

# **MASTER COLLECTIVE AGREEMENT**

**BETWEEN**

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

**AND**

**GROUP HOMES (as listed herein)**

**AND**

**NEWFOUNDLAND 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 referred to as the Association)**

**Signed: November 15, 2013**

**Expires: June 30, 2016**

**08511 (09)**

THIS AGREEMENT made this 15<sup>th</sup> day of November Anno Domini Two Thousand and Thirteen.

BETWEEN

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

AND

GROUP HOMES (as listed in Schedule D)

of the one part;

AND

NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES, a body  
corporate organized and existing under the laws of the  
Province of Newfoundland and having its Registered Office  
in the City of St. John's aforesaid (hereinafter referred  
to as the Association)

of the other part.

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

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\* Denotes clauses where language has changed from previous collective agreements.

**ARTICLE 1**  
**PREAMBLE**

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Association and to set forth certain terms and conditions of employment.

1.02 In the event that there is a conflict between the context of this Agreement and any regulations or policies made by the Employer, this Agreement shall take precedence over the said regulations or policies.

1.03 Plural or Feminine Terms May Apply

For the purpose of this Agreement, the masculine shall be deemed to include the feminine and the plural indicate the singular and vice versa as the context may require.

1.04 No Discrimination

The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, gender, sexual orientation, marital status, physical disability, mental disability, political opinion, nor by reason of his/her membership or activity in the Association.

\*1.05 Sexual/Personal Harassment

- (a) Both the Employer and the Association consider sexual/personal harassment to be reprehensible and are committed to maintaining an environment in which sexual/personal harassment does not exist.
- (b) The Employer and the Association recognize the right of employees to work in an environment free from sexual/personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual/personal harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the sexual/personal harassment ceases.

The victim shall be protected where possible from repercussions which may result from his/her complaint.

**\* (c) Definition of Sexual Harassment**

Sexual harassment is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonably to know to be unwelcome, objectionable or offensive. The behaviour may be on a one time basis or a series of incidents. It is unsolicited, one-sided and/or coercive. Both males and females may be the victims of sexual harassment. Sexual harassment may involve the promise or granting of favours or advantages in return for submission to sexual advances or alternatively, the threat of reprisal for refusing. Sexual harassment can include the following:

- unnecessary touching or patting
- suggestive written or spoken remarks or jokes, or sexually aggressive remarks
- leering (suggestive staring) at a person's body
- demand(s) for sexual favours
- compromising invitations
- physical assaults.

**(d) Definition of Personal Harassment**

For the purpose of this Article, personal harassment 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, gender, marital status, physical or mental disability, political opinion, colour or ethnic, national or social origin or Union status.

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

- 1.06 Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to the Employer.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

- 2.01 The Association recognizes and agrees that all the rights, powers and authority both to operate and manage the Board Operated Residential Service and to direct the working forces is vested exclusively with the Employer, except as specifically abridged or modified by the express provisions of this Agreement.

Should a question arise as to the exercise of management's rights in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedure.

**ARTICLE 3**  
**DEFINITIONS**

- 3.01 (a) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 4.
- (b) "Classification" means the identification of a position by reference to a class title and pay range number.
- (c) "Day" means a working day unless otherwise stipulated in this Agreement.
- (d) "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, as outlined in Schedule "A".
- (e) "Employer" means a board operated residential service which is party to this Collective Agreement as listed in Schedule "D" and is to include any person authorized to act on behalf of the Board of Directors of the Residential Service.
- (f) "Grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.
- (g) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.
- (h) "Layoff" means the termination of employment of an employee because of lack of work or because of the abolition of a post, but retaining all recall rights in accordance with Article 24. Permanent employees who have a reduction of their hours of work shall have access to the layoff provision of Article 24.
- (i) "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.
- (j) "Notice" means notice in writing which is hand delivered or delivered by registered or certified mail.
- (k) "Overtime" means work performed by an employee in excess of the scheduled work day or work week.
- (l) "Part Time employee" means a person who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week of the Board Operated Residential Service concerned.

- (m) "Permanent employee" means a person who has completed his/her probationary period and is employed without reference to any specific date of termination. A letter of appointment shall be given to the employee within two weeks from the date of hire. This letter shall outline the employee's hours of work.
- (n) "Probationary employee" means a person who has worked less than the prescribed probationary period.
- (o) "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, including periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year, unless otherwise specified in this Agreement.
- (p) "Temporary employee" means a person who is employed for a specific period or for the purpose of performing specific work and who may be laid off at the end of such period or following the completion of such work.
- (q) "Year" means the calendar year unless otherwise provided.
- (r) "Scheduled" means in writing and posted in accessible places to all employees.
- (s) "Week" means the period from 0001 hours Monday to 2400 hours the following Sunday, inclusive.
- (t) "Vacancy" means any position that the Employer requires to be filled, either permanent, part-time or of a temporary nature for more than thirteen (13) weeks as outlined in Clause 13.03(b).
- (u) Other Titles  
Wherever the Collective Agreement refers to Supervisor, Board of Directors or Executive Director, or Board Operated Residential Services, it shall also mean Director, Regional Co-ordinator, and Youth Assessment Centre respectively.
- (v) "Travel Status" means when the Employer requires an employee to accompany a resident to out-of-town medical or other resident-related appointments or on out-of-town visits to the resident's family.
- (w) "Standby" means any period of time during which the Employer instructs an employee to be available for recall to work.

**ARTICLE 4**  
**RECOGNITION**

4.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all classes of employees as listed in the Certification Order issued by the Labour Relations Board, subject to any additions or deletions which the parties have since negotiated.

4.02 Any unresolved dispute on future inclusions or exclusions in the bargaining unit will be referred by either party to the Labour Relations Board.

4.03 Work of the Bargaining Unit

(a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting, emergencies or when regular employees are not available or when employees on layoff are not available for recall and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

(b) Notwithstanding Clause 4.03 (a), the parties agree that no employee shall suffer a reduction in the hours of work, pay or benefits as a result of work performed by individuals working as:

- 1) volunteers
- 2) working on projects funded by charitable organizations except where the charitable organization is the Employer
- 3) working as on-the-job trainees from a totally publicly funded institution
- 4) Coordinator(s) in a family model Board Operated Residential Service who live in as parents according to the current practice.
- 5) Coordinator(s) in a staffing model Board Operated Residential Service may be scheduled for a maximum of sixteen (16) hours per week to be used directly for hands on work in order to be in a position to accurately assess the needs of the residents, judge the effectiveness of specific programs and aid in the development or amendment of these programs.

(c) Subject to the same provisos as outlined in Article 4.03 (a) and (b), the parties agree that the current practice will continue of residents availing of community support services and services of recognized counsellors, therapists and instructors.

4.04 No Other Agreements

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

4.05 Temporary and part-time employees are included in the bargaining unit.

4.06 (a) Shop Stewards

The Employer recognizes the right of the Union on a Local level to appoint or elect Shop Stewards on the following basis per Employer and subject to mutual agreement:

Less than 40 employees	to a maximum of 2 Shop Stewards
40 -99 employees	to a maximum of 4 Shop Stewards
100 - 199 employees	to a maximum of 6 Shop Stewards
200 - 299 employees	to a maximum of 8 Shop Stewards
300 - 399 employees	to a maximum of 10 Shop Stewards
400 - 499 employees	to a maximum of 12 Shop Stewards

It is understood that the Local President may be considered a Shop Steward in addition to the above applicable number of Stewards.

(b) Names of Stewards

The Association shall notify the Employer in writing of the name of the Steward before the Employer shall be required to recognize him/her.

4.07 Bulletin Boards

The Board Operated Residential Service shall provide a bulletin board facility or posting book for the use of the Association with the site of the bulletin board, if applicable, to be determined by mutual agreement. In any event, it is agreed that such bulletin board facilities will not be erected in those sections of the Board Operated Residential Service normally frequented by residents. Articles, circular, memos, etc. dealing with Association business will only be posted on the designated bulletin board facility or in the posting book.

4.08 Association Access

(a) The Employer recognizes the right of employees to have the assistance of a full time representative of the Association on matters arising from this Collective Agreement. Employees involved in such discussions or investigations of grievances shall not absent themselves from the workplace without the permission of the Supervisor or where the care or custody of a resident would be jeopardized.

(b) Association representatives shall have access to the Employer's premises for the purpose of conducting meetings where such meetings do not interfere with the operation of the Board Operated Residential Service or the objective to provide residents with a home-like atmosphere. In any event, the permission of the Employer must be requested in each case.

**ARTICLE 5**  
**ASSOCIATION SECURITY**

5.01 Membership Requirement

All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Association according to the Constitution and By-Laws of the Association.

5.02 New Members

- (a) All new employees shall, as a condition of employment, become and remain members in good standing of the Association from the date of hiring.
- (b) The Employer shall provide a paid orientation program to all employees of each Employer which shall include information on the organization's policies, procedures, fire and disaster plans and resident programs which programs shall be limited to the residents of the facility in which the employee is assigned.

5.03 Upon employment, an employee will be provided with information concerning:

- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment; and where copies of the Collective Agreement have been provided to the Board Operated Residential Service by the Association, the employee will receive a copy.

5.04 Where a shop steward is available, the employee will be introduced to him/her as soon as possible.

5.05 Interviewing Opportunity

A representative of the Association 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 Association membership.

5.06 Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that an Association Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Association Security and Dues Check-Off.

**ARTICLE 6**  
**CHECK-OFF OF ASSOCIATION DUES**

6.01 Check-Off Payments

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

6.02 Deductions

Deductions shall be forwarded to the President of the Association not later than the 15th day of the month. The Employer will forward to the Association with the first dues deductions cheque following the signing of the Agreement, a list which shows the employee's full name, classification title or number and social insurance number. Each month thereafter, a list showing additions and deletions will be forwarded with the dues deduction cheque.

6.03 T-4 Slips

The Employer agrees that when issuing T-4 slips, the amount of membership dues paid by an employee to the Association during the previous taxation year will be recorded on his/her T-4 statement.

6.04 Deductions to be Made

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

6.05 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Employer, as represented by Treasury Board, and the President of the Association.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

7.01 Settling of Grievances

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

Step 1

The aggrieved employee shall within seven (7) calendar days after becoming aware of the alleged violation of the Collective Agreement, submit his/her grievance to the Shop Steward.

Step 2

If the Steward considers the grievance to be justified, the employee concerned together with his/her Shop Steward, may within seven (7) calendar days following receipt of the grievance, submit the grievance in writing to the Co-ordinator/Supervisor who shall reply to the grievance no later than seven (7) calendar days from the time the grievance was submitted to him/her.

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

Step 3

Failing settlement at Step 2, the grievor, through the Shop Steward, may submit the grievance within seven (7) calendar days from the reply at Step 2 to the Chairperson of the Board or his/her designate. The Chairperson or his/her designate shall meet with the Shop Steward and the grievor in an effort to settle the grievance. The Chairperson or his/her designate shall reply to the grievance no later than ten (10) calendar days from the time the grievance was submitted to him/her.

The Employer will provide to the union the name of the Board Chairperson or his/her designate as applicable and their current postal address. If attempts to reach these officials are unsuccessful through registered mail, the grievances may then be given to the co-ordinator for transmission. When a grievance is forwarded through registered mail within the seven (7) calendar day limit outlined under Step 3, the time while the mail is in transit shall not be counted as part of the time limits.

Step 4

Failing settlement at Step 3, either party may refer the dispute to arbitration within twenty (20) calendar days of the Chairperson's or his/her designate's decision.

7.02 The employee may be represented by a full time representative of the Association at any Step of the Grievance Procedure.

7.03 Time Limits

(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.

7.04 An employee considered by the Association to be wrongfully or unjustly discharged or suspended or subject to disciplinary action shall be entitled to a hearing under Article 7, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in cases of suspension or discharge.

7.05 Retroactive Settlements

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

7.06 Union May Initiate Grievances

- (a) The Union and its representative shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.
- (b) 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 2 of Clause 7.01.

7.07 (a) Witnesses

At any stage of the Grievance Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

(b) Grievance and Arbitration Pay Provision

Representatives of the Association shall not suffer any loss of pay or accumulative benefits for total time spent in Grievance and Arbitration Procedure.

7.08 Suspension or Dismissal Arbitrable

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.

7.09 Replies in Writing

Replies to grievances shall be in writing at all Steps, except Step 1.

7.10 Technical Objections to Grievances

No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error, or by the inadvertent omission of a Step in the Grievance Procedure.

**ARTICLE 8**  
**ARBITRATION**

8.01 Composition of Board of Arbitration

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

8.02 Failure to Appoint

If the party receiving the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a Chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Employment and Labour Relations upon the request of either party.

8.03 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure. It shall hear and determine the difference or allegation and render a decision within thirty (30) calendar days from the arbitration hearing.

8.04 Decision of the Board

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

8.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's Decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

8.06 Expenses of the Board

Each party shall pay:

- (i) the fees and expenses of the nominee it appoints;
- (ii) one-half (1/2) of the fees and expenses of the Chairperson.

8.07 Amending of Time Limits

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

8.08 Witnesses

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

8.09 Single Arbitrator

The parties may mutually agree to the substitution of a single Arbitrator for an Arbitration Board, in which event the foregoing provisions of Clauses 8.03, 8.04, 8.05 8.06(ii) 8.07 and 8.08, and the provisions of Clause 11.02 shall apply equally to a single Arbitrator where reference is made to an Arbitration Board.

8.10 Conflict of Interest

No person

- (a) who has pecuniary interest in the matters referred to the Arbitration Board, or
- (b) who is acting or has within a period of six (6) months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties; shall be appointed to or act as a member of an Arbitration Board.

8.11 Grievance and Arbitration Pay Provision

Representatives of the Association shall not suffer any loss of pay or accumulative benefits for total time spent in grievance and arbitration procedure.

8.12 Discharge Arbitration

Notwithstanding the above procedure, if there are delays in the appointment of an Arbitration Board, the parties shall agree upon a mutually acceptable Chairperson, set the date for the arbitration hearing and then appoint nominees to the Board who are available to meet on the date set for the arbitration.

8.13 Expedited Arbitration

Subject to the Agreement of the Employer and the Union, expedited arbitration may be used following Step 3 of the Grievance Procedure. Both parties retain access to the complete arbitration process as described in Article 8 of the Agreement where either party does not agree to expedited arbitration.

- (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) Notwithstanding Clause 8.04, 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) If deemed necessary and where the parties mutually agree, any step of the process may be altered.

8.14 Prior to proceeding to arbitration in accordance with Step 4 of Clause 7.01, the parties may avail of a Mediator to attempt to resolve the grievance. A decision to refer a grievance to mediation shall occur within one (1) month of the completion of Step 3 of the grievance process and the mediation shall take place within six (6) months of referral to mediation. Additionally, the Arbitrator may act as a Mediator prior to commencing a hearing with the agreement of both parties. Both parties will equally share the cost of a Mediator. Both parties retain access to the complete arbitration process as described in Article 8 of the Agreement when either party does not agree to mediation.

## **ARTICLE 9** **LABOUR-MANAGEMENT LIAISON**

- 9.01 It is agreed that representatives of both the Employer and the Association will meet as the need arises, but in any event no greater than once per month unless mutually agreed otherwise, to discuss the following general matters:
- (a) promoting safety and sanitary practices;
  - (b) reviewing suggestions from employees, questions of working conditions and service;
  - (c) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.
- 9.02 These meetings shall not supersede the activities of any other Committee of the Association or of the Employer and shall not bind either the Association or its members or the Employer to any decisions or conclusions reached during discussions.

## **ARTICLE 10** **ADVERSE WEATHER CONDITIONS**

- 10.01 When an employee, through no fault of his/her own, is unable to report for work as a result of a declared state of emergency, the employee shall suffer no loss of regular pay or benefits, nor shall he/she be required to make up lost time due to the declared state of emergency.

**ARTICLE 11**  
**PROBATION, DISCHARGE, SUSPENSION & DISCIPLINE**

11.01(a) Probationary Period

The probationary period means a period of continuous employment of nine hundred and seventy-five (975) working hours exclusive of any orientation period from the date of last hiring. The probationary period of part-time and temporary employees shall be equivalent to that of a full-time employee. A temporary employee shall be allowed to accumulate periods of employment in order to complete his/her probationary period of nine hundred and seventy-five (975) working hours. For the purposes of this clause, time off with pay, excluding workers' compensation and sick leave approved by the employer, shall be considered as time worked.

(b) Discharge Procedure

The Employer has the right to discipline and discharge employees for just cause. However, any employee who has completed the probationary period and claims to have been unjustly disciplined, discharged or suspended shall be provided with written notification within seven (7) calendar days of the occurrence or discovery of the matter giving rise to the discipline, discharge or suspension.

(c) Termination of Probationary Employee

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

11.02 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately reinstated in his/her former position, without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board.

11.03 Warnings

- (a) Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the employee involved.
- (b) Where an employee is required to attend a meeting with the Employer which concerns an oral reprimand or which precedes a written warning, the Employer shall advise the employee that he/she has a right to be accompanied by a Shop Steward.

#### 11.04 Adverse Report

- (a) The Employer shall notify an employee of any dissatisfaction concerning his/her work within ten (10) calendar days of the Employer's becoming aware of the matter giving rise to the dissatisfaction. 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 part of his/her record for use against him/her at any time. The employee's written reply to such notification of dissatisfaction shall become part of his/her record.
- (b) Any reprimand or warning given in writing and becoming part of an employee's personal file shall be removed and destroyed after eighteen (18) months have elapsed. It shall be the responsibility of the employee to see that such documents are removed.
- (c) This Article shall apply in respect of any expression of dissatisfaction relating to his/her work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.

#### 11.05 Personal Files

- (a) There shall be one (1) official personal file, which shall contain all adverse reports and records of disciplinary action. An employee shall, at any reasonable time, be allowed to inspect his/her personal file, and shall be accompanied by a representative of the Employer and may be accompanied by a representative of the Association, if he/she so desires.
- (b) A copy of any document placed on an employee's 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 same document by signing the file copy.

#### 11.06 Performance Evaluations

An employee who feels that he/she has not been given a proper evaluation shall have the right to grieve in accordance with Article 7. Performance evaluations shall not be considered an adverse report.

11.07 Justice and Dignity Provisions

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

11.08 Criminal or Legal Liability

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

**ARTICLE 12**  
**SENIORITY**

12.01 Seniority is defined as length of service with the Employer and subject to Clause 12.04 shall date from first date of hire by the Employer and shall be calculated based on hours of work. Seniority shall operate on a bargaining unit wide basis.

12.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service with the Employer commenced. An up-to-date seniority list shall be sent to the Association and posted in January and July of each year.

12.03 Probation for Newly Hired Employees

Employees hired after the signing of this Agreement shall be on a probationary basis in accordance with Clause 11.01 of this Agreement. Subject to Clause 11.01(c), during their probationary period, such employees shall be entitled to all benefits and rights of this Agreement.

12.04 Loss of Seniority

An employee shall lose his/her seniority only in the event that:

- (a) he/she is discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
- (b) he/she resigns in writing;
- (c) he/she is absent from work in excess of three (3) working days without the approval of the Co-ordinator/Supervisor unless absent for just cause;

- (d) he/she fails to return to work from layoff within ten (10) working days of being notified by registered mail to do so, except when such failure is caused by sickness verified by a doctor's certificate or by other just cause. It shall be the responsibility of the employee to keep the Co-ordinator/Supervisor informed, in writing, of his/her current address. An employee who is recalled for casual work or employment at a time when he/she has employment which will continue for a greater duration than the recall period shall not lose his/her recall rights for refusal or failure to return to work with the Employer for the duration of the recall period. Upon receipt of notice of recall, the employee shall, within two (2) working days, notify the Co-ordinator/Supervisor whether or not he/she will return to work. Failure to notify the Co-ordinator/Supervisor will also result in loss of seniority;
- (e) he/she is laid off for a period longer than twenty-four (24) months;
- (f) he/she is a temporary employee and refuses a recall on three (3) consecutive occasions without just cause.

#### 12.05 Transfers and Seniority Outside Bargaining Unit

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

#### 12.06 Service Credits

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

### **ARTICLE 13** **PROMOTION AND STAFF CHANGES**

#### 13.01 Job Postings

When a vacancy occurs or a new position is created either inside or outside the bargaining unit, the Employer shall post notices of the position in accessible places in the Employer's premises for a period of not less than seven (7) calendar days.

### 13.02 Information on Posting

For vacancies or new positions inside the bargaining unit, such notices shall contain the following information: title of position, qualifications, required knowledge and education, skills, wage or salary rate or range, and whether shift work could be involved. The Employer will not establish such qualifications in an arbitrary or discriminatory manner.

### 13.03 Procedure for Filling Vacancies

- (a) No position will be filled from outside the bargaining unit until the applications of present employees have been fully processed.
- (b) Where, in the Employer's opinion, a temporary bargaining unit position is expected to exceed a period of thirteen (13) continuous weeks, or where a bargaining unit position exceeds thirteen (13) weeks, such position shall be posted in accordance with Clause 13.01.

### 13.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion of length of service.

Therefore, when a vacancy occurs in an established position within the bargaining unit, or when a new position is created within the bargaining unit, employees who apply for the position on promotion or transfer shall be given preference on a seniority basis, whether seniority is temporary or permanent, for filling such vacancy, provided that the applicant's qualifications meet the required standards for the new position. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.

### 13.05 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, as assessed by the Employer, 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, transferred or hired because of the re-arrangement of positions shall also be returned to his/her former position or status, 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.

13.06 Upon written request, an unsuccessful applicant for a job vacancy will be informed of the name of the successful applicant in a job competition and the reason why he/she was unsuccessful.

13.07 An employee who has become permanently incapacitated by injury or illness and is unable to perform his/her regular duties to the satisfaction of the Employer will be employed in other work which he/she can do providing a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority. An employee displaced as a result of this Clause shall have the right to bump the least senior employee provided he/she is qualified and able to do the work required.

13.08 Disabled Employee's Preference

An employee who has been permanently incapacitated at work by injury or compensable occupation disablement, and is unable to perform his/her regular duties to the satisfaction of the Employer, will be employed in other work which he/she can do providing a suitable position is available and the applicable rate for the new position will apply. Such employee shall not displace an employee with more seniority. An employee displaced as a result of this Clause shall have the right to bump the least senior employee provided he/she is qualified and able to perform the work required.

13.09 Pay During Upgrading

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

13.10 Involuntary Demotion

If an employee is involuntarily demoted, his or her rate of pay will remain the same.

13.11 Permanent Employees in Temporary Positions

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

**ARTICLE 14**  
**HOURS OF WORK**

- 14.01 (a) The normal hours of work shall be on the average of forty (40) hours per week.
- (b) The normal daily hours of work for full-time employees shall be eight (8) hours per day, subject to the twelve (12) hour shift schedule.
- (c) Notwithstanding that part-time employees and temporary employees may work less than eight (8) hours per day, such employees shall not be scheduled to work less than three (3) consecutive hours per day.
- (d) Part-time employees will advise the Employer in writing of their desire to work additional hours up to full time hours. Those part-time employees shall be scheduled or recalled before temporary employees in accordance with seniority for these additional shifts.

\*14.02 Working Schedule

- (a) The working schedule for each employee showing the shifts and days off work shall be posted in an appropriate place at least two (2) weeks in advance.
- \* (b) When an employee's day(s) off are changed without having been given at least forty-eight (48) hours prior notice of having to work on his/her day(s) off, he/she shall be paid double (2x) his/her regular hourly rate for each hour worked on the scheduled day(s) off.
- (c) Employees shall not be scheduled for more than seven (7) consecutive days of work unless mutually agreed otherwise between the supervisor and the employee.

14.03 Rest Periods

- (a) Each employee shall receive a rest period of fifteen (15) consecutive minutes during every four (4) hours worked at a time to be scheduled by the Employer.
- (b) In circumstances where the granting of a rest period is not feasible due to operational requirements and/or resident or staff safety, the employee and the supervisor may mutually agree on an alternative arrangement to provide the employee with an acceptable rest period.

14.04 Days Off

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

(b) Days off shall be planned in such a way as to distribute weekends off so that employees shall receive every third weekend off unless otherwise mutually agreed between the Employer and the employee. The Employer shall endeavour to grant every second weekend off.

(c) Shift Rotation

Where there is a shift rotation, all shifts shall rotate in an equitable manner, however an employee may waive this right and in such case, the Employer will make every reasonable effort to accommodate the employee's preference to work evenings or nights on a permanent basis.

14.05 Change of Shift

When an employee's regularly scheduled shift is changed to another shift in that day, he/she shall be given prior notice as follows:

- (a) twenty-four (24) hours' notice before the originally scheduled shift, if the rescheduled shift occurs after the originally scheduled shift;
- (b) twenty-four (24) hours' notice before the commencement time of the rescheduled shift, if the rescheduled shift occurs before the originally scheduled shift.

Should the required notice not be given in accordance with this Article, the employee shall be paid at the rate of time and one-half (1 1/2) his/her regular hourly rate for the shift worked.

In cases where the employee's regularly scheduled shift is changed, it is the responsibility of the Employer to notify the employee affected by the change before he/she reports to work.

14.06 Exchange of Shifts

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

14.07 Rest Between Shifts

There shall be at least sixteen (16) hours between shifts unless otherwise agreed by mutual consent between the employee and his/her Co-ordinator/Supervisor.

14.08 Split Shifts

There shall be no split shifts, unless mutually agreed between the employee and the supervisor.

\*14.09 (a) Shift Differential

Effective the date of signing, a shift differential of two dollars and thirty cents (\$2.30) per hour shall be paid for each hour the employee works between the hours of 1600 hours on one (1) day and 0800 hours on the following day.

(b) Saturday and Sunday Differential

Effective the 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.

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

14.10 Twelve (12) Hour Shifts

(a) 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 the majority of employees in the work place or upon a request from the Employer.

(b) Employees working a compressed work week (12 hour shift) shall be governed by the procedure in Schedule B of this Agreement.

14.11 Employees required to attend meetings outside his/her normal work hours shall be compensated at the applicable overtime rate.

**ARTICLE 15**  
**OVERTIME**

\*15.01 \*(a) Full Time Employees

All time worked by a full time employee before or after his/her regularly scheduled daily or bi-weekly hours shall be considered overtime.

\*(b) Part-Time Employees

All time worked by a part-time employee in excess of equivalent full time hours on a daily or bi-weekly basis shall be considered overtime.

(c) All overtime work is subject to the prior approval of the Employer, or his/her authorized representative.

15.02 Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a date to be mutually agreed between the employee and the Employer. The employee's decision to receive time off must be conveyed to the Coordinator/Supervisor or his/her designated representative within seventy-two (72) hours of the conclusion of the overtime.

15.03 Overtime and callback shall be distributed as equitably as possible among the employees in the classification affected by the overtime. A list shall be posted at the end of each pay period showing the amount of overtime offered to each employee.

\*15.04 (a) Call Back

An employee who is called back to work after he/she has left his/her place of work shall be paid a minimum of three (3) hours at the overtime rate, provided the work is not contiguous to scheduled working hours.

\*(b) Transportation Expenses

When an employee is recalled to work, he/she shall be paid the cost of transportation to and from his/her place of work at the rate of 25¢ per kilometer. An employee shall not receive any payment for transportation expenses where transportation is provided by the Employer.

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

15.06 An employee who is absent on paid time off shall, for the purpose of this Article, be considered as if he/she had worked the regular hours during such absence.

\*15.07 \*(a) Standby

Employees required by the employer to perform standby duty will be compensated per eight (8) hour shift, provided the employee is available when called, as follows:

<u>Effective Date</u>	<u>Rate</u>
Date of signing	\$20.40 per eight hour shift

(b) Employees required by the employer to perform standby duty on a statutory holiday will be compensated per eight (8) hour shift, provided the employee is available when called, as follows:

<u>Effective Date</u>	<u>Rate</u>
Date of signing	\$22.60 per eight hour shift

(c) Employees required by the employer to perform standby duty will be compensated per twelve (12) hour shift, provided the employee is available when called, as follows:

<u>Effective Date</u>	<u>Rate</u>
Date of signing	\$30.60 per twelve hour shift

(d) Employees required by the employer to perform standby duty on a statutory holiday will be compensated per twelve (12) hour shift, provided the employee is available when called, as follows:

<u>Effective Date</u>	<u>Rate</u>
Date of signing	\$33.90 per twelve hour shift

15.08 Double Shift

An employee shall not be required to work a double shift (2) without his/her consent.

**ARTICLE 16**  
**HOLIDAYS**

16.01 (a) The following shall be designated paid holidays:

- (a) New Year's Day
- (b) Good Friday
- (c) Commonwealth Day
- (d) Memorial Day
- (e) Labour Day
- (f) Armistice Day
- (g) Christmas Day
- (h) Boxing Day
- (i) One (1) additional holiday as mutually agreed.

(b) New Holidays

Should any new holiday be proclaimed by either the Provincial or Federal Governments, it shall be added to the above list and granted to employees within the scope of this Agreement.

16.02 Compensation for Holiday Falling on a Saturday

For the purpose of this Agreement, when any of the aforementioned holidays falls on a Saturday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 16, Holidays. All other employees shall observe the following Monday as the holiday.

16.03 Compensation for Holiday Falling on a Sunday

For the purpose of this Agreement, when any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 16, Holidays. All other employees shall observe the following Monday (or Tuesday, where the preceding Clause already applied to Monday) as the holiday.

16.04 Compensation for Holidays Falling on a Scheduled Day Off

When any of the aforementioned holidays (Clause 16.01) falls on the employee's scheduled day off, the employee shall receive another day off with pay to be taken within sixty (60) days at a mutually agreed time between the employee and the Employer. If such time off cannot be granted within sixty (60) days, the employee will be paid one (1) day's regular pay in lieu.

16.05 Compensation for Work Performed on a Holiday Falling on a Scheduled Day Off

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

16.06 Pay for Scheduled Work on Holiday

In addition to the pay for holidays referred to in Clause 16.01, employees who are required to work on a holiday shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay, or, if they request it, they shall be entitled to time off with pay at a time to be mutually agreed by the employee and the Employer, on the basis of one and one-half (1 1/2) hours for each hour worked.

16.07 Payment for Holidays While on Layoff

Holidays, as outlined in Clause 16.01 shall be paid to an employee if the holiday occurs while the employee is on layoff status where the employee has worked forty (40) hours or more in the pay period in which the holiday falls. No employee will be laid off for the purpose of avoiding payment of a statutory holiday.

16.08 Christmas and New Year

The Employer agrees that whenever possible, an employee scheduled to work on Christmas Day shall not be scheduled to work on New Year's Day and shall receive New Year's Eve as a scheduled day off. An employee scheduled to work on New Year's Day shall not be scheduled to work on Christmas Day and Boxing Day and shall receive Christmas Eve as a scheduled day off unless otherwise mutually agreed between the employee and the Co-ordinator/Supervisor. The Employer agrees, whenever possible, employees who work Christmas of one year shall have Christmas off the following year, and employees who work New Year's of one year shall have New Year's off the following year unless otherwise mutually agreed between the employees and his/her Co-ordinator/Supervisor.

**ARTICLE 17**  
**ANNUAL LEAVE**

17.01 (a) Length of Vacation

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

- (i) Less than 2,080 working hours:  
13 1/3 working hours for each 173 1/3 working hours of service
- (ii) 2080 working hours or more but less than 20,800 working hours:  
160 working hours
- (iii) More than 20,800 working hours but less than 52,000 working hours:  
200 working hours
- (iv) More than 52,000 working hours:  
240 working hours
- (v) the minimal annual leave that can be taken is one (1) hour unless the employee has to be replaced, in which case three (3) hours shall be the minimum.

(b) Calculation of Length of Vacation

- (i) For the purpose of calculation of length of annual vacation with pay, an employee's service will be that service performed in the twelve (12) month period currently used by homes for such calculation. This period may vary between homes (e.g. January 1 -December 31, April 1 - March 31, July - June 30), and that no home will change its currently accepted accumulation period without prior discussion with the Association.

(ii) 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 days.

(c) Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time to be mutually agreed upon.

(d) Calculation of Vacation Pay

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

(e) Vacation Pay on Termination or Retirement

An employee terminating his/her employment at any time in his/her vacation year, before he/she has had his/her vacation, shall be entitled to an equivalent payment of salary or wages in lieu of such vacation at termination, provided that the employee gives proper notice of termination. In the event that proper notification of termination is not given, payment will be made at the earliest possible date, but in any event, not later than the second pay day following the date of termination.

17.02 (a) Annual leave shall not be taken except with the prior approval of the supervisor. However, subject to operational requirements, a reasonable effort shall be made to grant annual vacation at the time requested by the employee.

(b) Vacation Schedule

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and Co-ordinator. Vacation shall commence immediately following an employee's regularly scheduled days off.

(c) Selection of Vacation Dates

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

- 17.03 An employee with more than sixty (60) calendar days' service may anticipate his/her vacation to the end of the current vacation period, or to the employees scheduled date of layoff or termination, whichever is the shorter period.

An employee who on resignation has a debit balance of vacation leave will have the value of this vacation deducted from his/her final cheque or pension contribution refund.

17.04 Substitution for Vacation

- (a) An employee who qualified for sick leave under Article 18 while on vacation may change the status of his/her leave to sick leave effective the date of notification to the Employer. The employee shall submit on his/her return to duty a medical certificate stating the total period during which he/she qualified for sick leave.
- (b) In the case of an employee who is admitted to hospital while on vacation, he/she may change the status of his/her leave to sick leave with effect from the date he/she was admitted to hospital.
- (c) An employee who, while on vacation, qualified for bereavement leave shall be credited the appropriate number of days to vacation leave.
- (d) The period of vacation so displaced in Clause 17.04(a) and Clause 17.04(b) shall be reinstated for use at a later date to be mutually agreed.

17.05 Unused Vacation Paid to Estate

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

17.06 Vacation Credits for the First and Last Month of Employment

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

17.07 Annual Leave of Short Duration

If annual leave of short duration is requested in writing by an employee before the schedule is posted, such requests shall not be unreasonably denied by the Co-ordinator/Supervisor and the Co-ordinator/Supervisor shall notify the employee of the decision before the schedule is posted.

17.08 Carry Forward of Vacation

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:

- (1) twenty (20) days' annual leave, if he/she is eligible for twenty (20) days in any year;
- (2) twenty-five (25) days' annual leave, if he/she is eligible for twenty-five (25) days in any year;
- (3) thirty (30) days' annual leave if he/she is eligible for thirty (30) days in any year.

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

- 17.09 (a) Temporary employees may carry forward earned vacation from one period of employment to the next period of employment up to the carry forward limits outlined under Clause 17.08.
- (b) A temporary employee who requests and receives payment in lieu of annual leave shall not accumulate seniority for the hours paid.

**ARTICLE 18**  
**SICK LEAVE**

18.01 Sick Leave Defined

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

18.02 Sick Leave Accumulation

- (a)(i) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service.
  - (ii) Notwithstanding Clause 18.02 (a)(i), an employee hired after December 1, 2005 is eligible to accumulate sick leave at the rate of one (1) day for each month of service.
- (b)(i) The maximum number of days of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed four hundred and eighty (480) days.

- (ii) Notwithstanding 18.02 (b)(i), the maximum number of days of sick leave which may be awarded to an employee hired after December 1, 2005 during any consecutive twenty (20) year period shall not exceed two hundred and forty (240) days.

#### 18.03 Deduction from Sick Leave

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

#### 18.04 Medical Certificates

- (a) Before receiving sick leave with full pay, an employee may be required to produce a medical certificate for an illness in excess of two (2) consecutive working days. In cases of suspected abuse, shown by an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of illness.
- (b) An employee shall have the option of being attended by a doctor of his/her choice and under no circumstances will an employee be penalized in any way by the Employer for exercising his/her option of being attended by his/her personal physician.

#### 18.05 Sick Leave During Leave of Absence and Layoff

When an employee is given paid vacation or special paid leave of absence or while on Workers' Compensation he/she shall receive sick leave credits for the period of such absence on his/her return to work. When an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her accumulative credits, if any, existing at the time of such layoff.

#### 18.06 Extension of Sick Leave

- (a) An employee with more than two (2) years of service who has exhausted his/her sick leave credits may be allowed, in the event of illness in excess of fifteen (15) days, an extension of his/her sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon his/her return to duty with the Employer from his/her existing or after his/her acquired normal monthly accumulation of sick leave.

- (b) When an employee has used the maximum of sick leave which may be awarded to him/her in accordance with this Agreement, he/she may elect, if he/she is still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if he/she is eligible to receive such leave and, if not, on special leave without pay. Medical certificates shall be submitted as required by the Employer.

18.07 Sick Leave Records

In January of each year, the Employer shall advise each employee of the amount of sick leave accrued to his/her credit and the number of days of sick leave taken by him/her up to and including the previous 31st day of December

18.08 Injury on Duty

An employee who is injured during working hours and is either required to leave for treatment or sent home for such injury shall receive payment for the remainder of the shift or work day at his/her regular rate of pay without deduction from sick leave.

18.09 Sick Leave Credits for the Last Month of Employment

For the purpose of this Article, 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 one-half (1/2) days shall be deemed to have a month of service.

- 18.10 (a) Sick leave may only be provided to a temporary employee when he/she is absent from work due to illness on his/her scheduled shift.
- (b) A temporary employee shall not receive sick leave if the temporary employee refuses recall from layoff due to illness, but the temporary employee shall earn service for seniority purposes only for the time he/she did not report to work because of illness. Sick leave may only be awarded to a temporary employee who commences work and subsequently qualifies for sick leave under this Article. The temporary employee shall report to work after his/her illness providing the work is still available and providing the temporary employee gives the Employer reasonable notice. Temporary employees shall be eligible for sick leave benefits for shifts he/she would have been recalled to during periods of hospitalization upon proof of admission and discharge.

**ARTICLE 19**  
**LEAVE - GENERAL**

- 19.01 Upon written request by the Union to the Co-ordinator/Supervisor, and with the approval in writing of the Co-ordinator/Supervisor, 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 and Component Conventions 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 (1) year. The Employer may grant additional leave without pay for this purpose. In any event, leave under this Clause will not exceed twenty (20) days per Board Operated Residential Service per year.
- 19.02 (a) With the approval of the Co-ordinator/Supervisor, 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 a reasonable limit. The Union shall notify the Co-ordinator/Supervisor 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.
- (b) Leave with pay shall be granted to an employee to attend educational seminars, provided that the total number of days of leave with pay granted under this Clause in any one (1) year shall not in any event exceed the number of Shop Stewards in the bargaining unit plus one (1) additional day.
  - (c) Additional leave without pay for the purpose of attending Association business may be granted by the Co-ordinator/Supervisor on request.

19.03 The Employer shall 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 shall be renewed upon request. Employees may not accrue any benefits other than seniority during such leave of absence.

19.04 Paid Bereavement Leave

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, grandmother, grandfather, common-law spouse, mother-in-law, father-in-law, grandchild, or near relative living in the same household three (3) days. In the case of the death of an employee's sister-in-law, brother-in-law, son-in-law, daughter-in-law, one (1) day with pay.

For the purpose of this Article, a "common-law spouse" relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person of the opposite or same sex, publicly represented that person to be his/her spouse and lives and intends to continue to live with that person as if that person were his/her spouse.

- (b) If the death of a relative referred to in Clause 19.04 (a) and to which three (3) days has been allotted occurs outside the Province of Newfoundland and Labrador, the employee shall be granted leave with pay not exceeding four (4) days for the purpose of attending the funeral. Such days not to be in addition to those allotted in Clause 19.04 (a).
- (c) In cases where extraordinary circumstances prevail, the Co-ordinator/Supervisor may grant two (2) additional days other than those referred to in Clause 19.04 (a) and (b).

19.05 Maternity/Adoption/Parental Leave

- (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 Clause.
- (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.
- (c) An employee may return to duty after giving his/her Employer two (2) weeks' notice of his/her intention to do so.
- (d) The employee shall resume his/her former position and salary upon return for leave, with no loss of accrued benefits.

- (e) Periods of leave up to fifty-two (52) weeks shall count for annual leave, sick leave, severance pay and step progression.
- (f) Periods of leave up to fifty-two (52) weeks shall count for seniority purposes.
- (g) Employee on leave will have the option of continuing to pay their portion of the group insurance 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.
- (h) 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.
- (i) An employee who applies for a position in accordance with Clause 13.01 while on maternity/adoption/parental leave shall be considered for that job posting in accordance with the provisions of Clause 13.04. If the employee on maternity/adoption/parental leave is successful, his/her trial period shall start upon her return to work.
- (j) Upon written request to the Employer from the employee who is on maternity/adoption/parental leave, job postings shall be forwarded to the employee.
- (k) The Government will endeavour to provide childcare services for its employees wherever possible.

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

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

#### 19.07 General Leave

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

19.08 Education Leave

- (a) 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, unless he/she would have been otherwise laid off.
- (b) An employee who is upgrading his/her employment qualifications through an Employer approved upgrading course shall be entitled to leave of absence without loss of pay and benefits to write examinations required by such course.

19.09 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.

19.10 Family Leave

- (a) Subject to Clause 19.10 (b), an employee who is required to:
  - (i) attend to the temporary care of a sick family member living in the same household or the employee's mother, father, or dependent child not necessarily living the same household;
  - (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 meetings with school authorities;
  - (v) attend to the needs relating to the adoption of a child; or
  - (vi) attend to the needs related to home or family emergencies.

Shall be awarded up to twenty-four (24) hours paid family leave in any calendar year. If the Employer determines that the employee must be replaced while on family leave, three (3) hours is the minimum number of hours to be taken under this Clause.

- (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 reason why such leave is required; and
  - (iii) where appropriate, and in particular with respect to (iii), (iv) and (v) of Clause 19.11 (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.

#### 19.11 Unpaid Leave

Subject to operational requirements and availability of qualified replacement staff, where required, an employee is entitled to receive one (1) month of unpaid leave, provided that the employee would not have been laid off during the period of unpaid leave. The month of unpaid leave does not necessarily have to be taken consecutively, but cannot be taken in increments of less than two (2) days at a time. The employee shall accumulate seniority during this leave provided the employee would not have been otherwise laid off.

### **ARTICLE 20** **PAYMENT OF WAGES AND ALLOWANCES**

#### \*20.01 Availability of Salary Cheques

- (a) Employees shall be paid every two (2) weeks by cheque or, by mutual agreement, direct deposit. Pay or direct deposit cheques shall be accompanied by a statement containing the following information:
  - i) employee's name; and
  - ii) deductions for the period, including gross pay, overtime, shift premium, special allowances, miscellaneous deductions, net pay, and year to date total.
- (b) The Employer will make every reasonable effort to ensure that salary cheques will be available on pay day. At 0800 hours for those employees scheduled to work on the previous 0001 and 0800 hours shift and prior to 0001 hours on pay day for those employees who worked the previous 1600 to 2400 hour shift.

20.02 Vacation Pay

An employee with more than one (1) year of service or an employee who has earned at least two (2) weeks' vacation, upon giving at least two (2) weeks' notice prior to the pay day preceding the office day on which he/she wishes to receive his/her advance payment shall receive, prior to commencement of his/her annual vacation, any regular pay cheque(s), which may fall due during his/her vacation.

20.03 Labrador Allowance

Labrador Benefits Agreement to apply to eligible NAPE Board Operated Residential Services employees.

**ARTICLE 21**  
**PERSONAL LOSS**

21.01 Personal Loss

Subject to Clause 21.02 and 21.03, where an employee in the performance of his/her duty, suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered subject to a maximum of six hundred (\$600) dollars.

21.02 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 Co-ordinator/Supervisor or his/her designated representative.

21.03 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.

Any compensation payable under this Article is to be paid within fifteen (15) days of verification of the incident.

**ARTICLE 22**  
**TEMPORARY ASSIGNMENT**

22.01 Pay on Temporary Assignment to Higher Position

- (a) An employee who is assigned by the Employer to a position for which a higher rate of pay is applicable will receive the salary rate for the assigned position in accordance with the promotion procedure provided that he/she fills that position for a period of at least one (1) day.
- (b) Temporary Assignments within the bargaining unit shall be on the basis of seniority.
- (c) Pay on Temporary Assignment, Lower Position

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

**ARTICLE 23**  
**STRIKES AND LOCKOUTS**

- 23.01 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 24**  
**LAYOFF OR TERMINATION**

24.01 (a) Notice of Layoff

Unless legislation is more favourable to the employee, the Employer shall notify permanent employees who are to be laid off thirty (30) calendar days prior to the date of layoff. For temporary employees who have not been hired for a specified period, the period of notice will be fourteen (14) calendar days prior to the date of layoff. If the employee has not had an opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

(b) Period of Notice

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

#### 24.02 Layoff and Recall Procedure

- (a) Subject to Clause 24.02(b), both parties recognize that job security should increase in proportion to the length of service. Therefore, where the Employer determines that a layoff is necessary within the bargaining unit as defined by the applicable certification order, permanent employees shall be laid off in the reverse order of their seniority. Permanent employees shall be recalled in order of their seniority providing they are qualified to do the work.
- (b) Where the Employer determines that a layoff is necessary within the bargaining unit as defined by the applicable certification order, temporary employees shall be laid off in the reverse order of seniority provided that those temporary employees being retained are qualified to do the work required. Temporary employees shall be recalled in order of seniority provided that they are qualified to do the work required.
- (c) It is the responsibility of the employee to keep the Employer informed of his/her current address and telephone number.
- (d) Temporary employees shall be deemed to be junior to permanent employees in the case of layoff and recall only.
- (e) Employees being recalled to a position with a lower pay range level than previously employed in and who refuse to work shall not lose their seniority but they will forfeit their right to future recall in a position at the same pay range level.

#### 24.03 No New Employees

- (a) No new employees shall be hired until employees who are on layoff status or under notice of layoff, have been given an opportunity of recall or re-assignment, provided that employees on layoff status or notice of layoff have sufficient qualifications to perform the work.
- (b) Clause 24.03(a) shall not apply where the new employees authorized period of employment expires prior to the effective date of layoff for an employee on layoff notice.

#### 24.04 Return to Former Classification

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

24.05 Layoff

Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment, as per the attached chart. Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly. Employees who are reemployed with any Employer covered by the coalition negotiations shall be required to pay back part of any severance pay/pay in lieu notice they received. The amount they have to pay back shall be based on the length of time they have been out of the employment from the Employer covered by the coalition negotiations. The amount repaid will be based on the net amount received by the employee or the amount paid to a financial institution on behalf of an employee (see Schedule " H").

**ARTICLE 25**

**PENSION PLAN, GROUP INSURANCE AND WORKERS' COMPENSATION**

25.01 Pension Plan

The Employer agrees that all employees will be eligible for the Government Money Purchase Plan.

25.02 Group Insurance

- (a) The existing Group Insurance Programs currently in effect will remain in effect for the duration of this Agreement.
- (b) The cost of the Group Life, Group Medical and Pension Plans will be shared equally by the Employer and the employees.
- (c) A summary of the general provisions and benefits of the Government Group Insurance Plan is appended to the Agreement as Schedule "F".

25.03 Workers' Compensation

- (a) (i) All employees shall be covered by the *Workplace Health, Safety, and Compensation Act*.
- (ii) Where an injured employee fails to return to work under the normal provisions of this Agreement, such employees may be assisted by the Joint (job-search) Committee of the Hospital Support Agreement.

- \* (b) 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*.
- (c) Pension credit and group insurance coverage will continue on the basis of the pre-injury salary including 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 clause does not violate the *Workplace Health, Safety, and Compensation Act*.
- (d) Any benefits or conditions agreed to by Government for employees covered under the Master Agreement, signed July 25, 1994, shall apply to Board Operated Residential Services employees.

**ARTICLE 26**  
**SEVERANCE PAY**

26.01 Service Requirements

An employee who has nine (9) or more years continuous service in the employ of the Employer is entitled to be paid on resignation, retirement, termination by reason of redundancy or disability, expiration of recall rights, or in the event of the employee's 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. For the purpose of this Article, service for a temporary employee shall be the actual period of employment with the Employer provided that where a break in employment exceeds twelve (12) consecutive months, service shall commence from the date of re-employment. Maternity leave, adoption leave, and parental leave up to 52 weeks shall be counted as service for severance pay purposes. Employees who have been laid off for longer than two (2) years shall be entitled to severance pay.

**ARTICLE 27**  
**WORKING CONDITIONS**

27.01 Occupational Health and Safety

The Employer agrees to co-operate fully with employees in the establishment and operation of an Occupational Health and Safety Committee. The Committee will address all requirements of the *Occupational Health and Safety Act* and deal with employee concerns regarding possibly dangerous or unsanitary working conditions. The mandate of this Committee shall be expanded to include environmental issues. Each home will continue to have an Occupational Health and Safety representative in accordance with the Act.

27.02 Employees required to work under dangerous or unsanitary conditions shall be supplied with items necessary to complete the work required.

27.03 Health Education

- a) The Employer, in consultation and with agreement from the Union, agrees to put in place a policy dealing with the protection of employees and residents from infectious diseases. A Committee consisting of one (1) Employer representative and one (1) Union representative shall be struck and shall endeavour to have the policy ready for implementation within six (6) months of the signing of this Agreement.
- b) The Employer agrees to consult with the Department of Health on suspected cases of communicable disease. The Employer will endeavour to provide appropriate education information to employees upon request.

27.04 Parking Facilities

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

27.05 Portability

- (a) Employees who are accepted for employment with another employer or the same employer covered by the coalition negotiations (see Schedule "G") within a maximum 120 calendar days of resignation shall retain portability respecting: (120 maximum)
  - (i) Accumulative sick leave credits,
  - (ii) Accumulated vacation entitlement, and
  - (iii) Service for severance pay purposes.

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

(b) In the same manner, employees accepted for employment at the same or another Board Operated Residential Service shall have portability respecting:

- (i) Pension Plan, and
- (ii) Health and Life Insurance Plan

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

(c) Employees who are accepted for employment at the same or another Board Operated Residential Service shall be placed on the appropriate salary scale at their new place of employment in accordance with the following:

- (i) If the new position carries a pay range higher than that of the position just vacated, the employee shall be placed on the appropriate step of the new pay range in accordance with existing promotion procedures.
- (ii) If the new position carries a pay range equivalent to that of the position just vacated, the employee shall be placed on the same step of the equivalent pay range in accordance with existing transfer procedures.
- (iii) If the new position carries a pay range lower than that of the position just vacated, the employee shall be placed on the step of the new pay range in accordance with existing voluntary demotion procedures.
- (iv) Employees re-employed after termination shall, for the purpose of this Agreement be placed on their respective salary scales on a step not lower than the step they were on at the date of termination provided that they have not been out of the employment of an Employer covered by this Collective Agreement for a period of more than two (2) years.

#### 27.06 Part-time and Temporary Employees

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

#### 27.07 Payment of Terminated Employees

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

27.08 Contracting Out

- (a) The Employer shall not contract out and/or privatize in whole or in part the bargaining unit work of any Board Operated Residential Services during the period from date of signing to December 31, 2004.
- (b) The normal movement of residents from the Board Operated Residential Services(s) as an integral part of the development of the resident(s) shall not be considered to be contracting out.

27.09 Salaries

The salary scales and salary adjustment formulas are those set out in Schedule "A".

27.10 Advance Notice of Mergers and Amalgamations

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

**ARTICLE 28**  
**AMENDMENT BY MUTUAL CONSENT**

- 28.01 It is agreed by the parties to this Agreement that any provision in this Agreement, other than the duration of Agreement, may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

**ARTICLE 29**  
**CLASSIFICATION**

- 29.01 Employees shall be notified, in writing, of any changes in their classification.
- 29.02 The Classification Appeal Board shall carry out its functions in accordance with the Classification Review and Appeal Board Procedures as set out in Schedule "C".
- 29.03 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 "C".
- 29.04 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 Organization and Management Division of the Public Service Secretariat.

29.05 On the promotion of an employee to a higher pay range, his/her rate of pay will be established at the nearest step in the new range which exceeds his/her existing rate by at least five percent (5%) but not to exceed the maximum of the new range.

**\*ARTICLE 30**  
**TRAVEL ON EMPLOYER'S BUSINESS**

\*30.01 For each full day on travel status, the maximum rate allowable for meals inclusive of taxes and gratuities shall be as follows: The following rates apply effective the date of signing

(a) Province	Breakfast	Lunch	Dinner Total	
	\$8.00	\$14.00	\$21.70	\$43.70
Other Provinces	Breakfast	Lunch	Dinner Total	
	\$10.15	\$16.40	\$23.65	\$50.20
US	Breakfast	Lunch	Dinner Total	
	\$10.15(US)	\$16.40(US)	\$23.65(US)	\$50.20 (US)
Other	Breakfast	Lunch	Dinner Total	
	\$11.25	\$17.95	\$26.00	\$55.20

(b) (i) When, in the course of his/her duty, an employee is required to travel on the Employer's business, transportation shall be provided by the Employer or with the approval of the Employer he/she may be permitted to use his/her own vehicle and be reimbursed as follows:

<b>Effective Date</b>	<b>Rate</b>
2000 04 01	31.5¢ per km.

In areas where the cost of meals is likely to exceed these rates, based on the opinion of the Supervisor, vouchered expenses may be submitted.

(ii) Employees who, at the request of the Employer make their vehicle available for use on the Employer's business shall be reimbursed, on receipt of invoice, for the difference between private and business insurance.

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

- 30.03 (a) An employee is entitled to claim an incidental expense for each night on overnight travel status as follows:

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

- (b) Receipts are required for claims submitted in accordance with this Clause.

- 30.04 An employee overnight travel status shall be reimbursed for the cost of one (1) personal long distance call, not exceeding five (5) minutes in duration, for each day the employee is on overnight travel status.

### **ARTICLE 31** **DURATION OF AGREEMENT**

#### 31.01 Duration

This Agreement shall be in full force and effect from date of signing and shall remain in full force and effect until June 30, 2016, unless otherwise provided for in a specific Article.

#### 31.02 Agreement to Remain in Effect

This Agreement shall remain in full force and effect during negotiations for renewal of the terms of this Agreement and until such time as it is replaced by a new Collective Agreement. Notwithstanding the above, the parties shall retain their legal right to lockout or strike in accordance with the *Public Service (Collective Bargaining) Act*.

#### 31.03 Notice of Amendment

Either party to this Agreement may, within the one hundred and twenty (120) calendar day period immediately prior to the expiration of this Agreement issue notice to the other party of its desire to amend the Agreement. Following notice, the other party is required to enter into negotiations for a new Agreement within thirty (30) calendar days of receipt of notice.

#### 31.04 Legislation and Collective Agreement

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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 15<sup>th</sup>  
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:

Heather Connors  
Witness

Thomas W. Marshall

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

Bert Blundon  
Witness

Ed Bishop

Jane O'Seady

Mike Spurrell

John Bullock

Frank Palmer

**SCHEDULE "A"**

**SALARY IMPLEMENTATION FORMULA AND SALARY SCALES**

The salary scales applicable to positions within the bargaining unit are detailed in Schedule A.

Salary Implementation Formula

July 1, 2012	0%
July 1, 2013	\$1,400 bonus pro-rated using the previous 12 months from the date of signing
July 1, 2014	2%
July 1, 2015	3%

Step Progression

1. Employees shall continue to advance one (1) step annually on their respective salary scale for each twelve (12) months of accumulated service.
2. New employees shall advance one (1) step annually on their respective salary scales effective the date when twelve (12) months of service is accumulated, and thereafter from year to year for each additional twelve (12) months of service accumulated.
3. For employees other than those employees who are considered permanent (full-time) employees under this Agreement, these employees will receive a step advancement on a pro rated basis (ie. when these employees work an equivalent of twelve (12) months of service).

**Salary Scale**  
**Effective July 1,2012**

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<b>GRH-08</b>	<b>Annual</b>	32,490	33,571	34,611
	<b>Hourly</b>	15.62	16.14	16.64
<b>GRH-09</b>	<b>Annual</b>	32,760	33,821	34,819
	<b>Hourly</b>	15.75	16.26	16.74
<b>GRH-10</b>	<b>Annual</b>	32,989	34,008	35,090
	<b>Hourly</b>	15.86	16.35	16.87
<b>GRH-11</b>	<b>Annual</b>	33,176	34,299	35,402
	<b>Hourly</b>	15.95	16.49	17.02
<b>GRH-12</b>	<b>Annual</b>	33,550	34,653	35,672
	<b>Hourly</b>	16.13	16.66	17.15
<b>GRH-13</b>	<b>Annual</b>	33,821	34,944	36,109
	<b>Hourly</b>	16.26	16.80	17.36
<b>GRH-14</b>	<b>Annual</b>	34,133	35,339	36,525
	<b>Hourly</b>	16.41	16.99	17.56
<b>GRH-15</b>	<b>Annual</b>	34,611	35,797	37,003
	<b>Hourly</b>	16.64	17.21	17.79
<b>GRH-16</b>	<b>Annual</b>	34,986	36,296	37,482
	<b>Hourly</b>	16.82	17.45	18.02
<b>GRH-17</b>	<b>Annual</b>	35,589	36,920	38,230
	<b>Hourly</b>	17.11	17.75	18.38
<b>GRH-18</b>	<b>Annual</b>	35,922	37,315	38,730
	<b>Hourly</b>	17.27	17.94	18.62
<b>GRH-19</b>	<b>Annual</b>	36,670	38,147	39,582
	<b>Hourly</b>	17.63	18.34	19.03

<b>GRH-20</b>	<b>Annual</b>	37,378	39,042	40,539
	<b>Hourly</b>	17.97	18.77	19.49
<b>GRH-21</b>	<b>Annual</b>	38,043	39,728	41,454
	<b>Hourly</b>	18.29	19.10	19.93
<b>GRH-22</b>	<b>Annual</b>	38,771	40,560	42,536
	<b>Hourly</b>	18.64	19.50	20.45
<b>GRH-23</b>	<b>Annual</b>	39,562	41,475	43,451
	<b>Hourly</b>	19.02	19.94	20.89
<b>GRH-24</b>	<b>Annual</b>	40,997	43,077	45,178
	<b>Hourly</b>	19.71	20.71	21.72
<b>GRH-25</b>	<b>Annual</b>	42,619	44,782	47,008
	<b>Hourly</b>	20.49	21.53	22.60
<b>GRH-26</b>	<b>Annual</b>	44,013	46,384	48,714
	<b>Hourly</b>	21.16	22.30	23.42
<b>GRH-27</b>	<b>Annual</b>	45,677	48,069	50,544
	<b>Hourly</b>	21.96	23.11	24.30
<b>GRH-28</b>	<b>Annual</b>	47,299	49,837	52,416
	<b>Hourly</b>	22.74	23.96	25.20
<b>GRH-29</b>	<b>Annual</b>	48,547	51,168	53,914
	<b>Hourly</b>	23.34	24.60	25.92
<b>GRH-30</b>	<b>Annual</b>	49,858	52,666	55,370
	<b>Hourly</b>	23.97	25.32	26.62
<b>GRH-31</b>	<b>Annual</b>	51,750	54,579	57,491
	<b>Hourly</b>	24.88	26.24	27.64
<b>GRH-32</b>	<b>Annual</b>	53,394	56,389	59,363
	<b>Hourly</b>	25.67	27.11	28.54
<b>GRH-33</b>	<b>Annual</b>	55,141	58,178	61,339
	<b>Hourly</b>	26.51	27.97	29.49

<b>GRH-34</b>	<b>Annual</b>	56,971	60,195	63,482
	<b>Hourly</b>	27.39	28.94	30.52
<b>GRH-35</b>	<b>Annual</b>	59,051	62,504	65,894
	<b>Hourly</b>	28.39	30.05	31.68
<b>GRH-36</b>	<b>Annual</b>	61,339	64,917	68,453
	<b>Hourly</b>	29.49	31.21	32.91
<b>GRH-37</b>	<b>Annual</b>	63,523	67,226	70,949
	<b>Hourly</b>	30.54	32.32	34.11
<b>GRH-38</b>	<b>Annual</b>	65,832	69,638	73,445
	<b>Hourly</b>	31.65	33.48	35.31
<b>GRH-39</b>	<b>Annual</b>	68,037	72,051	76,128
	<b>Hourly</b>	32.71	34.64	36.60
<b>GRH-40</b>	<b>Annual</b>	70,221	74,443	78,562
	<b>Hourly</b>	33.76	35.79	37.77

**Salary Scale**  
**Effective July 1, 2013**

		<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
<b>GRH-08</b>	<b>Annual</b>	32,490	33,571	34,611
	<b>Hourly</b>	15.62	16.14	16.64
<b>GRH-09</b>	<b>Annual</b>	32,760	33,821	34,819
	<b>Hourly</b>	15.75	16.26	16.74
<b>GRH-10</b>	<b>Annual</b>	32,989	34,008	35,090
	<b>Hourly</b>	15.86	16.35	16.87
<b>GRH-11</b>	<b>Annual</b>	33,176	34,299	35,402
	<b>Hourly</b>	15.95	16.49	17.02
<b>GRH-12</b>	<b>Annual</b>	33,550	34,653	35,672
	<b>Hourly</b>	16.13	16.66	17.15
<b>GRH-13</b>	<b>Annual</b>	33,821	34,944	36,109
	<b>Hourly</b>	16.26	16.80	17.36
<b>GRH-14</b>	<b>Annual</b>	34,133	35,339	36,525
	<b>Hourly</b>	16.41	16.99	17.56
<b>GRH-15</b>	<b>Annual</b>	34,611	35,797	37,003
	<b>Hourly</b>	16.64	17.21	17.79
<b>GRH-16</b>	<b>Annual</b>	34,986	36,296	37,482
	<b>Hourly</b>	16.82	17.45	18.02
<b>GRH-17</b>	<b>Annual</b>	35,589	36,920	38,230
	<b>Hourly</b>	17.11	17.75	18.38
<b>GRH-18</b>	<b>Annual</b>	35,922	37,315	38,730
	<b>Hourly</b>	17.27	17.94	18.62
<b>GRH-19</b>	<b>Annual</b>	36,670	38,147	39,582
	<b>Hourly</b>	17.63	18.34	19.03

<b>GRH-20</b>	<b>Annual</b>	37,378	39,042	40,539
	<b>Hourly</b>	17.97	18.77	19.49
<b>GRH-21</b>	<b>Annual</b>	38,043	39,728	41,454
	<b>Hourly</b>	18.29	19.10	19.93
<b>GRH-22</b>	<b>Annual</b>	38,771	40,560	42,536
	<b>Hourly</b>	18.64	19.50	20.45
<b>GRH-23</b>	<b>Annual</b>	39,562	41,475	43,451
	<b>Hourly</b>	19.02	19.94	20.89
<b>GRH-24</b>	<b>Annual</b>	40,997	43,077	45,178
	<b>Hourly</b>	19.71	20.71	21.72
<b>GRH-25</b>	<b>Annual</b>	42,619	44,782	47,008
	<b>Hourly</b>	20.49	21.53	22.60
<b>GRH-26</b>	<b>Annual</b>	44,013	46,384	48,714
	<b>Hourly</b>	21.16	22.30	23.42
<b>GRH-27</b>	<b>Annual</b>	45,677	48,069	50,544
	<b>Hourly</b>	21.96	23.11	24.30
<b>GRH-28</b>	<b>Annual</b>	47,299	49,837	52,416
	<b>Hourly</b>	22.74	23.96	25.20
<b>GRH-29</b>	<b>Annual</b>	48,547	51,168	53,914
	<b>Hourly</b>	23.34	24.60	25.92
<b>GRH-30</b>	<b>Annual</b>	49,858	52,666	55,370
	<b>Hourly</b>	23.97	25.32	26.62
<b>GRH-31</b>	<b>Annual</b>	51,750	54,579	57,491
	<b>Hourly</b>	24.88	26.24	27.64
<b>GRH-32</b>	<b>Annual</b>	53,394	56,389	59,363
	<b>Hourly</b>	25.67	27.11	28.54
<b>GRH-33</b>	<b>Annual</b>	55,141	58,178	61,339
	<b>Hourly</b>	26.51	27.97	29.49

<b>GRH-34</b>	<b>Annual</b>	56,971	60,195	63,482
	<b>Hourly</b>	27.39	28.94	30.52
<b>GRH-35</b>	<b>Annual</b>	59,051	62,504	65,894
	<b>Hourly</b>	28.39	30.05	31.68
<b>GRH-36</b>	<b>Annual</b>	61,339	64,917	68,453
	<b>Hourly</b>	29.49	31.21	32.91
<b>GRH-37</b>	<b>Annual</b>	63,523	67,226	70,949
	<b>Hourly</b>	30.54	32.32	34.11
<b>GRH-38</b>	<b>Annual</b>	65,832	69,638	73,445
	<b>Hourly</b>	31.65	33.48	35.31
<b>GRH-39</b>	<b>Annual</b>	68,037	72,051	76,128
	<b>Hourly</b>	32.71	34.64	36.60
<b>GRH-40</b>	<b>Annual</b>	70,221	74,443	78,562
	<b>Hourly</b>	33.76	35.79	37.77

**Salary Scale**  
**Effective July 1, 2014**

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<b>GRH-08</b>	<b>Annual</b>	33,134	34,237	35,298
	<b>Hourly</b>	15.93	16.46	16.97
<b>GRH-09</b>	<b>Annual</b>	33,426	34,507	35,506
	<b>Hourly</b>	16.07	16.59	17.07
<b>GRH-10</b>	<b>Annual</b>	33,654	34,694	35,797
	<b>Hourly</b>	16.18	16.68	17.21
<b>GRH-11</b>	<b>Annual</b>	33,842	34,986	36,109
	<b>Hourly</b>	16.27	16.82	17.36
<b>GRH-12</b>	<b>Annual</b>	34,216	35,339	36,379
	<b>Hourly</b>	16.45	16.99	17.49
<b>GRH-13</b>	<b>Annual</b>	34,507	35,651	36,837
	<b>Hourly</b>	16.59	17.14	17.71
<b>GRH-14</b>	<b>Annual</b>	34,819	36,046	37,253
	<b>Hourly</b>	16.74	17.33	17.91
<b>GRH-15</b>	<b>Annual</b>	35,298	36,504	37,752
	<b>Hourly</b>	16.97	17.55	18.15
<b>GRH-16</b>	<b>Annual</b>	35,693	37,024	38,230
	<b>Hourly</b>	17.16	17.80	18.38
<b>GRH-17</b>	<b>Annual</b>	36,296	37,669	39,000
	<b>Hourly</b>	17.45	18.11	18.75
<b>GRH-18</b>	<b>Annual</b>	36,650	38,064	39,499
	<b>Hourly</b>	17.62	18.30	18.99
<b>GRH-19</b>	<b>Annual</b>	37,398	38,917	40,373
	<b>Hourly</b>	17.98	18.71	19.41

<b>GRH-20</b>	<b>Annual</b>	38,126	39,832	41,350
	<b>Hourly</b>	18.33	19.15	19.88
<b>GRH-21</b>	<b>Annual</b>	38,813	40,518	42,286
	<b>Hourly</b>	18.66	19.48	20.33
<b>GRH-22</b>	<b>Annual</b>	39,541	41,371	43,389
	<b>Hourly</b>	19.01	19.89	20.86
<b>GRH-23</b>	<b>Annual</b>	40,352	42,307	44,325
	<b>Hourly</b>	19.40	20.34	21.31
<b>GRH-24</b>	<b>Annual</b>	41,808	43,930	46,072
	<b>Hourly</b>	20.10	21.12	22.15
<b>GRH-25</b>	<b>Annual</b>	43,472	45,677	47,944
	<b>Hourly</b>	20.90	21.96	23.05
<b>GRH-26</b>	<b>Annual</b>	44,886	47,320	49,691
	<b>Hourly</b>	21.58	22.75	23.89
<b>GRH-27</b>	<b>Annual</b>	46,592	49,026	51,563
	<b>Hourly</b>	22.40	23.57	24.79
<b>GRH-28</b>	<b>Annual</b>	48,235	50,835	53,456
	<b>Hourly</b>	23.19	24.44	25.70
<b>GRH-29</b>	<b>Annual</b>	49,525	52,187	54,995
	<b>Hourly</b>	23.81	25.09	26.44
<b>GRH-30</b>	<b>Annual</b>	50,856	53,726	56,472
	<b>Hourly</b>	24.45	25.83	27.15
<b>GRH-31</b>	<b>Annual</b>	52,790	55,661	58,635
	<b>Hourly</b>	25.38	26.76	28.19
<b>GRH-32</b>	<b>Annual</b>	54,454	57,512	60,549
	<b>Hourly</b>	26.18	27.65	29.11
<b>GRH-33</b>	<b>Annual</b>	56,243	59,342	62,566
	<b>Hourly</b>	27.04	28.53	30.08

<b>GRH-34</b>	<b>Annual</b>	58,115	61,402	64,750
	<b>Hourly</b>	27.94	29.52	31.13
<b>GRH-35</b>	<b>Annual</b>	60,237	63,752	67,205
	<b>Hourly</b>	28.96	30.65	32.31
<b>GRH-36</b>	<b>Annual</b>	62,566	66,206	69,826
	<b>Hourly</b>	30.08	31.83	33.57
<b>GRH-37</b>	<b>Annual</b>	64,792	68,578	72,363
	<b>Hourly</b>	31.15	32.97	34.79
<b>GRH-38</b>	<b>Annual</b>	67,142	71,032	74,922
	<b>Hourly</b>	32.28	34.15	36.02
<b>GRH-39</b>	<b>Annual</b>	69,389	73,486	77,646
	<b>Hourly</b>	33.36	35.33	37.33
<b>GRH-40</b>	<b>Annual</b>	71,635	75,941	80,142
	<b>Hourly</b>	34.44	36.51	38.53

**Salary Scale**  
**Effective July 1, 2015**

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<b>GRH-08</b>	<b>Annual</b>	34,133	35,256	36,358
	<b>Hourly</b>	16.41	16.95	17.48
<b>GRH-09</b>	<b>Annual</b>	34,424	35,547	36,566
	<b>Hourly</b>	16.55	17.09	17.58
<b>GRH-10</b>	<b>Annual</b>	34,674	35,734	36,878
	<b>Hourly</b>	16.67	17.18	17.73
<b>GRH-11</b>	<b>Annual</b>	34,861	36,026	37,190
	<b>Hourly</b>	16.76	17.32	17.88
<b>GRH-12</b>	<b>Annual</b>	35,235	36,400	37,461
	<b>Hourly</b>	16.94	17.50	18.01
<b>GRH-13</b>	<b>Annual</b>	35,547	36,712	37,939
	<b>Hourly</b>	17.09	17.65	18.24
<b>GRH-14</b>	<b>Annual</b>	35,859	37,128	38,376
	<b>Hourly</b>	17.24	17.85	18.45
<b>GRH-15</b>	<b>Annual</b>	36,358	37,606	38,875
	<b>Hourly</b>	17.48	18.08	18.69
<b>GRH-16</b>	<b>Annual</b>	36,754	38,126	39,374
	<b>Hourly</b>	17.67	18.33	18.93
<b>GRH-17</b>	<b>Annual</b>	37,378	38,792	40,165
	<b>Hourly</b>	17.97	18.65	19.31
<b>GRH-18</b>	<b>Annual</b>	37,752	39,208	40,685
	<b>Hourly</b>	18.15	18.85	19.56
<b>GRH-19</b>	<b>Annual</b>	38,522	40,082	41,579
	<b>Hourly</b>	18.52	19.27	19.99

<b>GRH-20</b>	<b>Annual</b>	39,270	41,018	42,598
	<b>Hourly</b>	18.88	19.72	20.48
<b>GRH-21</b>	<b>Annual</b>	39,978	41,725	43,555
	<b>Hourly</b>	19.22	20.06	20.94
<b>GRH-22</b>	<b>Annual</b>	40,726	42,619	44,699
	<b>Hourly</b>	19.58	20.49	21.49
<b>GRH-23</b>	<b>Annual</b>	41,558	43,576	45,656
	<b>Hourly</b>	19.98	20.95	21.95
<b>GRH-24</b>	<b>Annual</b>	43,056	45,240	47,445
	<b>Hourly</b>	20.70	21.75	22.81
<b>GRH-25</b>	<b>Annual</b>	44,782	47,050	49,379
	<b>Hourly</b>	21.53	22.62	23.74
<b>GRH-26</b>	<b>Annual</b>	46,238	48,734	51,189
	<b>Hourly</b>	22.23	23.43	24.61
<b>GRH-27</b>	<b>Annual</b>	47,986	50,502	53,102
	<b>Hourly</b>	23.07	24.28	25.53
<b>GRH-28</b>	<b>Annual</b>	49,691	52,354	55,058
	<b>Hourly</b>	23.89	25.17	26.47
<b>GRH-29</b>	<b>Annual</b>	51,002	53,747	56,638
	<b>Hourly</b>	24.52	25.84	27.23
<b>GRH-30</b>	<b>Annual</b>	52,374	55,328	58,157
	<b>Hourly</b>	25.18	26.60	27.96
<b>GRH-31</b>	<b>Annual</b>	54,371	57,325	60,403
	<b>Hourly</b>	26.14	27.56	29.04
<b>GRH-32</b>	<b>Annual</b>	56,098	59,238	62,358
	<b>Hourly</b>	26.97	28.48	29.98
<b>GRH-33</b>	<b>Annual</b>	57,928	61,131	64,438
	<b>Hourly</b>	27.85	29.39	30.98

<b>GRH-34</b>	<b>Annual</b>	59,862	63,253	66,685
	<b>Hourly</b>	28.78	30.41	32.06
<b>GRH-35</b>	<b>Annual</b>	62,046	65,666	69,222
	<b>Hourly</b>	29.83	31.57	33.28
<b>GRH-36</b>	<b>Annual</b>	64,438	68,182	71,926
	<b>Hourly</b>	30.98	32.78	34.58
<b>GRH-37</b>	<b>Annual</b>	66,726	70,637	74,526
	<b>Hourly</b>	32.08	33.96	35.83
<b>GRH-38</b>	<b>Annual</b>	69,160	73,154	77,168
	<b>Hourly</b>	33.25	35.17	37.10
<b>GRH-39</b>	<b>Annual</b>	71,469	75,691	79,976
	<b>Hourly</b>	34.36	36.39	38.45
<b>GRH-40</b>	<b>Annual</b>	73,778	78,229	82,555
	<b>Hourly</b>	35.47	37.61	39.69

**COMMON GRID**  
**Effective July 15, 2015**

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

**List of Classifications**

<b><u>Classification Title</u></b>	<b><u>Class Number</u></b>	<b><u>Pay Range</u></b>
Accounting Clerk I	0205	GRH-21
Cook I	7116	GRH-20
Co-operative Apartment Relief Worker	6816	GRH-19
Co-Operative Apartment Supervisor	6817	GRH-32
Family Support Worker	6813	GRH-26
Group Home Counsellor	6810	GRH-25
Senior Group Home Counsellor	6812	GRH-26

**\*SCHEDULE "B"**

**TWELVE HOUR SHIFTS**

3.01 Definitions

- (a) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer, including periods of special leave without pay not exceeding 160 working hours in the aggregate in any year, unless otherwise specified in this Agreement.

11.03 Warnings

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

13.05 Trial Period

The successful applicant shall be placed on trial for a period of 347 working hours. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of 347 working hours. In the event that the successful applicant proves unsatisfactory, as assessed by the Employer, 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, transferred or hired because of the re-arrangement of positions shall also be returned to his/her former position or status, 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.

14.01 Hours of Work

- (a) The hours of work shall be an average of eighty (80) hours per fortnight divided into twelve (12) hours, or a combination of twelve (12) hours and eight (8) hours.

14.02 Consecutive Shifts

- (c) Employees shall not be scheduled for more than three (3) consecutive days of work unless mutually agreed otherwise between the supervisor and the employee.

14.03 Rest Periods

- (a) Each employee shall receive a rest period of fifteen (15) consecutive minutes during every four (4) hours worked at a time to be schedule by the Employer.

14.04 Weekends Off

- (b) Days off shall be planned in such a way as to distribute weekends off so that employees shall receive a minimum of two (2) weekends out of every four (4) weekends unless otherwise mutually agreed between the Employer and the employee. The Employer shall endeavour to grant every second weekend off.

14.07 Rest Between Shifts

There shall be at least twelve (12) hours between shifts unless otherwise agreed by mutual consent between the employee and his Co-ordinator/Supervisor.

\*15.07 \*(a) Standby

Employees required by the employer to perform standby duty will be compensated per twelve (12) hour shift, provided the employee is available when called, as follows:

<u>Effective Date</u>	<u>Rate</u>
Date of signing	\$30.60 per twelve hour shift

- \*(b) Employees required by the employer to perform standby duty on a statutory holiday will be compensated per twelve (12) hour shift, provided the employee is available when called, as follows:

<u>Effective Date</u>	<u>Rate</u>
Date of signing	\$33.90 per twelve hour shift

16.01 Holidays

- (a) The following shall be designated paid holidays and employees shall receive eight (8) hours paid leave for each:
  - (a) New Year's Day
  - (b) Good Friday
  - (c) Commonwealth Day
  - (d) Memorial Day
  - (e) Labour Day
  - (f) Armistice Day
  - (g) Christmas Day
  - (h) Boxing Day
  - (i) One (1) additional holiday as mutually agreed.

17.01 Annual Leave

- (a) Length of Vacation

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

- (i) less than 2080 working hours at the rate of 13 1/3 working hours for each 173 1/3 working hours of service;
- (ii) 2080 hours or more but less than 20,800 hours - 160 working hours;
- (iii) more than 20,800 hours but less than 52,000 hours of service - 200 working hours;
- (iv) for more than 52,000 hours of service - 240 working hours.
- (v) the minimal annual leave that can be taken is one (1) hour unless the employee has to be replaced, in which case three (3) hours shall be the minimum.

#### 17.08 Carry Forward of Vacation

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:

- (1) 160 hours annual leave, if he is eligible for 160 hours in any year;
- (2) 200 hours annual leave, if he is eligible for 200 hours in any year;
- (3) 240 hours annual leave if he is eligible for 240 hours in any year.

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

#### 18.02 Sick Leave Accumulation

- (a) An employee is eligible to accumulate sick leave with full pay at the rate of 16 working hours for each 173 1/3 hours of service.
- (b) The maximum number of days of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed 3840 hours.

19.01 Leave - General

Upon written request by the Union to the Co-ordinator/Supervisor, and with the approval in writing of the Co-ordinator/Supervisor, 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 and Component Conventions within the Province, leave with pay not exceeding 24 working 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 16 working hours 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 24 working hours 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 24 working hours 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 forty (40) working hours in any one (1) year. The Employer may grant additional leave without pay for this purpose. In any event, leave under this Clause will not exceed 160 working hours per Home per year.

22.01 Pay on Temporary Assignment to Higher Position

- (a) An employee who is assigned by the Employer to a position for which a higher rate of pay is applicable will receive the salary rate for the assigned position in accordance with the promotion procedure provided that he/she fills that position for a period of at least twelve (12) consecutive working hours.

All other Clauses of the Agreement which have not been amended shall apply to employees who work on a twelve (12) hour shift schedule as they do to all other employees.

## SCHEDULE "C"

### **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, Organization and Management Division of Treasury Board upon request of the employee or the permanent head on behalf of the organization.
7. "Treasury Board" means Treasury Board as constituted pursuant to The Financial Administration Act as now or hereafter amended.
8. "Organization" means the Government of Newfoundland, commission, agency, hospital, or other entity mentioned in Section A.5.

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

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

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

The process of review and/or appeal pursuant to these procedures shall be available to any employee who considers that their position has been improperly classified by the Classification, Organization and Management Division of Treasury Board.

2. A review or appeal shall not be entertained on the grounds:
  - of inadequacy of the pay scale assigned to the pay range number; or
  - that the scope of duties and responsibilities has been improperly assigned to the position by management.

3. A request for review shall be submitted to the Director of Classification, Organization and Management Division, Treasury Board, Confederation Building, St. John's, A1B 4J6 in writing stating:
  - the employee's full name;
  - name of the employing organization and place of work;
  - the classification in respect of which the review is requested;
  - details of the reason(s) why the employee, or the department head on behalf of the organization, considers the present classification is incorrect and the justification for the classification which is considered to be correct.
4. The Classification, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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 "D"**

**BOARD OPERATED RESIDENTIAL SERVICES  
COVERED BY THIS AGREEMENT**

Bay St. George Residential Support Board Co-operative Apartments #2, 3, 4, 5, & 6, Stephenville,  
Newfoundland

Bay St. George Youth Assessment Centre

Bill and Paul's Community Living Arrangement

Cara Transition House, Gander, Newfoundland

Eastern Residential Support Board

Grace Sparkes Transition House

Loretta Bartlett Home for Youth

Martin Martin Group Home

Pine Heights Group Home, Grand Falls, Newfoundland

Shalom Incorporated

T.J. McDonald Achievement Home, Burin

Waypoints

**\*SCHEDULE "E"**  
**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

- 4.2 (a) This allowance shall be paid to employees in the first pay period following April 15 of each year on a pro-rated basis in accordance to his/her hours of work in the previous twelve (12) month period, 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.

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**BERT BLUNDON**  
**On behalf of the Unions**

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**SARAH ANTHONY**  
**On Behalf of the Employers**

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**Date**

---

**Date**

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

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

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

\_\_\_\_\_  
**Witness**  
**President of Treasury Board**

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

\_\_\_\_\_  
**Witness**  
**College of the North Atlantic**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
**Newfoundland Liquor Corporation**

**SIGNED** on behalf of the Municipal Assessment Agency

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

\_\_\_\_\_  
**Municipal Assessment Agency**

**SIGNED** on behalf of the Canadian Union of Public Employees

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

\_\_\_\_\_  
**CUPE**

**SIGNED** on behalf of the Newfoundland and Labrador Nurses' Union

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

\_\_\_\_\_  
**NLNU**

**SIGNED** on the Newfoundland and Labrador Teachers' Association

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

\_\_\_\_\_  
**NLTA**

**SIGNED** on behalf of the Royal Newfoundland Constabulary Association

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**Witness**

**RNCA**

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

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**Witness**

**NAPE**

**\*SCHEDULE “F”**

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

The Employee Benefits Booklet contains a more detailed description of the benefits of the Plan. The following summary has been prepared to outline the basic content of the Plan only, as contractual provisions specified within the group insurance policies prevail. You may also refer to Government’s website, [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 \$1,000,000.

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 \$10,000 in respect of your spouse and \$5,000 in respect of each insured dependent child.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

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

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

**Schedule of Benefits**

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

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

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

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

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

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

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

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

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

- All Toes of One Foot
- Hearing in One Ear

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

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

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

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

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

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

Repatriation Benefit	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 75, 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 75 without payment of premiums. To have premiums waived, the employee must be totally disabled for at least four months, at which time claim forms must be submitted on a timely basis. Proof of prolonged disability may be required every year.

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

#### **Hospital Benefit**

If you or any of your insured dependents are confined in a hospital on the recommendation of a physician, coverage is provided for semi-private room accommodation at 100%, to a daily maximum of \$60.00

#### **Prescription Drug Benefit**

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

#### **Vision Care Benefit**

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

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

- b) Up to 100% of covered eligible expense of \$125 for eyeglass lenses and frames and 100% of a covered eligible expense of \$175 for bifocal lenses and frames limited to one expense in every three calendar years 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 limited to a maximum of ninety (90) days per trip, for travel within Canada. The maximum of 30 days is afforded for travel outside Canada and will commence from the actual date of departure from Canada. Additional coverage is available from Desjardin Financial Security on an optional pay all basis.

**It is important to note** that coverage is provided for emergencies only related to accidents or unexpected illness while traveling outside your province of residence. If you have an existing medical condition, the condition must be stable before traveling to have coverage for that condition. Stable means that in the last 3 months before leaving, there has been no hospitalization, no increase or modification in treatment or prescribed medication dosage or no symptom for which a reasonably prudent person would consult a physician. Stable dosage does not apply if you are a diabetic.

## **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.
- Casuals/hourly employees are eligible once they meet policy criteria of having worked 50% or more of previous years total hours
- 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. 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.

### **Employee/Retiree Responsibility**

#### **Employees/Retirees should note that they also have responsibilities to fulfill.**

- You are responsible for ensuring that you have applied for the coverage you wish to have for yourself on your enrolment forms and your dependents within the appropriate time frames.
- You are responsible to change your coverage from single to family within the appropriate time frame. If the coverage is not changed within 31 days of acquiring your first eligible dependent an Evidence of Insurability on Dependents is required for approval.
- You are responsible to add a spouse to this plan in the event that he or she loses coverage under another plan within a 31 day period following the loss of coverage to avoid having to provide medical evidence.
- You are responsible for examining payroll deductions for all group insurance benefits. This will ensure accuracy and allow for corrections on a timely basis.

- You are responsible for amending your coverage to delete any coverage you no longer require. Contributions which you have paid are not refundable if they were consistent with the application on file.
- You are responsible for effecting conversion of the coverage eligible to be converted upon the earlier of termination of employment or at age 65.
- You are responsible for completing the necessary forms required for continuing benefits while on maternity leave, sick leave, special leave without pay, retirement, etc. It is extremely important these arrangements be made prior to commencing eligible leave. For continuation of group life and health insurance while on temporary lay-off or on unpaid leave you are responsible for the payment of the full premium amount and failure to remit on the required monthly basis will result in termination of coverage.
- You are responsible for providing appropriate claim information necessary to process LTD and/or Waiver of Premium claims as well as to ensure notice of claim/proof of claim where necessary has been provided within appropriate time frames as required under the contract.
- You are responsible for completing appropriate forms necessary for such things as change of address, addition of new dependent, and other significant matters that can change or otherwise affect your coverage.
- You are also responsible to register coverage student dependents between age 21 and 25 at the beginning of each school year. Failure to do so may impact coverage.
- In situations where a refund or recovery of premiums are being considered due to error, a case-by-case analysis will be performed, however the standard policy is that the maximum amount of time for a refund or recovery of premium will be 12 months from the date of the error.

**SCHEDULE "G"**  
**AGREEMENTS (NAPE)**

Air Services  
Central Laundry  
College of the North Atlantic Faculty  
College of the North Atlantic Support Staff  
Gander and District Continuing Care  
General Service  
Board Operated Residential Services  
Health Professionals  
Hospital Support Staff  
Lab & X-Ray  
Maintenance and Operational Services  
Marine Service Workers  
Newfoundland & Labrador Liquor Corporation  
Waterford Hospital Support  
Workplace Health Safety & Compensation Commission  
Ushers

**AGREEMENTS (CUPE)**

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

**SCHEDULE "H"**  
**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 "I"**

**DEFERRED SALARY LEAVE PLAN**

1. Purpose

The Deferred Salary Leave Plan (the Plan) is provided within the conditions of the Income Tax Act to enable an employee to defer a portion of salary for up to six (6) years to be received thereafter during a leave of absence period for educational or other personal purposes. The leave of absence shall normally be for a minimum period of six (6) months up to a maximum of one (1) year but may be for a three (3) month period or more for full-time attendance with the Employer.

2. Eligibility

A permanent employee who has completed the prescribed probationary period shall be eligible to participate in the Plan.

3. Application by Employee

An employee who wishes to participate in the Plan must make written application to the Employer by January 31 in any year. If approved for participation, the employee will complete a contract of participation and deductions will commence the first payroll following April 1 of that year.

4. Deduction and Leave of Absence Payment

- (a) A participant in the Plan shall have deducted a minimum of ten percent (10%) up to a maximum of thirty-three and one-third percent (33 1/3%) of the employee's annual salary before taxes. The percentage deducted may be altered only on April 1 of each year.
- (b) During each year of enrolment in the Plan, the employee shall receive the employee's annual salary less the percentage elected for annual deferral. The amount elected for deferral shall be deducted from salary and transferred on a bi-weekly basis for deposit. The interest rate earned on this deposit will be the rate negotiated between the Employer and the financial institution.

- (c) During the period of the leave of absence the employee shall receive on a bi-weekly basis an amount from the fund up to but not greater than the salary that the employee would have received if they were working. Within this limitation, the funds shall be equally disbursed during the period of the leave until the employee's contribution to the fund and accumulated interest is depleted.
- (d) While an employee is enrolled in the Plan and not on leave, any benefits tied to salary level shall be structured accordingly to the salary the employee would have received had the employee not been enrolled in the Plan.
- (e) While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had the employee not been enrolled in the Plan.
- (f) All statutory, group insurance, and pension plan contributions will continue on the regular cost-shared basis between the employee and the employer.
- (g) Notwithstanding any other provision of this Plan, all statutory deductions shall be in accordance with Revenue Canada rulings and all pension plan contributions shall be in accordance with the appropriate Pensions Act.
- (h) Each year a Deferred Salary Leave Committee, consisting of an equal number of Employer and NAPE representatives, shall meet and review the amount of deferred salary together with accumulated interest. Each participant in the Plan shall receive an annual statement of the funds deposited and accumulated interest.

5. Other Conditions

- (a) Upon return from leave, the employee shall be given the same position or a comparable position unless it is mutually agreed between the employee and the Employer that the employee return to a particular position.
- (b) Leave under this Plan shall be credited as service for purposes of:
  - i. Seniority
  - ii. Step Progression
  - iii. Pension
  - iv. Severance Pay

Vacation shall not accrue during the period of the deferred salary leave.

- (c) In the event that a suitable replacement cannot be found for an employee due to receive a leave, the Employer may defer the leave for up to one (1) year. In this instance, the employee may choose to remain in the Plan or the employee may withdraw and receive any monies and interest accumulated to the date of withdrawal.

- (d) Pension contributions shall be paid on the salary the employee would have received had the employee not entered the Plan or gone on leave. These payments will be made during each year of enrolment including the period of leave and will be the normal contribution rate as required under the appropriate Pensions Act.
- (e) In accordance with Revenue Canada requirements, all employees who receive a leave of absence in accordance with this Plan guarantee that they will return to employment with the Employer for a period of time that is not less than the period of the leave of absence.
- (f) All employees wishing to participate in the Plan shall be required to sign a Contract of Participation as attached before final approval for participation will be granted.
- (g) Employees will continue their normal payment of Union dues during each year of enrolment including the period of leave.

6. Withdrawal

- (a) An employee may withdraw from the Plan, at any time for any reason, and receive all monies deferred to the fund plus accumulated interest. An employee must withdraw upon resignation of employment.
- (b) An employee whose employment is terminated or who is laid off in accordance with Article 24, will be paid out all monies deferred plus accumulated interest.
- (c) Should an employee die while participating in the Plan, any monies deferred to the fund plus accumulated interest will be paid to the employee's estate.
- (d) An employee who withdraws from the Plan is required to wait a minimum of twelve (12) months before applying again.
- (e) Payment to the employee shall be made within sixty (60) days of withdrawal from the Plan. Income tax will be payable on the amount withdrawn.

7. Changes in the Plan

Changes in the Plan may be made from time to time subject to mutual agreement between the parties.

**SCHEDULE “J”**  
**JOB SHARING GUIDELINES**

The following are guidelines to assist Employers and members of N.A.P.E. in job sharing arrangements. The guidelines in no way obligate either party to enter into a job sharing arrangement, but rather provide guidance where the parties mutually agree to enter into such an arrangement. Nothing in these guidelines shall be interpreted to limit the right of any Employer and the Union to mutually agree to vary these guidelines, and nothing shall be interpreted so as to alter any existing job sharing agreements between the Union and any Employer. It is hoped that job sharing will improve the quality of life for employees who wish to avail of it.

The suggested guidelines are as follows:

- (1) that job sharing be a voluntary employee initiated arrangement;
- (2) that a job sharing arrangement be defined as one normal full-time position shared by two employees, each working 50% of the position;
- (3) that the employees have the ability to self-schedule based on one normal full-time position;
- (4) that all the benefits of the Collective Agreement be shared equally between the employees. These benefits not be any less than the part-time benefits currently outlined in the Collective Agreement, (i.e., all benefits applicable to part-time be extended to job sharing as well).

Employees who occupy a full-time position would initiate a potential job sharing arrangement and would enter into discussion with the Employer to establish the arrangement. Such an arrangement would have to be agreeable to the Employer and the Union, and the Employer would be permitted to limit the number of full-time positions available for job sharing.

Once the job sharing arrangement has been approved by the Employer for a particular full-time position, a job sharing partner would have to be located for the initial incumbent. The selection of a job sharing partner would have to be conducted via an agreed upon mechanism with the Union. Such a mechanism could include job posting as per the Collective Agreement.

Once a job sharing partner has been selected, the full-time position would be shared between the two employees on a 50-50 basis. The employees shall work 50% of the normal regular hours over a 4 to 6 week period. The employee shall be paid each pay period as if he/she worked 50% of the normal regular hours in that pay period regardless that the employees' self-scheduling may result in one job sharing partner working greater than 50% of the normal regular hours in the pay period being paid. This will ensure consistency for payroll and benefits. Benefits would be applied as would be for a part-time employee (ie., on a pro-rated basis).

Employees engaged in a job sharing arrangement would be permitted to engage in self-scheduling. The Employer would post the applicable work schedule as they would for a full-time employee, however, the job sharing employees would decide amongst themselves who shall work which particular shifts on a 50-50 basis. Once the work schedule has been decided upon, the employees would seek the approval of the Employer one week in advance of the commencement date of the work outlined, provided the schedule is posted two (2) weeks in advance. Shifts shall be equitably shared, unless mutually agreed (i.e., days/nights).

The employees engaged in a job sharing arrangement may be permitted to have a trial period. The trial period would be a specified period of time agreed upon between the Employer and the employees engaged in the arrangement. For reasons other than an unsuccessful trial period, should the regular incumbent of the position leave, the job should be posted in accordance with the Collective Agreement. If the employee other than the regular incumbent leaves, the regular incumbent in the position will revert back to the full-time position.

NOTE: A notice period to the Employer for the discontinuance of a job sharing arrangement should also be predetermined.

Should there be a need for leave replacement for either of the employees engaged in the job sharing arrangement, the other job sharing partner may be given the first opportunity to fill in as a replacement.

**MEMORANDUM OF AGREEMENT**

**RE: Article 13.04**

It is agreed by both parties that the well being of a resident involved in life threatening behaviour is of paramount importance. Should a matter of concern arise on the promotion or transfer of an employee because of a life threatening situation involving a resident, such a matter will be discussed by the Labour Management Liaison Committee or a full staff meeting, whichever is appropriate. Should this procedure not resolve the matter of concern, such matter may be referred to the parties for consultation and any action deemed appropriate or to refer the issue to a third party.

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**Frank Pittman, NAPE**

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**Elizabeth Lane,**

**MEMORANDUM OF UNDERSTANDING**

**BAY ST. GEORGE RESIDENTIAL SUPPORT BOARD**  
**CO-OP APARTMENT NUMBER 2, 3, 5 & 6**

The Employer and the Union agree that the following conditions shall apply to the Bay St. George Residential Support Board Co-Operative Apartments Numbers 2, 3, 5, & 6 Stephenville, which effective the date of signing of this Memorandum shall come under the NAPE Master Board Operated Residential Services Collective Agreement.

1. Wherever applicable, “Co-op Apartment” will be substituted for “Board Operated Residential Services”.
2. The words “Live-In Supervisor” and “Relief Worker” will be used for the Co-Op Apartment, where applicable, wherever the Board Operated Residential Services Collective Agreement refers to “Co-ordinator” and “Counsellor”, respectively.
3. Amend Article 2.01 to read:
  - (a) The employees provide support to Persons with a Disability to assist them to participate more fully in the community and to develop increased independence in their lives.
  - (b) All parties recognize the importance of the right of Persons with a Disability to self-determination. This means that Persons with Disabilities, together with their Family or Advocate will have fundamental rights in the decision-making process about their living arrangements and the support that is appropriate.

Therefore, the Union recognizes and agrees that all rights, power and authority to operate, manage and direct the working force is rested exclusively with the Employer following consultation with Persons with a Disability, together with their Family and/or Advocate, except as specifically abridged or modified by the express provisions of this Agreement.

4. Clause 3.01 shall have added: (i) Persons with a Disability means the person(s) who have been accepted by the Employer to receive support; (ii) Family or Advocate means the family or advocate of the Persons with a Disability that may assist the Persons with a Disability in supported decision making.
5. Amend 4.03 (b) (4) to read: Co-ordinator(s) in a family model Board Operated Residential Service who live in as parents and Live-In Co-op Apartment Supervisor(s), according to the current practice that is in place on the date of signing this Memorandum of Understanding (MOU).

6. Clause 12.01 shall have added: Seniority shall be the directing factor when any decision is made with regard to work of the Bargaining Unit providing that the employee concerned has the necessary qualifications including skills, experience, training and the perceived ability to relate to a Person with a Disability to perform the required work. Determination of qualifications shall be made by the Employer.
7. Clause 13.04 shall have added new paragraph:  
  
“In assessing Employee(s) qualifications, the Employer shall take a number of measures to ensure that senior employees are given consideration over junior employees with respect to recall, layoff and filling of vacancies. The Employer agrees to set up a committee of the Board, to include Employer’s Representatives, appropriate professionals, Persons with a Disability and Family or Advocates. The Employer agrees to give the opportunity of an interview to employees in determining their qualifications. The purpose of this Clause is to ensure that employees are given full consideration in an open way and to fully comply with the obligations set out in the seniority provisions, pursuant to article 12.01.
8. Clause 24.02 (a) & (b) shall have added “consistent with Clause 12.01”.
9. Monetary benefits will be paid to “Relief Workers” in accordance with the NAPE Master Board Operated Residential Services Agreement, effective date of signing, with the exception of salaries which will be paid at the applicable step of the GRH salary scale effective December 1, 1994.

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**Signed on behalf of Union (NAPE)**

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**Signed on behalf of Employer**

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**Witness**

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**Witness**

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**Date**

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**Date**

**MEMORANDUM OF UNDERSTANDING**

**BAY ST. GEORGE RESIDENTIAL SUPPORT BOARD  
CO-OP APARTMENT NUMBER 4**

The Employer and the Union agree that the following conditions shall apply to the Bay St. George Residential Support Board Co-operative Apartment Number 4, Stephenville, under the NAPE Master Board Operated Residential Services Collective signed on December 6, 1990:

1. Wherever applicable, "Co-op Apartment" will be substituted for "Board Operated Residential Services".
2. Amend 4.03 (b)(4) to read: Co-ordinator(s) in a family model Board Operated Residential Service who live in as parents and Live-in Co-op Apartment Supervisor(s), according to the current practice that is in place on the date of signing this Memorandum of Understanding (MOU).
3. The words "Live in Supervisor" and "Relief Worker" will be used for the Co-op Apartment, where applicable, wherever the Board Operated Residential Services Agreement refers to "Co-ordinator" and "Counsellor", respectively.
4. Salaries will be paid to employees who are working at the Co-op Apartment as of the signing date of this MOU at the applicable Board Operated Residential Services salary scale with effect from January 2, 1991. All employees hired at the Co-op Apartment after the signing date of the MOU will be paid at the applicable Co-op Apartment salary scale.

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**Signed on behalf of Union (NAPE)**

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**Signed on behalf of Employer**

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**Witness**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**MEMORANDUM OF UNDERSTANDING  
EASTERN RESIDENTIAL SUPPORT BOARD  
HOMES FORMERLY ADMINISTERED BY TWIN CITIES**

The Employer and the Union agree that the following conditions shall apply to the Twin Cities Residential Support Board Co-operative Apartments which, effective the date of signing of this Memorandum, shall come under the NAPE Master Board Operated Residential Services Collective Agreement.

1. Where applicable, "Co-op Apartment" will be substituted for "Board Operated Residential Services."
2. The words "Live-In Supervisor" and "Relief Worker" will be used for the Co-op Apartment, where applicable, wherever the Board Operated Residential Services Collective Agreement refers to "Co-ordinator" and "Counsellor", respectively.
3. Amend 4.03 (b) (4) to read: Co-ordinator(s) in a family model home who live in as parents and Live-In Co-op Apartment Supervisor(s), according to the current practice.
4. **Clause 14.02 shall have added:**  
14.02(d) Staff scheduling during the vacation of a person with a disability shall be mutually agreed to between the employee(s) involved and the Employer.
5. It is agreed that the seniority lists drawn up by the Employer at date of signing of this memorandum are accurate. Further, it is agreed that A. Pope, S. Feltham, R. Whitten, K. Sullivan, and T. Hackett will have the status of "permanent employee" for the purpose of Clause 12.01 and Article 13, even though they occupy temporary positions.
6. Monetary benefits will be paid to "Relief Workers" in accordance with the NAPE Master Board Operated Residential Services Agreement, effective date of signing, with the exception of salary which shall be paid at the applicable step of the GRH salary scale effective December 1, 1994.

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**Signed on Behalf of Eastern Residential  
Support Board**

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**Signed on Behalf of Newfoundland  
Association of Public & Private Employees**

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**MEMORANDUM OF UNDERSTANDING**  
**CARA TRANSITION HOUSE**

The Employer and the Union agree that Cara Transition House will become a signatory to the NAPE Master Board Operated Residential Services Collective Agreement signed December 6, 1990 subject to the following conditions:

1. Article 4, Recognition, shall have added Clause 4.03 (d) which reads as follows:  
Notwithstanding Clause 4.03 (a) both parties recognize the role of the Administrator of Cara Transition House and the occasional necessity of this position to become involved in the routine work of the transition house and both parties agree to continue this practice such that it facilitates the provision of quality service to clients without a reduction in the number of bargaining unit employees and their hours of work.
2. Clause 4.06 (a), Shop Stewards, shall be amended to read as follows:  
The Employer acknowledges the right of the Union to appoint or elect one (1) Shop Steward.
3. Clause 11.01, Probationary Period, shall be amended to indicate a six hundred and forty (640) hour probationary period.
4. Article 14, Hours of Work, shall be amended to the following:  
14.01 (a) The scheduling of hours of work for full time and part-time employees shall be set in accordance with current practice unless altered by agreement between the Administrator and the Union.  
(b) Inclusive of meals, the normal daily hours of work for full-time employees may either be eight (8) hours per day, or twelve (12) hours per day depending on the shift schedule.  
(c) During the meal period employees may be permitted to leave the premises depending on the requirements of the Board Operated Residential Service.  
  
14.02 An employee on layoff, having seniority, shall continue to be called back to work until she has worked full-time weekly hours, before calling employees with less seniority, providing that doing so does not result in any extra cost to the Employer.  
  
Article 14 will also include Clause 14.08 and 14.09 of the Board Operated Residential Services Master Agreement.
5. Article 18, Sick Leave, shall have added the following Clause:  
  
18.10 A temporary employee shall not receive sick leave if the temporary employees refuses recall from layoff due to illness, but the temporary employee shall earn service for seniority purposes only for the time that she did not report to work because of illness. Sick leave may only be awarded to a temporary employee who

commences work and subsequently qualifies for sick leave under this Article. The temporary employee who refused recall due to illness shall report to work after her illness providing work is still available and providing the temporary employee gives the Employer reasonable notice.

6. Clause 27.04, Parking Facilities, shall not apply to Cara Transition House.
7. Clause 27.08, Contracting Out, shall be amended to read as follows:  
Bargaining unit work shall not be contracted out in such a manner as to cause layoff or loss of present benefits of employees in the bargaining unit.
8. Schedule A shall be amended to read as follows:  
Step Progression
  1. Step Progression is implemented for those who have over 12 months seniority prior to date of signing.
  2. Employees shall continue to advance one (1) step annually on their respective salary scales effective the date when twelve (12) months of accumulated service is accumulated.
  3. New employees shall advance one (1) step annually on their respective salary scales effective the date when twelve (12) months of service is accumulated and thereafter from year to year for each additional twelve (12) months of service accumulated.
  4. For employees other than those employees who are considered permanent (full time) employees under this agreement, these employees will receive a step advancement on a pro rated basis (ie. when these employees work an equivalent of twelve (12) months of service).
9. All benefits of the Board Operated Residential Services Agreement are effective date of signing of this memorandum, with the exception of the Pay Equity Adjustment which is effective April 18, 1995.

\_\_\_\_\_  
**Signed on Behalf of Newfoundland  
Association of Public & Private Employees**

\_\_\_\_\_  
**Signed on Behalf of Cara Transition  
House**

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**MEMORANDUM OF UNDERSTANDING**  
**GRACE SPARKES TRANSITION HOUSE**

The Employer and the Union agree to become signatories to the Board Operated Residential Support Board Master Collective Agreement effective the date of signing of the 2001 collective agreement with the understanding that the following provisions apply:

- 14.01 (a) The existing 84 hour bi-weekly schedule shall continue with the understanding that the four (4) hours worked in excess of 80 hours shall be paid at straight time rates. Employees will have the option of being paid for these four (4) additional hours or taking accrued time off, subject to the approval of the Employer. Such accrued leave cannot be carried over to another year.
- (b) Employees shall be paid meal brakes as per current practice.
- (c) During the meal break, employees may be permitted to leave the premises depending on the requirements of the Employer.
  
- 17.01 (a) An employee shall receive vacation with pay in accordance with his/her years of employment as follows:
  - (a) less than one (1) year at the rate of 13.3 hours for each month of service;
  - (b) one (1) year or more but less than ten (10) years of service, 160 hours;
  - (c) more than ten (10) years but less than twenty-five (25) years of service, 200 hours;
  - (d) for more than twenty-five (25) years, 240 hours.
  
- 24.02 The practice of recalling temporary employees in order of seniority within the affected classification shall continue

\_\_\_\_\_  
**Signed on behalf of NAPE**

\_\_\_\_\_  
**Signed on behalf of the Employer**

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

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**Witness**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**MEMORANDUM OF UNDERSTANDING**  
**BAY ST. GEORGE YOUTH ASSESSMENT CENTRE**

The Parties agree that the group of employees, as ordered by the Labour Relations Board on December 20, 2001, employed by the Bay St. George Youth Assessment Centre shall be covered by the Board Operated Residential Services Master Agreement (signed November 13, 2001) between the Newfoundland and Labrador Association of Public and Private Employees, Her Majesty the Queen in Right of Newfoundland (represented by Treasury Board) and the Bay St. George Youth Assessment Centre (Employer) effective May 6, 2002.

The Employer and the Union agree that the following shall apply to the Bay St. George Youth Assessment Centre as it relates to the NAPE Master Agreement for Board Operated Residential Services;

1. Hours of Work

- (a) The existing schedule of eighty-four (84) hours bi-weekly shall continue with the understanding that the four (4) hours worked in excess of eighty (80) hours shall be paid at straight time rates. Employees shall have the option to be paid for these four (4) additional hours or taking accrued time off, subject to the approval of the Employer. Such accrued leave cannot be carried over to another year.
  - (b) Subject to operational requirements, the working schedule for each employee showing the shifts and days off shall be posted one (1) year in advance.
  - (c) Subject to operational requirements, the current practice with respect to employees receiving every second weekend off shall continue.
  - (d) Subject to operational requirements, employees shall not be required to work more than two (2) consecutive weeks of nights, unless mutually agreed.
  - (e) The Employer reserves the right to terminate this arrangement, provided two (2) weeks notice is provided to all affected employees.
2. The Employer reserves the right to alter shift assignments to allow for male/female teams when female youth are in residence.
3. The current past practice of paying employees at straight time rates for attending scheduled staff meetings shall remain in effect for the term of this agreement. Employees who attend such meetings will be paid for minimum of two (2) hours.
4. The Employer may require that a medical certificate be submitted prior to the approval of any periods of sick leave.

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**Signed on Behalf of NAPE**

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**Signed on Behalf of Employer**

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**Witness**

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**Witness**

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**Date**

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**Date**

**MEMORANDUM OF UNDERSTANDING**  
**MARTIN MARTIN GROUP HOME**

The Parties agree that the group of employees, as ordered by the Labour Relations Board on February 20, 2001, employed by the Martin Martin Group Home shall be covered by the Board Operated Residential Services Master Agreement (signed November 13, 2001) between the Newfoundland and Labrador Association of Public and Private Employees, Her Majesty the Queen in Right of Newfoundland (represented by Treasury Board) and the Martin Martin Group Home (Employer) effective July 31, 2002.

The Employer and the Union agree that the following shall apply to the Martin Martin Group Home as it relates to the NAPE Master Agreement for Board Operated Residential Services;

1. The parties agree that a seniority list shall be posted for 30 days following the signing of this MOU to give employees an opportunity to review it's accuracy. If there are no inaccuracies identified during the 30 day posting, the seniority list shall be considered to be accurate.
2. Notwithstanding Article 18, the Employer may require that a medical certificate be submitted prior to the approval of any periods of sick leave, provided the medical certificate is requested at the time sick leave is requested. The Employer shall not develop a standard policy to request such certificates after a specified duration of sick leave. With respect to this item, either party may with thirty (30) days notice cancel this arrangement. In such instance the parties will revert to the language of Article 18.
3. Temporary employees shall be eligible for sick leave if they have been scheduled for the shift in question for a minimum of 24 hours prior to its commencement and subsequently become sick.
4. The parties agree to attempt to resolve the union's issues on recent disciplinary action on a without prejudice basis. Any agreement reached through this process shall take the form of a without prejudice MOU.
5. Employees who are temporarily assigned outside the bargaining unit shall continue to earn seniority, unless they would have otherwise been laid off, and remain members of the bargaining unit. Such employees shall continue to pay union dues during the term of their temporary assignment.

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**Signed on Behalf of NAPE**

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**Signed on Behalf of Employer**

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**Witness**

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**Witness**

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**Date**

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**Date**

**MEMORANDUM OF UNDERSTANDING**  
**EASTERN RESIDENTIAL SUPPORT BOARD**  
**LIVE-IN SUPERVISOR POSITIONS**

The Employer and the Union agree that, effective February 20, 2002, the Live-In Supervisor positions of the Eastern Residential Support Board are to included in the NAPE Group Homes Master Collective Agreement signed November 13, 2001 subject to the following terms and conditions:

1. The following articles are deemed not to apply to the Live-In Supervisor positions:
  - i) Article 14.03 **Rest Period** is deemed not to apply to the Live-In Supervisor positions for the overnight shift.
  - ii) Article 14.09 (a) **Shift Differential** is deemed not to apply to the Live-In Supervisor overnight shift.
  - iii) Article 15.08 **Double Shift** shall be deemed not to apply as it relates to the overnight shift of the Live-In Supervisors.
  
2. For the purposes of **Leave** the following shall apply:
  - i) Live-In Supervisors on approved leave on their day shift for less than eight (8) hours shall retain responsibility for the entire overnight shift.
  - ii) Live-In Supervisors on approved leave for the entire regular day shift will not be responsible for the overnight component.
  - ii) With regard to leave for Live-In Supervisors during the overnight component only, approved leave will be at the discretion of the Employer.
  
- 3 For the purposes of **Article 14.01 Hours of Work** the Live-In Supervisors are to continue under the existing scheduling arrangement and hours of work with a normal day to consist of an eight (8) hour working component and an eight (8) hour overnight component.
  
- 4 Live-In Supervisors will continue to be responsible for the day to day operation of the unit in which they are assigned including the scheduling and supervision of staff working at the home as well as continue with their regular hands on duties with the clients and program responsibilities.
  
- 5 Effective July 1, 2002 all Live-In Supervisors will be placed on the GRH-32 scale with individuals being placed on the next highest step if their present salary falls between two steps on the scale. Individuals whose salary falls above the top step of the GRH-32 scale will be red circled in accordance with Government's Red Circling Policy.
  
- 6 Once the new Live-In Supervisor positions have been classified all incumbents will be placed on the new assigned GRH scale according to the following:
  - i) Should the existing GRH-32 pay level fall below the assigned scale through classification the incumbent will be placed on step 1 of the assigned pay scale.

- ii) Should the existing GRH-32 pay level of the Live-In Supervisor fall within the pay levels assigned through classification, the incumbent will be placed on the appropriate step of the assigned scale. In instances where the existing GRH-32 pay level falls between the steps of the assigned pay scale the incumbent will be placed on the higher step.
  - iii) Should the existing GRH-32 pay level for the Live-In Supervisor exceed the top pay level of the assigned classification, these incumbents will be red circled in accordance Government's Red Circling Policy.
- 7
- i) The parties agree that the Live-In / Overnight component is compensated through the classification process and that there shall be no premium pay and/or benefits for that component of the position.
  - ii) Notwithstanding 7 (i) above, time spent attending to the needs of the residents in excess of five (5) cumulative hours per week in any week starting on a Monday and ending on a Sunday shall be banked by employees at straight time rates. This banked time may be used to cover periods of leave or may be paid out to employees, provided the employer is given one week advance notice of such a request. In any event, banked time will be paid out in the last payday of the fiscal year.
- Further, before any such time is credited to an employee's bank, incident reports for each individual incident requiring the Live-In Supervisors attendance with residents during the overnight shift, deemed acceptable to the Employer, is to be completed.
- 8 Each employee shall retain their current employment status of temporary or permanent.
- 9 It is agreed by the parties it is not the intent to replace existing Coop Apartment Relief Workers with Live-In Supervisors.

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**Signed on behalf of NAPE**

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**Signed on behalf of Employer**

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**Witness**

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**Date**

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**Date**

**MEMORANDUMS OF UNDERSTANDING**

A) Article 30 - Travel on Employer's Business

The Employer agrees that, should there be any increase in the mileage, meal, and laundry/valet service rates as a result of the General Services Travel Review Committee, the new rates shall apply to the Board Operated Residential Services Collective Agreement.

B) The Employer agrees to facilitate and implement a deferred salary leave plan shown in Schedule "J".

C) Re Public Service Pension Plan

Should the majority of employees with an individual Board Operated Residential Service covered by this Agreement vote to join the Public Service Pension Plan, the Employer agrees to apply to become a member of the Plan, subject to the eligibility criteria and benefit package in place at the time the application is made.

The Pension Division will conduct educational seminars prior to employees voting to become members of the Public Service Pension Plan or the Government Money Purchased Pension Plan.

D) Orientation - Eastern Residential Support Board

The Employer and Union agree to defer the issue of orientation of employees with the Eastern Residential Support Board to an internal committee.

E) Shift Differential

In the event the Hospital Support Staff negotiate a change to shift differential rates, Board Operated Residential Services rates shall be changed proportionately.

F) Employee Benefits

There was agreement on extending benefits of the current group health and insurance plan to temporary employees effective April 1, 2002. The eligibility criteria to be amended as follows:

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

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

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.

November 8, 2013

Mr. Frank Pittman  
Employee Relations Officer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Pittman:

**Re: Staffing/Safety Concerns**

The Employer agrees that safety of residents and staff is a paramount consideration in determining staffing levels for each shift in a Board Operated Residential Services. Therefore the Employer agrees to abide by applicable fire and safety regulations in determining staff levels and will ensure that regular inspections are carried out by fire officials of the respective community. In addition, the Employer agrees, and in fact, encourages employees to bring forth any concerns they may have regarding safety in labour management meetings as provided for in Article 9.01.

Sincerely,

Elizabeth J. Lane

November 8, 2013

Mr. Frank Pittman  
Employee Relations Officer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Pittman:

**Re: Soliciting**

The Employer or any Employer representative shall not solicit or ask for donation of money or goods from employees (e.g. for the benefit of the resident or Board Operated Residential Service requirements).

Sincerely,

Elizabeth J. Lane

November 8, 2013

Mr. Frank Pittman  
Employee Relations Officer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Pittman:

**Re: Staff Facilities**

The Employer agrees that wherever possible, within existing space limitations, employees will be provided with an area within the facility for storage of clothes and personal belongings.

Sincerely,

Elizabeth J. Lane

November 8, 2013

Mr. Frank Pittman  
Employee Relations Officer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Pittman:

**Re: Employee Assistance Programs**

Each Board Operated Residential Service covered by this agreement will strike a committee within thirty (30) days of the signing of this agreement to investigate the viability of establishing an Employee Assistance Program. A report will be submitted to the Employer with recommendations.

Sincerely,

Elizabeth J. Lane

November 8, 2013

Mr. Frank Pittman  
Employee Relations Officer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 4M9

Dear Mr. Pittman:

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

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

Sincerely,

Elizabeth J. Lane

November 8, 2013

Mr. Frank Pittman  
Employee Relations Officer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 4M9

Dear Mr. Pittman:

**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,

Elizabeth J. Lane

November 8, 2013

Mr. Frank Pittman  
Employee Relations Officer  
Newfoundland and Labrador Association of Public and Private Employees  
PO Box 8100  
St. John's, NL  
A1B 3M9

Dear Mr. Pittman;

This is to confirm our understanding reached during collective bargaining that, within six (6) months of the effective date of the collective agreement, the parties will meet to discuss the Work of the Bargaining Unit provisions of the collective agreement, specifically in regard to the bargaining unit work performed by Coordinators.

Sincerely,

Elizabeth J Lane

November 8, 2013

Mr. Frank Pittman  
Employee Relations Officer  
NAPE  
PO Box 8100  
St. John's, NL  
A1B 3M9

Re: Requests for Classification Review

In order to facilitate implementation of the new Job Evaluation System (JES) on July 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 July 15, 2015.

Sincerely,

Elizabeth Lane

November 8, 2013

Mr. Frank Pittman  
Employee Relations Officer  
NAPE  
PO Box 8100  
St. John's, NL  
A1B 3M9

Dear Mr Pittman,

Re: Job Evaluation System (JES) Implementation

This will confirm employees will be implemented on to the Government Job Evaluation System effective July 15, 2015 as follows:

- If current salary falls below Step 1 of the new salary scale, employees will advance to step 1 on implementation; or
- If current salary falls between 2 steps of the new salary scale, employees will advance to the next highest step; or
- If current salary is above the maximum hourly rate on the new salary scale, employees will be red-circled at that rate.

Sincerely,

Elizabeth J Lane

## CALCULATION TABLES

For the information *only* of part-time employees, the following tables and examples may be a useful guide for you to determine your benefits pro-rated (see 27.06). To ensure that you receive your proper benefits, you should keep a record of all the hours that you work. Also, keep all your pay cheque stubs.

### Tenths of hour reduced to minutes

.1 hours	=	6 minutes
.2 hours	=	12 minutes
.3 hours	=	18 minutes
.4 hours	=	24 minutes
.5 hours	=	30 minutes
.6 hours	=	36 minutes
.7 hours	=	42 minutes
.8 hours	=	48 minutes
.9 hours	=	54 minutes
.10 hours	=	60 minutes

### Tenths of eight (8) hour day in hours and minutes

.1 days x 8 hours	=	.8 hours of a day or 48 minutes
.2 days x 8 hours	=	1.6 hours of a day or 1 hour 36 minutes
.3 days x 8 hours	=	2.4 hours of a day or 2 hours 24 minutes
.4 days x 8 hours	=	3.2 hours of a day or 3 hours 12 minutes
.5 days x 8 hours	=	4.0 hours of a day or 4 hours 00 minutes
.6 days x 8 hours	=	4.8 hours of a day or 4 hours 48 minutes
.7 days x 8 hours	=	5.6 hours of a day or 5 hours 36 minutes
.8 days x 8 hours	=	6.4 hours of a day or 6 hour 24 minutes
.9 days x 8 hour	=	7.2 hours of a day or 7 hours 12 minutes
1.0 days x 8 hours	=	8 hours of a day

**BOARD OPERATED RESIDENTIAL SERVICES COLLECTIVE AGREEMENT  
CALCULATION DATA**

Number of hours in regular pay period	=	80 hours
Number of hours in regular work day	=	8 hours
Total hours in years (80 x 26 pay period)	=	2080 hours
Total statutory holidays in year	=	9 days
Total statutory holidays in hours (9 x 8)	=	72 hours
Hours in month of Service (2080 ÷ 12 months)	=	173.33 hours
Total minutes in an 8 hour day	=	480 minutes

**TO CALCULATE SICK LEAVE ENTITLEMENT  
OF A PART-TIME WORKER**

Take total hours in year (2080 hours), divide by 12 months to determine hours of work needed to qualify for a month of service ( $2080 \div 12 = 173.33$  hours is equal to one month of service).

Take total hours worked, divide by 173.33 to determine months of service and multiply by sick leave monthly entitlement.

Example:

A person who has worked a total of 1620 hours would be entitled to 18 days, 5 hours, 26 minutes.

$$1620 \div 173.33 \times 2 \text{ days sick leave per month} = 18.68 \text{ days}$$

To work out .68 days to hour and minutes, you multiply .68 by 480, divide by 60 minutes.

$$.68 \times 480 \div 60 = 5.44 \text{ hours}$$

$$.44 \times 60 = 26.4 \text{ minutes} - \text{Rounded} = 26 \text{ minutes}$$

**TO CALCULATE VACATION LEAVE ENTITLEMENT  
OF A PART-TIME WORKER**

Take total hours in year (2080 hours), divide by months to determine hours of work needed to qualify for a month of service (2080 hours ÷ 12 months = 173.33 hours is equal to one month of service).

Take total hours worked, divide by 173.33 to determine months of service and multiply by vacation leave monthly entitlement.

Example:

A person who has worked a total of 1620 hours would be entitled to 15 days, 4 hours vacation leave.

$$1620 \div 173.33 \times 1 \frac{2}{3} \text{ or } 1.66 = 15.50 \text{ days}$$

To work out .50 days to hours and minutes, you multiply .50 by 480, divide by 60 (minutes)

$$.50 \times 480 \div 60 = 4 \text{ hours}$$

## HOLIDAYS

Statutory holidays - pro rata basis

### Examples: Based on Bi-Weekly Pay Periods:

Take hours worked in pay period divided by total hours in pay period (80 hours) multiplied by hours in normal work day (8 hours).

Example: (1)

A person who worked 30 hours in an 80 hour bi-weekly pay period would be entitled to 3 hours pay at their hourly rate.

$$30 \text{ hours} \div 80 \text{ hours} \times 8 \text{ hours per day} = 3 \text{ hours}$$

Example: (2)

A person who worked 60 hours in an 80 hour bi-weekly pay period would be entitled to 6 hours pay at their hourly rate.

$$60 \text{ hours} \div 80 \text{ hours} \times 8 \text{ hours per day} = 6 \text{ hours}$$

Example: (3)

A person who worked 43 hours in an 80 hour bi-weekly pay period would be entitled to 4 hours, 14 minutes pay at their hourly rate.

$$43 \text{ hours} \div 80 \text{ hours} \times 8 \text{ hours per day} = 4.24 \text{ hours}$$

$$.24 \text{ hours} \times 60 \text{ minutes} = 14.4 \text{ minutes}$$

Total 4 hours 14 minutes

If your hourly pay was \$9.31, you should be paid \$39.47.

$$\$9.31 \times 4.24 = \$39.47$$

### Note:

When you work on a holiday, you will be paid in accordance with 16.04, 05, or 06 which will be in addition to your pro-rated benefit for the holidays, as shown above.

### **HOW TO CHECK NUMBER OF STATUTORY HOLIDAYS EARNED BASED ON YEARLY HOURS WORKED**

Take total hours worked in year, divide by total hours in years (2080 hours) multiply by total statutory holidays in year (9 days x 8 hours = 72 hours).

Example: (1)

A person who worked a total of 1824 hours will be entitled to 7 days, 6 hours, 38 minutes.

$$1824 \div 2080 \times 72 \text{ hours} \div 8 \text{ hours per day} = 7.83 \text{ days.}$$

To work out .83 days to hours and minutes, you multiply .83 by 480 (minutes in a day) and divide by 60 minutes in an hour.

$$.83 \times 480 \div 60 = 6.64 \text{ hours}$$

To work out .64 hours to minutes you multiply .64 by 60.

$$.64 \times 60 = 38.4 \text{ minutes}$$

Rounded = 38 minutes

Example: (2)

A person who worked 1000 hours would be entitled to 4 days, 2 hours, 34 minutes

$$1000 \div 2080 \text{ hours} \times 72 \text{ hours} \div 8 \text{ hours per day} = 4.32 \text{ days}$$

$$.32 \times 480 \div 60 = 2.56 \text{ hours}$$
$$.56 \times 60 = 33.60 \text{ minutes}$$

Rounded = 34 minutes