labour Day
- (j) Thanksgiving Day
- (k) Armistice Day
- (l) Christmas Day
- (m) Boxing Day
- (n) One (1) additional day in each year that, in the opinion of the permanent head, is recognized to be a civic holiday in the area in which the employee is employed. If no civic holiday is provided, the employee shall be granted an additional day at a time to be determined by the permanent head.

18.02 Pay For Scheduled Work on Holiday

When an employee is required to work on a holiday, he/she shall be paid at the rate of one and one-half (1 1/2) times his/her regular rate of pay or he/she shall be entitled to time off with pay on the basis of one and one-half (1 1/2) hours for each hour worked, at the request of the employee. The employee's decision to receive time off must be conveyed to the supervisor within seventy-two (72) hours of working on the holiday. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive pay in lieu of time off at the rate of time and one-half (1 1/2) his/her regular rate of pay for all hours worked on the holiday in addition to holiday pay.

18.03 Holiday Falling on the Day of Rest

- (a) When a calendar day designated as a holiday under Clause 18.01 coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a later date approved by the permanent head. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive one (1) day's pay to compensate him/her for the holiday.
- (b) When a holiday falls on an employee's day of rest, and he/she is required to work on such a holiday, he/she shall receive two (2) hours pay for each hour worked on that day and in addition he/she shall receive one (1) hour off for each hour worked. The employee may request time off in lieu of overtime payment provided that such time off must be granted on the basis of two (2) hours off for each hour worked, within two (2) months of incurring the overtime. If such time off cannot be given within two (2) months and at the convenience of the employee, he/she shall be paid at the applicable rate.

18.04 Christmas and New Year

The Employer agrees to use reasonable efforts to accommodate the scheduling of employees on Christmas Day, Boxing Day, and New Year's Day so that each employee may have time-off on one or more of these holidays.

**ARTICLE 19**

**TIME OFF FOR UNION BUSINESS**

- 19.01 Upon written request by the Union to the permanent head and with the approval in writing of the permanent head, leave with pay shall be awarded to an employee as follows:
- (a) In the case of an employee who is a member of the Provincial Board of Directors of the Union or an elected delegate of a recognized local of the Union and who is required to attend the Biennial Convention of the Union, the Newfoundland and Labrador Federation of Labour Convention and Component Convention within the Province, leave with pay not exceeding three (3) days in any year for each of the above Conventions except that where a Component Convention and the Biennial Convention are held in the same year, leave with pay not exceeding two (2) days may be awarded for the purpose of attending the Component Convention.
  - (b) In the case of an employee who is a member of the Provincial Board of Directors of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.
  - (c) In the case of an employee who is a member of the Provincial Executive of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.
  - (d) In the case of an employee who is a member of the Provincial Board of Directors of the Union or a delegated representative and who may wish to attend meetings of the Canadian Labour Congress or National Union of Provincial Government Employees, leave with pay not exceeding five (5) days in any one year. The permanent head may grant additional leave without pay for this purpose.
- 19.02 With the approval of the permanent head, leave with pay shall be awarded to employees who are members of negotiating committees while they are attending negotiating sessions on the understanding that the number of employees in attendance at negotiations shall be kept to reasonable limit. The Union shall notify the permanent head of the employees affected prior to the commencement of negotiations and employees shall in all instances give prior notice of absences from work to their immediate supervisors and such notice shall be given as far in advance as possible.
- 19.03 (a) The Employer may grant, on written request, leave of absence without pay for a period of one (1) year, for an employee selected for a full-time position with the Union, without loss of accrued benefits. The period of leave of absence may be renewed upon request. Employees may not accrue any benefits, other than seniority, during such period of absence.

- (b) The Employer shall grant, upon written request, leave of absence without pay to an employee who has been elected to a full time position with the Union or the Affiliate, without loss of accrued benefits. The leave of absence shall be for the full duration of the elected position and the employee shall continue to accumulate seniority.

19.04 Subject to approval of the Permanent Head or designate, unpaid leave may be provided to individuals requesting periodic leave of varying duration to work on behalf of the Union. Employees will accrue seniority during such period of absence.

## **ARTICLE 20**

### **BEREAVEMENT LEAVE**

20.01 Subject to Clause 20.02, 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, legal guardian, common-law spouse, children of common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, or near relative living in the same household, three (3) consecutive days; and
- (b) In the case of his/her son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) day.

20.02 (a) If the death of a relative referred to in Clause 20.01(a) occurs outside the island portion of the Province, the employee may be granted one (1) additional day's leave with pay for the purpose of attending the funeral.

- (b) If the death of a relative referred to in Clause 20.01(a) occurs outside Labrador and the employee resides in Labrador, the employee may be granted one (1) additional day's leave with pay for the purpose of attending the funeral.

20.03 In cases where extraordinary circumstances prevail, the permanent head may, at his/her discretion, grant special leave for bereavement up to a maximum of two (2) consecutive days in addition to that provided in Clauses 20.01 and 20.02.

20.04 If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.

20.05 For the purpose of this Article, 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.

**ARTICLE 21**

**ANNUAL LEAVE**

21.01 (a) The maximum annual leave which an employee shall be eligible for in any year shall be as follows:

<u>Hours of Service</u> <u>(not including overtime)</u>	<u>Number of Hours</u>
Up to 18,200 hours	105
From 18,200 to 45,500 hours	140
In excess of 45,500 hours	175

(b) The following provisions respecting annual leave shall apply:

- (i) An employee may be permitted to avail of annual leave earned during the first two hundred and eighty (280) hours of service not including overtime hours on a pro-rata basis.
- (ii) when an employee has had not less than two hundred and eighty (280) hours of service not including overtime hours he/she may anticipate annual leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period;
- (iii) when an employee becomes eligible for a greater amount of annual leave, he/she may be allowed in the year in which the change occurs, a portion of the additional leave for which he/she has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working hours;
- (iv) part-time employees shall be entitled to payment for annual leave in accordance with this clause on a pro-rata basis.

21.02 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.



- 21.03 Annual leave shall not be taken except with the prior approval of the permanent head. However, subject to the operational requirements of the public service, the permanent head shall make every reasonable effort to grant the employee his/her annual leave at a time requested by the employee.
- 21.04 Subject to the requirements of the public service, the permanent head will make every reasonable effort not to recall an employee to duty after he/she has proceeded on annual leave.
- 21.05 In respect of leave which may be carried forward to subsequent years, the following shall apply:
- (a) Annual leave accruing, pursuant to Regulation 5 of the Civil Service Leave Regulations, 1960, to an employee appointed before the date of the coming into force of the Public Service (Leave) Order shall continue to accrue to his/her credit and may, subject to Clause 21.03, be taken by him/her at any time in addition to his/her current and accumulated annual leave.
  - (b) An employee may carry forward to another year any proportion of annual leave not taken by him/her in previous years until, by so doing, he/she has accumulated a maximum of:
    - i) one hundred and forty (140) hours annual leave, if he/she is eligible for one hundred and five (105) hours or one hundred and forty (140) hours in any year;
    - ii) one hundred and seventy-five (175) hours annual leave, if he/she is eligible for one hundred and seventy-five (175) hours in any year.

Each of the above accumulations is in addition to his/her current annual leave and annual leave accruing to him/her pursuant to sub-clause (a) hereof.

However, consideration will be given to allowing employees to carry forward more than the aforementioned maximum where such employees were prevented from taking annual leave as a result of being on extended sick leave or Workers' Compensation benefits.

- (c) Subject to Clause 21.03, the annual leave accumulated by an employee pursuant to sub-clause (a) hereof, may be taken by him/her at any time in addition to his/her current and accrued annual leave.

- 21.06 (a) An employee who becomes ill while on annual leave may change the status of his/her leave to sick leave effective the date of notification to the Employer provided that the employee submits a certificate(s) acceptable to the permanent head, signed by a qualified medical practitioner:
- i) by the date the employee's approved annual leave period expires; or
  - ii) where the period of illness is to extend beyond the expiration of the approved annual leave period at such intervals as the permanent head may require.

The medical certificate shall state that during the period of his/her absence (which shall be stated on the certificate) he/she was unable to perform his/her duties and in addition the reason(s) for such absence should be given.

- (b) In the case of an employee who is admitted to hospital while on annual leave, he/she may change the status of his/her leave to sick leave with effect from the date he/she was admitted to hospital.
  - (c) The period of vacation so displaced in Clause 21.07(a) and (b) shall be reinstated for use at a later date to be mutually agreed.
- 21.07 Subject to Clause 21.02, in an incomplete year before resignation or retirement, an employee may receive a proportionate part of his/her annual leave for that year.
- 21.08 Sick leave awarded in accordance with Clause 22.05 or periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for annual leave purposes and the employee's period of service shall be noted accordingly.
- 21.09 For the purpose of this Article, employees who are re-employed by the Employer after lay off or termination, may have service prior to lay-off or termination credited to them for annual leave purposes.
- 21.10 An employee who is authorized by his/her permanent head to proceed on annual leave for a period of not less than two (2) consecutive weeks, shall upon written request, be issued an advance payment, once per year, of the regular pay cheque(s) he/she would normally receive during such period of leave. The written request for this advance payment must be received by the permanent head at least four (4) weeks prior to the last pay before the employee's annual leave period commences.
- 21.11 Military service shall be recognized for annual leave purposes in accordance with the War Service (Pensions) Act, and service as a teacher recognized as pensionable service in accordance with the Public Service (Pensions) Act shall be recognized for annual leave purposes.

In addition, service with a Governmental or quasi-governmental Board, Commission or Agency created by statute or established by the Lieutenant-Governor in Council, or with a hospital not operated by Government accepted as pensionable service in accordance with the Public Service (Pensions) Act shall also be recognized as service for annual leave purposes.

- 21.12 (a) Subject to 21.05, employees who are laid off may leave current, accumulated and accrued leave with the Employer to be taken at a later date.
- (b) Seasonal and temporary employees, upon employment, shall be given an option with respect to annual leave as follows:
- (i) Subject to 21.05, to carry over any unused annual leave which he may have to his/her credit at the end of his/her employment period;
  - (ii) To receive payment for annual leave on a regular basis throughout his/her employment period; or
  - (iii) To receive payment for annual leave at the end of the employee's employment term.

The choice provided in accordance with Clause 21.12(b) must be made immediately upon employment. It shall be the Employer's responsibility to acquire the employee's choice in writing upon re-hire.

- 21.13 Any earned but unused annual leave of a deceased employee shall be paid to the employee's estate.
- 21.14 An employee who so desires may be permitted to take annual leave immediately before or after her maternity leave.

## **ARTICLE 22**

### **SICK LEAVE**

- 22.01 (a) (i) An employee is eligible to accumulate sick leave with full pay at the rate of fourteen (14) hours for each month of service.
- (ii) Notwithstanding Clause 22.01(a)(i), an employee hired after May 4, 2004 is eligible to accumulate sick leave at the rate of seven (7) hours for each month of service.

- (b) (i) The maximum number of hours of sick leave which may be awarded to an employee during any consecutive thirty six thousand four hundred (36,400) hour period of service shall not exceed three thousand three hundred sixty (3,360) hours.
- (ii) Notwithstanding Clause 22.01(b)(i), the maximum number of hours of sick leave which may be awarded to an employee hired after May 4, 2004 during any consecutive thirty six thousand four hundred (36,400) hour period of service shall not exceed one thousand six hundred eighty (1,680) hours.
- (c) An employee may anticipate sick leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period.

22.02 For the purpose of Clause 22.01, an employee who receives full salary or wages in respect of fifty percent (50%) or more of the working days in the first or last calendar month of his/her service, computed in full or half days shall, in each case, be deemed to have had a month of service.

22.03 (a) When an employee has reached the maximum of sick leave which may be awarded him/her, in accordance with this Article, he/she shall, if he/she is still unfit to return to duty, proceed on annual leave (including current, accumulated and accrued leave) if he/she is eligible to receive such leave or special leave without pay at his/her option.

(b) Employees on special leave without pay shall continue to accumulate seniority except where they would have been otherwise laid off.

22.04 The permanent head may require an employee to submit a medical certificate during any period that an employee is on sick leave. In any event, sick leave in excess of twenty-one (21) consecutive working hours at any time or forty-two (42) working hours in the aggregate in any year shall not be awarded to an employee unless he/she has submitted in respect thereof a medical certificate satisfactory to the permanent head.

22.05 Where, in the opinion of the permanent head, it is unlikely that an employee will be able to return to duty after the expiration of his/her accumulated sick leave, he/she may be required by the permanent head to undergo a medical examination. If it appears from such examination that in the opinion of a Medical Doctor in the Department of Health, it is unlikely that the employee will be able to return to duty, then the employee may be retired effective when his/her accumulated sick leave has expired or at retirement age and paid such pension award as he/she may be eligible to receive and the employee shall be given notice in accordance with Article 35.

- 22.06 Periods of special leave without pay in excess of twenty (20) working days in the aggregate in any year or periods when an employee is under suspension, shall not be reckoned for sick leave purposes.
- 22.07 Sick leave shall not be granted to an employee who is on maternity leave or any other type of leave without pay or during periods of suspension.
- 22.08 Where an employee has a break in service in excess of forty-five (45) consecutive calendar days not caused by layoff, his/her service for the purpose of this Article shall be deemed to commence from the date of his/her re-employment.

### **ARTICLE 23**

#### **GROUP INSURANCE**

- 23.01 The Group Insurance Plan presently in effect shall remain in effect during the term of this Agreement.
- 23.02 The Employer will pay 50% of the premiums of the Insurance Plan and the employees will pay 50%.
- 23.03 Seasonal employees shall have the right to continue coverage during layoff through direct payments of 100% of the premiums of the Insurance Plan.
- 23.04 A summary of the general provisions and benefits of the Plan is appended to the Agreement as Schedule G.
- \*23.05 Employer agrees to pay its share of Group Insurance Premiums on behalf of employees on maternity leave, adoption/parental leave, for a maximum of fifty-two (52) weeks.

### **ARTICLE 24**

#### **INJURY ON DUTY**

- 24.01 (a) All employees shall be covered by The Workplace Health and Safety Compensation Act.
- (b) An employee who is unable to perform his/her duties because of a personal injury received in the performance of his/her duties shall report the matter to his/her Supervisor and submit an account of the accident using the prescribed form as soon

as possible. An employee's claim will not be delayed where the prescribed form is not immediately provided to the employee through the Supervisor.

- (c) An employee who is unable to perform his/her duties because of a personal injury received in the performance of his/her duties shall be immediately placed on Injury on Duty Leave and receive compensation in accordance with the provisions of The Workplace Health and Safety Compensation Act. If the claim is subsequently denied by the Workplace Health and Safety Compensation Commission, the employee may access other available benefits including sick leave and annual leave.
- 24.02
- (a) In the event that the employee dies as a result of an injury received in the performance of his/her duties, his/her estate shall receive all death benefits owing to the employee in accordance with the provisions of the Workplace Health and Safety Compensation Act, in addition to any benefits he/she would be eligible for under the Public Service Pensions Act.
  - (b) In the event that an employee becomes permanently disabled or incurs a recurring disability as a result of an injury received during the performance of his/her duties the employee will receive benefits in accordance with the provisions of The Workplace Health and Safety Compensation Act.
- 24.03
- (a) An employee confirmed as being unable to perform the regular duties of his/her classification as a result of injury on duty will be employed in other work he/she can do provided a suitable vacancy is available and provided that the employee is qualified and able to perform the duties required. Where a suitable vacancy is available the rate for the new position shall apply.
  - (b) Where a suitable vacancy is not available, the incapacitated employee retains the right to displace a less senior employee in another classification who occupies a position which the incapacitated employee is qualified and able to fill. Where an incapacitated employee advises the Permanent Head in writing of his/her intention to exercise his/her right to displace a less senior employee, the incapacitated employee will be deemed to have been given notice of lay-off effective from the date he/she was confirmed as being unable to perform the regular duties of his/her classification. Accordingly, the right to displace a less senior employee in another classification shall be exercised as per the provisions of Articles 33, 34 and 35, Job Competition, Seniority, Lay-off, Bumping and Recall.
- 24.04
- In the event that an employee is placed on leave under the provisions of this Article, he/she will not accrue seniority during any period when he/she would normally be laid off.

- 24.05 The Employer determines whether its employees will be covered directly by the Workplace Health and Safety Compensation Commission or indirectly through a "self-insured" arrangement. Benefits under either arrangement are to be in accordance with the provisions of The Workplace Health and Safety Compensation Act.
- 24.06 It is understood and agreed by the parties to this Collective Agreement that an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace, Health, Safety and Compensation Commission after the date of signing of this agreement, shall no longer accumulate benefits under this agreement but shall have their position with the Employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the *Human Rights Act*.

## **ARTICLE 25**

### **MATERNITY LEAVE/ADOPTION/PARENTAL LEAVE**

- 25.01 (a) 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.
- (b) An employee is entitled to a maximum of fifty-two (52) 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.
- 25.02 (a) An employee may return to duty after giving his/her Permanent Head two (2) weeks notice of his/her intention to do so.
- (b) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- 25.03 (a) Periods of leave up to fifty-two (52) weeks shall count for annual leave, sick leave, severance pay, and step progression.
- (b) Periods of leave up to fifty-two (52) weeks shall count for seniority purposes.
- (c) 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.

- 25.04 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.
- 25.05 The Government will endeavor to provide child care services for its employees wherever possible.
- 25.06 While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through their Human Resource Division.
- 25.07 An employee returning from maternity leave may be exempt from standby and callback until the child is one (1) year old provided that other qualified employees in her work area are available.
- 25.08 (a) Female employees occupying bargaining unit positions as of April 1, 1994, shall count all periods of maternity leave and adoption leave for seniority purposes, regardless of the year in which such leave occurred, provided such employee(s) did not lose seniority for reasons other than maternity/adoption leave as outlined in this Article of the current General Service Collective Agreement.
- (b) Maternity/Adoption/Parental leave shall be defined as a period where an employee can demonstrate he/she was on leave related to the birth of a child or the adoption of a child, and such employee returned to work within a maximum of twelve (12) months.

## **ARTICLE 26**

### **EDUCATION LEAVE**

- 26.01 With the prior approval of the Employer, an employee may be awarded education leave as follows:
- (a) Where the Employer requires an employee to take advanced or supplementary courses of professional or technical training, the employee shall be awarded leave with pay where required under such terms and conditions as the Employer may prescribe.
- (b) At the request of an employee, education leave may be awarded to an employee to enable him/her to participate in courses of training either within or outside the Province. The duration of and the rates of pay for such leave shall be subject to such terms and conditions as the Employer may see fit to prescribe.



- (c) With approval of the permanent head, leave with pay may be awarded to an employee for the period of time required to write exams for educational courses approved by the Employer.
- 26.02 The Employer recognizes the benefits of employees enhancing their career goals through a variety of career development activities. Employees participating in such activities will maintain their present salary during such periods.
- 26.03 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.
- 26.04 Employees while on unpaid educational leave shall continue to accumulate seniority including periods of educational leave prior to signing of this Agreement.

**\*ARTICLE 27**

**SPECIAL LEAVE WITHOUT PAY**

- 27.01 With the approval of the permanent head, special leave without pay may be granted in exceptional circumstances to an employee.
- 27.02 Periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for annual and sick leave purposes and the employee's record of service shall be noted accordingly.

**\*ARTICLE 28**

**LEAVE - GENERAL**

- 28.01 (a) Unpaid Leave

Subject to operational requirements and availability of qualified replacement staff, where required, the Employer agrees to provide employees with 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 amounts of less than two (2) days at a time.

(b) 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.

(c) Compassionate Leave

Subject to the approval of the permanent head, special leave with pay not exceeding three (3) days may be granted in special circumstances for reasons other than those referred to in Article 20.

28.02 An employee with a governmental 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 who transfers from such board, commission or hospital without break or with a break of less than thirty (30) calendar days shall be permitted to transfer the annual leave and sick leave remaining to his/her credit.

\*28.03 In the event that an employee is, with the approval of the Lieutenant-Governor in Council, seconded for duty outside the Government of Newfoundland and Labrador, the period of his/her secondment shall be deemed to be service within the meaning and intent of this Agreement.

\*28.04 The parties to this Agreement shall negotiate a deferred salary leave plan for employees covered by this Agreement to be introduced no later than six (6) months from date of signing.

\*28.05 (a) The Employer shall grant leave with pay to an employee who serves as a juror or who is required to attend jury selection.

(b) Employees shall be entitled to leave with pay when subpoenaed by a Board or Authority legislatively entitled to issue a subpoena to appear as a witness.

**ARTICLE 29**

**FAMILY/HOME RESPONSIBILITY LEAVE**

- 29.01 (a) Subject to Clause 29.01(b), (c) and (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 temporary care of the employee's sick mother, father or dependent child, not necessarily living in the same household;
  - (iii) attend to the needs relating to the birth of an employee's child;
  - (iv) accompany a dependent family member living in the same household on a dental or medical appointment;
  - (v) attend meetings with school authorities;
  - (vi) attend to the needs relating to the adoption of a child; and
  - (vii) attend to the needs related to home or family emergencies
- shall be awarded up to twenty-one (21) hours' paid family leave in any fiscal year.
- (b) In order to qualify for family leave, the employee shall:
- (i) provide as much notice to the Employer as reasonably possible;
  - (ii) provide to the Employer valid reasons why such leave is required; and
  - (iii) where appropriate, and in particular with respect to (ii), (iv) and (v) of Clause 29.01 (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 to work following a recall and subsequently qualifies for family leave during that period for which he/she was recalled.

**ARTICLE 30**

**CLASSIFICATION**

- 30.01 Employees shall be notified, in writing, of any changes in their classification.
- 30.02 The Classification Appeal Board shall carry out its functions in accordance with the Classification Review and Appeal Board Procedures as set out in Schedule "F".
- 30.03 When an employee feels that his/her position has been unfairly or incorrectly classified, the employee may submit a request for review in accordance with the procedures outlined in Schedule "F".
- 30.04 Classification decisions arising out of an employee's request for review or appeal shall be retroactive to the date the request was first received by the Classification and Compensation Division of the Public Service Secretariat.

**ARTICLE 31**

**SALARIES**

- 31.01 The salary scales set out in Schedule B will become effective from the dates prescribed in this Schedule and the salary adjustment formula set forth therein will be applied.
- 31.02 Employees shall be paid every two (2) weeks by cheque or, by mutual agreement, direct deposit. However, effective 2000 04 01, all new employees shall be paid by direct deposit where such banking arrangements are available. Direct deposit or pay cheques will be accompanied by a statement containing the following information:
- (a) gross pay
  - (b) overtime
  - (c) shift premium
  - (d) special allowances
  - (e) miscellaneous deductions
  - (f) net pay

31.03 (a) Promotion to Higher Pay Range

The rate of pay of an employee promoted shall be established at the nearest point on the new pay range which exceeds his/her existing rate by at least 5%, but shall not exceed the maximum of the new pay range. Where however, the rate of pay prior to promotion is above the maximum of the new pay range, his/her present rate shall be retained.

(b) Promotion to a Higher Ranked Grouping

Employees promoted to higher ranked grouping within his/her classification shall not be eligible for the salary treatment specified in Clause 31.03 (a).

31.04 Voluntary Demotion

The rate of pay of an employee voluntarily demoted shall be established at a point on the new pay range which does not exceed his/her existing rate. If his/her existing rate falls between two steps on the new pay range, it shall be adjusted to the lower step and if his/her existing rate exceeds the maximum for the new pay range, it shall be reduced to the maximum for the pay range.

31.05 Involuntary Demotion

The rate of pay of an employee involuntarily demoted for other than disciplinary reasons or for other than incompetence or unsuitability shall be established at a point on the new scale which is equivalent to his/her existing rate. If his/her existing rate falls between two steps, it shall be adjusted to the higher rate. If his/her existing rate is above the maximum for the new pay range the existing rate shall be red-circled.

**\*ARTICLE 32**

**TEMPORARY ASSIGNMENT**

- 32.01 (a) Subject to Clause 32.01(b), where an employee is required, in writing, by the permanent head to perform duties and responsibilities in a position which is classified as being higher than the employee's own classification, he/she shall be reimbursed for the entire period of the temporary assignment provided he/she has occupied the higher position for a period of at least two (2) continuous days at a rate in the higher classification which will yield an increase of not less than five percent (5%) provided that the rate does not exceed the maximum of the salary scale.

- (b) Where, in any week, because of a statutory holiday or other holidays agreed to by the Employer the number of days is less than the two (2) continuous days referred to in Clause 32.01(a), the prerequisite for reimbursement in Clause 32.01(a) shall be reduced by the number of the aforementioned holidays in that week.
  - (c) An employee temporarily assigned to perform duties of a lower classification shall continue to be paid at his/her current salary.
  - (d) An employee who receives a subsequent temporary assignment to the same classification carrying a higher rate of pay will be reimbursed in accordance with the relevant promotional procedures with the understanding that the employee on subsequent temporary assignments will not be assigned to a step lower than that of previous temporary assignments.
- 32.02 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 or step progression in the interim.

### **ARTICLE 33**

#### **JOB COMPETITION**

- 33.01 (a) Where the Employer determines that a vacancy in a bargaining unit position is to be filled, the Employer shall post notice of the competition for at least seven (7) calendar days in readily accessible places.
- (b) All vacancies identified in accordance with Clause 33.01(a), will be posted within the public service prior to outside applicants being considered, except where, in the opinion of the Public Service Commission, it is not in the public interest to comply with this provision.
- 33.02 Notice of job competitions shall contain the following information:
- (a) the classification title and, where applicable and required, the organization title;
  - (b) description of position;
  - (c) Step 1 - Step 3 and GS level;
  - (d) required qualifications;
  - (e) location of the position;
  - (f) closing date;
  - (g) shift work where applicable; and
  - (h) the public service is an equal opportunity employer.

- 33.03 (a) An employee who is requested to attend an interview by the Public Service Commission or the permanent head shall, with the prior approval of his/her immediate supervisor be awarded such time off with pay as is required for the purpose of attending the interview.
- (b) An employee required to attend an interview by the Public Service Commission or the permanent head shall be entitled to reimbursement of reasonable expenses necessarily incurred by him/her in attending such interview in accordance with the rules prescribed by the Treasury Board.
- 33.04 Upon request, an unsuccessful applicant for a job vacancy will be informed of the reason why he/she was unsuccessful and/or the name and classification of the successful applicant.

33.05 Temporary Appointment Within the Bargaining Unit

- (a) A permanent employee who is temporarily appointed to fill a temporary position or backfill a permanent position as a result of a competition held in accordance with this Article shall retain his/her permanent status.
- (b) Should a permanent employee be temporarily appointed to and occupy a temporary/permanent position for a period less than twenty-four (24) consecutive months, he/she shall return to the position held prior to the temporary appointment, if it is still available, either at the conclusion of the period of temporary appointment, upon twenty (20) days notice from the Employer, whichever is the earlier, or upon being bumped from his/her temporary appointment position. A permanent employee returning to his/her previous position under this Clause is not entitled to exercise his/her bumping rights. If the former position is not available, he/she shall be entitled to bump at his/her permanent classification level in his/her regular department and headquarters.
- (c) Should a permanent employee occupy the temporary/permanent position for a period greater than twenty-four (24) consecutive months, he/she shall forfeit all rights to his/her former permanent or temporary position, and be entitled to bump at his/her current pay range in the department issuing the notice of layoff.
- (d) An employee, within the first twenty-four (24) months of a temporary appointment, may terminate the temporary appointment and return to his/her permanent position by giving thirty (30) days notice.
- (e) If an employee completes a temporary appointment and returns to his/her former position, the employee backfilling his/her permanent position shall be laid off, or if possible, returned to his/her former position.

- (f) Subject to Clause 33.05 (b), a permanent employee cannot be removed from his/her temporary appointment prior to the date established by the Employer if there are less senior temporary employees in the same classification, headquarters, and division.
- (g) If the permanent employee is appointed to a temporary position, the position will be considered as permanent for redundancy purposes.
- (h) A temporary appointment is effective on the date the employee assumes the responsibilities of the new temporary/permanent position.

33.06 Notwithstanding the posting requirements of this Article, and where the parties mutually agree, lateral transfers or voluntary demotions may be granted without posting for the following reasons:

- (a) On compassionate or medical grounds, to permanent employees who have completed their probationary period.
- (b) Subject to 24.03 (a) and (b), to all employees who have become incapacitated by injury on duty or work related illness.

33.07 Whereas the parties recognize:

- (a) opportunity for promotion should increase with length of service;
- (b) the parties therefore agree that in evaluating candidates who have been recommended by either the Public Service Commission or a chair of a departmental selection committee for promotion, the permanent head shall consider three criteria: qualifications, ability and seniority.
- (c) where the recommended candidates are evaluated as being relatively equal, the senior recommended candidate shall be selected for appointment.

33.08 Each department shall maintain a seniority list for permanent, seasonal, and temporary employees showing the total seniority of each. The list shall be posted in January of each year and a copy sent to the Union. Employees have thirty (30) days from the posting of the seniority list to contest the accuracy of their seniority recorded on the list.

33.09 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 and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. The parties may mutually agree, in writing, to extend the trial period. Where the Employer and the Union agree, the employee may revert to his/her former position prior to the completion of the trial period.

## **ARTICLE 34**

### **SENIORITY**

34.01 For the purpose of this Article, an employee shall mean a person employed in the Public Service as defined in Schedule "I". Subject to Clause 9.04 (Temporary Assignment), Seniority shall be defined as:

- (i) service in a position which is paid on the GS Pay Scale, or service in a non-supervisory position which is paid on a Management Pay Plan. New employees hired after July 1, 2001, into non-bargaining unit GS positions or non-supervisory management positions paid on the Management Pay Plan shall not have such service counted for seniority should they obtain a bargaining unit position.
- (ii) service in a position which was, or is, paid on a Management Pay Plan in the event that the position was, or is, placed within the bargaining unit either through reclassification or mutual agreement of the parties.
- (iii) service during the first 12 months of permanent appointment to a supervisory position on a Management Pay Plan.

34.02 The following conditions shall result in loss of seniority for an employee:

- (a) the employee resigns in writing and does not withdraw the letter of resignation within five (5) calendar days of its submission, provided the employee gives notice in accordance with Clause 37.03 or where the employee resigns or retires and is not re-employed within thirty (30) calendar days provided the employee gave notice in accordance with Clause 37.03;
- (b) he/she is dismissed and is not reinstated;
- (c) he/she has been laid off in excess of twenty-four (24) consecutive months;
- (d) when recalled from layoff, in his/her classification, he/she fails to report within fourteen (14) calendar days of notice to do so, unless sufficient reason is given by the employee;

(e) he/she is absent from work for five (5) consecutive days without notifying his/her permanent head giving a satisfactory reason for such absence.

34.03 Notwithstanding the provisions of Clause 34.02, where an employee resigns his/her position because of the transfer of a spouse by the spouse's employer, the employee shall regain his/her seniority if he/she is re-employed within the same bargaining unit within twenty-four (24) months of his/her resignation.

34.04 Subject to Clause 19.03 and 19.04, Time Off for Union Business; 22.03(b), Sick Leave; 25.03(a), Maternity Leave/Adoption/Parental Leave; 26.03, Education Leave; 27.03, Special Leave Without Pay; and 28.01, Leave-General, an employee may not accrue seniority when on leave of absence without pay or under suspensions for periods in excess of thirty (30) consecutive days.

34.05 Where an employee is required by the Employer to relocate from one headquarters area to another and the relocation does not constitute a change in an employee's classification, the senior employee in the classification shall have the first right of refusal, provided the employee who relocates is qualified and able to perform the duties.

34.06 (a) Application

Super seniority applies to a shop steward's regular classification, employee group and departmental headquarters for the duration of their term of office.

(b) Layoff

(i) A shop steward will be the last employee in his/her regular classification and employee group in his/her departmental headquarters to receive notice of layoff, provided he/she is qualified and able to perform the remaining duties required in the classification.

(ii) A shop steward laid off from his/her regular position uses actual seniority when exercising his/her bumping rights.

(c) Recall

If an employee retains his/her shop steward status while on layoff, he/she shall retain super seniority for recall purposes for the duration of their term of office, provided he/she is qualified and able to perform the duties of the position being filled through the recall procedure.

**ARTICLE 35**

**LAYOFF, BUMPING AND RECALL**

- 35.01 (a) Subject to Clause 34.01, when initiating layoffs, recalls, and bumping, there shall be three (3) distinct employee groups as follows:
1. permanent employees
  2. seasonal employees
  3. temporary employees
- (b) Employees in each group shall be entitled to bump other employees in the same employee group according to seniority, and employees in lower employee groups as per Clauses 35.01 (c), (d), (e) and (f), provided permanent employees cannot be bumped by temporary or seasonal employees regardless of seniority.
- (c) Permanent employees can bump seasonal and temporary employees with less than twenty-four (24) months seniority regardless of the actual seniority of the permanent employee. For example; a permanent employee with one (1) month seniority can bump a seasonal employee with fifteen (15) months seniority or a temporary employee with twenty-three (23) months seniority.
- (d) A permanent employee can bump seasonal or temporary employees with more than twenty-four (24) months seniority provided the permanent employee has more actual seniority than the seasonal or temporary employee being bumped. For example; a seasonal or temporary employee with three (3) years seniority can only be bumped by a permanent employee with more than three (3) years seniority.
- (e) Seasonal employees can bump temporary employees with less than twenty-four (24) months seniority regardless of the actual seniority of the seasonal employee. For example; a seasonal employee with three (3) months seniority can bump a temporary employee with twenty-three (23) months seniority.
- (f) A seasonal employee can bump a temporary employee with more than twenty-four (24) months seniority provided the seasonal employee has more actual seniority than the temporary employee being bumped. For example; a temporary employee with three (3) years seniority can only be bumped by a seasonal employee with more than three (3) years of seniority.

### 35.02 Layoff Procedure

- (a) If a group of employees in the same division and classification is being affected by a layoff, no layoff notice shall be issued to an employee while there is an employee from a lower ranked employee group employed in the same classification.
- (b) Where a department determines that a layoff is required within a headquarters, the employee, in the department, headquarters, division, employee group, and classification directly affected by the layoff or who is the least senior in a group of employees affected, shall be the first employees laid off, provided that the employees who would be retained in accordance with this procedure are qualified and able to perform the duties required.
- (c) Subject to Clause 35.02(a) and Clause 35.02(b), where two or more employees have equal seniority and provided the employees are qualified and able to perform the duties required, the employee(s) selected for layoff will be determined by a random draw conducted by the Employer. The Employer shall inform the employees and the union of the results of the draw during the notice period. The notice period will not be extended as a result of the draw. Affected employees and the employees' shop steward may be permitted to be present during such draws at no cost to the Employer.

### 35.03 Recall Procedure

- (a) Where a department determines that a recall is required within a headquarters area (for the purpose of recall, an employee's headquarters area shall be the headquarters area from which he/she was laid off), the employees in the department, headquarters area, employee group, and classification affected by the recall, who have the most seniority, shall be the first employees recalled, provided that the employees who would be recalled in accordance with this procedure are qualified and able to perform the duties required.
- (b) An employee may change his/her headquarters area and/or classification as a result of exercising his/her bumping rights under Clause 35.04. For the purpose of recall, a department will be required to recall an employee as if he/she did not exercise his/her bumping rights. For the purpose of layoff, the department will be required to issue notice of layoff to the employee in accordance with the classification and headquarters area in which he/she is currently employed.
- (c) When an employee is recalled to work in the same classification or position, he/she will receive not less than that received prior to layoff, plus any salary adjustments to that classification or position made during layoffs, except where the layoff exceeds two (2) years.

- (d) An employee loses his/her right of recall to the position from which he/she was initially laid off if he/she is not recalled to the position within 24 months of the layoff. The employee continues to have recall rights, in descending pay range order, to other positions held within the most recent 24 months.
- (e) The employee who is bumped from a recall in accordance with this procedure shall be deemed not to have been recalled.
- (f) For the purposes of recall, employees will be recalled in order of seniority with permanent employees having super seniority over seasonal and temporary employees, and seasonal employees having super seniority over temporary employees.
- (g) Subject to Clauses 35.03(a), 35.03(b), 35.03(c), 35.03(d), 35.03(e), and 35.03(f), where two or more employees have equal seniority and provided the employees are qualified and able to perform the duties required, the employee(s) selected for recall will be recalled as per the order established in accordance with Clause 35.02(c).

#### 35.04 Bumping Procedure - Bumping Rights on Layoff

- (a) Seasonal and Temporary Employees
  - (i) Subject to Clause 35.01 (b), an employee who is to be laid off in accordance with Clause 35.02 shall be entitled to bump a less senior employee within his/her department, and within his/her headquarters, who has the least seniority within a classification covered by this Agreement, provided that the employee retained or recalled in accordance with this procedure is qualified and able to perform the duties required and provided further that an employee cannot bump upwards.
  - (ii) An employee can only exercise his/her option to bump outside his/her headquarters or headquarters area when (i) there are no employees in an equivalent classification with less seniority within the headquarters or headquarters area whom the employee can bump, and (ii) the employee chooses not to bump into a lower classification within the headquarters or headquarters area. If an employee is unable to bump at the headquarters or headquarters area level, he/she may exercise his/her option to bump at the district level as specified in Clause 35.06(a)(iii).
  - (iii) Seasonal and temporary employees can bump only within the department issuing the notice of layoff.

(b) Permanent Employees

- (i) A permanent employee whose position has been declared redundant or who has been laid off in accordance with Clause 35.02 shall be entitled to bump a less senior employee within his/her department and headquarters, who has the least seniority within a classification covered by this Agreement, provided that the employee retained or recalled in accordance with this procedure is qualified and able to perform the duties required and provided further that employees cannot bump upwards.
- (ii) Notwithstanding Clause 35.04(b)(i), a permanent employee may bump the least senior permanent employee before having to bump the least senior employee in a lower employee group, subject to the conditions of Article 35. Also a full-time employee may bump the least senior full-time employee before having to bump the least senior part-time employee, again subject to the conditions of Article 35.

This provision does not apply when a permanent employee bumps outside his/her department.

- (iii) A permanent employee can only exercise his/her option to bump at the headquarters area level within his/her department when (1) there are no employees in an equivalent classification with less seniority within the headquarters whom the employee can bump, and (2) the permanent employee chooses not to bump into a lower classification within his/her headquarters.

If this situation continues in the headquarters area, he/she may exercise his/her option to bump within his/her department at the district level.

- (iv) If a permanent employee is unable to exercise his/her bumping rights within an equivalent classification in his/her department at his/her headquarters level, he/she is entitled to bump a less senior employee outside his/her department within the headquarters area with the least seniority in an equivalent classification covered by this Agreement, provided the employees retained or recalled in accordance with this procedure are qualified and able to perform the duties required.

- (v) If a permanent employee is unable to exercise his/her bumping rights within an equivalent classification in another department within his/her headquarters area, he/she is entitled to bump a less senior employee with the least seniority in an equivalent classification within his/her own department at the district level. If he/she is unable to bump into an equivalent classification within his/her department, he/she is entitled to bump a less senior employee with the least seniority in an equivalent classification outside his/her own department at the district level.
- (vi) If a permanent employee is unable to exercise his/her bumping rights within an equivalent classification within his/her headquarters area or district in any department, he/she shall bump, if available, a less senior employee in his/her department and headquarters area with the least seniority in a classification covered by this Agreement on the next lower pay range, provided the employees retained or recalled in accordance with this procedure are qualified and able to perform the duties required.
- (vii) If a permanent employee is unable to exercise his/her bumping rights within his/her department and headquarters area in a classification covered by this Agreement on the next lower pay range, he/she shall bump a less senior employee in another department within the headquarters area with the least seniority in a classification covered by this Agreement on the next lower pay range, provided the employees retained or recalled in accordance with this procedure are qualified and able to perform the duties required.
- (viii) If a permanent employee is unable to exercise his/her bumping rights in a classification covered by this Agreement on the next lower pay range at the headquarters area level, he/she may bump, if available, a less senior employee with the least seniority on the next lower pay range within his/her department at the district level or, failing that, bump a less senior employee on the next lower pay range in another department at the district level.

In each instance where an employee is unsuccessful in exercising his/her right to bump outside his/her department, he/she must attempt to exercise his/her bumping rights within his/her department and headquarters area before he/she is eligible to exercise his/her bumping rights in other departments at equivalent or lower classification levels.

For example: A permanent employee who is paid on the GS-20 pay range and who cannot bump into another GS-20 position within his/her headquarters area level, and chooses not to bump into a lower GS position within his/her headquarters area, can only bump into a GS-20 position in another department within his/her headquarters area in the first instance. If he/she cannot bump into a GS-20 position in another department, he/she may then attempt to bump

into a GS-20 position in his/her department at the district level before he/she is eligible to exercise his/her bumping rights into a GS-20 position in another department at the district level. If he/she cannot bump into a GS-20 position in another department at the district level, he/she must then attempt to bump into a GS-19 position in his/her department at the headquarters area level before he/she is eligible to exercise his/her bumping rights into a GS-19 position in another department at the headquarters area level. If he/she cannot bump into a GS-19 position at the headquarters area level, he/she may then attempt to bump into a GS-19 position at the district level within his/her own department and failing that, the least senior employee in a GS-19 position in another department at the district level. Subsequent attempts to bump into a position on lower pay ranges outside his/her department can only occur after the permanent employee is unsuccessful in bumping at the pay range within his/her department and headquarters area.

(c) Ability to Bump Other than the Least Senior Employees

When the Employer determines that an employee is not qualified and able to bump the least senior employee in a classification, the employee may attempt to bump the second most junior employee in the classification, and so forth, until he/she exhausts his/her bumping rights in that classification.

35.05 Bumping Procedure - Bumping Rights on Recall

- (a) An employee who is not recalled when a recall occurs within his/her headquarters area shall be entitled to bump a less senior employee within his/her department and headquarters area who has the least seniority within a classification covered by this Agreement, provided that the employee exercising his/her bumping option on recall is qualified and able to perform the duties required and provided that the employee cannot bump upwards.
- (b) An employee can only exercise his/her option to bump outside his/her headquarters area when (i) there are no employees in an equivalent classification with less seniority within the headquarters area, and (ii) the employee chooses not to bump into a lower classification within the headquarters area. If this situation continues in the headquarters area, he/she may exercise his/her option to bump at the district level.
- (c) Employees exercising their right to bump on recall are restricted to bumping within the department from which they were initially laid off.



35.06 Bumping/Recall - Definitions and Restrictions

(a) **Definitions**

(i) Headquarters

Each building/work location is to be considered a headquarters. The Confederation Complex is considered a single headquarters.

(ii) Headquarters Area

A headquarters area is the community in which the headquarters/work location is situated. Communities which are immediately adjacent will be considered as one (1) headquarters area. All other work locations outside communities shall be considered as separate headquarters areas.

(iii) Bumping Districts

The Province, for layoff, recall and bumping purposes, is broken down into five (5) districts as per Schedule L, with these districts being applicable to all departments.

(iv) Provincial Park

Each provincial park is considered a separate headquarters area within its respective departmental district.

(b) **Restrictions**

(i) All employees hired after July 1, 2004, will earn seniority if occupying a bargaining unit position, but will not be eligible for bumping or recall unless they have acquired their position in accordance with Article 33.

(ii) Upward Bumping

Employees exercising their bumping rights cannot bump upwards.

(iii) Notice of Layoff

The employee who is bumped in accordance with this procedure shall be deemed to have been given notice of layoff with effect from the date that the employee who bumped him/her was given notice of layoff.

(iv) Reduction in Hours of Work

An employee whose scheduled hours of work are reduced will be entitled to exercise his/her bumping rights as if he/she were laid off.

(v) Rate of Pay

An employee who changes his/her classification as a result of this procedure shall be paid at the same step on the scale for his/her new classification as he/she was being paid in his/her previous classification.

(vi) Bumping Period

(a) An employee who chooses to bump another employee within his/her department in accordance with this procedure must exercise that right either before the date he/she would otherwise be laid off (excluding cases where payment in lieu of notice is given, in which case the prescribed period will apply) or within 10 days of the occurrence of a recall within his/her headquarters area.

(b) A permanent employee who receives the initial notice of redundancy/layoff must notify his/her permanent head or designate of his/her decision to bump outside his/her department within 14 calendar days of receipt of notice. No permanent employee shall be laid off by virtue of being displaced by a more senior permanent employee without receiving at least forty-eight (48) hours notice, provided that all bumping actions are taken within thirty (30) calendar days of the date the original employee was given notice of redundancy/layoff.

(vii) Departmental Restriction

Bumping by permanent employees outside their own departments is restricted to direct government departments as listed in Schedule I of this Agreement.

(viii) Retention of Permanent/Seasonal Status

Permanent employees bumping into lower employee group positions will retain their permanent status. Also, seasonal employees bumping into a lower employee group position will retain their seasonal status.

(ix) Employees Working Outside Regular Department

- (a) Employees who are working outside of their regular department (e.g. filling a temporary position or on secondment) must first commence the bumping procedure within their regular department in accordance with the collective agreement.
- (b) If such employees are bumped from their regular position in their regular department, they can continue on secondment, etc., but must exercise a "paper bump" in accordance with the procedure outlined in this collective agreement.

(x) Seniority Protection - Temporary Employees

Permanent and seasonal employees cannot bump more senior temporary employees who have at least twenty-four (24) months of continuous service. However, permanent employees cannot be bumped by temporary or seasonal employees regardless of seniority.

**ARTICLE 36**

**PERSONAL LOSS**

- 36.01 Subject to Clauses 36.02 and 36.03, where an employee in the performance of his/her duty, suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered to a maximum of one thousand dollars (\$1,000.00) subject to the provision of replacement item receipts, original purchase receipts, if available, and the approval of the permanent head.
- 36.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within five (5) days of the incident to the permanent head or his/her designated representative. Employees on travel status shall have up to five (5) additional days in which to report the personal loss.
- 36.03 This provision shall only apply in respect of personal effects which the employee would reasonably have in his/her possession during the normal performance of his/her duty.

**ARTICLE 37**

**LAYOFF/TERMINATION FROM EMPLOYMENT**

- 37.01 (a) Except in the case of dismissal for just cause, thirty (30) calendar days' notice, in writing, shall be given to permanent or probationary employees who are to be laid off. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- (b) Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of a subsequent bumping by a redundant permanent employee, 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 M. 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 any Employer covered by the coalition negotiations shall be required to pay back part of any severance pay/pay in lieu of 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 and/or the amount paid to a financial institution on behalf of an employee.
- 37.02 Except in the case of dismissal for just cause, ten (10) calendar days' notice, in writing, will be given to temporary, part-time and seasonal employees who are to be laid off, provided that such employees are not hired for a specified time period. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- 37.03 Permanent and probationary employees shall give the permanent head thirty (30) calendar days' written notice, and seasonal, temporary and part-time employees shall give ten (10) calendar days' written notice of intention to terminate employment.
- 37.04 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.
- 37.05 The period of notice may be reduced or eliminated by mutual agreement.
- 37.06 Subject to Clauses 21.05(b), 21.12 and 37.07, upon termination or layoff, an employee shall receive pay for all his/her earned current and accrued leave not taken by him/her prior to termination or layoff plus pay for his/her accumulated annual leave up to a maximum of

one hundred and forty (140) hours, or if entitled under Clause 21.05(b), to a maximum of one hundred and seventy-five (175) hours, not taken prior to termination or layoff provided, however, that any indebtedness to the Employer may be deducted from such payment.

- 37.07 Where an employee fails to give notice as stipulated in Clause 37.03, the Employer reserves the right to withhold payment for any annual leave in excess of that prescribed by the *Labour Standards Act*, provided that in no case shall the penalty exceed the period of notice.
- 37.08 Where an employee has received notice of layoff, and the Employer determines that the employee's services are required beyond the effective date of the notice of layoff, the Employer may extend the notice period without being required to issue a further notice of layoff. Such extensions may occur one (1) day at a time, to a maximum of twenty (20) days for any one notice period.

### **ARTICLE 38**

#### **SEVERANCE PAY**

- 38.01 An employee who has nine (9) or more years of continuous service in the employ of the Employer, is entitled to be paid on resignation, retirement, termination by reason of disability, expiry of recall rights, or in the event of death to the employee's estate, 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.
- 38.02 For the purpose of this Article, service for a seasonal employee shall be the actual period of employment with the Employer provided that where a break in employment exceeds twenty-four (24) consecutive months, service shall commence from the date of re-employment.
- 38.03 An employee who has resigned or retired may be re-employed if he/she has been out of the public service for a period which is not less than the number of weeks for which he/she has received severance pay pursuant to Clause 38.01 above or if he/she refunds the appropriate proportionate part of such severance pay.
- 38.04 The maximum severance pay which an employee shall be paid for his/her total period of employment in the public service shall not exceed the number of weeks as specified in Clause 38.01.
- 38.05 For the purpose of this Article, periods of authorized leave without pay shall not be regarded as breaks in continuous service, but the period of leave without pay shall not be counted as service when determining the total amount of service of an employee.

**ARTICLE 39**

**TRAVEL ON EMPLOYER'S BUSINESS**

\*39.01 Effective the date of signing, for each day or part thereof, on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities, shall be as follows:

	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>	<b>Total</b>
<b>NL</b>	\$8.00	\$14.00	\$21.70	\$43.70
<b>Other Provinces</b>	\$10.15	\$16.40	\$23.65	\$50.20
<b>US</b>	\$10.15	\$16.40	\$23.65	\$50.20
<b>Other</b>	\$11.25	\$17.95	\$26.00	\$55.20

39.02 For travel on the Employer's business for less than one (1) day, Travel Expense Rules as prescribed by Treasury Board shall apply.

39.03 Employees who are authorized to use their own cars while travelling on business for the Employer shall be reimbursed, as follows:

<u>Effective Date</u>	<u>Rate</u>
2000 04 01	31.54/km

39.04 An employee is entitled to claim an incidental expense for each night on overnight travel status as follows:

<u>Effective Date</u>	<u>Rate</u>
2000 04 01	\$5.00 per night

39.05 An employee on overnight travel status shall be reimbursed for the cost of one personal long-distance telephone call, not exceeding five (5) minutes in duration, for each day the employee is on overnight travel.

39.06 (a) For the purpose of this Article, "travel time" means travel on the Employer's business authorized by the permanent head, for an employee by land, sea or air between his/her headquarters area, as defined by the Collective Agreement, and a location outside his/her headquarters area and between locations outside his/her headquarters area, to perform duties assigned to him/her by the permanent head and during which the employee is required to travel outside his/her normal scheduled work period.

- (b) "travel time" and the method of travel shall require the prior approval of the permanent head.
- (c)
  - i) When the method of travel is set by the permanent head, compensation for "travel time" shall be paid for the length of time between the employee's departure from any location and his arrival at his/her place of lodging or work, whichever is applicable, at his/her authorized destination.
  - ii) An employee may, with the prior approval of his/her permanent head, set his/her own travel arrangements. The compensation payable may not, however, in any case, be greater than if the travel arrangements had been set in accordance with Clause 39.06(c)(i).
- (d) Subject to Clause 39.06(c), an employee who is required by the permanent head to engage in "travel time" shall be compensated at straight time rates for all "travel time" provided that the maximum amount claimable in any one day does not exceed a regular day's pay.
- (e) Travel time is to be compensated as follows:
  - i) For travel by air, sea, rail and other forms of public transportation, the time between the scheduled time of departure and the scheduled time of arrival at a destination plus one-half (1/2) hour.
  - ii) For travel by personal or government vehicle, the time required to proceed from the employee's place of residence or work place as applicable, directly to destination, and upon his/her return directly back to his/her residence or work place.

For the purpose of this sub-clause, travel time compensation will be based on one (1) hour for each seventy-two (72) kilometres to be travelled.

- \* (f) Notwithstanding any provisions in this Clause 39.06, compensation will not be paid for travel in connection with transfers, educational courses, training sessions, conferences, seminars or employment interviews.
- (g) For the purpose of this Article, "headquarters area" means an area within a radius of twenty (20) kilometres from an employee's headquarters.

- 39.07 (a) The Employer has the right to designate positions which require incumbents to have, as a condition of employment, an automobile available for use on government business. Effective December 16, 1986, where employees in these designated positions are not given notice of this condition of employment prior to appointment to the position, the employee shall have the option not to make an automobile available.

No employee will lose employment as a result of inability to provide an automobile, provided that a reason satisfactory to the Employer is given.

Employees who make an automobile available for use on Government business as a condition of employment shall be reimbursed as follows:

<u>Effective Date</u>	<u>Per Kilometre</u>	<u>Annual Limit (Calendar Year)</u>
2005 01 01	45.44	first 9,000 km
2005 01 01	31.54	In excess of 9,000km

*Note: Employees who receive the above rates are not entitled to the rates set out in Article 39.03*

- (b) On receipt of invoice, reimbursement for the difference between private and business insurance.
- (c) Reimbursement of parking metre expenses incurred while on the business of the Employer, at the following rates:

<u>Effective Date</u>	<u>Rate</u>
1999 04 01	\$10.00 per week

- 39.08 Employees who provide their own accommodations while travelling on the Employer's business will be compensated as follows:

<u>Effective Date</u>	<u>Rate Per Night</u>
1999 04 01	\$25.00



**ARTICLE 40**

**PROTECTIVE CLOTHING AND UNIFORMS**

40.01 Where the Employer requires the wearing of protective clothing or clothing required in accordance with the Occupational Health and Safety Regulations, the Employer shall provide such clothing free of charge to the employees. In cases where laundering is required, it shall be provided free of charge.

40.02 (a) The following protective clothing shall be provided free of charge where it is required by the Employer in accordance with safety regulations:

Safety hats, safety hat liners, safety knee pads, goggles, smoke masks, dust masks and other safety equipment necessary for the safety and health of the employee.

(b) Employees who are required to wear safety boots (or safety shoes) in accordance with safety regulations will be provided with an allowance of \$75.00 effective 1990 04 01 for the purpose of purchasing such footwear. This allowance will be paid for each twelve (12) months of service. Seasonal employees shall receive the allowance for each twelve (12) months of service, or every third season, whichever is earlier.

40.03 (a) Where the Employer requires the wearing of uniforms or other items of clothing, the following items will be issued to permanent employees free of charge:

<u>Item</u>	<u>Issue</u>	<u>Frequency</u>
(1) Cap	1	As per Note 1
(2) Shirts	3	Annually
(3) Tie	1	Annually
(4) Tunic (or Jacket)	1	As per Note 1
(5) Pants	2 pairs	As per Note 1
(6) Socks	3 pairs	Annually
(7) Coveralls	1 pair	As per Note 2
(8) Rainwear	1 suit	As per Note 2
(9) Parka	1	As per Note 2
(10) Snow pants	1 pair	As per Note 3
(11) Belt	1	As per Note 1

Note 1: These items may be replaced at any time if deemed necessary by the Employer upon inspection.

Note 2: These items should be issued to employees who are required to work outdoors on a regular basis. These may be replaced at any time if deemed necessary by the Employer upon inspection.

Note 3: This item would be issued to employees who are required to operate or travel on open vehicles, e.g., snowmobiles in winter, and may be replaced at any time if deemed necessary by the Employer upon inspection.

- (b) If an item is not returned for inspection, the employee will be required to pay full replacement cost.
- (c) Rainwear will be made available to seasonal employees who are required to wear uniforms and work outside on a regular basis.
- (d) The following uniforms and other items of clothing will be issued to seasonal employees free of charge:

	<u>Item</u>	<u>Issue</u>	<u>Frequency</u>
(i)	Shirts	2	Seasonally
(ii)	Pants	2 pairs	Seasonally
(iii)	Jacket	1	Seasonally
(iv)	Coveralls	1 pair	As per Note 2 above

Rainwear will be made available to seasonal employees who are required to wear uniforms and work outside on a regular basis.

- 40.04 Material used for jackets and pants should be of medium weight material suitable for summer and winter use. However, in the case of seasonal employees whose major period of employment is for the period of April to September, then the material used for jackets and pants may be of a summer weight material.
- 40.05 It is agreed that the colour of uniforms and any crests or badges to be worn on uniforms shall be regulated by the Employer.
- 40.06 In the case of temporary employees with up to and including 6 months service, 50% of the cost of any items issued in accordance with Clause 40.03 will be paid by the Employer to a maximum of \$40.00.

**ARTICLE 41**

**PERSONAL FILES**

- 41.01 There shall be one official personal file, the location of which shall be designated by the permanent head. An employee shall at any reasonable time, be allowed to inspect his/her personal file and may be accompanied by a representative of the Union if he/she so desires.
- 41.02 A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy.
- 41.03 Any such document shall be removed and disregarded after the expiration of two (2) years from the date it was placed in the employee's file provided there has not been a recurrence of a similar incident during that period. The employee shall be responsible to see that any such document is removed.
- 41.04 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to acknowledge receipt of the assessment form in question. When as a result of this assessment, the performance of an employee is judged to have been unsatisfactory; the employee may present a grievance in accordance with Article 12.

**ARTICLE 42**

**DISCIPLINE**

- 42.01 Any employee who is suspended or dismissed shall within five (5) days of such suspension or dismissal, be provided with written notification which shall state the reasons for the suspension or dismissal.
- 42.02 All dismissals, suspensions and other disciplinary action, shall be subject to formal grievance procedure as outlined in Article 12, if the employee so desires.
- 42.03 The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within five (5) working days of the occurrence or discovery of the incident giving rise to the complaint. This notification shall include particulars of 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 Clause 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.

- 42.04 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have, at their request, a representative of the Union attend the meeting.
- 42.05 (a) Employees shall have the right, at any time, to have the assistance of a full-time representative(s) of the Union on all matters relating to employer/employee relations. Union representatives shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussion or investigation of grievance shall not absent themselves from work except with permission from their supervisor and such permission will not be unreasonably withheld.
- (b) Employees shall have the right to have a Shop Steward present on all matters relating to employer/employee relations.
- 42.06 If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from his/her place of employment, it shall be with pay.

### **ARTICLE 43**

#### **ACCESS AND SHOP STEWARDS**

- 43.01 A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership. Where possible, such interviewing will take place on a group basis during the orientation program for new employees. The steward or representative will provide the new employee with a copy of the collective agreement.
- 43.02 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 interview shall not interfere with the operations of the Employer.
- 43.03 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 Employer.
- 43.04 The Employer agrees to recognize the Shop Stewards appointed by the Union. The Union shall inform the Employer of the names of all Shop Stewards as soon as possible after their appointment. The number of Shop Stewards shall mutually be agreed upon by the Union and the Employer.

- 43.05 The Shop Stewards shall not conduct Union business during working hours except in cases of emergency. Where time off is required by the Shop Steward during working hours, he/she shall request such time off from his/her immediate supervisor. Such time off for a Shop Steward shall not be unreasonably withheld.
- 43.06 With the prior written approval of the permanent head, special leave with pay not exceeding one (1) day in each year, shall be awarded to Shop Stewards for the purpose of attending educational seminars. The Employer is agreeable to such leave being taken in one (1) hour blocks.
- 43.07 (a) Employees shall have the right, at any time, to have the assistance of a full-time representative(s) of the Union on all matters relating to employer/employee relations. Union representatives shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussion or investigation of grievance shall not absent themselves from work except with permission from their supervisor and such permission will not be unreasonably withheld.
- (b) Employees shall have the right to have a Shop Steward present on all matters relating to employer/employee relations.

#### **ARTICLE 44**

#### **STRIKES AND LOCKOUTS**

- 44.01 The Union agrees that during the life of this Agreement, there shall be no strikes, suspensions or slowdown of work, picketing by members of the union on the premises of the Employer or any other interference with the Employer's business. The Employer agrees that there shall be no lockout during the term of this Agreement.

#### **ARTICLE 45**

#### **CONTRACTING OUT**

- 45.01 The Employer shall continue present practice of providing continued employment for employees who would otherwise become redundant where the work is contracted out and the Employer will endeavour to maintain the existing benefits applicable to such employees.
- 45.02 The Employer will give the Union two (2) months' notice of its intention to contract out work.

**ARTICLE 46**

**POLITICAL ACTIVITY**

- 46.01 Subject to Clause 46.02, an employee may, with the prior approval of the Minister concerned, be permitted to participate in Municipal and School Board elections, provided that if they are elected as members of councils or school boards, they shall exercise tact and discretion in any matter arising in council or a school board involving the Government and on the clear understanding that in no circumstances shall such participation constitute any conflict of interest or interfere in any way with an employee's attendance at work during working hours or the performance by him/her of his/her official duties.
- 46.02 An employee shall not be appointed to or serve as a member of a School Board if he/she is employed by the Department of Education.

**ARTICLE 47**

**LABOUR MANAGEMENT COMMITTEES**

- 47.01 The Employer agrees with the establishment of Labour Management Committees for the purpose of meeting and conferring on matters of mutual interest which are not properly the subject matter of a grievance or negotiation.
- 47.02 Each Committee shall meet within two (2) weeks of a request from either side.
- 47.03 The purpose of the Labour Management Committee shall be to promote effective communication between management and the employees, and to this end, the terms of reference shall include such things as working conditions, local rules and regulations, efficiency and productivity.

**ARTICLE 48**

**SAFETY AND HEALTH**

- 48.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment.
- 48.02 Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer.

- 48.03 It is mutually agreed that the Employer, the Union and employees shall co-operate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.
- 48.04 To remove any uncertainty, it is agreed that Section 49(2) of the *Occupational Health and Safety Act, 1978* shall apply to this collective agreement.
- 48.05 The mandate of Occupational, Health and Safety Committees shall be expanded to include environmental issues.

## **ARTICLE 49**

### **TECHNOLOGICAL CHANGE**

49.01 Advance Notice

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

49.02 Consultation

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

49.03 Attrition Arrangement

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.

49.04 Income Protection

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

49.05 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.

49.06 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 employee.

49.07 No New Employees

No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation, until the employee(s) already working, and affected by the change, have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment, as provided for in Article 49.06.

**ARTICLE 50**

**EMPLOYEE ASSISTANCE PLAN**

50.01 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to co-operate in encouraging employees affected with alcohol, drug or other personal problems to undergo a co-ordinated program directed to the objective of their rehabilitation. The employee assistance program as attached in Schedule H and co-ordinated by the Public Service Commission shall continue to operate to meet the joint objective described above. Any changes to the program must have the approval of both parties.



**ARTICLE 51**

**STATE OF EMERGENCY**

- 51.01 The following provisions shall apply to employees during a state of emergency declared by the appropriate provincial or municipal authority:
- (a) All employees shall be deemed to be on duty during the period of closure, with the exception of those employees designated by the permanent head as employees performing an essential service.
  - (b) Those employees designated by the permanent head as employees who perform an essential service shall, where possible, be supplied transportation to their place of work and return by the Employer.
- 51.02 Where the Employer provides transportation and the employee refuses to report to duty, he/she shall be subject to disciplinary action as prescribed in Article 42.
- 51.03 Those employees referred to in Clause 51.01(b) above who are on special leave with or without pay immediately preceding the declaration of the state of emergency, will be deemed to be on special leave with or without pay, as the case may be, during the period so declared an emergency.
- 51.04 The permanent head shall endeavour to designate those employees referred to in Clause 51.01(b) previous to the declared state of emergency; however, the permanent head may require any employee to report for duty during any period declared an emergency.

**ARTICLE 52**

**RELOCATION EXPENSES**

- 52.01 An employee who is required by the Employer to relocate from one geographic location to another shall, on the submission of a certified statement of expenses, be compensated in accordance with Schedule K.

**ARTICLE 53**

**LABRADOR ALLOWANCE**

- 53.01 The Labrador benefits shall be paid to employees covered by this Agreement who are eligible to receive such benefits as outlined in Schedule J.

**ARTICLE 54**

**JOINT CONSULTATION**

- 54.01 The Employer agrees to consult with the Union about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

**ARTICLE 55**

**AMENDMENT BY MUTUAL CONSENT**

- 55.01 It is agreed by the parties to this Agreement that any provision in this Agreement, other than the duration of agreement, may be amended by mutual consent of the Employer and the Union.

**ARTICLE 56**

**CRIMINAL OR LEGAL LIABILITY**

- 56.01 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.

**ARTICLE 57**

**ADVANCE NOTICE**

- 57.01 The union will be advised of Government's plans to sell, lease, transfer or otherwise dispose of an operation including pilot project no less than ninety (90) days before proposals for such sale, lease, transfer, disposal or pilot projects are solicited from prospective purchasers.

**ARTICLE 58**

**PORTABILITY OF BENEFITS**

58.01 Employees who are accepted for employment with another Employer or same Employer covered by Schedule N within one hundred and twenty (120) calendar days of resignation shall retain portability respecting:

- (i) accumulated sick leave credits;
- (ii) accumulated annual leave entitlements; and
- (iii) service for annual leave entitlement purposes; and
- (iv) service for severance pay, subject to the provisions of Article 38 - Severance Pay

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

**ARTICLE 59**

**DURATION OF AGREEMENT**

\*59.01 Except as otherwise provided, this Agreement shall be effective from date of signing and shall remain in full force and effect until March 31, 2016.

59.02 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.

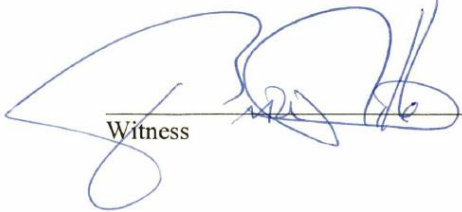
Notwithstanding the above, the parties shall retain their legal right to lock out or strike in accordance with the Public Service Collective Bargaining Act.

59.03 Notice of Termination or Amendment

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 15 day of November, 2013.


**SIGNED** on behalf of Treasury Board representing Her Majesty the Queen in Right of Newfoundland by the Honourable Thomas W. Marshall, Q.C., President of Treasury Board, in the presence of the witness hereto subscribing:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
President of Treasury Board

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

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
President of NAPE

  
\_\_\_\_\_

\_\_\_\_\_  
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**SCHEDULE A**

**CLASSIFICATION LIST  
GENERAL SERVICE AGREEMENT**

<b>Classification Title</b>	<b>Spec#</b>	<b>Pay Ranges</b>
Accommodations Officer	0843	GS-35
Accountant I	0210	GS-31
Accounting Clerk I	0205	GS-21
Accounting Clerk II	0206	GS-24
Administrative Officer I	0505	GS-30
Adult Probation Officer I	1032	GS-39
Adult Probation Officer II	1034	GS-41
Advertising Officer	0827	GS-35
Aerial Photographic Technician I	0800	GS-25
Aerial Photographic Technician II	0801	GS-31
Agricultural Inspector	4023	GS-32
Agricultural Laboratory Chemist	4055	GS-33
Agricultural Technician I	4018	GS-27
Agriculturist I	4020	GS-30
Agriculturist II	4021	GS-33
Agriculturist III	4022	GS-37
Appeals Officer	0155	GS-37

Aquaculture Environment Planner	4199	GS-35
Aquaculture Veterinarian	4042	GS-46
Aquaculturist	4220	GS-40
Archaeologist	2331	GS-35
Architect	3100	GS-44
Archives Assistant	2353	GS-19
Archives Technician I	2351	GS-26
Archives Technician II	2352	GS-32
Archivist	2355	GS-35
Assistant Forest Ranger	4409	GS-16
Asst Deputy Supreme Court Registrar	1023	GS-35 (TBM09-312)
Asst Supervisor of School Transportation & Grants	2479	GS-34
Audio-Visual Equipment Technician	2426	GS-25
Audio-Visual Specialist	2424	GS-32
Audit Technician I	0460	GS-23
Audit Technician II	0461	GS-27
Auditor I	0221	GS-29
Auditor II	0222	GS-33
Auditor III	0223	GS-37

Bailiff	1010	GS-30
Biometrician	4272	GS-40
Boiler and Pressure Vessel Inspector II	3177	GS-38
Buyer I	0412	GS-25
Buyer II	0414	GS-28
Buyer III	0416	GS-31
Career & Financial Counsellor	0621	GS-38
Career Development Specialist	0627	GS-36
Cartographic Technician	3292	GS-31
Cartographic Technician I (Draughting)	3290	GS-27
Cartographic Technician II (Draughting)	3291	GS-30
Cartographic Technician III (Draughting)	3296	GS-34
Cartographic Technician III (Photogrammetry)	3294	GS-31
Cash Management & Investment Officer	0254	GS-40
Claims Processor II	0063	GS-21
Claims Processor III	0064	GS-25
Clerk (Unified Family Court)	0023	GS-25
Clerk I	0015	GS-20
Clerk II	0016	GS-21;

Clerk III	0017	GS-22
Clerk IV	0018	GS-27
Clerk of the Unified Family Court	1018	GS-33
Clerk Stenographer I	0025	GS-21
Clerk Stenographer II	0026	GS-22
Clerk Stenographer III	0027	GS-24
Clerk Typist I	0020	GS-20
Clerk Typist II	0021	GS-21
Clerk Typist III	0022	GS-24
Client Services Officer	6024	GS-34
Collections/Exhibitions Program Supervisor	2350	GS-42
Commercial Assessor	0692	GS-36
Communications Technician (RNC)	0112	GS-27
Community Services Worker	6199	GS-31
Computer Operator I	0892	GS-23
Computer Operator II	0893	GS-24
Computer Programmer I	0889	GS-32
Computer Programmer II	0890	GS-34
Computer Programmer/Analyst	0888	GS-36



Computer Support Specialist	0885	GS-34
Computer Support Technician	0899	GS-28
Computer Systems Analyst I	0886	GS-38
Computer Systems Analyst II	0887	GS-40
Conservation Officer I	4380	GS-26
Conservation Officer II	4381	GS-30
Conservation Officer III	4382	GS-32
Conservation Officer IV	4383	GS-34
Construction Field Superintendent	3139	GS-40
Consumer Affairs Officer	0656	GS-31
Control Surveyor	3275	GS-33
Cook I	7116	GS-21;
Cook II	7117	GS-22;
Co-operatives Examination Supervisor	6129	GS-40
Co-operatives Examiner	6128	GS-35
Co-ordinator of Legal Administrative Services	1022	GS-25
Corrections & Community Services Liaison Officer	6254	GS-39
Court Clerk I	0051	GS-26
Court Officer I	0038	GS-30

Court Officer II	0039	GS-32
Customer Service Representative	0109	GS-25
Data Base Analyst	0906	GS-44
Data Entry Operator	0897	GS-20
Debt Analyst	0255	GS-35
Departmental Audit Officer	0278	GS-31
Departmental Programme Co-ordinator	0504	GS-34
Deputy Sheriff I	1008	GS-32
Deputy Sheriff II	1009	GS-34
Design Approval Technician I	3212	GS-34
Design Approval Technician II	3213	GS-38
Design Consultant	0820	GS-32
District Engineer Assistant (T&W)	3240	GS-35
Draughting Technician II	3286	GS-27
Draughting Technician III	3287	GS-30
Driver Examiner/Motor Vehicle Inspector II	1308	GS-28
Duplicating Equipment Operator	0114	GS-18
Economic Development Officer	6132	GS-42
Economist I	0330	GS-31

Economist II	0331	GS-35
Ecosystem Management Ecologist	4258	GS-38
Electronic Content Management Coordinator	2295	GS-34
Electronics Technician	8500	GS-26 (non-barg)
Elevating Devices Inspector	3186	GS-38
Employment Programs Supervisor	0623	GS-40
Engineer I	3105	GS-33
Engineer II	3106	GS-37
Engineer III	3107	GS-40
Engineering Aide I	3235	GS-17
Engineering Aide II	3236	GS-23
Engineering Projects Co-Ordinator	3234	GS-26
Engineering Technician I	3237	GS-25
Engineering Technician II	3238	GS-30
Engineering Technician III	3239	GS-33
Environmental Engineer	3164	GS-44
Environmental Health Officer	5773	GS-38
Environmental Health Specialist (Trainee)	5722	GS-20
Environmental Monitoring Specialist	5733	GS-37

Environmental Planner (T&W)	3137	GS-35
Environmental Protection Officer	5772	GS-35
Environmental Scientist	5749	GS-41
Environmental Technician	5758	GS-30
Ergonomics Consultant	3190	GS-42
Estates Officer I	1040	GS-25
Estates Officer II	1041	GS-27
Executive Secretary (Social Services Appeal Board)	6032	GS-34
Family Court Counsellor I (UFC)	6296	GS-39
Family Court Counsellor II (UFC )	6298	GS-41
Field Assessor	0690	GS-26
Field Tax Collections Officer II	0238	GS-34
Financial Analyst (Post Secondary Education)	0387	GS-40
Financial Collections Officer	0475	GS-30
Financial Officer	0264	GS-37;
Financial Planning Supervisor (Fisheries)	0266	GS-42
Fire Protection Officer I	1527	GS-38
Fire Protection Officer II	1528	GS-40

Fiscal Policy Officer II	0392	GS-40
Fisheries Auditor	4200	GS-37
Fisheries Case Management Officer	4211	GS-38
Fisheries Development Officer	0876	GS-40
Fisheries Field Representative	4205	GS-34
Fisheries Financial Analyst	4202	GS-40
Fisheries Inspection Co-ordinator	4192	GS-35
Fisheries Inspections Officer	4194	GS-32
Fisheries Licensing Administrator	4190	GS-35
Fisheries Loan Officer II	0273	GS-34
Fisheries Supervisor	4222	GS-37
Fisheries/Agrifoods Quality Technologist	4207	GS-37
Fishery Resource Planning Supervisor	4221	GS-42
Fishing Industry Planning Supervisor	4210	GS-42
Food Service Worker I	7105	GS-18;
Food Service Worker II	7106	GS-19;
Forest Pest Survey Aide	4401	GS-12
Forest Ranger I	4410	GS-20
Forest Ranger II	4411	GS-25

Forest Tree Nursery Supervisor	4402	GS-27
Forester II	4416	GS-34
Forester III	4417	GS-38
Gasoline and Tobacco Tax Inspector	0232	GS-31
Geological Technician	4133	GS-28
Geologist I	4135	GS-33
Geologist II	4136	GS-37
Geologist III	4137	GS-42
Geoscience Publications Copy Editor	0833	GS-35
Government Loans Administrative Officer I	0292	GS-33
Government Loans Administrative Officer II	0293	GS-37
Graphics Artist	0819	GS-13/GS/CN/NLC-27
Health Records Analyst	5007	GS-29
Health Records Co-ordinator	5008	GS-28
Historic Sites Officer I	2326	GS-35
Historic Sites Officer II	2327	GS-38
Homemaker	6088	GS-22
Human Rights Specialist	0653	GS-38
Immigration Assessment Officer	0637	GS-27

Immigration Program Development Officer	0638	GS-40
Industrial Hygienist I	4108	GS-42
Industrial Hygienist II	4110	GS-44
Industry Development Officer I	6130	GS-35
Industry Development Officer II	6131	GS-40
Information Management Analyst	2296	GS-38
Information Management Technician I	2292	GS-23
Information Management Technician II	2293	GS-28
Information Management Technician III	2294	GS-32
Information Officer	0824	GS-27
Insurance Examiner	0663	GS-35
Intergovernmental Affairs Finance Officer	0265	GS-33
Internal Auditor	0346	GS-33
Interpreter	0060	GS-24
Investigation Officer (Securities/Insurance)	0256	GS-38
Investigator (Citizens' Representative Office)	0654	GS-38
Jailer	1700	GS-19
Judgement Enforcement Officer	1015	GS-34
Labour Standards Officer	0605	GS-38

LAN Administrator	0900	GS-38
Land Management Specialist	4435	GS-40
Land Survey Inspector II	3277	GS-30
Land Survey Inspector III	3278	GS-33
Land Survey Inspector IV	3279	GS-35
Lands Management Officer	4445	GS-34
Lands Officer I	3261	GS-25
Lands Officer II	3262	GS-28
Law Librarian	2315	GS-36
Leave Control Clerk	0024	GS-25
Legal Secretary	0032	GS-26
Librarian I	2309	GS-30
Librarian II	2310	GS-32
Librarian III	2311	GS-34
Library Assistant	2303	GS-21
Library Clerk	2301	GS-20;
Library Technician I	2305	GS-23
Library Technician II	2306	GS-24;
Library Technician III	2307	GS-26



Library Technician IV	2308	GS-28
Licensing & Enforcement Officer	0652	GS-29
Licensing Auditor	0670	GS-33
Lifeguard	2203	GS-14
Liquor Establishment Inspector	1430	GS-30
Mail and Messenger Clerk I	0005	GS-17
Mail and Messenger Clerk II	0006	GS-18
Mail and Messenger Clerk III	0007	GS-19
Management Analyst I	0350	GS-29
Management Analyst II	0351	GS-35
Manager of Farm Development Loans	6121	GS-36
Manager of Mineral Rights	4160	GS-43
Manager of Municipal Training Program	0312	GS-39
Manager of Petroleum Geoscience	4173	GS-44
Manager of Policy & Program Research	0599	GS-40
Marine Architect	3116	GS-42
Marine Service Centre Manager	4215	GS-33
Marine Vessel Inspector	1412	GS-38
Market Development Officer	4225	GS-40

Marketing & Production Co-ordinator	6133	GS-42
Marketing Specialist	0523	GS-35
Materials Inspector I	3202	GS-23
Materials Inspector II	3203	GS-28
Materials Inspector III	3204	GS-30
Medical Auditor I	5055	GS-33
Medical Auditor II	5056	GS-35
Medical Claims Assessor I	0071	GS-21
Medical Claims Assessor II	0073	GS-30
Medical Claims Assessor III	0074	GS-31
Micrographic Technician I	0812	GS-18
Micrographic Technician III	0814	GS-26
Mineral Development Engineer	4106	GS-44
Mineral Industry Analyst II	4103	GS-40
Mineral Laboratory Assistant III	4124	GS-28
Mineral Laboratory Chemist I	4126	GS-33
Mines Inspection Engineer II	4117	GS-44
Municipal Affairs Analyst	0702	GS-37
Municipal Finance Officer	0337	GS-35

Museum Assistant	2318	GS-19
Museum Curator	2325	GS-35
Museum Exhibits Designer	2322	GS-34
Museum Interpreter I	2316	GS-19
Museum Interpreter II	2317	GS-21
Museum Technician I	2320	GS-24
Museum Technician II	2323	GS-28
Museum Technician III	2321	GS-32
Natural Heritage Areas Planner	4326	GS-37
Occupational Health & Safety Consultant	3198	GS-42;
Occupational Health & Safety Officer I	3192	GS-32
Occupational Health & Safety Officer II	3193	GS-38
Occupational Health & Safety Officer III	3194	GS-40
Offender Services Coordinator	6253	GS-39
Organizational Budget Analyst	0301	GS-34
Park Interpretation Technician	4328	GS-25
Park Interpreter	4329	GS-22
Park Manager I	4305	GS-30
Park Manager II	4306	GS-32

Park Planner	4310	GS-37
Park Ranger	4301	GS-24
Parks Technician II	4284	GS-27
Payroll Clerk I	0091	GS-21
Payroll Clerk II	0093	GS-26
Payroll Clerk III	0094	GS-28
Pensions Analyst	0172	GS-35
Pensions Auditor I	0082	GS-31
Pensions Auditor II	0083	GS-37
Pesticide Applications Specialist	5748	GS-39
Pesticide Enforcement & Licensing Specialist	5745	GS-33
Petroleum Auditor	0240	GS-37
Petroleum Engineer	4172	GS-44
Petroleum Geophysics Consultant	4168	GS-42
Petroleum Projects Financial Analyst	4235	GS-40
Petroleum Technologist	4169	GS-32
Photographic Technician	0805	GS-21
Planner II	3316	GS-36
Planner III	3317	GS-40

Planning & Research Analyst	0601	GS-37
Planning Technician II	3306	GS-30
Policy, Planning and Research Analyst	0647	GS-37
Portfolio Collection Officer	0473	GS-30
Prescription Drug Program Auditor	5246	GS-33
Procurement Officer III	0437	GS-33
Product Development Specialist	4232	GS-36
Program Development Specialist (Education)	2462	GS-42
Program Planner	3246	GS-38
Programme Development Officer	2402	GS-42
Property Acquisition Officer	0846	GS-38
Provincial CAMA Specialist	0694	GS-38
Public Information Officer	0829	GS-30
Public Programming Officer (The Rooms)	2329	GS-35
Public Relations Specialist	0826	GS-34
Public Service Payroll Officer	0095	GS-28
Public Service Payroll Specialist	0096	GS-32
Public Utilities Auditor	0283	GS-34
Publications Officer	0831	GS-32

Quarry Materials Compliance Officer	4132	GS-38
Radiation Analyst	4112	GS-27
Radiation Inspector	3199	GS-38
Radio-Telephone Operator	0110	GS-18
Records Analyst	0503	GS-33
Recreation Centre Assistant Manager	2214	GS-24
Recreation Centre Manager I	2215	GS-29
Refrigeration Specialist (Fisheries)	1420	GS-30
Regional CAMA Specialist	0693	GS-36
Regional Career Information Resource Officer	0407	GS-40
Regional Emergency Planner	1530	GS-38
Regional Highway Administrative Officer	0204	GS-27
Regional Support Supervisor	0108	GS-35
Regional Veterinarian	4038	GS-46
Regional Water & Wastewater Systems Specialist	5759	GS-35
Registrar I	0147	GS-25
Registrar II	0148	GS-27
Registrar III	0149	GS-29

Regulatory Enforcement Coordinator	0107	GS-35
Residential Assessor	0691	GS-34
Residential Tenancies Adjudicator	0680	GS-38
Residential Tenancies Officer I	0675	GS-31
Resource Policy & Development Officer (Fisheries)	0875	GS-40
Resource Protection Specialist	4279	GS-35
Sawmill & Scaling Specialist	4403	GS-34
Secretary (Parenthetical Designator)	0031	GS-25;
Senior Accommodations Officer	0844	GS-38
Senior Account Officer	6170	GS-44
Senior Control Surveyor	3274	GS-40
Senior Departmental Audit Officer	0281	GS-35
Senior Engineer	3108	GS-44
Senior Environmental Planner (T&W)	3136	GS-44
Senior Environmental Scientist	5747	GS-43
Senior Fisheries Auditor	4204	GS-40
Senior Information Management Analyst	2297	GS-40
Senior Insurance Examiner	0662	GS-40

Senior Investigator (Parenthetical Designator)	0655	GS-40
Senior Multimedia Analyst	2298	GS-40
Senior Petroleum Technologist	4175	GS-34
Senior Policy Planning & Research Analyst	0646	GS-40
Senior Programmer/ Analyst	0883	GS-40
Senior Property Administrator	0733	GS-36
Senior Student Residence Supervisor	7237	GS-26
Senior Systems Analyst	0882	GS-44
Senior Tax Auditor	0153	GS-40
Social Assistance Worker	6020	GS-31
Social Work Program Co-Ordinator	6217	GS-41
Social Worker I	6260	GS-39;
Social Worker II	6261	GS-41;
Social Worker III	6262	GS-43;
Soil Specialist	4025	GS-40
Soils Technician	4015	GS-31
Special Projects Officer (Forestry)	4404	GS-34
Statistical Officer	0323	GS-27
Statistician I	0325	GS-31



Statistician II	0326	GS-35
Student Aid Assessment Officer I	2501	GS-30
Student Aid Assessment Officer II	2502	GS-34
Student Aid Information Officer	2504	GS-30
Student Aid Verification & Appeals Officer	2503	GS-27
Supervisor of Agricultural Technical Services	4024	GS-40
Support Enforcement Officer	1070	GS-29
Swimming Instructor	2205	GS-16
Swimming Pool Manager	2210	GS-26
Switchboard Operator I	0105	GS-19
Switchboard Operator II	0106	GS-20
Tax Auditor I	0151	GS-31
Tax Auditor II	0152	GS-35
Tax Compliance Officer	0162	GS-29
Technical Inspector I	3210	GS-34
Technical Inspector II	3211	GS-37
Technical Services Inspector	3207	GS-34
Telecommunications Officer	0362	GS-37
Theatre Assistant I	2333	GS-14

Theatre Assistant III	2335	GS-20
Theatre Technician I	2340	GS-28
Theatre Technician II	2341	GS-32
Theatre Technician III	2342	GS-35
Trade Practices & Lotteries Licensing Officer	1652	GS-34
Traffic Information Co-Ordinator	1330	GS-27
Training Officer	0386	GS-37
Training Specialist	0359	GS-35
Transportation Divisional Clerk	0203	GS-22
Transportation Planning Supervisor	0870	GS-42
Transportation Traffic Technician	1329	GS-25
Treatment Attendant I	6190	GS-22
Trial Co-Ordinator	5030	GS-30
Vehicle Dispatcher	8010	GS-17
Vehicle Fleet Manager	8018	GS-35
Veterinarian (Poultry)	4041	GS-46
Victim Services Co-Ordinator	6252	GS-39
Visitor Information Centre Supervisor	6147	GS-27
Visitor Information Counsellor	6148	GS-22

Water Resources Technician II	5754	GS-33
Water Utilities Superintendent (Industrial)	8156	GS-40
Welding Inspector	3181	GS-38
Wildlife Biologist I	4260	GS-34
Wildlife Biologist II	4261	GS-35
Wildlife Field Technician	4249	GS-25
Wildlife Laboratory Technician	4253	GS-25
Wildlife Project Biologist	4264	GS-36
Wildlife Research Biologist	4268	GS-42
Word Processing Equipment Operator I	0118	GS-22
Word Processing Equipment Operator II	0119	GS-24
Youth Programs Specialist	6704	GS-36

**SCHEDULE B  
GENERAL SERVICE PAY GRID  
EFFECTIVE APRIL 1, 2011**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<b>GS-08</b>	28,428.40 1,093.40 15.62	29,374.80 1,129.80 16.14	30,284.80 1,164.80 16.64
<b>GS-09</b>	28,665.00 1,102.50 15.75	29,593.20 1,138.20 16.26	30,466.80 1,171.80 16.74
<b>GS-10</b>	28,865.20 1,110.20 15.86	29,757.00 1,144.50 16.35	30,703.40 1,180.90 16.87
<b>GS-11</b>	29,029.00 1,116.50 15.95	30,011.80 1,154.30 16.49	30,976.40 1,191.40 17.02
<b>GS-12</b>	29,356.60 1,129.10 16.13	30,321.20 1,166.20 16.66	31,213.00 1,200.50 17.15
<b>GS-13</b>	29,593.20 1,138.20 16.26	30,576.00 1,176.00 16.80	31,595.20 1,215.20 17.36
<b>GS-14</b>	29,884.40 1,149.40 16.42	30,921.80 1,189.30 16.99	31,959.20 1,229.20 17.56
<b>GS-15</b>	30,284.80 1,164.80 16.64	31,322.20 1,204.70 17.21	32,377.80 1,245.30 17.79
<b>GS-16</b>	30,612.40 1,177.40 16.82	31,759.00 1,221.50 17.45	32,796.40 1,261.40 18.02
<b>GS-17</b>	31,122.00 1,197.00 17.10	32,305.00 1,242.50 17.75	33,451.60 1,286.60 18.38

**EFFECTIVE APRIL 1, 2011**

	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>
<b>GS-18</b>	31,431.40 1,208.90 17.27	32,650.80 1,255.80 17.94	33,888.40 1,303.40 18.62
<b>GS-19</b>	32,086.60 1,234.10 17.63	33,378.80 1,283.80 18.34	34,634.60 1,332.10 19.03
<b>GS-20</b>	32,705.40 1,257.90 17.97	34,106.80 1,311.80 18.74	35,471.80 1,364.30 19.49
<b>GS-21</b>	33,287.80 1,280.30 18.29	34,762.00 1,337.00 19.10	36,272.60 1,395.10 19.93
<b>GS-22</b>	33,924.80 1,304.80 18.64	35,490.00 1,365.00 19.50	37,182.60 1,430.10 20.43
<b>GS-23</b>	34,616.40 1,331.40 19.02	36,290.80 1,395.80 19.94	38,019.80 1,462.30 20.89
<b>GS-24</b>	35,890.40 1,380.40 19.72	37,692.20 1,449.70 20.71	39,530.40 1,520.40 21.72
<b>GS-25</b>	37,291.80 1,434.30 20.49	39,184.60 1,507.10 21.53	41,132.00 1,582.00 22.60
<b>GS-26</b>	38,511.20 1,481.20 21.16	40,586.00 1,561.00 22.30	42,624.40 1,639.40 23.42
<b>GS-27</b>	39,967.20 1,537.20 21.96	42,060.20 1,617.70 23.11	44,226.00 1,701.00 24.30

**EFFECTIVE APRIL 1, 2011**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<b>GS-28</b>	41,386.80	43,607.20	45,864.00
	1,591.80	1,677.20	1,764.00
	22.74	23.96	25.20
<b>GS-29</b>	42,478.80	44,772.00	47,174.40
	1,633.80	1,722.00	1,814.40
	23.34	24.60	25.92
<b>GS-30</b>	43,625.40	46,082.40	48,448.40
	1,677.90	1,772.40	1,863.40
	23.97	25.32	26.62
<b>GS-31</b>	45,281.60	47,756.80	50,304.80
	1,741.60	1,836.80	1,934.80
	24.88	26.24	27.64
<b>GS-32</b>	46,719.40	49,340.20	51,942.80
	1,796.90	1,897.70	1,997.80
	25.67	27.11	28.54
<b>GS-33</b>	48,248.20	50,905.40	53,671.80
	1,855.70	1,957.90	2,064.30
	26.51	27.97	29.49
<b>GS-34</b>	49,849.80	52,670.80	55,546.40
	1,917.30	2,025.80	2,136.40
	27.39	28.94	30.52
<b>GS-35</b>	51,669.80	54,691.00	57,657.60
	1,987.30	2,103.50	2,217.60
	28.39	30.05	31.68
<b>GS-36</b>	53,671.80	56,802.20	59,896.20
	2,064.30	2,184.70	2,303.70
	29.49	31.21	32.91
<b>GS-37</b>	55,582.80	58,822.40	62,080.20
	2,137.80	2,262.40	2,387.70
	30.54	32.32	34.11

**EFFECTIVE APRIL 1, 2011**

	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>
<b>GS-38</b>	57,603.00 2,215.50 31.65	60,933.60 2,343.60 33.48	64,264.20 2,471.70 35.31
<b>GS-39</b>	59,532.20 2,289.70 32.71	63,044.80 2,424.80 34.64	66,612.00 2,562.00 36.60
<b>GS-40</b>	61,443.20 2,363.20 33.76	65,137.80 2,505.30 35.79	68,741.40 2,643.90 37.77
<b>GS-41</b>	62,917.40 2,419.90 34.57	68,577.60 2,637.60 37.68	74,183.20 2,853.20 40.76
<b>GS-42</b>	64,537.20 2,482.20 35.46	70,288.40 2,703.40 38.62	76,057.80 2,925.30 41.79
<b>GS-43</b>	66,976.00 2,576.00 36.80	72,963.80 2,806.30 40.09	78,969.80 3,037.30 43.39
<b>GS-44</b>	69,396.60 2,669.10 38.13	75,693.80 2,911.30 41.59	81,863.60 3,148.60 44.98
<b>GS-45</b>	71,835.40 2,762.90 39.47	78,405.60 3,015.60 43.08	84,848.40 3,263.40 46.62
<b>GS-46</b>	74,929.40 2,881.90 41.17	81,772.60 3,145.10 44.93	88,561.20 3,406.20 48.66

**EFFECTIVE APRIL 1, 2014**

	<u><b>STEP 1</b></u>	<u><b>STEP 2</b></u>	<u><b>STEP 3</b></u>
<b>GS-08</b>	28,992.60	29,957.20	30,885.40
	1,115.10	1,152.20	1,187.90
	15.93	16.46	16.97
<b>GS-09</b>	29,247.40	30,193.80	31,067.40
	1,124.90	1,161.30	1,194.90
	16.07	16.59	17.07
<b>GS-10</b>	29,447.60	30,357.60	31,322.20
	1,132.60	1,167.60	1,204.70
	16.18	16.68	17.21
<b>GS-11</b>	29,611.40	30,612.40	31,595.20
	1,138.90	1,177.40	1,215.20
	16.27	16.82	17.36
<b>GS-12</b>	29,939.00	30,921.80	31,831.80
	1,151.50	1,189.30	1,224.30
	16.45	16.99	17.49
<b>GS-13</b>	30,193.80	31,194.80	32,232.20
	1,161.30	1,199.80	1,239.70
	16.59	17.14	17.71
<b>GS-14</b>	30,485.00	31,540.60	32,596.20
	1,172.50	1,213.10	1,253.70
	16.75	17.33	17.91
<b>GS-15</b>	30,885.40	31,941.00	33,033.00
	1,187.90	1,228.50	1,270.50
	16.97	17.55	18.15
<b>GS-16</b>	31,231.20	32,396.00	33,451.60
	1,201.20	1,246.00	1,286.60
	17.16	17.80	18.38
<b>GS-17</b>	31,740.80	32,960.20	34,125.00
	1,220.80	1,267.70	1,312.50
	17.44	18.11	18.75



**EFFECTIVE APRIL 1, 2014**

	<b><u>STEP1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>
<b>GS-18</b>	32,068.40 1,233.40 17.62	33,306.00 1,281.00 18.30	34,561.80 1,329.30 18.99
<b>GS-19</b>	32,723.60 1,258.60 17.98	34,052.20 1,309.70 18.71	35,326.20 1,358.70 19.41
<b>GS-20</b>	33,360.60 1,283.10 18.33	34,780.20 1,337.70 19.11	36,181.60 1,391.60 19.88
<b>GS-21</b>	33,961.20 1,306.20 18.66	35,453.60 1,363.60 19.48	37,000.60 1,423.10 20.33
<b>GS-22</b>	34,598.20 1,330.70 19.01	36,199.80 1,392.30 19.89	37,928.80 1,458.80 20.84
<b>GS-23</b>	35,308.00 1,358.00 19.40	37,018.80 1,423.80 20.34	38,784.20 1,491.70 21.31
<b>GS-24</b>	36,600.20 1,407.70 20.11	38,438.40 1,478.40 21.12	40,313.00 1,550.50 22.15
<b>GS-25</b>	38,038.00 1,463.00 20.90	39,967.20 1,537.20 21.96	41,951.00 1,613.50 23.05
<b>GS-26</b>	39,275.60 1,510.60 21.58	41,405.00 1,592.50 22.75	43,479.80 1,672.30 23.89
<b>GS-27</b>	40,768.00 1,568.00 22.40	42,897.40 1,649.90 23.57	45,117.80 1,735.30 24.79
<b>GS-28</b>	42,205.80 1,623.30 23.19	44,480.80 1,710.80 24.44	46,774.00 1,799.00 25.70

**EFFECTIVE APRIL 1, 2014**

	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>
<b>GS-29</b>	43,334.20 1,666.70 23.81	45,663.80 1,756.30 25.09	48,120.80 1,850.80 26.44
<b>GS-30</b>	44,499.00 1,711.50 24.45	47,010.60 1,808.10 25.83	49,413.00 1,900.50 27.15
<b>GS-31</b>	46,191.60 1,776.60 25.38	48,703.20 1,873.20 26.76	51,305.80 1,973.30 28.19
<b>GS-32</b>	47,647.60 1,832.60 26.18	50,323.00 1,935.50 27.65	52,980.20 2,037.70 29.11
<b>GS-33</b>	49,212.80 1,892.80 27.04	51,924.60 1,997.10 28.53	54,745.60 2,105.60 30.08
<b>GS-34</b>	50,850.80 1,955.80 27.94	53,726.40 2,066.40 29.52	56,656.60 2,179.10 31.13
<b>GS-35</b>	52,707.20 2,027.20 28.96	55,783.00 2,145.50 30.65	58,804.20 2,261.70 32.31
<b>GS-36</b>	54,745.60 2,105.60 30.08	57,930.60 2,228.10 31.83	61,097.40 2,349.90 33.57
<b>GS-37</b>	56,693.00 2,180.50 31.15	60,005.40 2,307.90 32.97	63,317.80 2,435.30 34.79
<b>GS-38</b>	58,749.60 2,259.60 32.28	62,153.00 2,390.50 34.15	65,556.40 2,521.40 36.02
<b>GS-39</b>	60,715.20 2,335.20 33.36	64,300.60 2,473.10 35.33	67,940.60 2,613.10 37.33

**EFFECTIVE APRIL 1, 2014**

<b>GS-40</b>	62,680.80	66,448.20	70,124.60
	2,410.80	2,555.70	2,697.10
	34.44	36.51	38.53
<b>GS-41</b>	64,173.20	69,942.60	75,675.60
	2,468.20	2,690.10	2,910.60
	35.26	38.43	41.58
<b>GS-42</b>	65,829.40	71,689.80	77,586.60
	2,531.90	2,757.30	2,984.10
	36.17	39.39	42.63
<b>GS-43</b>	68,322.80	74,419.80	80,553.20
	2,627.80	2,862.30	3,098.20
	37.54	40.89	44.26
<b>GS-44</b>	70,779.80	77,204.40	83,501.60
	2,722.30	2,969.40	3,211.60
	38.89	42.42	45.88
<b>GS-45</b>	73,273.20	79,970.80	86,541.00
	2,818.20	3,075.80	3,328.50
	40.26	43.94	47.55
<b>GS-46</b>	76,421.80	83,410.60	90,326.60
	2,939.30	3,208.10	3,474.10
	41.99	45.83	49.63

**EFFECTIVE APRIL 1, 2015**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<b>GS-08</b>	29,866.20 1,148.70 16.41	30,849.00 1,186.50 16.95	31,813.60 1,223.60 17.48
<b>GS-09</b>	30,121.00 1,158.50 16.55	31,103.80 1,196.30 17.09	31,995.60 1,230.60 17.58
<b>GS-10</b>	30,339.40 1,166.90 16.67	31,267.60 1,202.60 17.18	32,268.60 1,241.10 17.73
<b>GS-11</b>	30,503.20 1,173.20 16.76	31,522.40 1,212.40 17.32	32,541.60 1,251.60 17.88
<b>GS-12</b>	30,830.80 1,185.80 16.94	31,850.00 1,225.00 17.50	32,778.20 1,260.70 18.01
<b>GS-13</b>	31,103.80 1,196.30 17.09	32,123.00 1,235.50 17.65	33,196.80 1,276.80 18.24
<b>GS-14</b>	31,395.00 1,207.50 17.25	32,487.00 1,249.50 17.85	33,579.00 1,291.50 18.45
<b>GS-15</b>	31,813.60 1,223.60 17.48	32,905.60 1,265.60 18.08	34,015.80 1,308.30 18.69
<b>GS-16</b>	32,159.40 1,236.90 17.67	33,360.60 1,283.10 18.33	34,452.60 1,325.10 18.93
<b>GS-17</b>	32,687.20 1,257.20 17.96	33,943.00 1,305.50 18.65	35,144.20 1,351.70 19.31
<b>GS-18</b>	33,033.00 1,270.50 18.15	34,307.00 1,319.50 18.85	35,599.20 1,369.20 19.56

**EFFECTIVE APRIL 1, 2015**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<b>GS-19</b>	33,706.40 1,296.40 18.52	35,071.40 1,348.90 19.27	36,381.80 1,399.30 19.99
<b>GS-20</b>	34,361.60 1,321.60 18.88	35,817.60 1,377.60 19.68	37,273.60 1,433.60 20.48
<b>GS-21</b>	34,980.40 1,345.40 19.22	36,509.20 1,404.20 20.06	38,110.80 1,465.80 20.94
<b>GS-22</b>	35,635.60 1,370.60 19.58	37,291.80 1,434.30 20.49	39,075.40 1,502.90 21.47
<b>GS-23</b>	36,363.60 1,398.60 19.98	38,129.00 1,466.50 20.95	39,949.00 1,536.50 21.95
<b>GS-24</b>	37,692.20 1,449.70 20.71	39,585.00 1,522.50 21.75	41,514.20 1,596.70 22.81
<b>GS-25</b>	39,184.60 1,507.10 21.53	41,168.40 1,583.40 22.62	43,206.80 1,661.80 23.74
<b>GS-26</b>	40,458.60 1,556.10 22.23	42,642.60 1,640.10 23.43	44,790.20 1,722.70 24.61
<b>GS-27</b>	41,987.40 1,614.90 23.07	44,189.60 1,699.60 24.28	46,464.60 1,787.10 25.53
<b>GS-28</b>	43,479.80 1,672.30 23.89	45,809.40 1,761.90 25.17	48,175.40 1,852.90 26.47
<b>GS-29</b>	44,626.40 1,716.40 24.52	47,028.80 1,808.80 25.84	49,558.60 1,906.10 27.23

**EFFECTIVE APRIL 1, 2015**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<b>GS-30</b>	45,827.60 1,762.60 25.18	48,412.00 1,862.00 26.60	50,887.20 1,957.20 27.96
<b>GS-31</b>	47,574.80 1,829.80 26.14	50,159.20 1,929.20 27.56	52,852.80 2,032.80 29.04
<b>GS-32</b>	49,085.40 1,887.90 26.97	51,833.60 1,993.60 28.48	54,563.60 2,098.60 29.98
<b>GS-33</b>	50,687.00 1,949.50 27.85	53,489.80 2,057.30 29.39	56,383.60 2,168.60 30.98
<b>GS-34</b>	52,379.60 2,014.60 28.78	55,346.20 2,128.70 30.41	58,349.20 2,244.20 32.06
<b>GS-35</b>	54,290.60 2,088.10 29.83	57,457.40 2,209.90 31.57	60,569.60 2,329.60 33.28
<b>GS-36</b>	56,383.60 2,168.60 30.98	59,659.60 2,294.60 32.78	62,935.60 2,420.60 34.58
<b>GS-37</b>	58,385.60 2,245.60 32.08	61,807.20 2,377.20 33.96	65,210.60 2,508.10 35.83
<b>GS-38</b>	60,515.00 2,327.50 33.25	64,009.40 2,461.90 35.17	67,522.00 2,597.00 37.10
<b>GS-39</b>	62,535.20 2,405.20 34.36	66,229.80 2,547.30 36.39	69,979.00 2,691.50 38.45
<b>GS-40</b>	64,555.40 2,482.90 35.47	68,450.20 2,632.70 37.61	72,235.80 2,778.30 39.69

**EFFECTIVE APRIL 1, 2015**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<b>GS-41</b>	66,102.40 2,542.40 36.32	72,035.60 2,770.60 39.58	77,950.60 2,998.10 42.83
<b>GS-42</b>	67,813.20 2,608.20 37.26	73,837.40 2,839.90 40.57	79,916.20 3,073.70 43.91
<b>GS-43</b>	70,379.40 2,706.90 38.67	76,658.40 2,948.40 42.12	82,973.80 3,191.30 45.59
<b>GS-44</b>	72,909.20 2,804.20 40.06	79,515.80 3,058.30 43.69	86,013.20 3,308.20 47.26
<b>GS-45</b>	75,475.40 2,902.90 41.47	82,373.20 3,168.20 45.26	89,143.60 3,428.60 48.98
<b>GS-46</b>	78,715.00 3,027.50 43.25	85,904.00 3,304.00 47.20	93,038.40 3,578.40 51.12

**COMMON GRID**  
**Effective April 15, 2015**

	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>
<b>CG-08</b>	\$16.41	\$16.95	\$17.48
<b>CG-09</b>	\$16.55	\$17.09	\$17.58
<b>CG-10</b>	\$16.67	\$17.18	\$17.73
<b>CG-11</b>	\$16.76	\$17.32	\$17.88
<b>CG-12</b>	\$16.94	\$17.50	\$18.01
<b>CG-13</b>	\$17.09	\$17.65	\$18.24
<b>CG-14</b>	\$17.25	\$17.85	\$18.45
<b>CG-15</b>	\$17.48	\$18.08	\$18.69
<b>CG-16</b>	\$17.67	\$18.33	\$18.93
<b>CG-17</b>	\$17.96	\$18.65	\$19.31
<b>CG-18</b>	\$18.15	\$18.85	\$19.56
<b>CG-19</b>	\$18.52	\$19.27	\$19.99
<b>CG-20</b>	\$18.88	\$19.68	\$20.48
<b>CG-21</b>	\$19.22	\$20.06	\$20.94
<b>CG-22</b>	\$19.58	\$20.49	\$21.47
<b>CG-23</b>	\$19.98	\$20.95	\$21.95
<b>CG-24</b>	\$20.71	\$21.75	\$22.81
<b>CG-25</b>	\$21.53	\$22.62	\$23.74
<b>CG-26</b>	\$22.23	\$23.43	\$24.61
<b>CG-27</b>	\$23.07	\$24.28	\$25.53
<b>CG-28</b>	\$23.89	\$25.17	\$26.47
<b>CG-29</b>	\$24.52	\$25.84	\$27.23
<b>CG-30</b>	\$25.18	\$26.60	\$27.96
<b>CG-31</b>	\$26.14	\$27.56	\$29.04
<b>CG-32</b>	\$26.97	\$28.48	\$29.98
<b>CG-33</b>	\$27.85	\$29.39	\$30.98
<b>CG-34</b>	\$28.78	\$30.41	\$32.06
<b>CG-35</b>	\$29.83	\$31.57	\$33.28
<b>CG-36</b>	\$30.98	\$32.78	\$34.58
<b>CG-37</b>	\$32.08	\$33.96	\$35.83
<b>CG-38</b>	\$33.25	\$35.17	\$37.10
<b>CG-39</b>	\$34.36	\$36.39	\$38.45
<b>CG-40</b>	\$35.47	\$37.61	\$39.69
<b>CG-41</b>	\$36.32	\$39.58	\$42.83
<b>CG-42</b>	\$37.26	\$40.57	\$43.91
<b>CG-43</b>	\$38.67	\$42.12	\$45.59
<b>CG-44</b>	\$40.06	\$43.69	\$47.26
<b>CG-45</b>	\$41.47	\$45.26	\$48.98
<b>CG-46</b>	\$43.25	\$47.20	\$51.12



**SCHEDULE C**  
**SALARY IMPLEMENTATION FORMULA AND**  
**STEP PROGRESSION**

**\*A. Salary Implementation Formula**

Effective April 1, 2012 -	0%
Effective April 1, 2013 -	\$1,400 bonus (prorated based on previous 12 months from date of signing)
Effective April 1, 2014 -	2%
Effective April 1, 2015 -	3%

**B. Red-Circled Employees**

1. Red-circled employees whose regular salary does not exceed the maximum of the new salary scales on the respective date shall:
  - a) be placed on Step 3 of the new scale;  
and
  - b) receive a cash payment of the difference between the percentage increase applicable for their salary and the salary increase received by being placed on Step 3. This cash payment will be paid for each regular hour worked.
2. Employees whose regular salary scale rate exceeds the maximum of the new salary scale on the respective date shall receive a cash payment of the percentage increase applicable for their salary scale rate. This cash payment will be paid for each regular hour worked.

**C. Step Progression**

1. Employees shall continue to advance one step on their respective salary scales for each twelve (12) months of service accumulated, effective when the additional twelve (12) months of service was accumulated.
2. New employees shall advance one step on their respective salary scales for each twelve (12) months of service, and thereafter from year to year for each additional twelve (12) months of service accumulated.

**SCHEDULE D**

**SPECIAL GROUPS EXCLUDED FROM  
THE BARGAINING UNIT**

Legal Secretaries (Civil Division, Department of Justice)

\*Special Groups excluded by the *Public Service (Collective Bargaining) Act, RSNL 1990, Chapter P-42* as amended, subparagraphs 2 (i) (vii) - (xv).

Staff of Executive Council

\*Staff of the House of Assembly

\*Staff of the Office of the Chief Electoral Officer

All Staff of Public Service Commission.

Contractual Employees.

Employees governed by other Collective Agreements.

Confidential Secretaries to: Directors of Human Resources, Directors of Administration, and their counterparts in Government Agencies.

Position of Human Resources Officer with the Municipal Assessment Agency Inc.

\*The Rooms Corporation of Newfoundland and Labrador, Inc.:  
Director of the Art Gallery  
Administrative Staff Specialist II  
Art Gallery Operations Supervisor

**SCHEDULE E**

**AGENCIES**

1. C. A. Pippy Park Commission.
2. Municipal Assessment Agency Inc.
- \*3. The Rooms Corporation of Newfoundland and Labrador, Inc.
- \*4. Government Purchasing Agency

## SCHEDULE F

### 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 CEO and/or Executive Director.
- \*6. "Review" means re-appraisal or re-assessment of an employee's position classification by the Classification and Compensation Division of the Public Service Secretariat upon request of the employee or the permanent head on behalf of the organization.
7. "Treasury Board" means Treasury Board as constituted pursuant to The Financial Administration Act as now or hereafter amended.
8. "Organization" means the Government of Newfoundland, commission, agency, hospital, or other entity mentioned in Section A.5.

#### B. Constitution of Classification Appeal Board

1. There shall be a Board to be known as the Classification Appeal Board, consisting of a Chairperson and members to be appointed by the Lieutenant-Governor in Council to serve for a period of one year in the first instance, subject to extension for further periods at the discretion of the Lieutenant-Governor in Council.
2. The Appeal Board is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures. Changes in these procedures shall be recommended for

approval only after co-ordination with the Classification Appeal Board, and the Treasury Board Secretariat.

3. A quorum for the Appeal Board shall consist of three members including the Chairperson or Acting Chairperson.
4. In the absence of the Chairperson from a meeting of the Appeal Board, the members present shall appoint one of their members as Acting Chairperson.
5. The Appeal Board may hold hearings on appeals and may require an appellant to appear before it at any time and in any place in the province it may deem desirable.
6. The Chairperson and members of the Appeal Board shall be compensated for their services at such rates as Treasury Board may approve.
7. Expenses incurred by the Appeal Board in the performance of its duties and such out-of-pocket expenses incurred by an appellant appearing before the Appeal Board at its request shall be paid from public funds, subject to Treasury Board approval.
8. The Appeal Board shall be provided with such staff and facilities, e.g. office accommodations, etc. as the Treasury Board may deem necessary to assist it in its work.
9. A commission shall be issued to the Appeal Board, pursuant to Section 2 of the Public 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 Compensation Division of the Public Service Secretariat.

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 Compensation Division of the Public Service Secretariat.

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 Compensation Division, Public Service Secretariat, 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 Compensation 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 Compensation 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 Compensation 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 Compensation 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 Compensation 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 Compensation 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 Compensation 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 Compensation 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 Compensation Division for a review of the classification in accordance with section 3 of Part C and shall have been notified in writing of the Division's decision on the request.

12. The Appeal Board has the right to refuse to receive or hear an appeal if it considers that the grounds on which the appeal it submitted are irrelevant or not in accordance with sections 1 and 2 of Part C.
13. The employing organization concerned shall allow time off from regular duties to any employee who is required by the Appeal Board to appear before it and, in respect of such absence; the employee shall be regarded as being O.H.M.S. It is the responsibility of the employee to obtain the prior approval of the permanent head before absenting themselves from their duties for this purpose.
- \*14. On receipt of an appeal from an employee or a group of employees, the Appeal Board shall request the Classification and Compensation 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 by the Classification Appeal Board.
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 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 Compensation 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 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 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 Compensation Division may be requested to appear before the Board.
20. Appellants are to be given two opportunities to postpone appeal hearings after which appeals will then be withdrawn by the 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 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 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 Board is required to submit written reasons to the Classification and Compensation 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 Board shall prevail and there shall be no minority report.
28. An appeal shall be regarded as closed:
  - when a decision is rendered thereon by the Classification Appeal Board;
  - if the appellant requests in writing the withdrawal of the appeal;
  - in the event of the appellant's separation from the organization for any reason including resignation, removal, abandonment of position, incompetence, retirement, death and so on; or
  - if the appellant postpones a hearing in accordance with Section 20 of Part C.
29. It shall be the responsibility of the permanent head to notify the Chairperson, Classification Appeal Board of the effective date of an appellant's separation from the organization.



## **SCHEDULE G**

### **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. You may also refer to the Government website at [www.gov.nl.ca/hrpm](http://www.gov.nl.ca/hrpm) for further information.

#### **BENEFITS**

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

You are insured for a life insurance benefit equal to two times your current annual salary rounded to the next higher \$1,000, if not already a multiple thereof, subject to a minimum of \$10,000 and a maximum of \$400,000.

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

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

In the event of the death of your spouse or dependent child from any cause whatsoever while you and dependents are insured under the plan, the insurance company will pay you \$6,000 in respect of your spouse and \$3,000 in respect of each insured dependent child. This applies to those employees with family coverage only.

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

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

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

**Schedule of Benefits**

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

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

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

- § One Arm or One Leg
- § Use of One Arm or One Leg

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

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

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

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

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

- § All Toes of One Foot
- § Hearing in One Ear

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

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

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

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

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

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

Repatriation Benefit	Spousal Retraining Benefit
Rehabilitation Benefit	Seat Belt Benefit
Education Benefit	In-hospital Indemnity

### **WAIVER OF PREMIUM PROVISION**

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

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

#### **Hospital Benefit**

If you or any of your insured dependents are confined in a hospital on the recommendation of a physician, coverage is provided for **semi-private room** accommodation at 100%, to a daily maximum of \$85.00

#### **Prescription Drug Benefit**

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

#### **Vision Care Benefit**

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

- a) Charges for eye examinations performed by an Ophthalmologist or Optometrist where the Medicare plan does not cover such services, limited to one such expense in a calendar year for dependent children under age 18, and once in two calendar years for all other insured persons;
- b) Up to 100% of covered eligible expense of \$125 for eyeglass lenses and frames and 100% of a covered eligible expense of \$175 for bifocal lenses and frames limited to one expense in every three calendar years. And \$225 for trifocal lenses and frames limited to one expense in

every three calendar years Once in a calendar year for dependent children **under age 18 if a change in the strength of the prescription is required**. Please note that expenses for contact lenses will be reimbursed at the same level as for eyeglasses. Coverage is not provided for sunglasses, safety glasses, or repairs and maintenance.

- c) Up to 80% of the covered eligible expenses of \$250 in two calendar years for the purchase of contact lenses prescribed for severe corneal scarring, keratoconus or aphakia, provided vision can be improved to at least a 20/40 level by contact lenses, but cannot be improved to the level by spectacle lenses.
- d) one pair of eyeglasses when prescribed by an Ophthalmologist following surgery, to 80% of a lifetime covered eligible expense of \$200; and
- e) 50% of the cost of visual training or remedial therapy.

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

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

### **Extended Health Benefit**

Reimbursement is provided for many types of services, such as registered nurse, physiotherapist, wheelchair rental, braces, crutches, deep x-rays, ambulance service, chiropractors, to name a few. Pre-authorization is now required for the rental and/or purchase of all durable equipment and all Nursing Care/Home Care benefits. Effective April 1, 1997, insured employees/retirees and/or their dependents are required to obtain pre-approval for these services by calling the insurance carrier. Certain dollar amounts or time period maximums apply. It is important to note that reimbursement under the extended health care benefit is made at 80% of covered eligible expenses up to \$5,000; expenses over \$5,000 and less than \$10,000 are reimbursed at 90%, and expenses over \$10,000 are reimbursed at 100% in any calendar year. Where no maximum eligible expense is noted, reasonable and customary rates will apply. Please consult your employee benefit booklet for details.

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

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

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

## **Group Travel Insurance**

The group travel plan covers a wide range of benefits which may be required as a result of an accident or unexpected illness incurred outside the province while travelling on business or vacation.

The insurer will pay 100% of the reasonable and customary charges (subject to any benefit maximums) for expenses, such as hospital, physician, return home and other expenses as outlined in the employee booklet. Coverage under the Group Travel Insurance is now limited to a maximum of ninety (90) days per trip for travel within Canada. Coverages commences from the actual date of departure. The current 30 day period per trip for travel outside Canada will still apply. There will be no coverage for travel outside Canada under this program following the first 30 days of a trip outside the participants' province of residence. Additional coverage is available from Desjardins Financial Security 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 of the same or opposite sex 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 H**

### **EMPLOYEE ASSISTANCE PROGRAM**

The Employee Assistance Program (EAP) is a joint program of the Government of Newfoundland and Labrador and its unions/associations. The purpose of the program is to provide employees and their dependents with an opportunity to access professional counseling services. The program is also intended to act as a supportive resource to employees and managers throughout government and agencies who have been deemed as participants in the program.

A cornerstone of the EAP is confidentiality with respect to all matters associated with professional services to clients. The EAP Coordinators demonstrate respect for the trust and confidence placed in them by clients. This is accomplished by protecting the privacy of client information and respecting the clients right to control when or whether this information will be shared with third parties as outlined in the EAP Roles, Responsibilities and Operating Procedures. The general expectation that EAP Coordinators keep information confidential does not apply when there is a professional duty or obligation to disclose information where there is serious, imminent, or foreseeable harm to a client, employee, or others. This caution is explained to the employee at the earliest possible opportunity.

Nothing in this statement or policy is to be interpreted as constituting a waiver of management's right to take disciplinary measures, nor the union's right to grieve within the framework of the Collective Agreement.

#### **BASIC PRINCIPLES**

The Unions/Associations and the Employer, recognize that personal problems, which are affecting or which may affect work performance, can be addressed effectively when identified early and when referral is made to an appropriate source of help.

For employees who participate in the EAP, sick leave may be granted, on the same basis as is granted for other health problems. Consideration could also be given for the use of annual leave or leave without pay.

Employees are assured that their job future and standing with the Employer will not be jeopardized by their participation in the Program.

The EAP encourages employees to seek help voluntarily.

Wherever the need exists and where they feel it would be advantageous to the employee, management reserves the right to encourage employees to attend the program.

The Committee oversees the operation of this Program.

This Program applies to employees and their dependents, who have been deemed as participants in the program. The Program applies to all employees, and former employees, for the period of one year from their last date of employment.

In the event that a group of employees are concerned that the help of the EAP should be offered to an immediate supervisor, established procedures should be followed to advise the next level of management of this concern.

## JOINT LABOUR MANAGEMENT COMMITTEE

### COMPOSITION OF THE COMMITTEE

The chairperson shall be the Director of the Employee Assistance Program.

The committee is comprised of 6 members as listed below.

- Director EAP Program – one representative
- Human Resource Secretariat - one representative
- Public Service Commission – one representative
- Newfoundland and Labrador Association of Public and Private Employees- one representative
- Canadian Union of Public Employees ( School Board ) – one representative
- Public Sector Managers' Association – one representative

### JURISDICTION OF THE COMMITTEE

The committee functions in a consultative capacity and provides recommendations to the employer and unions on matters related to the EAP. The committee shall not override the employers' rights and responsibilities to manage, nor affect the unions' rights as established by law and collective agreements. A quorum shall consist of a minimum of 4 members.

### RESPONSIBILITIES

- a) To oversee the effective operation of the policy and procedures of the program as agreed upon by the PSC/employer and the union/associations;
- b) To serve in an administrative advisory capacity to the EAP in policy, procedures and practices;
- c) To ensure that steps are taken to promote awareness and a full understanding of the program to employees
- d) To ensure that adequate training is provided to managers, supervisors and union representatives
- e) To review annual reports of the EAP

## ADMINISTRATION

### FREQUENCY OF MEETINGS

The frequency of the meetings shall be determined by the committee; however the committee will meet not less than four times per year. The date of the following meeting will be established prior to the adjournment of the current meeting.

### AGENDA

Agenda items may be submitted to the chair in advance of the meeting.

### RECORD OF MEETINGS

The minutes of meetings will be reviewed and adopted at the beginning of each meeting. Any changes will be made and recorded in subsequent meeting minutes. The PSC will be responsible for recording of minutes and ensuring that copies are distributed in advance of the meeting to the committee members.

### ROLES AND RESPONSIBILITIES

The Director of the EAP will chair the meetings. The roles and responsibilities of the Director, coordinators, managers and employees will be outlined in an operational and procedural document developed by the Director of the EAP in consultation with the JLMC.

### THE EMPLOYEE ASSISTANCE PROGRAM (EAP) OF THE PUBLIC SERVICE COMMISSION INCLUDING ROLES, RESPONSIBILITIES AND OPERATING PROCEDURES.

The Director and EAP Coordinators of the Employee Assistance Program ( EAP) are employees of the Public Service Commission. These individuals are responsible for the administration and operations of the program.

The responsibilities of :

- Co-ordinators and/ or the Director
  - a) To thoroughly understand and consistently apply the principles of the EAP.
  - b) To interview all employees who request assistance through the EAP, and to provide them with full information regarding participation in the program.
  - c) To provide direct help in assisting employees, to advise employees of other helping services available, and to arrange for referral for assessment or treatment.
  - d) To monitor the progress of employees referred to the Program, where appropriate.
  - e) To provide general information and statistics to the Joint Labour management Committee (JLMC) on request.

- f) A cornerstone of the EAP is confidentiality with respect to all matters associated with professional services to clients. The EAP Coordinators demonstrate respect for the trust and confidence placed in them by clients, by protecting the privacy of client information and respecting the clients right to control when or whether this information will be shared with third parties. The general expectation that EAP Coordinators will keep information confidential does not apply when there is a professional duty or obligation to disclose information, or where there is serious, imminent, or foreseeable harm to a client, employee, or others. This caution will be explained to the employee at the earliest possible opportunity.
- Managers/supervisors
  - a) To establish and communicate to their employees the level of work performance that will be considered satisfactory.
  - b) To observe and document instances of unsatisfactory job performance.
  - c) Where in the opinion of the manager that work performance is unsatisfactory and that there exists a potential need for counselling service, the manager should inform the employee of the EAP Program.
- Human Resources Directors /Managers
  - a) To understand and to distribute up-to-date information about the EAP to all employees in their department or agency.
  - b) To ensure that all employees are aware of the EAP and the application of confidentiality practices.
- Union Representatives

The Union Representatives will play a supportive role in the referral to the EAP of bargaining unit members.

- a) To fully understand the roles and responsibilities outlined in the operational procedures and operations issued by the Director of the EAP in consultation with the JLMC.
- b) To ensure that the employee's rights under the Collective Agreement and under the EAP are clearly explained.
- c) Upon the request of an employee, become involved in any interview so that both the Union/Association and the Employer can encourage the employee to accept help through the EAP.

- d) To provide support to the employee during their participation in the EAP.
- Employee

The responsibilities of the individual employee who is a participant in the EAP are:

- a) To have knowledge of the EAP.
- b) To actively participate in the EAP.

#### EAP REFERRAL PROCEDURES

Employees may access EAP through:

1. Self Referral:

A self referral is a referral made by the employee on their own behalf. All employees can seek assistance on a voluntary basis by contacting an EAP Co-ordinator of the Program. When a self-initiated referral requires outside treatment, and/or time away from the workplace, it is the employee's responsibility to notify the supervisor (or other personnel as required) to request leave or other arrangements.

2. Workplace Assisted Referral:

Where the manager and/or supervisor of an employee or another manager may identify an individual in the workplace is in need of support and counselling, he/she may recommend contact with the EAP. The manager or supervisor is not provided with any information regarding contact unless the employee provides consent and the EAP Coordinator agrees that it is in the individual's best interest to share information.

3. Formal Referral

A formal referral to EAP normally occurs at a point when work performance issues have been identified by the manager or supervisor to the employee. The employee is provided with a letter outlining the issues of concern within the workplace and offered the option of EAP support to assist in addressing the concern. Participation in the EAP Program is voluntary, whether it is through self referral on one's own initiative, or through formal referral by the manager. The employee maintains the right to confidentiality throughout his/her involvement in the EAP. Nothing of a confidential nature is discussed between the coordinator and the manager.

The EAP coordinator has a duty to provide confirmation of whether an employee is participating in a treatment program and attendance when this information is requested from the manager. The manager is responsible for maintaining contact with the EAP coordinator to confirm the employee is participating and attending the program. They are also responsible for offering the employee support throughout the

process. During the time the employee is in the program, the EAP Coordinator maintains contact with the employee and outside helping agency.

When an employee's work performance becomes unsatisfactory, the supervisor's first response should be to provide the employee with feedback on performance and to clarify what is expected.

If the unsatisfactory job performance persists, the supervisor or manager shall consult with the Human Resources Manager or Director or his/her designate to review the employee's performance before making a formal referral to the Employee Assistance Program. The employee has the right to have union representation at any meeting where there is a human resources manager and departmental manager present to discuss concerns related to unsatisfactory work performance. The employee is advised of the following:

- a) The consequences of continuing the present unsatisfactory work pattern may lead to disciplinary action up to and including dismissal.
- b) The Employee Assistance Program is in place and how it operates.
- c) The employee is given a choice between accepting referral to the Employee Assistance Program or not.
- d) The employee is expected to keep the appointment and to participate in the program.

## CONFIDENTIALITY

All persons working with clients of the EAP (e.g., medical personnel administrators, co-ordinators, counsellors, and support staff) are prohibited from disclosing any information unless consent of the individual employee is obtained. There are specific circumstances whereby confidentiality cannot be guaranteed between the coordinator and client. These circumstances include situations whereby there is a professional duty of the coordinator to release information. This caution will be explained to the employee at the earliest possible opportunity.

EAP files shall be handled with the greatest degree of confidentiality. Names shall not be used on these files or on the working notes contained in them. Other means of identification such as codes/numbers/letters will be used.

EAP files and working notes shall be retained in a secure and restricted area and shall be destroyed according to the Records, Retention, and Disposal Schedule as per the Government of Newfoundland and Labrador Records Management guidelines. The confidential file of the EAP shall be available for inspection by the employee at any reasonable time.

When an employee is referred by the E.A.P. Co-ordinator to an appointed external service provider, sufficient information shall be released to that individual in order that he/she may provide the most appropriate counselling service to the employee.

#### FOLLOW-UP

At the discretion and professional assessment of the EAP Coordinator, follow up contact will be made by the coordinator to the employee.

#### CONCLUSION

The success of an Employee Assistance Program rests with a commitment from the Employer and the Unions/Associations in providing employees with an offer of help. This commitment can be realized only through the actions of the Employer's managers at all levels, and the Unions/Associations representatives for the workplace. Likewise, the employee's willingness to participate in the Program is essential.

Employee Assistance Programs are now widely accepted as beneficial to the employee and the Employer. The employee is offered and encouraged to accept help for problems that seriously affect his/her work, well-being, and family. The Employer benefits by retaining its employees in the work force so that their skills and knowledge are not lost.

The early use of EAP policies and procedures can contribute significantly to the prevention of serious mental health or workplace performance problems among employees.

**SCHEDULE I**

**THE PUBLIC SERVICE**

**FOR THE PURPOSE OF THE GENERAL SERVICE AGREEMENT**

The Office of the Auditor General

The Department of Education

The Department of Environment & Conservation

The Department of Finance

The Department of Fisheries and Aquaculture

The Department of Government Services

The Department of Health and Community Services

The Department of Human Resources, Labour and Employment

The Department of Innovation, Trade and Rural Development

The Department of Justice

The Department of Labrador and Aboriginal Affairs

The Department of Municipal and Provincial Affairs

The Department of Natural Resources

The Newfoundland Public Service Commission

The Department of Tourism, Culture and Recreation

The Department of Transportation & Works

The C.A. Pippy Park Commission

\*The Government Purchasing Agency

The Municipal Assessment Agency Inc.

\*The Rooms Corporation of Newfoundland and Labrador, Inc.



**SCHEDULE J**  
**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, 2009 and shall remain in full force and effect until March 31, 2013. It shall be renewed thereafter through the normal process of collective bargaining utilized by each of the employee groups, or, with the consent of the parties, will be renewed through joint negotiations. At the request of either party negotiations shall commence six (6) months prior to the expiry date of this agreement.

**ARTICLE 3**

**LABRADOR ALLOWANCE**

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

	<b>LABRADOR ALLOWANCE</b>		
	<b>DATE</b>	<b>SINGLE</b>	<b>DEPENDENT</b>
<b>GROUP 1</b>	1-Apr-09	2650	5300
	1-Apr-10	2750	5500
	1-Apr-11	2825	5650
	1-Apr-12	2825	5650
<b>GROUP 2</b>	1-Apr-09	3070	6130
	1-Apr-10	3185	6360
	1-Apr-11	3270	6530
	1-Apr-12	3270	6530
<b>GROUP 3</b>	1-Apr-09	3210	6395
	1-Apr-10	3330	6635
	1-Apr-11	3420	6815
	1-Apr-12	3420	6815

In the case of spouses who are both employed by Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, 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).

<b>TRAVEL ALLOWANCE</b>			
	<b>DATE</b>	<b>EMPLOYEE</b>	<b>DEPENDENT</b>
<b>GROUP 1</b>	1-Apr-09	825	625
	1-Apr-10	825	625
	1-Apr-11	825	625
	1-Apr-12	875	675
<b>GROUP 2</b>	1-Apr-09	875	675
	1-Apr-10	875	675
	1-Apr-11	875	675
	1-Apr-12	925	725
<b>GROUP 3</b>	1-Apr-09	925	725
	1-Apr-10	925	725
	1-Apr-11	925	725
	1-Apr-12	975	775

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, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents on the date of application of the allowance.

- (b) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 4.2 (a) based on his/her hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.
- 4.3 (a) For the purpose of calculating this benefit the following leaves shall be considered as hours of work:
- Maternity Leave/Parental Leave/Adoption Leave
  - Injury-on-Duty/Worker's Compensation Leave
  - Paid Leaves
  - Any other period of unpaid leave for which the employee is eligible to accrue service under the respective collective agreement
- (b) The provisions of 4.3 (a) will not apply when the employee would otherwise have been laid off.

- (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 Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, 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. E.g. 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 Employees covered by this agreement shall receive three (3) non-cumulative, paid leave days in the aggregate per year. This leave will only be utilized when the employee is delayed from returning to the community due to interruptions to a transportation service occurring within Labrador. This article shall also apply where there has been an interruption to a transportation service occurring at the last departure point directly to Labrador.

## **ARTICLE 6**

### **EXISTING GREATER BENEFITS**

- 6.1 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 7**

**DEFINITIONS**

- 7.1 **Dependent** - for the purpose of this Agreement, dependent means a spouse, whether of the same or opposite gender, and children under 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.
- 7.2 **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 (1) year.

**SCHEDULE A**

**COMMUNITY GROUPING**

**GROUP 1**

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

**GROUP 2**

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

**GROUP 3**

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

**MEMORANDUM OF UNDERSTANDING**

**RE: Nurses Committee**

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

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

Dear Mr. Ash:

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,

**SARAH ANTHONY**  
Chief Negotiator  
Collective Bargaining Division

## **SCHEDULE K**

### **RELOCATION EXPENSES**

Employees who are required to change headquarters a minimum of 80 kilometres, at the request of the Employer, will be reimbursed reasonable relocation expenses.

#### **Definitions**

*Dependent* employee's spouse and/or children, 18 years of age or under, and children up to age 24 who are in full-time attendance in high school or at a post secondary institution; other family member(s) residing with the employee may be considered for relocation expenses

*Spouse* 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

#### **Selection of Moving Company**

The selection of movers will be processed in accordance with the established purchasing procedures of the Government Purchasing Agency.

#### **Movement of Employees/Dependents**

##### **House Hunting Trip**

Employees will be granted leave with pay and travel expenses for the employee and spouse for up to 5 days for the purposes of one house hunting trip.

##### **Dependent Care Expenses**

Employees who incur child care expenses for children less than 16 years of age may be reimbursed \$25.00 per family for each night that the parents are absent on the house hunting trip.

#### **Temporary Living Expenses**

Where a new home cannot immediately be established upon relocation, claims for temporary accommodations and meals for employees, their spouses and dependent children may be allowed for up to 14 calendar days. This includes the 5 days referenced in "House Hunting Trip".

In extenuating circumstances only, the Deputy Minister may approve additional temporary accommodations and meals. The onus is on the employee to justify the need for additional temporary living expenses.



### **Method of transportation**

Employees will be reimbursed for expenses as approved in the employee's relocation plan. This plan is normally based on the most economical method of relocation given the following factors:

- methods of transportation available and the amount of travelling time required for each method;
- number, age and any special needs of the dependents to be relocated;
- any special needs of the employee or his/her spouse; and
- expenses, with receipts, that employees may claim in transit, i.e., accommodations.

Where employees can demonstrate that savings will be realized by the Department, a lump sum taxable payment of up to \$5,000 may be provided for relocations within Labrador and within the island portion of the Province, and up to \$10,000 for relocations between Labrador and the island portion of the Province. The onus is on employees wishing to avail of this payment to demonstrate to the Department how cost savings can be achieved.

Should this payment be made, employees waive all claims to expenses associated with house hunting trip, transportation and storage of furniture and household effects, transportation and storage of motor vehicles, and relocation expenses for relocation to their new location. Employees continue to be eligible to receive payment for fees and other reimbursements as outlined in Sale of Principal Place of Residence and Purchase or Construction of Principal Place of Residence.

### **Accommodations**

Where commercial accommodations are required, employees will be reimbursed for the cost of such accommodations based on government rates and the submission of receipts. Charges for additional rooms may be approved by the Deputy Minister based on the number of employee dependents.

Where employees avail of private accommodations they may be reimbursed \$25 per night for the employee and \$25 per night for the employee's spouse, where applicable.

### **Meals**

When employees claim for meals they should note the number of persons for whom meals are claimed as well as the ages of all children. Employees, their spouses and their dependants ten years or older may claim the meal allowance in accordance with Clause 39.01. Employees may claim one half of this rate for dependents under the age of 10 years.

### **Travel Advance**

Employees who require a travel advance should complete an Official Journey Authorization/Payment Voucher as outlined in the Human Resources Policy Manual Travel Advance Policy.

## **Transportation of Furniture and Household Effects**

Employees may claim the following expenses for the transportation of furniture and household effects of their principal residence:

- crating, packing and unpacking;
- cartage and transportation;
- complete replacement insurance (by hundredweight) in transit;
- storage charges up to a maximum of one month;
- electrical, cable and telephone hookups and disconnects and change of address referral costs;
- reasonable expenses incurred in shipping domestic family pets, including rental of transportation cages.

The following items are not covered under this policy:

- items which by law or tariff may not be moved with household effects;
- goods requiring climatically controlled conditions;
- boats in excess of 3.7 metres (12 feet) and portable outboard motors which are not properly serviced for the move and which have not been accepted by the carrier on a straight weight basis;
- livestock ( sheep, cattle, etc.); and
- travel trailers.

## **Transportation and Storage of Motor Vehicles**

Employees should make every effort to relocate their primary motor vehicle by driving the vehicle to their new location. In situations where an employee is unable to drive the vehicle to the new location the Deputy Minister may approve up to \$3,000 to cover the shipment of the vehicle to the new location.

Where employees can demonstrate cost savings by an alternate method of relocating the vehicle for less than \$3,000, the Deputy Minister may approve such a plan.

Where employees who are relocating have second vehicles, they may elect to drive one vehicle and ship the other with the associated cost being negotiated prior to relocation.

Where employees are required to relocate to or from Labrador during the closed shipping season, the Employer will reimburse up to a maximum of \$100.00 per month for the cost of storing one personally owned motor vehicle.

## **Sale of Principal Place of Residence**

Employees will be reimbursed for costs incurred in the sale of the principal residence. Original receipts are required for payment of the following:

1. real estate fees up to a maximum of 6% provided such fees are incurred within 2 years of

- relocation (Treasury Board approval may be sought to extend this period where necessary);
2. in circumstances where families are unable to relocate immediately, or in instances where the sale of the principal residence cannot immediately be accomplished, duplicate housing costs for a period not to exceed 3 months to a maximum of \$800.00 per month;
  3. one appraisal fee;
  4. reasonable and necessary legal fees (detailed and itemized) resulting from the sale of the principal place of residence, less any tax or fuel expenses associated with this sale; and
  5. payment of a mortgage penalty upon the sale of the employee's principal residence, provided the employee submits a certified invoice from the financial institution issuing the mortgage or the lawyer representing the employee.

### **Purchase or Construction of Principal Residence**

Employees will be reimbursed for costs incurred in the purchase or construction of the principal residence. Certified statements are required for payment of the following:

1. reasonable and necessary legal and mortgage fees (including mortgage insurance fees) for the purchase or construction of a new residence at the place of relocation will be covered provided such fees are incurred within 2 years of relocation (Treasury Board approval may be sought to extend this period where necessary) and the claim is accompanied by a certified and detailed statement; provided the employee has sold or is in the process of selling his/her principal place of residence at his/her former location.
2. employees will be reimbursed for part or all of the interest charges for a bridging loan to enable the employee to meet the down payment on a new residence pending the sale of their former residence. Such interest charges may be claimed for a period not to exceed three months to a maximum of \$800.00 per month.
3. one appraisal fee or survey fee will be reimbursed.

### **Relocation Expense Agreement for New Employees**

New employees for whom relocation expenses are to be paid by Government will be required to sign a *Relocation Expense Agreement*.

On satisfactory completion of the terms of the agreement, an employee's indebtedness (in respect of relocation expenses) will be discharged in full.

Employees who fail to fulfil the terms of the agreement will repay expenses for the period not served as set out in the *Schedule of Amortization of Relocation Expenses*.

**SCHEDULE OF AMORTIZATION OF RELOCATION EXPENSES**

<b>Employment Period</b>	<b>Repayment</b>	<b>Employment Period</b>	<b>Repayment</b>
1 month	100%	13 months	55%
2 months	100%	14 months	50%
3 months	100%	15 months	45%
4 months	100%	16 months	40%
5 months	95%	17 months	35%
6 months	90%	18 months	30%
7 months	85%	19 months	25%
8 months	80%	20 months	20%
9 months	75%	21 months	15%
10 months	70%	22 months	10%
11 months	65%	23 months	5%
12 months	60%	24 months	0%

**RELOCATION EXPENSE AGREEMENT  
FOR  
INITIAL APPOINTMENT TO THE  
PUBLIC SERVICE OF THE  
GOVERNMENT OF  
NEWFOUNDLAND AND LABRADOR**

Agreement between the Government of Newfoundland and Labrador and \_\_\_\_\_  
(Name of appointee).

The above-named appointee having been offered and having accepted a position in the Department of \_\_\_\_\_ of the Government of Newfoundland and Labrador conditional, where applicable upon his/her being granted Landed Immigrant Status in Canada, the parties do hereby agree that the following provisions shall apply in respect of the relocation expenses incurred by the said appointee.

1. The Government of the Province of Newfoundland and Labrador agrees to the approved relocation expenses incurred by the appointee, in accordance with Schedule K of the General Service Collective Agreement, which the appointee acknowledges to have examined.
2. The appointee undertakes to render service in the employment of the Government of Newfoundland and Labrador for a continuous period of not less than two years from the date on which he/she reports for duty at whatever location the Government of Newfoundland and Labrador may decide, and to follow all Government rules, regulations and policies.
3. The appointee agrees that in the event of his/her failure to complete such continuous period of service he/she shall, upon the request of the Deputy Minister of \_\_\_\_\_, immediately repay such part of the relocation expenses paid to him/her as proportionate to the period by which his/her continuous service falls short of the two year payback period in accordance with the Schedule of Amortization of Relocation Expenses.
4. The appointee agrees to furnish receipts of other satisfactory proof of payment of any chargeable expenses which he/she initially paid in full.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Appointee

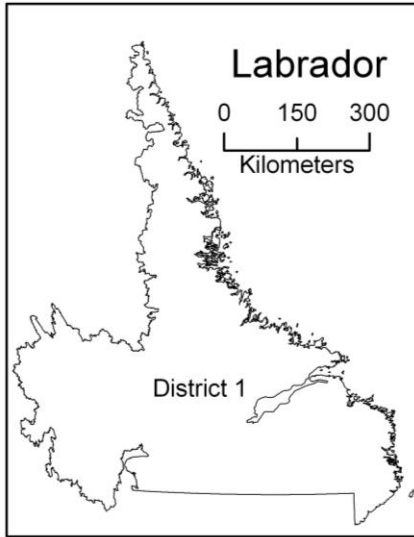
\_\_\_\_\_  
Witness

\_\_\_\_\_  
On behalf of the Government of  
Newfoundland and Labrador

## SCHEDULE L

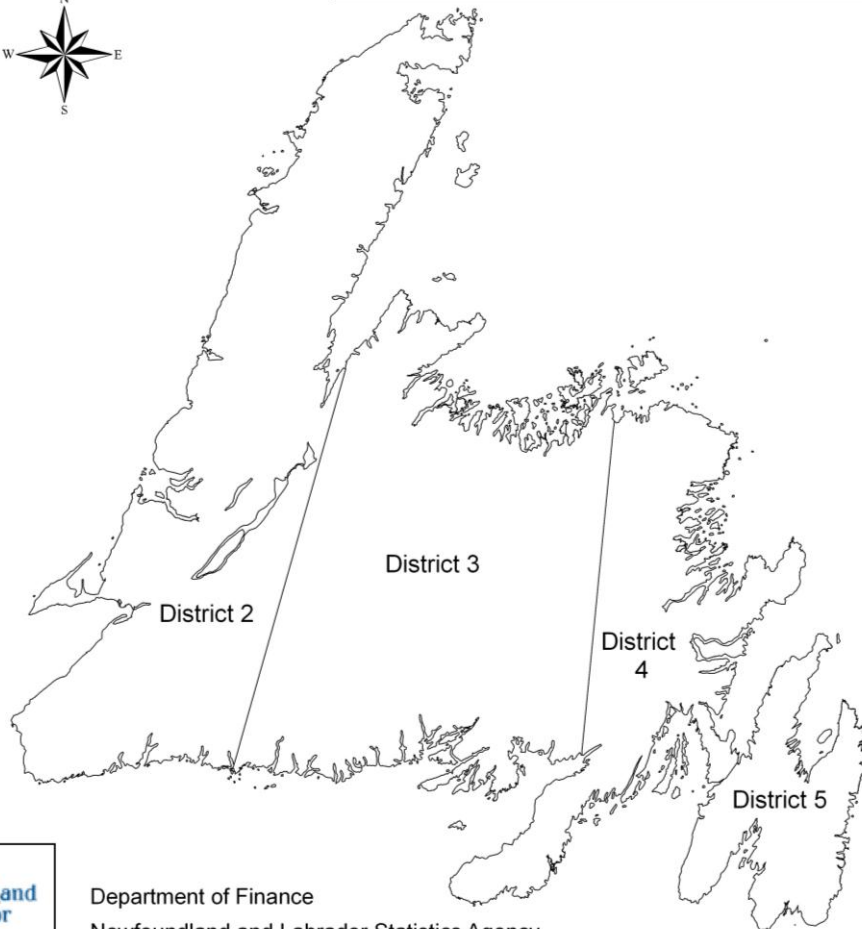
### DISTRICT MAP (LAYOFF/RECALL)

# NAPE Districts Newfoundland & Labrador



Legend
NAPE District # 1 - All of Labrador portion of the Province.
NAPE District # 2 - West Coast/Northern Peninsula - From line drawn Purbeck's Cove - Burgeo, to include all remaining Island portion
NAPE District # 3 - Central West - From line drawn Gander Bay Road west to line drawn Purbeck's Cove to Burgeo (including Twillingate Island)
NAPE District # 4 - Central East - From line Long Harbour, Chapel Arm west to line drawn Gander Bay Road to English Harbour East (including Fogo Island)
NAPE District # 5 - Avalon Peninsula west to line drawn between Long Harbour, Chapel Arm

0 50 100  
Kilometers



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

<b>Service</b>	<b>AGE (Years)</b>					
	<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 N**

**AGREEMENTS (NAPE)**

Air Services  
College of the North Atlantic Faculty  
College of the North Atlantic Support Staff  
General Service  
Group Homes  
Health Professionals  
Hospital Support Staff  
Lab & X-Ray  
Maintenance and Operational Services  
Marine Service Workers  
Newfoundland & Labrador Liquor Corporation  
Workplace Health, Safety and Compensation Commission  
Ushers

**AGREEMENTS (CUPE)**

Government House  
Group Homes and Transition Houses  
Hospital Support Staff  
Newfoundland and Labrador Housing Corporation  
Provincial Information and Library Resources Board



## SCHEDULE O

### TWELVE HOUR SHIFT

#### **Article 5 Definitions**

- 5.01 (n) 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 in excess of one hundred and forty (140) hours.
- 5.01 (p) Overtime means work performed by an employee in excess of his/her scheduled work day.
- 5.01 (z) Service means any period of employment, excluding overtime, 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 one hundred and forty (140) working hours in the aggregate in any year unless otherwise specified in this Agreement.

#### **Article 12 Grievance Procedure**

- 12.01 Subject to Clause 12.03 and 12.07, grievances shall be processed in the following manner:

##### Step 1:

With the exception of dismissal due to unsuitability or incompetence, as assessed by the Employer, of a probationary employee or a part-time or temporary employee with less than nine hundred and ten (910) hours of service and subject to Clauses 12.03 and 12.07, an employee who alleges that he/she has a grievance, shall first present the matter to his/her immediate supervisor through his/her Shop Steward within seven (7) calendar days of the occurrence or discovery of the incident giving rise to the alleged grievance and an earnest effort shall be made to settle the grievance at this level.

In cases where an employee's immediate supervisor is his/her permanent head, the grievance may be submitted immediately at Step 3.

##### Step 2:

If the employee fails to receive a satisfactory answer within seven (7) calendar days of presenting the matter under Step 1, he/she may, within seven (7) calendar days present a grievance in writing to the second managerial level designated by the Director of Human Resources who will give the grievor a dated receipt. In instances where there is no

second level of management other than the permanent head the employee may submit his/her grievance at Step 3 within the prescribed time limits.

In the interest of expediency, the grievor, in conjunction with a shop steward, shall submit a written summary at the time of submitting the grievance at Step 2, on a without prejudice basis.

Step 3:

If the employee fails to receive a satisfactory answer to his/her grievance within seven (7) days after the filing of the grievance at Step 2, he/she may, within a further seven (7) days submit his/her grievance in writing to the Director of Human Resources who, for the purpose of investigating the grievance, shall form a committee consisting of four (4) persons, comprising an equal number of Employer and Union representatives. The Union shall appoint its two (2) representatives to the committee and advise the Employer. The Employer shall appoint two (2) representatives and notify the Union within fourteen (14) calendar days of the names of the Employer representatives on the Committee. One of the Employer's representatives shall chair the meeting(s). The committee shall be entitled to interview such persons as it deems necessary for the investigation of the grievance and shall give its decision in writing to the grievor within fourteen (14) calendar days of receipt of the grievance. The committee's report shall consist of the joint decision of the committee where the committee members agree to a solution. If the matter is not mutually resolved by the committee, then the Employer's representatives will send their position, along with a brief summary of the committee's deliberations, to the grievor, with a copy being sent to the Union.

**Article 14     Hours of Work**

- 14.01 (a)     The hours of work shall be 1820 per annum exclusive of meal breaks and the scheduled workday shall be a maximum of eleven (11) hours.
- 14.03         Each employee shall receive three rest periods of fifteen (15) consecutive minutes each at a time to be scheduled by the permanent head.
- 14.06         A shift schedule shall be posted at least seven (7) calendar days in advance of the commencement of the shift schedule.
- 14.07         Every reasonable effort shall be made by the permanent head:
  - (a)         not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift.
- 14.08         An employee shall be given not less than two (2) calendar days notice of a change in shift schedules. Where such notice is not given and the employee is required to work

on his/her scheduled day of rest, he/she shall be paid two (2) times the straight time rates for all hours worked in addition to time off at a later date for the day of rest displaced.

**Article 16 Standby**

- \*16.02 (a) Effective the date of signing, an employee required to perform standby duty shall be compensated at the rate of \$30.60 per twelve (12) hour shift.
- \*16.02 (b) Effective the date of signing an employee required to perform standby duty on a statutory holiday shall be compensated at the rate of \$33.90 per twelve (12) hour shift.

**Article 18 Holidays**

- 18.05 In the case of this schedule, the provisions of Clause 18.02 and 18.03 will only apply for seven (7) hours of the holiday.

**Article 19 Time off for Union Business**

- 19.01 Upon written request by the Union to the permanent head and with the approval in writing of the permanent head, leave with pay shall be awarded to an employee as follows:
  - 19.01 (a) In the case of an employee who is a member of the Provincial Board of Directors of the Union or an elected delegate of a recognized local of the Union and who is required to attend the Biennial Convention of the Union, the Newfoundland and Labrador Federation of Labour Convention and Component Convention within the Province, leave with pay not exceeding twenty one (21) hours in any year for each of the above Conventions except that where a Component Convention and the Biennial Convention are held in the same year, leave with pay not exceeding fourteen (14) hours may be awarded for the purpose of attending the Component Convention.
  - 19.01 (b) In the case of an employee who is a member of the Provincial Board of Directors of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding twenty one (21) hours in any year.
  - 19.01 (c) In the case of an employee who is a member of the Provincial Executive of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding twenty one (21) hours in any year.

19.01 (d) In the case of an employee who is a member of the Provincial Board of Directors of the Union or a delegated representative and who may wish to attend meetings of the Canadian Labour Congress or National Union of Provincial Government Employees, leave with pay not exceeding thirty five (35) hours in any one year. The permanent head may grant additional leave without pay for this purpose.

**Article 20 Bereavement Leave**

20.01 Subject to Clause 20.02, an employee shall be entitled to bereavement leave with pay as follows:

20.01 (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, common-law spouse, children of common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, or near relative living in the same household, twenty one (21) consecutive working hours; and

20.01 (b) In the case of his/her son-in-law, daughter-in-law, brother-in-law, sister-in-law, seven consecutive working hours.

20.02 (a) If the death of a relative referred to in Clause 20.01(a) occurs outside the island portion of the Province, the employee may be granted seven (7) additional hours leave with pay for the purpose of attending the funeral.

20.02 (b) If the death of a relative referred to in Clause 20.01(a) occurs outside Labrador and the employee resides in Labrador, the employee may be granted seven (7) additional hours leave with pay for the purpose of attending the funeral.

20.03 In cases where extraordinary circumstances prevail, the permanent head may, at his/her discretion, grant special leave for bereavement up to a maximum of fourteen consecutive working hours in addition to that provided in Clauses 20.01 and 20.02.

**Article 21 Annual Leave**

21.01 (a) The maximum annual leave which an employee shall be eligible for in any year shall be as follows:

<b>Years of Service</b>	<b>Number of Hours</b>
Up to ten (10) years	<b>105</b>
From ten (10) to twenty five (25) years	<b>140</b>
In excess of twenty five (25) years	<b>175</b>

- 21.01 (b) The following provisions respecting annual leave shall apply:
- i. An employee may be permitted to avail of annual leave earned during the first four hundred and twenty hours (420) of seniority on a pro rata basis.
  - ii. When an employee has had not less than four hundred and twenty hours (420) hours of service, he/she may anticipate annual leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period.

21.02 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 working hours in the first or last calendar month of his/her service shall, in each case, be deemed to have had a month of service.

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

- i. One hundred and forty (140) hours annual leave, if he she is eligible for one hundred and five (105) hours or one hundred and forty (140) hours in any year;
- ii. One hundred and seventy five (175) hours annual leave, if he/she is eligible for one hundred and seventy five (175) hours in any year.

Each of the above accumulations is in addition to his/her current annual leave and annual leave accruing to him/her pursuant to sub-clause (a) hereof.

However, consideration will be given to allowing employees to carry forward more than the aforementioned maximum where such employees were prevented from taking annual leave as a result of being on extended sick leave or Workers' Compensation benefits.

21.08 Sick leave awarded in accordance with Clause 22.05 or periods of special leave without pay in excess of one hundred and forty (140) hours in the aggregate in any year shall not be reckoned for annual leave purposes and the employee's period of service shall be noted accordingly.

**Article 22 Sick Leave**

- 22.01 (a) (i) An employee is eligible to accumulate sick leave with full pay at the rate of fourteen (14) hours for each month of service.
- (ii) Notwithstanding Clause 22.01(a)(i), an employee hired after May 4, 2004 is eligible to accumulate sick leave at the rate of seven (7) hours for each month of service.
- (b) (i) The maximum number of days sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed thirty three hundred and sixty (3360) working hours.
- (ii) Notwithstanding Clause 22.01(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 sixteen hundred and eighty (1680) hours.
- 22.02 For the purpose of Clause 22.01, an employee who receives full salary or wages in respect to fifty percent (50%) or more of the working hours in the first or last calendar month of his/her service shall, in each case, be deemed to have had a month of service.
- 22.04 The permanent head may require an employee to submit a medical certificate during any period than an employee is on sick leave. In any event, sick leave in excess of twenty one (21) consecutive working hours at any time or forty two (42) working hours in the aggregate in any year shall not be awarded to an employee unless he/she has submitted in respect thereof a medical certificate satisfactory to the permanent head.
- 22.06 Periods of special leave without pay in excess of one hundred and forty (140) working hours in the aggregate in any year or periods when an employee is under suspension, shall not be reckoned for sick leave purposes.

**Article 27 Special Leave without Pay**

- 27.02 Periods of special leave without pay in excess of one hundred and forty hours in the aggregate in any year shall not be reckoned for annual and sick leave purposes and the employee's record of service shall be noted accordingly.

## **Article 28 Leave - General**

### 28.01 Compassionate Leave

Subject to the approval of the permanent head, special leave with pay not exceeding twenty one hours may be granted in special circumstances for reasons other than those referred to in Article 20.

## **Article 29 Family Responsibility Leave**

29.01 (a) Subject to Clause 29.01(b), (c) and (d), an employee who is required to:

- i. Attend to the temporary care of a sick family member living in the same household and the employee's mother and father;
- ii. Attend to the needs relating to the birth of an employee's child;
- iii. Accompany a dependent family member living in the same household on a dental or medical appointment;
- iv. Attend meeting with school authorities;
- v. Attend to the needs relating to the adoption of a child; and
- vi. Attend to the needs related to home or family emergencies.

Shall be awarded up to twenty one (21) working hours' paid family leave in any fiscal year.

## **Article 32 Temporary Assignment**

32.01 (a) Subject to Clause 32.01(b), where an employee is required, in writing, by the permanent head to perform duties and responsibilities in a position which is classified as being higher than the employee's own classification, he/she shall be reimbursed for the entire period of the temporary assignment provided he/she has occupied the higher position for a period of at least fourteen (14) consecutive working hours at a rate in the higher classification which will yield an increase of not less than five percent (5%) provided that the rate does not exceed the maximum of the salary scale.

32.01 (b) Where, in any week, because of a statutory holiday or other holidays agreed to by the Employer the number of days is less than the fourteen continuous working hours referred to in Clause 32.01(a), the prerequisite for reimbursement in Clause 32.01(a) shall be reduced by the number of the aforementioned holidays in that week.

### **Article 34 Seniority**

34.02 The following conditions shall result in loss of seniority for an employee:

34.02 (e) He/she is absent from work for thirty five (35) consecutive working hours without notifying his/her permanent head giving a satisfactory reason for such absence.

34.04 Subject to Clause 19.03 and 19.04, Time Off for Union Business; 25.03(a), Maternity Leave/Adoption/Parental Leave; 26.03 Education Leave; 27.03 Special Leave Without Pay; and 28.01, Leave-General, an employee may not accrue seniority when on leave of absence without pay or under suspensions for periods in excess of two hundred and ten (210) working hours.

### **Article 35 Layoff, Bumping and Recall**

35.06 (vi) Bumping Period

An employee who chooses to bump another employee within his/her department in accordance with this procedure, must exercise that right either before the date he/she would otherwise be laid off (excluding cases where payment in lieu of notice is given, in which case the prescribed period will apply) or within 14 calendar days of the occurrence of a recall within his/her headquarters area.

### **Article 36 Personal Loss**

36.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within seven (7) calendar days of the incident to the permanent head or his/her designate. Employees on travel status shall have up to seven (7) calendar days in which to report the personal loss.

### **Article 37 Layoff/Termination From Employment**

37.06 Subject to 21.05(b), 21.12 and 35.07, upon termination or layoff, an employee shall receive pay for all his/her earned current and accrued leave not taken by him/her prior to termination or layoff plus pay for his/her accumulated annual leave up to a maximum of one hundred and forty (140) hours, or if entitled under Clause 21.05(b), to a maximum of one hundred and seventy five (175) hours not taken prior to termination or layoff provided, however, that any indebtedness to the Employer may be deducted from such payment.



## **Article 42 Discipline**

- 42.01 Any employee who is suspended or dismissed shall within seven (7) calendar days of such suspension or dismissal, be provided with written notification which shall state the reasons for the suspension or dismissal.
- 42.03 The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within seven (7) calendar days of the occurrence or discovery of the incident giving rise to the complaint. This notification shall include particulars of 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 Clause 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.

## **Article 43 Access and Shop Stewards**

- 43.06 With the prior written approval of the permanent head, special leave with pay not exceeding seven (7) working hours in each year, shall be awarded to Shop Stewards for the purpose of attending educational seminars. The Employer is agreeable to such leave being taken in one (1) hour blocks.

## **SCHEDULE P**

### **ALTERNATIVE DISPUTE RESOLUTION**

Contained herein are a number of options available to the parties under the Alternate Dispute Resolution process designed to expeditiously settle outstanding disputes which have gone through the grievance process and have been referred to arbitration.

#### **OPTION A - MEDIATION ARBITRATION**

In selecting this option, it is the intent of the parties to the dispute, and the mediator to conduct the mediation process in a bonafide and forthright manner and to make a serious attempt to resolve the dispute.

The following is a list of the Terms and Conditions under which the mediation/arbitration shall be conducted.

1. **Authority to Settle**

It is agreed that in order to have an effective mediation, the parties or their representatives should have full authority to settle the dispute at the mediation conference.

2. **Process**

It is agreed that in order to resolve the outstanding issues between the parties to the dispute, there will be an effort to isolate points of agreement and disagreement, to explore alternative solutions and to consider compromises or accommodations.

3. **Mediator's Role**

The Mediator's role is to assist the parties to negotiate a voluntary settlement of the controversy and issues as described above. The Mediator is a neutral and impartial person with no interest in the controversy. In the event that the parties are unable to reach an agreement on the subject matter of the dispute, the parties agree that the Mediator is empowered to make decisions for the parties as to how the matter should or must be resolved. The parties hereby agree that they will abide by the decisions voluntarily reached in the matter or will be bound by the decision of the Mediator in the event that the rendering of such a decision occurs. The parties further agree that, in the event that a decision is rendered by the Mediator, such decision shall not be subject to judicial or arbitral review and each party hereby undertakes to take no further proceedings in such a circumstance.

4. Pre-Mediation Information

To facilitate an understanding of the controversy and the issues to be mediated, the parties will provide to the Mediator such written and oral information as may be requested prior to the mediation session(s) and, at the minimum, will provide a brief written summary of the controversy as they see it, not less than ten (10) days prior to the first mediation session. Again, this is optional but, as explained above, would be helpful. The time lines can be decided between you.

5. Preparation to Settle

The parties will come to the mediation fully prepared to settle the controversy, with all necessary information and advice.

6. Confidential Disclosures

It is agreed that the Mediator may disclose to any party or to his/her representative any information provided by the other party which the Mediator believes to be relevant to the issues being mediated, unless a party has specifically requested the Mediator to keep certain information confidential.

7. Effecting a Settlement

It is agreed that where a settlement is reached in the dispute, the parties will carry out the terms of the settlement as soon as possible.

8. Termination

It is agreed that the mediation conference may be terminated at any time by any party, his/her representative or the Mediator for any reason.

9. Inadmissibility

It is agreed that mediation sessions are settlement negotiations and are inadmissible in any further litigation or arbitration to the extent allowed by law. The parties will not subpoena or otherwise require the Mediator to testify or produce records or notes in any future proceedings. No transcripts will be kept of the mediation conference.

10. Subsequent Proceedings

It is agreed that the parties shall not rely on or introduce as evidence in subsequent arbitral or judicial proceedings:

- (a) any view expressed, or suggestions made, by the other party in respect of the possible settlement of the dispute;

- (b) any admissions made by the other party in the course of the mediation;
- (c) the fact that the other party had indicated a willingness to accept a proposal or recommendation for settlement made by the Mediator.

11. Mediation Sessions

The parties will attend one or more mediation sessions at a time and place scheduled by the Mediator.

12. Outstanding Legal Proceedings

No party will initiate or take any fresh steps in any legal proceedings related to the controversy while the mediation is in progress.

**OPTION B - EXPEDITED ARBITRATION**

Subject to mutual agreement between the parties, it is agreed that the following process shall be followed in an expedited arbitration process:

- (a) In any dispute over application, administration or alleged violation of the Agreement, the parties agree to submit a written brief and/or present oral argument to the sole Arbitrator.
- (b) The parties agree to draft a list of three (3) mutually acceptable Arbitrators who will be selected on a rotating basis to deal with each sitting. Future selections of Arbitrators will be considered on a year to year basis.
- (c) The parties will present argument/rebuttal based on:
  - issue(s);
  - applicable provisions of the Collective Agreement;
  - general principle of arbitration case law which is applicable, including judicial decisions;
  - relevant arbitration awards, judicial decisions, legislation, texts if applicable, and how they apply;
  - remedies requested.

Argument/rebuttal will be limited to one (1) hour for each party.

- (d) The party bearing the onus of proof will proceed first and rebut, if necessary.
- (e) The parties will not call witnesses or submit evidence, however, they can mutually agree to enter consent items;

- (f) Decisions may be issued without having to provide the basis of conclusions.
- (g) All decisions will be *without prejudice* to any other case(s) with no precedent value being applied to any other case unless the parties mutually agree in writing to allow a decision to have precedent value.
- (h) The parties agree that decisions arising out of these arbitrations will not be considered for judicial review unless the parties have mutually agreed in writing to allow a decision to have precedent value in which case either party can consider a decision for judicial review.
- (i) Where the parties mutually agree, any step of the process may be altered, if deemed necessary.

### **OPTION C - MODIFIED ARBITRATION**

It is understood that certain issues may have to be referred to the full arbitration process. In the interest of dealing with these cases in the most expeditious manner, wherever possible, modified processes may be used. These may include:

- Arbitration by Grouping (Multiple Grievances)
- Arbitration by Issue (Multiple Grievances)
- The parties may also agree to a pre-determined list of Arbitrators that would be used on a rotational basis.

### **OPTION D - MEDIATION**

Where the grievance procedure has failed to settle the grievance, the parties may elect to have the matter referred to grievance mediation process of the *Labour Relations Agency* prior to electing to proceed to arbitration. If the mediation process fails to resolve the issue, either party may then refer the matter to arbitration in accordance with Article 13.

Where a grievance is submitted to mediation, such submission shall not in any way affect the time limits or any other provision of the Arbitration Procedure.

### **OPTION E - OTHER**

The parties may also utilize modified forms of the above processes or any other ADR process that is mutually acceptable.

**MEMORANDUM OF UNDERSTANDING**

**APPLICATION OF MASTER AGREEMENT LANGUAGE**

**#28 Pension Credit and Group Insurance**

Pension credit and group insurance coverage to continue on the basis of the pre-injury salary including contact 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.

## MEMORANDUM OF UNDERSTANDING

### Re: Video Display Terminal System

The Employer agrees to cooperate fully with any review of existing Video Display Terminals undertaken by the Occupational Health and Safety Division.

### Re: Patrol Duties

The meal allowance for employees employed in patrol duties will be in accordance with the rates applicable to Travel on Employer's Business.

### Re: Departmental Mailing Lists

This will confirm the understanding reached during the General Service Agreement negotiations with respect to employment address of bargaining unit employees.

It is agreed that, where possible, departments will make available, departmental mailing lists showing the work location of bargaining unit employees. Such lists will be updated on an annual basis if required.

### Re: Printing Costs

The Employer will pay 50% of the cost of printing the General Service Agreement.

### Re: Employees formerly on Management Pay Plan

The policy regarding individuals who were classified on the Management Pay Plan and who subsequently became part of the General Service bargaining unit, is as follows:

- Firstly, these employees will maintain their former pay level on a personal basis and as well be eligible for overtime compensation and step progression in accordance with the collective agreement.
- This policy will apply to an individual as long as he remains in the same position or another position of the same classification within the same department that was also converted from management to bargaining unit status.

Re: Annual Leave - Park Employees

This will confirm our understanding reached during the General Service Agreement negotiations with respect to annual leave for park employees.

It is agreed that park employees shall be granted annual leave of not less than two (2) weeks during the month of August provided that the maximum number of park employees who may be awarded annual leave during this period in any fiscal year shall not exceed one-third (1/3) of the park employees staff complement. It is also agreed that an individual park employee may not receive this annual leave during any two (2) consecutive years.

Re: Service During Strike

This will confirm the Employer's understanding that the strike in 1986 will not constitute a break in service for the purpose of seniority accumulation. Accordingly, employees will retain seniority accrued prior to the strike but will not accumulate further seniority during the period while on strike. Benefits related to length of service (i.e. sick leave, annual leave, severance pay, etc.) will not be earned during the period while on strike.



**MEMORANDUM OF UNDERSTANDING**

**RE: MUNICIPAL ASSESSMENT AGENCY INC.**

Effective April 1, 1997, the Municipal Assessment Agency Inc. was established to perform real property assessments. The parties agree to the following:

1. The Agency recognizes NAPE as bargaining agent for the employees concerned and the NAPE General Service Collective Agreement. All current rights of employees under that agreement will continue, including but not limited to, seniority and cross department bumping. Amendments to Schedules E and I will be required to add the new Agency, as well Schedule A needs to reflect recent classification changes. The definition of Apermanent head@ will have to aid the Agency's Executive Director. The Agency will be considered a separate department for bumping purposes. Cross department bumping to be effective 1997 10 07.
2. The Agency is scheduled to the Public Service Commission Act, which enables employees to be eligible for internal job postings and the Re-employment Priority program of the Commission.
3. The parties agree to the exclusion of the position of Human Resources Officer from the bargaining unit.
4. Either party may, with thirty (30) days notice of its intention, terminate the terms of this Memorandum with respect to cross departmental bumping and scheduling to The Public Service Commission Act for internal job posting and Re-employment Priority.

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**David Gale**  
Associate Secretary  
Treasury Board Secretariat

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**Tom Hanlon**  
President  
Newfoundland and Labrador Association of  
Public and Private Employees

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**Sean Martin**  
Executive Director  
Municipal Assessment Agency Inc.


(Signed copy held by parties)


**MEMORANDUM OF UNDERSTANDING**

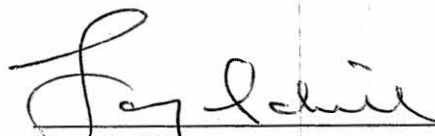
**RE: GOVERNMENT PURCHASING AGENCY**

Effective December 16, 2004, the Government Purchasing Agency was established as an independent branch of the public service of the province. The parties agree to the following:

1. The Agency recognizes NLAPPE as bargaining agent for the employees concerned and the NLAPPE General Service Collective Agreement. Amendments to Schedules E and I will be required to add the new Agency. The definition of "permanent head" will have added the Agency's Chief Operating Officer.
2. The provisions of the General Service Collective agreement will apply with respect to bumping with the following amendments:
  - (i) If a permanent employee is laid off by the Agency and he/she is unable to bump within the Agency, the permanent employee shall have the opportunity to bump within the Department of Government Services before he or she has the opportunity to exercise cross-departmental bumping rights.
  - (ii) If a temporary employee is laid off by the Agency and he or she is unable to bump within the Agency, the temporary employee shall have the opportunity to bump within the Department of Government Services.
3. The provisions of the General Service Collective agreement will apply with respect to recall with the following amendments:
  - (i) A permanent employee laid off by the Agency shall be considered for recall to the Agency and the Department of Government Services.
  - (ii) A temporary employee laid off by the Agency shall be considered for recall to the Agency and the Department of Government Services.
4. The Agency is scheduled to the Public Service Commission Act, which enables employees to be eligible for internal job postings and the Re-employment Priority program of the Commission.
5. Either party may, with thirty (30) days notice of its intention, terminate the terms of this Memorandum with respect to cross departmental bumping.

  
\_\_\_\_\_  
**J. Glenn Trask**  
Director of Collective Bargaining  
Treasury Board Secretariat

  
\_\_\_\_\_  
**Leo Puddister**  
President  
Newfoundland and Labrador Association  
of Public and Private Employees

  
\_\_\_\_\_  
**Larry Cahill**  
Chief Operating Officer  
Government Purchasing Agency

**MEMORANDUM OF UNDERSTANDING**

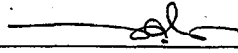
**RE: ROOMS CORPORATION OF NEWFOUNDLAND AND LABRADOR, INC.**


**Memorandum of Agreement**

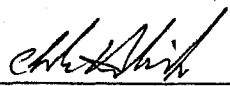
**Transfer of Departmental Employees (Tourism, Culture and Recreation)  
and the Art Gallery of Newfoundland and Labrador Employees  
to the Rooms Corporation of Newfoundland and Labrador Inc. (Corporation).**

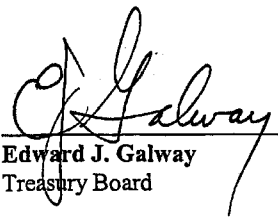
1. The parties to this Agreement are Treasury Board, representing the Department of Tourism, Culture and Recreation and the Corporation; Memorial University of Newfoundland and Labrador (M.U.N.) representing the Board of Directors of the Art Gallery of Newfoundland Labrador; the Newfoundland and Labrador Association of Public and Private Employees (representing employees covered by the General Service Collective Agreement and the Maintenance and Operational Services Collective Agreement); and the Canadian Union of Public Employees (representing employees of the Art Gallery of Newfoundland and Labrador.)
2. Treasury Board, M.U.N. and CUPE, recognize NAPE as the bargaining agent for the unionized employees in the classifications listed in Appendix 1 which are transferred to the Corporation. Schedule E and I in the General Service Collective Agreement (GS) and Schedule C of the Maintenance and Operational Services Collective Agreement (MOS) will be deemed to include the Corporation. The definition of permanent head will be amended to include the Chief Executive Officer of the Corporation in both agreements.
3. All current and accrued rights and benefits will continue for GS and MOS employees and accumulated seniority will transfer to the Corporation. The Corporation, while a separate legal entity, will be attached to the Department of Tourism, Culture and Recreation for the purpose of bumping under the terms of the General Service Collective Agreement for all current employees.
4. The Corporation will be scheduled to the Public Service Commission Act which will enable employees to be eligible for internal job postings and the Re-employment Priority Program.
5. The parties agree that the Director of the Art Gallery, the Administrative Staff Specialist II, and the Art Gallery Operations Supervisor currently excluded from the Bargaining Unit will remain outside the Bargaining Unit.

6. Contractual employees currently employed with the Provincial Museum, the Archives and the Art Gallery of Newfoundland and Labrador will be transferred to the Corporation effective January 16, 2003, become temporary employees and members of the Newfoundland and Labrador Association of Public and Private Employees under the General Service or Maintenance and Operational Service bargaining unit as appropriate. These employees will transfer all accumulated service and it will be recognized in accordance with the General Service Collective Agreement as seniority. CUPE and NAPE have agreed that the employees identified in Appendix 2 will be subject to the terms and conditions specified therein.
7. Employees of the Provincial Archives and the Museum will transfer to the Rooms Corporation effective April 1, 2003, remain NAPE members and continue in government's group insurance in accordance with the terms and conditions of the plan currently in effect. Employees of the Art Gallery of Newfoundland and Labrador, except those listed in Appendix 2, will become members with effect from April 1, 2003 in accordance with the terms and conditions of the plan in effect on that date.

  
\_\_\_\_\_  
**Tom Hanlon**  
Newfoundland Association of Public  
and Private Employees

  
\_\_\_\_\_  
**Brian Farewell**  
Canadian Union of Public Employees

  
\_\_\_\_\_  
**Claude Horlick**  
Memorial University of Newfoundland  
and Labrador

  
\_\_\_\_\_  
**Edward J. Galway**  
Treasury Board

Appendix 1

**Art Gallery of Newfoundland and Labrador**

Curator of Contemporary Art  
Secretary  
Art Gallery Technician II  
Development Manager  
Assistant Curator  
Art Gallery Educator  
Art Gallery Educator

**Provincial Archives**

Archivist  
Records Manager  
Clerk Typist III  
Word Processing Equipment Operator I  
Clerk III  
Museum Interpreter I  
Storekeeper I  
Archives Technician I  
Museum Curator I  
Training Specialist  
Archives Technician II  
Archives Assistant

**Museum**

Museum Curator I  
Museum Technician III  
Museum Technician II  
Public Information Officer  
Museum Technician II  
Museum Interpreter I  
Museum Interpreter II  
Clerk IV  
Clerk Typist III  
Museum Technician I  
Park Interpretation Technician  
Word Processing Equipment Operator I  
Photographic Technician  
Museum Assistant

Appendix 2



Canadian Union of Public Employees  
Syndicat canadien de la fonction publique

~ CU  
LP  
TH  
Nov 27

ST. JOHN'S AREA OFFICE  
36 Austin Street, Box 8745, Station A, St. John's, NF A1B 3T2, (709) 753-0732, Fax: (709) 753-2313 cupe.ca scfp.ca

LETTER OF UNDERSTANDING

This is to certify that agreement has been reached between the Canadian Union of Public Employees (CUPE) and the Newfoundland Association of Public and Private Employees (NAPE) as it relates to the bargaining unit status of current CUPE employees at the Art Gallery.

It is agreed by both parties that effective with the physical move to the Rooms location the following CUPE employees:

1. Carl Morrissey
2. Brian Murphy
3. Keith White
4. Caroline Stone

will be temporarily assigned from Memorial University to the Rooms and remain as members of CUPE Local 1615 until their termination of employment. Upon attrition these positions would then be advertised within the NAPE bargaining unit.

This agreement is signed in good faith by the following parties:

Brian Farewell  
 Brian Farewell  
 National Representative  
 Canadian Union of Public Employees

[Signature]  
 Newfoundland Association of Public  
 and Private Employees

Ralph Tapper  
 Ralph Tapper  
 President, CUPE Local 1615

[Signature]  
 Newfoundland Association of Public  
 and Private Employees

Nov. 26 / 02  
 DATE

JUDY DARCY - National President / Présidente nationale CLAUDE GÉNÉREUX - National Secretary-Treasurer / Secrétaire-trésorier national

MARIO GERVAIS - RICK MACMILLAN - PAUL MOIST - BARRY O'NEILL - PATRICK (SID) RYAN - General Vice-Presidents / Vice-présidents généraux



## **MEMORANDUM OF UNDERSTANDING**

### **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 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. It is agreed that the new plan began implementation on April 1, 2008. However, any wage adjustments necessary for implementation of this plan will not accrue on April 1, 2008. The total cost and the timing of any wage adjustments are to be included in negotiations to commence on Government's finalization of the new classification system.
3. The Unions require that a Job Evaluation Consultant (as selected by the Unions) would have direct contact with the Plan's consultant and have full access to all relevant information. This individual would also communicate with and have access to all meetings of the Steering Committee. The salary and the expenses of the Advisor would be borne by the Unions.
4. The ratings of the positions will be conducted by the staff of the Classification and Compensation Division, Public Service Secretariat. 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.

## MEMORANDUM OF UNDERSTANDING

### 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. Government will pay \$ 982 million into the Public Service Pension Plan (PSPP), with \$400 million being paid on March 15, 2007 and the remaining balance of \$ 582 million will be paid by June 30, 2007.
3. This Memorandum of Agreement will not take effect unless all participants, the Newfoundland and Labrador Association of Public and Private Employees, the Canadian Union of Public Employees, the Newfoundland and Labrador Nurses' Union, the Association of Allied Health Professionals, the Canadian Merchant Service Guild, the International Brotherhood of Electrical Workers, and Her Majesty the Queen in Right of Newfoundland (represented by the Treasury Board) agree to its terms.
4. It is agreed that the payment outlined in Clause 2 above is full settlement of Government's share of the unfunded liability of the PSPP as established on December 31, 2000 and outlined in section 2 of the Memorandum of Understanding – 2004, Agreement on Pensions and there shall be no further special payments.
5. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship by April 1, 2008.

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



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

## 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:

1. 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.
2. 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.
3. 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.
4. Employees determined to be eligible by the Employer for coverage under these group programs, based on the number of hours worked in the previous year, will not be required to produce evidence of insurability as enrollment is mandatory and a condition of employment.

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

1. Employees determined to be eligible for coverage under the Atlantic Blue Cross Care Plan shall be continued for the full twelve (12) month period commencing April 1<sup>st</sup> of each year as long as they remain actively employed and pay the required premiums.
2. Temporary employees covered under this Agreement who are determined to be eligible will access group insurance programs that are currently available.
3. Premiums for these employees must be collected through payroll deductions.
4. Employees who accessed Maternity, Adoption and/or Parental Leave during the previous calendar year will be allowed to count, for eligibility purposes, the hours worked during such leave by the next senior employee in that period.
5. Premiums for employees who are off payroll for one (1) or more periods will be recovered from the next cheque unless extenuating circumstances exist. This procedure for the recovery of premiums applies only to health care groups. Existing arrangements for the recovery of premiums in other sectors shall continue for the life of that Agreement.

6. Employees who miss a payroll for reasons other than approved unpaid sick leave are required to pay 100% of the premiums.
7. Employees on unpaid sick leave are required to present supporting medical documentation to the Employer during the current pay period.
8. If necessary, a further review of the premium recovery process will occur within six (6) months of the signing of the relevant Collective Agreements.

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

9. Group Insurance Committee Membership

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

**MEMORANDUM OF AGREEMENT**  
Re: Kilometer Rate Adjustment Formula (NAPE)

**General**

1. The purpose of this Memorandum of Agreement (MOA) is to provide a mechanism for the periodic adjustment of the kilometer rate(s) contained in applicable collective agreements for employees who are either required to provide a vehicle as a condition of employment or who may be authorized to use a personal vehicle on Employer's business.
2. The terms of this MOA shall be applicable to employees who are members of a bargaining unit covered by a collective agreement listed in Schedule 'A'.
3. Adjustments shall be calculated by the Public Service Secretariat and posted to the Human Resource Policy Manual website: [www.gov.nl.ca/hrpm](http://www.gov.nl.ca/hrpm). Should there be any dispute as to the calculated rate; the rate established by the Public Service Secretariat shall prevail.

**Adjustment Formula**

4. Base Fuel Rate

The 'base fuel rate' for calculating fuel costs is 79.4¢ per liter.

5. Fuel Price

'Fuel prices' shall be those set by the Petroleum Pricing Office for the Avalon Region (Zone 1).

6. Base Kilometer Rate

The 'base kilometer rate(s)' shall be the reimbursement rate(s) contained in an applicable collective agreement.

7. Initial Adjustment – October 1, 2005

- a) The 'base kilometer rate' shall be adjusted effective October 1, 2005 based on the difference in the 'fuel price' on October 1, 2005 and the 'base fuel rate' multiplied by 1/10.

*(fuel price' on October 1, 2005 – \$0.794) X 0.10 = km rate adjustment*

*[km rate adjustment is added to the 'base kilometer rate']*

b) Kilometer rates shall be rounded to four decimal places after the dollar (\$0.0000).

8. Adjustment Dates (Quarterly Adjustments)

Effective January 1, 2006, the kilometer rate shall be adjusted, based on the ‘Adjustment Formula’, on a quarterly basis on the following dates each year:

January 1<sup>st</sup>  
April 1<sup>st</sup>  
July 1<sup>st</sup>  
October 1<sup>st</sup>

9. Adjustment Formula

a) The ‘base kilometer rate(s)’ shall be adjusted (up or down) on each of the ‘adjustment dates’ based on the difference in the ‘fuel price’ on the ‘adjustment date’ and the ‘base fuel rate’ multiplied by 1/10.

*(‘fuel price’ on ‘adjustment date’ – \$0.794) X 0.10 = km rate adjustment*

*[km rate adjustment is added to the ‘base kilometer rate’]*

b) Kilometer rates shall be rounded to four decimal places after the dollar (\$0.0000).

10. Reimbursement Rate

Reimbursement shall be at the rate(s) in effect on the date of travel.

**Effective Date**

11. The MOA shall be effective October 1, 2005, and in accordance with Clause # 10, shall only be applicable to travel which occurs from that date forward.

12. This MOA may be terminated upon thirty (30) days notice from either party.

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

**SIGNED** on behalf of the Public Service Secretariat, by its proper officers in the presence of the witness hereto subscribing:

\_\_\_\_\_  
Witness

\_\_\_\_\_

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

\_\_\_\_\_  
Witness

\_\_\_\_\_

**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 College of the North Atlantic

\_\_\_\_\_  
Witness

\_\_\_\_\_

**SIGNED** on behalf of the Workplace, Health and Safety Compensation Commission

\_\_\_\_\_  
Witness

\_\_\_\_\_

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

\_\_\_\_\_  
Witness

\_\_\_\_\_

(Signed copy held by parties)

**SCHEDULE ‘A’**

**Collective Agreements**

General Service  
Maintenance & Operational Services  
Air Services  
Marine Services  
Correctional Officers  
Ushers

Hospital Support Staff  
Health Professionals  
Lab & X-ray

School Board Support Staff (Master Agreement)  
Student Assistants

College of the North Atlantic Support Staff  
College of the North Atlantic Faculty  
College of the North Atlantic Supported Co-workers

Workplace, Health and Safety Compensation Commission

Group Homes (Master Agreement)

Mr. Chris Henley  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public & Private Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Henley:

**RE: Jurisprudence**

Both parties agree to the following:

**Jurisprudence** - Previous arbitration awards involving competitions covered by the Public Service Commission will be held to apply to competitions conducted by a departmental selection board.

Yours truly,

**David Martin**  
Chief Negotiator



Mr. Chris Henley  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 4M9

Dear Mr. Henley:

**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,

**DAVID MARTIN**  
Chief Negotiator

Mr. Chris Henley  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 4M9

Dear Mr. Henley:

**Re: Market Adjustment**

This will confirm our understanding reached during negotiations whereby if the Employer (Treasury Board Committee of Cabinet) determines that it is unable to recruit/retain employees in specific positions at a particular geographic site, the Employer (Treasury Board Committee of Cabinet) may provide benefits to employees beyond those outlined in the Collective Agreement.

Sincerely,

**DAVID MARTIN**  
Chief Negotiator

**Letter of Understanding – Classification Review Requests**

Mr. Chris Henley  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 4M9

Dear Mr. Henley,

**Re: Requests for Classification Review**

In order to facilitate implementation of the new Job Evaluation System (JES) on April 15, 2015 this will confirm the parties' agreement that employees seeking to have their position classifications reviewed, in accordance with the collective agreement, shall submit the request no later than October 1, 2014. Requests received by Classification and Compensation Division of Human Resource Secretariat after this date will not be processed and will be returned to the employee. A revised classification listing will be implemented on April 15, 2015.

**DAVID MARTIN**  
Chief Negotiator

**Letter of Understanding**

Mr. Chris Henley  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

**RE: Conservation Officer Overtime Allowance (Article 15.09)**

Dear Mr. Henley,

This will confirm our understanding that the per annum rate as outlined in Article 15.09 includes payment, in lieu of overtime, for all overtime associated with the regular duties of Conservation Officers, with the exception of overtime associated with the following activities:

1. The management of nuisance animals.
2. The removal and disposal of dead animals from public roads.
3. Duties related to fire suppression inclusive of overtime associated with on call duties of Fire Bosses / Duty Officers.
4. Overtime associated with mandatory attendance at Agricultural / Forestry Fairs.

**DAVID MARTIN**  
Chief Negotiator

**Letter of Understanding**

Mr. Chris Henley  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

**RE: Overtime Carry Over**

This will confirm our understanding that, effective the date of signing of the collective agreement, employees who have accumulated Time Off In Lieu of Overtime (TOIL) in accordance with 15.05 in excess of 210 hours, shall be permitted to carry over a maximum of overtime equal to the amount of overtime they have accumulated as TOIL up to the date of signing. Should such employees use TOIL during the fiscal year, the amount in their bank at the end of the fiscal year will be the new carry-over amount, up to a maximum of the original carry-over amount, until it reaches 70 hours.

**DAVID MARTIN**  
Chief Negotiator

## **Letter of Understanding - Temporary Employee Conversions**

Chris Henley  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

### **RE: Temporary Employees with greater than twenty-four (24) months service**

The employer commits to undertake a one-time review of current long term temporary employees who have held their positions for a period of longer than 24 consecutive months with a view to awarding Permanent Status to those who meet the following criteria as of the date of signing of the collective agreement:

1. Employees must have maintained employment in the position for a period of 24 consecutive months.
2. There must be an ongoing need for the position as determined by the employer.
3. Employees who meet the above criteria and who are on lay off status effective the date of signing of the agreement shall be included in the above review with permanent status to be awarded to these employees if still on layoff status.

**DAVID MARTIN**

Chief Negotiator

**Letter of Understanding**

Chris Henley  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

**Re: Permanent Position Matching**

The employer shall undertake a review of temporary employees who, as of the date of signing, hold Permanent Status on a personal basis and do not own a permanent position. The review will be undertaken to determine if vacant permanent positions are available within the same classification within employee's division and office to which the employees may be placed. The employee will then own the position into which they are placed. Any placements in this manner shall not constitute a violation of the posting requirements of the collective agreement.

All status conversions shall be at the sole discretion of the Deputy Minister of the Department in which the permanent position is located. In instances where there exists a greater number of employees with permanent status on a personal basis than permanent positions, employees confirmed in permanent positions in the same classification, division and office, will be done so on the basis of seniority.

The parties agree all outstanding grievances filed prior to the date of signing of the agreement relating to the conversion from the status of temporary employees to permanent status are deemed to have been withdrawn.

**DAVID MARTIN**

Chief Negotiator