

SOURCE	How. 1K		
EFF.	98	06	02
TERM.	2001	03	31
No. OF EMPLOYEES	6550		
TOTAL	244		

COLLECTIVE AGREEMENT

BETWEEN

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

AND

**THE NEWFOUNDLAND AND LABRADOR HEALTH CARE
ASSOCIATION**

AND

**THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES
(HOSPITAL SUPPORT STAFF)**

Signed: June 2, 1998

Expires: March 31, 2001

ABaird
27.07.2000

11820(01)

THIS AGREEMENT made this 2nd day of June Anno Domino One Thousand Nine Hundred and Ninety-Eight.

BETWEEN

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

AND

THE NEWFOUNDLAND AND LABRADOR HEALTHCARE ASSOCIATION, on behalf of all hospitals and agencies as listed in Schedule "C"

of the one part;

AND

THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES, and its locals.

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Article 1 - Preamble

- 1.01 When interpreting this collective agreement, the parties agree that the respective transition Agreement between the Union and the regional Employers attached in Schedule M must be read in conjunction with the collective agreement.
- 1.02 It is the purpose of the parties of this agreement:
- (a) To maintain and improve harmonious relations and to settle conditions of employment among the Employer, employees, and the Union.
 - (b) To recognize the mutual value of joint discussion and negotiations.
 - (c) To encourage efficiency in operation to the end that the patients of the hospital shall be well and efficiently served.
- And whereas the parties of this Agreement desire to improve the quality of patient care in the hospital and to promote the morale, well being and security of the employees.
- Now, therefore, the parties agree as follows:

Article 2 - Management Rights

- 2.01 The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the hospitals under its control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.
- Should a question arise as to the exercise of management's rights in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the grievance and arbitration procedure.

Article 3 - Recognition

- 3.01 **Bargaining Unit**
- Subject to the letter on Page 187, the Employer recognizes the Union as the sole and exclusive bargaining agent for the classes of employees listed in Schedule A but excluding from such classes special groups listed in Schedule A-1.
- 3.02 **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, 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 3.02 (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 under the scope of Provincial or Federal funded grants or projects; (3) working on projects funded by charitable organizations; and (4) working as on-the-job trainees from a totally publicly

funded institution. Additionally, the Employer agrees that no employee who is on layoff status will lose work, pay or benefits.

- (c) Student nurses will only be hired after the Employer has endeavoured to recruit Nursing Assistants or Personal Care Attendants, depending on the position to be filled. Student nurses will only be hired if there are no Nursing Assistants or Personal Care Attendants on layoff. Student nurses shall be paid at the bottom of the Personal Care Attendant salary scale.

3.03 Full-time, Temporary and Part-time Employees

Employees shall only be hired as full-time, temporary or part-time.

3.04 No Other Agreement

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

3.05 Union Access

- (a) Employees shall have the right at any time to have the assistance of a full-time representative(s) of the Union on all matters relating to Employer-employee relations. Union representative(s) shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances shall not absent themselves from work except with permission from their supervisor, and such permission will not be unreasonably withheld.
- (b) Permission to hold meetings on the premises shall in each case be obtained from the Administrator and such meetings shall not interfere with the operation of the Employer.

3.06 New Positions

When new classifications are developed, the Employer agrees to consult with the Union as to whether such classifications should be included in the bargaining unit. Should the parties be unable to agree, the matter shall be referred to the Labour Relations Board for adjudication.

3.07 Employee Rights

Notwithstanding anything contained in this Agreement, an employee may present a personal complaint to his/her Employer.

3.08 Agreement Overrides Hospital Policy

The provisions of this Collective Agreement shall take precedence over any and all policies, rules, and regulations made by the Employer concerning wages, benefits, or working conditions affecting members of the Union covered by this Collective Agreement.

Article 4 - No Discrimination

4.01 Employer Shall Not Discriminate

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, sex, mental and physical disability, or marital status, nor by reason of his/her membership or activity in the Union.

Article 5 - Union 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 Union according to the constitution and by-laws of the Union.

5.02 New Members

1. a. 2. All new employees shall, as a condition of employment, become and remain members in good standing of the Union from the date of hiring.

Article 6 - Check-Off of Union Dues

**6.01 Check Off Payments

1. c. The Employer shall deduct from every employee coming within the bargaining unit, the monthly dues of the Union.

6.02 Deductions

Deductions shall be forwarded to the President of the Union not later than the 15th day of the month. The Employer will forward to the Union with the first dues deduction cheque following 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 T4 Slips

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

6.04 Deductions to be Made

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

Article 7 - The Employer and the Union Shall Acquaint New Employees

7.01 Acquaint New Employees

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

7.02 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership. Where possible, such interviewing will take place on a group basis during the orientation program for new employees. The steward or representative will provide the new employee with a copy of the Collective Agreement.

7.03 Confirmation of Employee Status

An employee upon hire or recall from layoff will be given a letter of appointment which shall state their type of employment status, e.g. permanent employee, temporary employee or part-time employee.

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

Article 8 - Correspondence

8.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Administrator, the President of the Union and the Local President.

Article 9 - Labour Management Committee

9.01 A Labour Management Committee shall be established consisting of four (4) representatives of the Union and an equal number of representatives of the Employer. The numbers may be reduced by mutual agreement between the parties. The Employer shall be duly notified in writing as to the names of the Union representatives selected.

9.02 Function of Committee

The committee shall concern itself with the following general matters:

- 6.e \
- (i) Promoting safety and sanitary practices;
 - (ii) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
 - (iii) Other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

9.03 Meetings of Committee

The committee shall meet at least once each month, at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent. The committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

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9.04 Chairperson of the Meeting

The meeting of the committee shall be chaired alternately by local representatives of the Union and the Employer.

9.05 Minutes of Meeting

Minutes of each meeting of the committee shall be prepared and signed by the chairperson and vice-chairperson as promptly as possible after the close of the meeting. The chairperson and the vice-chairperson shall each receive four (4) copies of the minutes within three (3) days following the meeting.

9.06 Jurisdiction of Committee

The committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussion. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

9.07 Labour Management Committee

The Administrator and the Local Unit President will endeavour to attend Labour Management Committee meetings.

Article 10 - State of Emergency Due to Weather Conditions

10.01 Adverse Weather Conditions

The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Administrator, the Employer or the appropriate provincial or municipal authority:

- (a) All employees are required to report for duty as scheduled.
- (b) When an employee through no fault of his/her own is unable to report for work because of a declared state of emergency, such employee shall suffer no loss of pay or other benefits, nor shall he/she be required to make **up**, in any way, for the time lost due to not reporting for work.
- (c) Notwithstanding clause 10.01 (a) above, the Employer reserves the right to close down or reduce staffing levels in any department(s) in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of clause 10.01 (b) above.
- (d) An employee who worked during the emergency will be paid at the rate of time and one-half (1 1/2) for all hours worked.
- (e) When an employee through no fault of his/her own is unable to report for work due to adverse weather conditions other than those referred to in (b) above, he/she may be allowed the opportunity to proceed on annual leave or time owed provided he/she has such leave or time owed to his/her credit. In the event an employee has no leave to his/her credit then he/she can borrow annual leave from next year's leave.

11.d.2

Article 11 - Grievance Procedure

11.01 Definition of Grievance

A grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.

11.02 Prompt Procedure

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union stewards to assist any employee in preparing and presenting his/her grievance in accordance with the grievance procedure.

11.03 Shop Stewards

The Employer recognizes the right of the Union to appoint or elect shop stewards on the following basis:

900 - 999 employees	18 shop stewards
800 - 899 employees	17 shop stewards
700 - 799 employees	16 shop stewards
600 - 699 employees	15 shop stewards
500 - 599 employees	14 shop stewards
400 - 499 employees	12 shop stewards
300 - 399 employees	10 shop stewards
200 - 299 employees	8 shop stewards
100 - 199 employees	6 shop stewards
less than 100 employees	4 shop stewards

11.04 Names of Stewards

The Union shall notify the Employer in writing of the name of each steward and the department(s) he/she represents before the Employer shall be required to recognize him/her.

11.05 Processing of Grievances

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Shop stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representative.

11.06 Permission to Leave Work

It is agreed that shop stewards and Local Presidents will not absent themselves from their departments for the purpose of handling grievances without first obtaining permission of the shop steward's and Local President's supervisors and that permission will not be unreasonably withheld.

11.07 Settling of Grievances

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

Step 1 - The aggrieved employee shall within seven (7) calendar days after becoming aware of the occurrence of the grievance, submit his/her grievance to the shop steward or in the absence of his/her shop steward, another shop steward may process the grievance.

Step 2 - If the shop 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 his/her grievance in writing to the employee's supervisor outlining the alleged violation and redress sought. An earnest effort shall be made by all parties to settle the grievance at step 2. The supervisor's reply shall outline his/her objections or disagreement with the grievance.

Step 3 - Failing satisfactory settlement within four (4) calendar days after the dispute was submitted under step 2, the shop steward shall, within a further five (5) calendar days, submit the grievance to the department head or personnel officer, as the case may be, which shall include a written statement outlining the particulars of the grievance and redress sought. If either party considers that it is necessary, the department head or personnel officer, as the case may be, and the shop steward shall meet and make an earnest effort to settle the grievance. Should the parties be unable to agree as to when and where the meeting is to be held, either party may within seven (7) calendar days after receipt of the grievance by the personnel officer or department head, proceed to step 4. Failing settlement, the department head or personnel officer shall render his/her decision within seven (7) calendar days following the meeting and if no meeting was necessary, seven (7) calendar days following receipt of the grievance.

Step 4 - Failing settlement being reached in step 3, the shop steward(s) may, within seven (7) calendar days submit the grievance to the Administrator or his/her designated representative who shall meet with the shop steward(s) and an earnest effort shall be made to settle the grievance. Failing settlement, the Administrator shall render his/her decision within ten (10) calendar days of the receipt of the grievance.

Step 5 - Failing settlement being reached in step 4, either party may refer the dispute to arbitration within fifteen (15) calendar days of the Administrator's decision in step 4.

11.08 **Policy Grievance**

Where a dispute arises involving a question of general application or interpretation of this Agreement, the Union may initiate a grievance and the parties may mutually agree to bypass steps 1, 2 and 3 of this article.

11.09 **Union May Institute Grievances**

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at step 2.

11.10 **Replies in Writing**

Replies to grievances stating reasons shall be in writing at all steps, except step 1

11.11 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meetings.

11.12 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with clause 35.02 shall form part of this Collective Agreement and are subject to the grievance and arbitration procedures.

11.13 Technical Objections to Grievances

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

11.14 Local Presidents

Where reference is made throughout the Grievance Procedure to shop steward, it is agreed that the Local President may process a grievance, if deemed desirable by the Union.

11.15 Time Limits

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

Article 12 - Arbitration

12.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within thirty (30) calendar days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the arbitration board. The **two** (2) nominees shall then meet to select an impartial chairperson.

12.02 Failure to Appoint

If the party receiving the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a chairperson within thirty (30) calendar days of their appointment, the appointment shall be made by the Minister of Employment and Labour Relations upon the request of either party.

12.03 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the board shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure. It shall hear and determine the difference or allegation and render a decision within sixty (60) calendar days from the arbitration hearing.

12.04 Decision of the Board

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

12.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the chairperson of the Board of Arbitration to reconvene the board to clarify the decision, which it shall do within fourteen (14) calendar days.

12.06 Expenses of the Board

Each party shall pay:

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

12.07 Amending of Time Limits

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

12.08 Witnesses

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

12.09 Single Arbitrator

The parties may mutually agree to the substitution of a single arbitrator for an Arbitration Board, in which event the foregoing provisions of articles 12.03, 12.04, 12.05, 12.06 (ii), 12.07 and 12.08 and the provisions of article 13.03 shall apply equally to a single arbitrator where reference is made to an Arbitration Board.

12.10 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.

12.11 Grievance and Arbitration Pay Provision

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

12.12 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.

**12.13 Expedited Arbitration 6 a. 1

Subject to the Agreement of the Employer and the Union, expedited arbitration may be used following Step 5 of the Grievance Procedure. Both parties retain access to the complete arbitration process as described in Article 12 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 may mutually agree to submit a written brief and/or present oral argument to the sole arbitrator. If a written brief is to be presented, and a hearing is required, the briefs must be presented to the arbitrator and the other party, eight (8) days before the hearing date.
- b) The parties agree to draft a list of five (5) 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. The selection of the arbitrator can be contingent on the availability of dates.
- 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, legislation, texts if applicable, and how they apply;
 - remedies requested;argument and rebuttal will be limited to one hour in total 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 to submit evidence, however, they can mutually agree to enter consent items which may include an agreed statement of fact.
- f) Decisions may be issued without having to provide the basis of conclusions. The parties can agree to have a bench ruling on the specific grievance. If the parties cannot agree, then the arbitrator will provide a written award within one week of the hearing.
- 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 to other cases.

- h) Decisions arising out of this procedure will not be considered for judicial review unless the parties have mutually agreed in writing beforehand to allow a decision to have precedent value and eligible for judicial review
- i) Where the parties mutually agree, any step of the process may be altered, if deemed necessary.
- j) The arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions but shall dispose of a grievance by any arrangement which he or she deems just and equitable.

Article 13 - Probation, Discharge, Suspension and Discipline

13.01 Probationary Period

- (a) (i) The probationary period shall be thirteen (13) weeks in all hospitals. The probationary period for part-time and temporary employees shall be equivalent to that of a full-time employee either in working hours or days, whichever is appropriate. A temporary employee shall be allowed to accumulate periods of employment in order to complete his/her probationary period of sixty-five (65) days, if an employee has not completed sixty-five (65) days of work during this period, his/her probationary period may be extended until he/she actually completes sixty-five (65) days of work. For the purpose of this clause, time off with pay, approved by the Employer shall be considered as time worked.
- (ii) Twelve Hour Shifts
The probationary period shall be thirteen (13) weeks in all hospitals. The probationary period of part-time and temporary employees shall be equivalent to that of a full-time employee either in working hours or days whichever is appropriate. A temporary employee shall be allowed to accumulate periods of employment in order to complete his/her probationary period of 487.5 working hours. If an employee has not completed 487.5 working hours during this period, his/her probationary period may be extended until he/she actually completes 487.5 working hours. For the purpose of this clause, time off with pay approved by the Employer shall be considered as time worked.
- (b) Suspension or Discharge
An employee who has completed his/her probationary period may be suspended or discharged but only for just cause. The Employer shall notify an employee in writing of his/her discharge or suspension within seven (7) calendar days of the Employer being made aware of the event giving rise to such discharge or suspension. If such procedure is not followed, then such action shall be deemed null and void.
- (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.

13.02 Shall Omit Grievance Stem

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under article 11, Grievance Procedure. Steps 1, 2 and 3 of the Grievance Procedure shall be omitted in such case.

13.03 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.

13.04 Warnings

- (a) Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal or suspension may follow any further infraction, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall within seven (7) calendar days thereafter, give written particulars of such censure to the employee involved. If such procedure is not followed, such action shall be deemed null and void.
- (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.

13.05 Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within seven (7) calendar days of the event of a complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his/her record for use against him/her at any time.

The report of an employee shall not be used against him/her after eighteen (18) months have elapsed, providing another warning or reprimand relating to the same or similar offence has not been given within that period. The employee's written reply to such notification of dissatisfaction shall become part of his/her record.

This article shall apply in respect of any expression of dissatisfaction relating to his/her work or otherwise which may be detrimental to an employee's advancement or standing with the Employer. All correspondence pertaining to the adverse report, including the report itself, shall be disregarded and subsequently removed from the personal file after eighteen (18) months. The employee shall be responsible to see that any such documents are removed.

13.06 Personal Files

- (a) There shall be one (1) official recognized personal file and this file shall be maintained in the hospital. An employee shall, at any reasonable time, be allowed to inspect his/her personal file and may be accompanied by a representative of the Union if he/she so desires.
- (b) A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received same document by signing the file copy.

13.07 Access to the Grievance Procedure

Subject to clause 13.01 (c) all dismissals, suspensions, and other disciplinary action shall be subject to the grievance procedure as outlined in article 11.

13.08 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 11. Performance evaluations shall not be considered an adverse report.

13.09 Right to be Represented

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

13.10 Justice and Dignity Provision

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

Article 14 – Seniority

NOTE: The respective transition agreement should be referenced when interpreting this clause.

*14.01 Seniority Defined (Permanent Employees)

- * (a) Subject to 14.01 (b), 14.01 (c) and 14.03, seniority is defined as the length of service (excluding overtime) with the Employer in a bargaining unit position, and subject to the provisions of clause 14.04, 23.03, 23.06, 23.09 and 23.10 or any other appropriate article shall date from the last entry into employment with the Employer. Subject to 14.01 (b), seniority shall operate on a bargaining unit wide basis. With effect from July 25, 1994 employees shall continue to accumulate seniority while on unpaid leave provided that the employee would not have been laid off during the period of unpaid leave.

- * (b) Seniority Defined (Temporary Employees)

Subject to clause 14.03, seniority for temporary employees is defined as the length of service (excluding overtime) in a particular department with the Employer and subject to the provisions of clause 14.04, 23.03, 23.06, 23.09 and 23.10 or any other appropriate clause, shall operate on a department wide basis. For the purpose of this clause, Housekeeping, Dietary, Operational and Maintenance and Laundry shall be considered as one (1) department. Nursing shall be considered another department, and all other areas shall be considered as one (1) department. The Nursing Department shall consist of employees in the following classifications: Licensed Practical Nurses, Medical Service Aides, Personal Care Attendants, Ward Clerks, and employees of the CSR and SPD areas.
- (c) Seniority for Employees Placed Back into the Bargaining Unit

An employee whose position is outside the bargaining unit and whose position is negotiated into the bargaining unit by the parties or whose position is included in the bargaining unit by the Labour Relations Board, shall be given seniority equivalent to the employee's length of service with the Employer (either inside or outside the bargaining unit) but excluding overtime as long as he/she remains in the same classification. Should the employee apply for another position within the bargaining unit, the seniority of that employee shall commence from the date that the employee was included in the bargaining unit. Should the employee be subjected to layoff, he/she would only have seniority from the date that he/she was included in the bargaining unit.

14.02 Seniority Lists

- (a) Permanent Employees

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the actual seniority earned by the employee in the bargaining unit. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- (b) Temporary Employees

A seniority list shall be established for temporary employees in each department in each hospital and shall be updated in January and July of each year.

14.03 Probation for Newly Hired Employees

- (a) Newly hired employee(s) shall be on a probationary basis for a period as indicated in clause 13.01 (a) and subject to clause 13.01 (c), shall be entitled to all rights and benefits of this agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.
- (b) Conservation of Seniority

Unless otherwise stipulated in this agreement, employees shall not earn seniority and shall not lose accumulated seniority in the following cases:

 - (1) leave of absence without pay;
 - (2) layoff of less than two (2) years.

- * (c) Accumulation of Seniority Other Than for Time Actually Worked
 Unless otherwise stipulated in this agreement, employees shall accumulate seniority in the following cases:
- | | |
|------------------------|------------------------------------|
| (1) annual leave | (5) maternity leave |
| (2) sick leave | (6) while on Workers' Compensation |
| (3) special paid leave | (7) adoption leave |
| (4) unpaid sick leave | (8) family leave |
- (9) Unpaid leave of absence (effective July 25, 1994) provided that the employee would not have been laid off during the period of unpaid leave.
 No retroactive application

14.04 Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose his/her seniority in the event:

- (a) he/she is discharged for just cause and is not reinstated;
- (b) he/she resigns in writing and does not withdraw his/her letter of resignation within five (5) calendar days of its submission provided the employee gave notice in accordance with clause 21.04 (b);
- (c) he/she is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible;
- (d) he/she is a permanent employee on layoff and who fails to return to work within fourteen (14) calendar days following notice of recall by registered mail for permanent employment at the same HS level or higher and with the same hours of work, provided he/she is qualified, unless he/she cannot return because of sickness or other just cause;

also, upon receipt of notice of recall for permanent employment, if the permanent employee fails to notify the Employer of his/her intentions within two (2) calendar days excluding weekends and holidays. It is the responsibility of the employee to keep the Employer informed of his/her current address. A permanent employee recalled for casual work or employment of short duration at a time when he/she is employed elsewhere shall not lose his/her recall rights for refusal to return to work. Upon receipt of notice of recall, the employee shall within two (2) days, excluding weekends and statutory holidays, notify the Employer of his/her intentions;

- 10 e 1 (e) he/she is laid off for a period of longer than two (2) years;
- (f) he/she is a temporary employee refusing recall into a position on the same pay range level or higher pay range level if the employee is qualified unless through sickness or other just cause.

14.05 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.

14.06 Application of seniority

Subject to clause 21.05 and 14.01 (b), seniority shall operate on a bargaining unit wide basis.

14.07 Entry Into Permanent Employment by Temporary Employees

Temporary employees who have obtained permanent employment shall be placed on a trial period in accordance with clause 15.05. If the employee successfully completes his/her trial period, he/she **shall** be given credit for all seniority accumulated while employed as a temporary employee.

Article 15 - Promotions and Staff Changes

NOTE: The respective transition agreement should be referenced when interpreting this clause.

15.01 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. Copies of all postings are to be supplied concurrently to the local secretary.

15.02 Information on Postings

Notices of new positions or of vacancies inside the bargaining unit shall contain the following: title of position; qualifications; required knowledge and education; skills; wage or salary rate or range; and whether shift work could be involved. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is open to male and female applicants".

15.03 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 position is expected to exceed a period of sixteen (16) continuous weeks, or where a position exceeds sixteen (16) weeks, such position shall be posted in accordance with clause 15.01.

15.04 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 to length of service.

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Therefore, when a vacancy occurs in an established position within the bargaining unit, or when a new position is created within the bargaining unit, employees who apply for the position on promotion or transfer shall be given preference on a total seniority basis, whether 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.

15.05 Trial Period

(a) The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of two (2) months. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. 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.

* (b) Twelve Hour Shifts

The successful applicant shall be placed on trial for a period of 325 working hours. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of 325 working hours. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. The parties may mutually agree, in writing to extend the trial period. Where the Employer and the Union agree, the employee may revert to his/her former position prior to the completion of the trial period.

15.06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for such qualifications prior to filling of a vacancy, and indicates so in his/her application. Such employee will be given an opportunity to qualify within a reasonable length of time not exceeding two (2) months and to revert to his/her former position if the required qualifications are not met within such time.

15.07 Notification of Successful Applicant

Within five (5) days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on the bulletin board(s) provided for Union notices.

**15.08 Incapacitated Worker Provision

A1 An employee who is confirmed as being incapacitated by injury, illness or age such that he/she cannot perform the duties of his/her position and who is not receiving full benefits from the Workers' Compensation Commission:

- 3.c
- i) Will be employed in another position within the same bargaining unit classification in the facility, provided that he/she is qualified to perform the work required and provided that the employee being displaced is less senior;
 - ii) If there is no other position within the same bargaining unit classification in the facility, then the employee will be employed in another position within the same bargaining unit classification in another facility operated by the Employer, provided that he/she is qualified to perform the work required and provided that the employee being displaced is less senior.
 - iii) If the employee is unable to perform the duties of the position in i) or ii) above, then he/she will be employed in another bargaining unit classification in the facility provided that he/she is qualified to perform the work required and provided that the employee displaced is less senior.

Note if (ii) results in the employee having to leave their community of employment then the employee may choose to proceed to (iii).

A2 The employee who is displaced by the incapacitated employee shall displace the most junior employee in a bargaining unit classification in the facility provided that he/she is qualified to perform the work required; provided that the employee being displaced is less senior; and provided that the hours of work are not less than that which he/she was working before unless mutually agreed.

A3 The most junior employee in the classification in the facility who is displaced shall displace the most junior employee in the facility provided that he/she is qualified to do the work required and provided that the hours of work are not changed unless mutually agreed. The rate of the new position shall apply.

A4 If the individual being displaced in 3 above, is not the most junior employee in the Bargaining Unit, he/she will displace the most junior employee in the Bargaining Unit, providing he/she is qualified to do the work required and provided that the hours of work are not changed unless mutually agreed.

B) For Employers with more than one (1) facility with employees represented by NAPE, an employee who displaces another employee in accordance with this article shall be entitled to displace the most junior employee in a bargaining unit classification at another facility of his/her choice operated by the Employer, only where the employee does not have sufficient seniority to displace the most junior employee in the designated classification within his/her own facility. In any event, the foregoing provisions as they relate to

- changes in hours of work, qualifications and rate of pay shall still be applicable.
- C) Permanent employees may displace permanent full time, permanent part time, or temporary employees. A permanent employee who displaces a temporary employee shall maintain his/her permanent status.
- D) Temporary employees may only displace temporary employees in their respective department
- E) For all displacements under this clause, there shall be a two (2) month trial period in accordance with clause 15.05.
- F) Subject to clause 26.02 d), the salary of the new position in each case shall apply.
- G) An employee who is displaced by another employee under this clause, shall be given at least forty-eight (48) hours notice by the employer, that he/she is being displaced.

15.09 On the Job Training

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The Employer recognizes the desirability of on-the-job training opportunities for employees and agrees to inaugurate and maintain a program that will provide such training opportunities. Employees participating in such training will maintain their present salary during such periods of training.

15.10 Training Courses

The Employer shall bulletin all in-service training courses for a period of not less than ten (10) days. The bulletin shall contain the name and dates of the courses and where further information can be obtained. In the process of selection from those applicants who are members of the bargaining unit, seniority shall prevail, provided that the senior applicant meets the required qualifications for admission to the course.

15.11 Pay During Upgrading

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

15.12 Assistance for Training

The Employer agrees to give as much assistance as practical to employees who desire further training.

15.13 Changes in Pay on Promotion

Changes in pay rates as a result of promotion shall be effective from the date of promotion as specified in the letter of appointment.

15.14 Permanent Employees to Temporary Positions

- (a) Subject to the approval of the Employer, a permanent employee who applies for and is accepted for a temporary position in accordance with clause 15.03 (b) may revert to his/her former position upon completion of the temporary work. The

Employer shall *notify* the employee of its decision before the permanent employee commences the temporary work and such approval shall not be unreasonably denied. Such employee shall maintain his/her permanent status.

- (b) Subject to the approval of the Employer, a permanent employee who wishes to change his/her status from a permanent employee to a temporary employee shall be placed on the temporary seniority list based on the actual seniority. Such employees shall forfeit their permanent positions.

Article 16 - Layoff and Recall

Note: The respective transition agreement should be referenced when interpreting this clause.

***16.01 Role of Seniority in Layoff**

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of layoff in the hospital and/or in the reduction of his/her hours of work, the following provisions shall apply:

- ** (a) For the purpose of layoff, temporary employees shall be less senior than any permanent employees, subject to 16.01(d).

- (b) Temporary employees shall be laid off in the reverse order of seniority in their respective departments in the hospital provided that those temporary employees being retained are qualified to do the work required.

For Employers with more than one (1) hospital with employees represented by NAPE, in the event of a closure of one of these hospitals, temporary employees who are laid off as a result shall be entitled to displace less senior temporary employees within their respective department in another hospital operated by the Employer. If the temporary employee does not have enough seniority to displace another temporary employee, his/her name shall be placed on the temporary seniority list in his/her respective department of another hospital of his/her choice with the Employer.

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

For Employers with more than one (1) hospital with employees represented by NAPE, a permanent employee who has received notice of layoff shall be entitled to displace the most junior employee in a bargaining unit classification at another hospital of his/her choice operated by the Employer, only where the employee who has received notice of layoff does not have sufficient seniority to displace the most junior employee in the designated classification within his/her own hospital. In any event, the foregoing provisions as they relate to changes in hours of work, qualifications and rate of pay shall still be applicable.

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**d) Any permanent employee who is given notice of layoff can either accept layoff or displace a permanent full-time, permanent part-time or temporary employee, provided that the employee being displaced is less senior and that he/she is qualified to perform the work required. A permanent employee who displaces a temporary employee shall maintain his/her permanent status. If a permanent employee displaces onto a temporary employee recall list, then he or she will be placed on the respective list in accordance with his or her seniority.

(e) For all displacements under this clause, there shall be a two (2) month trial period in accordance with clause 15.05.

*f) Notwithstanding clause 16:01 (c), and with effect from July 25, 1994, permanent employees whose positions are declared redundant and are unable to bump into another position, or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice of termination. If such an employee wishes to retain seniority and recall rights instead of termination, he/she shall be given notice in accordance with 16.04(b).

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The period of notice of termination shall depend upon the employee's age and completed years of continuous service since the last date of employment as per the attached chart in Schedule I. 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.

16.02 Recall Procedure

**a) Employees shall be recalled in order of seniority provided that the employees being recalled are qualified to do the work required.

**b) For Employers with more than one facility with employees represented by NAPE, permanent employees shall be recalled in order of seniority with the Employer provided that he/she notifies the Employer in writing upon layoff that he/she is willing to be recalled for work with the Employer at another hospital. The Employer shall advise the employees being laid off of their right to recall at other hospitals operated by the same Employer.

(c) Temporary employees shall be recalled in order of seniority in their respective departments in the hospital providing those temporary employees being recalled are qualified to do the work required.

(d) Permanent employees shall be recalled for temporary employment with the Employer if the permanent employee indicates when he/she is laid off that he/she

is willing to work periods of temporary employment. In such cases, the permanent employee will be required to return to work as needed by the Employer, his/her refusal, unless for illness or other just cause, will mean a loss of recall rights for temporary employment with that hospital. For such periods of temporary employment, he/she shall earn seniority on a permanent basis.

- (e) It is the responsibility of the employee to keep the Employer informed of his/her current address and telephone number.
- (9) 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.

16.03 No New Employees

- (a) No new employees shall be hired until employees who have completed the probationary period, who are on layoff status or under notice of layoff, have been given an opportunity of recall or reassignment, provided that employees on layoff status or notice of layoff have sufficient qualifications to perform the work.
- (b) Clause 16.03 (a) shall not apply where the new employee's authorized period of employment expires prior to the effective date of layoff for an employee on layoff notice.

*16.04 Notice of Layoff

- (a) Subject to clause 16.04 (b), (c),(d), and (e) 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.
- e Permanent employees with five (5) years of service and beyond shall receive an additional one (1) week's notice for each year of service. Temporary employees shall receive fourteen (14) calendar days notice prior to the date of layoff. If the employee has not had an opportunity to work the days as provided in this clause, he/she shall be paid for the days for which work was not made available.
- *(b) Permanent employees whose positions are declared redundant, and who are unable to bump into another position or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment and wish to retain recall and seniority rights shall be given notice of layoff as follows. The period of notice shall be the greater of the notice under 16.04(a) or the notice as per Schedule I. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice as per Schedule I shall be reduced accordingly.
- (c) An employee being displaced by a more senior employee shall be deemed to have been given a notice of layoff at the same date that the notice was given to the senior employee.

- (d) A temporary employee being displaced by a more senior temporary employee within the department shall be deemed to have been given notice of layoff by the exercising of the bumping rights by the more senior temporary employee.
- (e) No permanent employee shall be laid off by virtue of being displaced by a more senior permanent employee without receiving at least forty-eight (48) hours notice.

16.05 Super Seniority

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Shop stewards, in their classification, who are permanent employees shall be granted super seniority in the case of layoff only. In the case of temporary employees who are shop stewards, they shall be granted super seniority within their department over other temporary employees in the case of layoff only.

16.06 Closure of Hospitals

In the event of a closure of a hospital due to the opening of a regional hospital or where the hospital has a significant reduction in staff due to the opening of a regional hospital, the Newfoundland and Labrador Health Care Association and Government agree to consult with the Union.

16.07 Separation Slips

Employees who are laid off shall be issued separation slips within five (5) days from their last day of work.

**16.08 Recall to the Same Classification

Notwithstanding Clause 15.01, no position from the required classification shall be posted while a permanent employee is on layoff from that classification. An employee can only be recalled under this clause to a permanent position that has the same hours or less. Laid off employees shall be recalled in accordance with Clause 16.02.

16.09 Return to Former Classification

When a permanent full-time employee bumps out of his/her classification because of a layoff and if a position in the same classification becomes available within twenty-four (24) months then the employee shall be offered the opportunity to return to his/her classification prior to the available position being posted. If the employee refuses to accept this offer, the Employer has no further obligation to offer a position to the employee in the same classification.

16.10 Permanent Employees Reduction in Hours of Work

Permanent employees who have a reduction in their hours of work shall have access to the layoff provisions of clause 16.01.

Article 17 - Hours of Work and Work Schedule

17.01 Hours of Work

(a) (i) Eight Hour Shifts

The normal daily hours of work shall be seven and one half (7 1/2) hours per day exclusive of meal breaks.

(ii) Twelve Hour Shifts

The hours of work shall be an average of seventy-five (75) hours a fortnight divided into 11 1/4 hours or a combination of 7 1/2 and 11 1/4 hours, exclusive of meal breaks.

(b) On an experimental basis and without committing either party to a permanent change in the existing hours of work, the parties may jointly agree to establish a schedule providing for a compressed work week upon a request from the majority of employees in the work area or upon request from the Employer.

(c) Employees on staff at the **signing** of this Agreement whose work week and/or work day is less than those specified in article 17 will not have their hours of work increased during the term of this agreement.

(d) Part-time employees shall not be scheduled by the Employer for less than three (3) hours in any shift. After his/her regularly scheduled hours up to equivalent full-time hours, part-time employees shall be paid the sum of thirty (30) cents per hour in addition to his/her regular hourly rate.

17.02 Normal or Average Days Per Week

(a) The normal days of work shall be either five (5) days per week, or four (4) days in one (1) week and six (6) days in the alternate week, or three (3) days in one week and seven (7) days in the alternate week.

(b) It is agreed that those institutions which, through established institutional policy, currently follow a practice of not scheduling employees to work more than five (5) days in a calendar week shall continue this practice for the life of this agreement.

(c) Clause 17.02 does not apply to employees working a twelve (12) hour shift schedule.

17.03 Working Schedule

(a) (i) Days off shall be planned in such a way as to distribute weekends off so that employees shall receive every third weekend off and the Employer shall endeavour to grant every second weekend off.

(ii) Twelve Hour Shift

Employees shall receive a minimum of two (2) weekends off out of every four (4) weekends and the Employer shall endeavour to grant every second (2nd) weekend off, unless otherwise agreed by mutual consent.

(b) There shall be no split shifts.

(c) The working schedule of each employee, showing the shifts and day(s) off work, shall be posted in an appropriate place at least two (2) weeks in advance. When an employee's day(s) off are changed 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 his/her regular hourly rate for each hour worked on the scheduled day(s) off.

(d) Change of Shift

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

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

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

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

17.04 Rest Periods

- (a) An employee shall be permitted a rest period of fifteen (15) consecutive minutes in the first half and in the second half of the shift.

(b) Twelve Hour Shifts

An employee shall be permitted a rest period of fifteen (15) consecutive minutes during each third of the shift. The meal period and a rest period may be combined by mutual agreement between the employee and his/her supervisor.

17.05 Days off

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

** (b) Days Off for Employees working as Temporary Employees

Employees shall be allocated two (2) consecutive days off if any of the following scenarios are met:

- (i) An employee who works three (3) consecutive twelve (12) hour shifts shall be scheduled for two (2) consecutive days off.
- (ii) An employee who, over a period of seven (7) consecutive days, works a combination of shifts consisting of eight (8) hour shifts or shifts of less than eight (8) hour duration shall be scheduled for two (2) consecutive days off:
- (iii) An employee who works a combination of shifts, which includes at least one (1) shift of greater than eight (8) hour duration, will be scheduled for two consecutive days off once they work 37.5 hours or seven (7) consecutive days whichever comes first.

17.06 Consecutive Work Days

- (a) No employee shall be compelled to work more than seven (7) consecutive days in a ten (10) day period. This clause shall not apply to those consecutive work days worked subject to the written and signed request of the employee.
- (b) Twelve Hour Shifts
No employee shall be compelled to work more than three (3) consecutive work days. This clause shall not apply to those consecutive work days worked subject to the written and signed request of the employee.

17.07 Exchange of Shifts

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

17.08 Meal Periods

- (a) The Employer will endeavour to post the meal period for employees prior to the commencement of the shift but in any event it shall be posted within the first two (2) hours of the shift.
- (b) During the meal period employees are permitted to leave the premises.
- (c) Employees recalled to the work area during the meal break will be paid at the applicable overtime rate for the period worked.

Article 18 - Overtime

18.01 Definition of Overtime

- (a) Full-time Employees
All time worked by a full-time employee before or after his/her regularly scheduled daily or 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 weekly basis shall be considered overtime.
- (c) Approval of Overtime
All overtime is subject to the prior approval of the Administrator or his/her designated representative.
- ** (d) Temporary Employees
All time worked by a temporary employee beyond the normal full-time daily, weekly or biweekly hours, depending on the work area that the employee is working in, shall be considered overtime.

18.02 Normal Overtime Rate

The normal overtime rate shall be pay or time off at the rate of time and one half (1 1/2).

18.03 Compensation for Work on Paid Holidays Not Regularly Scheduled

For hours worked on a holiday when the employee was not regularly scheduled to work, he/she shall be paid in addition to the normal day's pay at the rate of time and one half (1 1/2) his/her regular hourly rate.

18.04 No Lay-Off to Compensate for Overtime

An employee shall not be required to lay off during regular hours to equalize any overtime worked.

18.05 Calculating of Overtime Rates

An employee who is absent on approved time off during his/her scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if he/she had worked during his/her regular hours during such absence.

18.06 Sharing of Overtime

Overtime and callback shall be divided equally among employees qualified to perform the available work.

18.07 Double Shift

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

18.08 Call Back Pay Rate

(a) An employee who has left his/her place of work and is subsequently recalled to work, outside his/her normal working hours to work less than a full shift (7 1/2 or 12 hour shifts) shall be paid a minimum of three (3) hours at the applicable overtime rate.

(b) Transportation Expenses

An employee shall not receive any payment for transportation expenses where:

- (i) he/she lives in subsidized accommodations adjacent to the hospital or
- (ii) transportation is provided by the Employer.

(c) Transportation Expenses - Payable

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

(d) Rest After Callback

In cases where an employee is required to work on a callback beyond 0200 hours and who has not had a sufficient rest period, the employee will be entitled to up to an eight (8) hour rest period without loss of pay before commencing his/her regular scheduled shift.

18.09 Consecutive Work Premium

✓ (a) Subject to clause 17.06, all work performed on the eighth (8th) day and subsequent consecutive days of work shall be paid for at the rate of double (2) time. This clause shall not apply to those consecutive days of work in excess of seven (7) days worked at the request of the employee.

(b) Twelve Hour Shifts

Subject to clause 17.03 (c) and 17.06, all work performed on the fourth (4th) day shall be paid for at the rate of time and one half (1 1/2) and double time for the fifth (5th) and subsequent consecutive days. This clause shall not apply to those consecutive days of work in excess of three (3) days worked at the request of the employee.

**c) Consecutive Work Premium for Employees working as Temporary Employees

(i) If a temporary employee works three (3) consecutive twelve (12) hour shifts, all work performed on the fourth (4th) day shall be paid for at the rate of time and one-half (1 1/2) and double time for the fifth (5th) and subsequent consecutive days.

(ii) If a temporary employee works in excess of seven (7) consecutive days, all work performed on the next and subsequent consecutive days of work shall be paid for at the rate of double time.

(iii) If a temporary employee works in excess of the hours as per 17.05(b)(iii), all work performed on the next calendar day shall be paid at the rate of time and one-half (1 1/2) and double time for subsequent consecutive days.

18.10 Time Off in Lieu of Overtime

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Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a time to be mutually agreed between the employee and his/her supervisor. This employee's decision to receive time off must be conveyed to the supervisor within seventy-two (72) hours of the conclusion of the overtime. Should the time off not be given within sixty (60) calendar days, the employee shall receive pay at the appropriate overtime rate.

18.11 Overtime Calculation

Subject to clause 18.01 (c), overtime shall be calculated in thirty (30) minute units.

Article 19 - Shift Work

19.01 (a) Hourly Differential

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An hourly differential of thirty-three (33) cents per hour shall be paid for each hour the employee works between the hours of 1600 hours on one (1) day and 0800 hours the following day.

(b) Saturday and Sunday Differential

A Saturday and Sunday differential of twenty-eight (28) cents per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday

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and 2400 hours Sunday.

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

19.02 Rest Between Change of Shifts

(a) Eight Hour Shifts

There shall be at least sixteen (16) hours between change of shifts unless otherwise agreed to by mutual consent between the employee and the supervisor.

(b) Twelve Hour Shifts

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

19.03 Rotation of Shifts

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The rotation of shifts shall be carried out in an equitable manner. Each employee shall receive at least seven (7) days of day shift in a month, provided he/she may waive this right.

19.04 Temporary Employees

Temporary employees shall not be scheduled to work less than three (3) hours per shift.

Article 20 - Holidays

20.01 (a) Holidays

(i) Employees shall receive one (1) day's pay for each of the nine (9) holidays as follows:

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- (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

One (1) additional holiday as mutually agreed in each hospital by the parties.

(ii) Twelve Hour Shifts

Employees shall receive 7.5 hours pay for each of the nine (9) holidays as follows:

- (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

One (1) additional holiday as mutually agreed in each hospital by the parties.

(b) New Holidays

Should any new holiday not routinely scheduled be specifically proclaimed by the provincial authorities, it shall be granted to employees within the scope of this agreement.

20.02 Compensation for Holidays Falling on Saturday

For the purpose of this agreement when any of the aforementioned holidays falls on a Saturday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 20 - Holidays. All other employees shall observe the following Monday as the holiday.

20.03 Compensation for Holidays Falling on 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 20 - Holidays. All other employees shall observe the following Monday (or Tuesday, where the preceding clause already applied to Monday) as the holiday,

20.04 Scheduled Work on a Holiday

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In addition to the holiday pay outlined in clause 20.01, when an employee is required to work on a holiday, he/she shall be paid at the rate of one and one half (1 1/2) for each hour worked, or he/she may elect to take time off on the basis of one and one half hours (1 1/2) for each hour worked, at the request of the employee and at a time to be mutually agreed by the employee and his/her supervisor. The employee's decision to receive time off must be conveyed to the supervisor within seventy two (72) hours of working on the holiday. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive pay in lieu of time off at the rate of time and one half (1 1/2) his/her regular rate of pay for all hours worked on the holiday.

20.05 Compensation for Holiday Falling on Scheduled Day Off

When any of the aforementioned holidays (20.01) fall on the employee's scheduled day off, the employee shall receive another day off with pay to be scheduled at a time to be mutually agreed between the employee and the supervisor. If such time off cannot be granted within sixty (60) days, the employee will be paid one day's regular pay in lieu.

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

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

is granted, it shall be on the basis of two (2) hours off for each hour worked in addition to the holiday pay.

20.07 Christmas and New Year

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 supervisor.

The Employer agrees whenever possible, employees who work Christmas of one (1) year shall have Christmas off the following year and employees who work New Year's one (1) year shall have New Year's off the following year unless otherwise mutually agreed between the employee and his/her supervisor.

20.08 Statutory Holiday During Leave

If an employee is sick on the day that the statutory holiday is designated, the employee shall be charged for the statutory holiday and there shall be no reduction from the employee's sick leave.

20.09 Statutory Holiday While on Workers' Compensation

If a statutory holiday is designated while an employee is on Workers' Compensation, the employee will be charged with the statutory holiday and not charged with Workers' Compensation.

20.10 Payment for Holidays While on Layoff

Holidays, as outlined in clause 20.01, shall not be paid to an employee if the holiday occurs while the employee is on layoff status unless the employee has worked thirty-seven and one half (37 1/2) hours or more in the pay period. No employee will be laid off for the purpose of avoiding payment of a statutory holiday.

20.11 Payment for Holidays While on Leave of Absence Without Pay

No payment shall be paid for a statutory holiday while an employee is on a leave of absence without pay unless the employee has worked thirty-seven and one-half (37 1/2) hours or more in the pay period.

Article 21 - Vacations

21.01 (a) Length of Vacation

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

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(1) less than one (1) year at the rate of one and two thirds (1 2/3) days for each month of service;

(2) one year or more but less than ten (10) years - four (4) weeks;

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- (3) more than ten (10) years but less than twenty-five (25) years of service - five (5) weeks;
- (4) for more than twenty-five (25) years of service - six (6) weeks.

(ii) Twelve Hour Shifts

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

- (1) less than 1,950 hours - 12.5 working hours for each 162.5 hours of service;
- (2) 1950 hours up to 19,500 hours - 150 working hours;
- (3) 19,500 but less than 48,750 hours - 187.5 working hours;
- (4) more than 48,750 hours - 225 working hours;
- (5) the minimum of annual leave that can be taken is one (1) hour.

(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 hospitals for such calculation. This period may vary between hospitals (e.g. January 1 - December 31, April 1 - March 31, July 1 - June 30) and no hospital will change its currently accepted accumulation period without prior discussion with the Union.
- (ii) When an employee becomes eligible for a greater amount of annual vacation, he/she may be allowed in the year in which the change occurs, a portion of the additional leave for which he/she has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days.

21.02 Compensation for Holidays Falling Within Vacation Schedule

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

21.03 Calculation of Vacation Pay

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

21.04 (a) Vacation Pay on Termination

An employee terminating his/her employment at any time in his/her vacation year, before he/she has had his/hers 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 is not given, payment will be made at the earliest possible date, but in any event, no later than the second payday following the date of termination.

(b) Period of Notice

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

21.05 Selection of Vacation Dates

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

21.06 Vacation Schedule

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

21.07 Carry Forward of Vacation

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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.

21.08 Anticipated Vacation

An employee with more than sixty (60) calendar days service may anticipate his/her vacation to the end of the current vacation period as stipulated in clause 21.01 (b).

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

21.09 Overtime Vacation Rate

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When an employee is required to work during his/her vacation, he/she shall receive pay at the rate of double (2) time. Hours worked while on vacation shall not be deducted from the employee's vacation credits.

The Employer will make every reasonable effort not to require the employee to return to work from his/her annual leave.

21.10 Substitution for Vacation

- (a) An employee who qualified for sick leave under article 22 while on vacation may change the status of his/her leave to sick leave effective the date of notification to the Employer. The employee shall submit on his/her return to duty, a certificate stating the total period during which he/she qualified for sick leave.
- (b) In the case of an employee who is admitted to hospital while on vacation, he/she may change the status of his/her leave to sick leave with effect from the date he/she was admitted to hospital.
- (c) An employee who, while on vacation, qualified for bereavement leave, shall be credited the appropriate number of days to vacation leave.
- (d) The period of vacation so displaced in clauses 21.10 (a), 21.10 (b) and 21.10 (c) shall be reinstated for use at a later date to be mutually agreed.

21.11 Accumulation of Vacation Leave While on Sick Leave. etc.

Except in the case of extended illness immediately prior to the usual retirement period, an employee shall be eligible to accumulate vacation credit(s) while on sick leave or any other paid leave. For the purpose of clause 21.11, the usual retirement age shall be sixty-five (65) years of age.

21.12 Vacation Leave During Special Leave Without Pay

An employee on special leave without pay in excess of twenty (20) days in total in the calendar year, shall not accumulate vacation leave during such period of special leave without pay.

21.13 Vacation Credits for the First and Last Month of Employment

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

21.14 Unused Vacation Paid to Estate

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

21.15 Annual Leave of Short Duration

If annual leave of short duration is requested by an employee before the schedule is posted, such requests will not be unreasonably denied by the supervisor and the supervisor shall notify the employee of his/her decision before the schedule is posted.

21.16 Annual Leave Records

Annual leave that each employee has to his/her credit shall be posted at the end of each twelve (12) month period as defined in clause 21.01 (b) (i) for each Employer. This list shall be posted within thirty (30) calendar days at the end of such period.

21.17 Annual Leave/Maternity Leave

An employee who so desires shall be permitted to take all of her annual leave entitlement immediately before or after maternity leave.

Article 22 - Sick Leave

22.01 Sick Leave Defined

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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 Workers' Compensation Act.

22.02 Annual Paid Sick Leave

- (a) (i) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service.
- (ii) 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.
- (b) Twelve Hour Shifts
 - (i) An employee is eligible to accumulate sick leave with full pay at a rate of fifteen (15) working hours for each 162.5 hours of service.
 - (ii) The maximum amount of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed thirty six hundred (3600) working hours,

22.03 Deductions from Sick Leave

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

22.04 Proof of Illness

- (a) Before receiving sick leave with full pay, an employee may be required to produce a medical certificate for an illness in excess of two (2) consecutive working days. In cases of suspected abuse shown by an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of illness.
- (b) An employee shall have the option of being attended by a doctor of his/her choice and under no circumstances will an employee be penalized in any way by the Employer for exercising his/her option of being attended by his/her personal physician.
- (c) The parties acknowledge when an employee cannot perform his/her regular duties because of sickness, the Employer may endeavour to provide suitable alternate employment for which the employee is qualified. Notwithstanding the above, such action will not be taken without the employee's consent.

22.05 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.

22.06 Extension of Sick Leave

- (a) **An** employee with more than five (5) years of service who has exhausted his/her sick leave credits may be allowed in the event of illness, an extension of his/her sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon his/her return to duty from his/her normal monthly accumulation.
- (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 to a maximum of one (1) year unless a longer period is mutually agreed upon between the employee and the Employer. Medical certificates shall be submitted as required by the Hospital.

22.07 Sick Leave Records

In January the Employer shall post the amount of sick leave accrued to each employee's credit, up to and including the previous 31st of December.

22.08 Injured on Duty

An employee who is injured during working hours and is required to leave for treatment or sent home for such injury, shall receive payment for the remainder of the shift or work day at his/her regular rate of pay without deduction from sick leave, provided that a medical practitioner, the staff health officer or the nurse-in-charge states that the employee is unfit for further work.

22.09 Disability Retirement

- (a) If it appears, in the opinion of a medical doctor, that it is unlikely that the employee will be able to return to duty after the expiration of his/her accumulated sick leave, the employee may be retired effective when his/her accumulated sick leave has expired or at the end of the special unpaid leave as outlined in clause 22.06 (b) or at retirement age, and paid such pension award as he/she is eligible to receive.
- (b) Employees unable to perform their duty because of medical reasons will be entitled to use all their accumulated sick leave and be entitled to special unpaid leave as outlined in clause 22.06 (b).

22.10 Sick Leave During Special Leave Without Pay

An employee on special leave without pay in excess of twenty (20) days in total in the calendar year shall not accumulate sick leave during such period of special leave without pay.

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

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

22.12 Sick Leave for Preventative Medical and Dental Care

Employees may be allowed to take sick leave in order to engage in personal preventative medical and dental care. Leave under this clause shall be deducted in accordance with clause 22.03.

**22.13 Sick Leave for Temporary Employees

A temporary employee shall not receive sick leave if the temporary employee refuses recall from layoff due to illness, but the temporary employee shall earn service for seniority purposes only for the time that he/she did not report to work because of illness. Sick leave may only be awarded to a temporary employee who commences work and subsequently qualifies for sick leave under this article. The temporary employee who refused recall due to illness shall report to work in accordance with article 16 after his/her illness providing work is still available and providing the temporary employee gives the Employer reasonable notice. Temporary employees shall be eligible for sick leave benefits for shifts he/she would have been recalled to during periods of hospitalization upon proof of admission and discharge.

Article 23 - Leave of Absence

23.01 Negotiation Pay Provisions

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Members of the Union shall not suffer any loss of pay or accumulative benefits for total time spent in negotiations with the Employer.

23.02 Leave of Absence for Union Business

(a) Upon written request by the Union to the Administrator, and with the approval in writing of the Administrator, leave with pay shall be awarded as follows:

- (1) For an employee who is a member of the Provincial Executive, or an elected delegate, and who is required to attend the Biennial Convention of the Newfoundland Association of Public Employees, the Component Convention of the Newfoundland Association of Public Employees or the Convention of the Newfoundland and Labrador Federation of Labour, leave with pay not exceeding three (3) days in any one (1) year for each of the above Conventions.

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- (2) For an employee who is a member of the Provincial Executive of the Union and who is required to attend Executive meetings of the Provincial Executive, leave with pay not exceeding five (5) days in any one (1) year.
- (3) For an employee who is a member of the National and/or Provincial Executive or an elected delegate, who may wish to attend the Convention of the Canadian Labour Congress and the National Union of Provincial Government Employees, leave with pay not exceeding five (5) days in any one (1) year; no more than two (2) employees at one time from each hospital.
- (4) Leave with pay shall be granted to an employee to attend educational seminars, provided that the total leave with pay granted under this clause in any one year shall not in any event exceed that number of shop stewards in the bargaining unit by one (1).

NOTE: Provincial Executive includes Board of Directors of NAPE.

(b) Twelve Hour Shifts

Upon written request by the Union to the Administrator, and with the approval in writing of the Administrator, leave with pay shall be awarded as follows:

- (1) For an employee who is a member of the Provincial Executive, or the elected delegate, and who is required to attend the Biennial Convention of the Newfoundland Association of Public Employees, the Component Convention of the Newfoundland Association of Public Employees, the Convention of the Newfoundland and Labrador Federation of Labour, leave with pay not exceeding 22.5 working hours in any one (1) year for each of the above Conventions.
- (2) For an employee who is a member of the Provincial Executive of the Association and who is required to attend Executive meetings of the Provincial Executive, leave with pay not exceeding 37.5 working hours in any one (1) year.
- (3) For an employee who is a member of the National and/or Provincial Executive or an elected delegate who may wish to attend the Convention of the Canadian Labour Congress and the National Union of Provincial Government employees, leave with pay not exceeding 37.5 working hours in any one (1) year; no more than two (2) employees at one time from each hospital.
- (4) Leave with pay shall be granted to an employee to attend education seminars, provided that the total leave with pay granted under this clause in any one year shall not in any event exceed that number of working hours which is obtained by multiplying the number of shop stewards in the bargaining unit by seven and one half (7.5).

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

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23.03 Leave of Absence for Full-time Union Representatives

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated shall be granted leave of absence without loss of seniority or accrued benefits for a period of one (1) year. Such leave shall be renewed each year, on request, during his/her term of office.

23.04 Paid Bereavement Leave

Subject to clause 23.04 (c), an employee shall be entitled to bereavement leave with pay as follows:

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- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, common-law-spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, or near relative living in the same household, three (3) consecutive days;
- (b) In the case of his/her son-in-law, daughter-in-law, brother-in-law or sister-in-law, one (1) day.
- (c) If the death of a relative referred to in clause 23.04 (a) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) consecutive days for the purpose of attending the funeral.
- (d) In cases where extraordinary circumstances prevail, the Employer at his/her discretion, may grant special leave with pay for bereavement up to a maximum of two (2) days in addition to that provided in clauses 23.04 (a), (b) and (c).

**23.05 Family Leave

- (a) Subject to clause 23.05 (b), (c) and (d), an employee who is required to:
 - (i) Attend to the temporary care of a sick family member living in the same household, or the employee's mother or father not necessarily living in 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; and
 - (vi) attend to the needs related to home or family emergencies;
 shall be awarded up to three (3) days paid family leave in any calendar year.
- (b) In order to qualify for family leave, the employee shall:
 - (i) provide as much notice to the Employer as reasonably possible;
 - (ii) provide to the Employer valid reasons why such leave is required; and
 - (iii) where appropriate, and in particular with respect to (iii), (iv) and (v) of 23.05 (a), have endeavoured to a reasonable extent, to schedule such event during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave or sick leave.

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- (d) A temporary employee shall only be granted family leave if he/she reports to work following a recall and subsequently qualifies for family leave during that period for which he/she was recalled.

*23.06 Maternity Leave/Adoption Leave/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 Article.
- (b) **An** employee may request maternity leave without pay to start not earlier than three (3) months prior to the expected date of delivery.
- (c) **An** employee may be permitted to commence maternity leave at the beginning of her sixth (6th) month of pregnancy. Upon the advice of her physician, additional maternity leave may be granted at the discretion of the Employer and such a **request shall not be unreasonably denied.**
- (d) Adoption leave may be granted to an employee who legally adopts a child and upon presentation of proof of adoption.
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- (e) **An** employee is entitled to a maximum of thirty-three (33) weeks leave under this Clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- (f) **An** employee may return to duty after two (2) weeks notice of his/her intention to do so. **An** employee returning from maternity leave shall be required to produce a satisfactory certificate of fitness from her physician.
- (g) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- (h) Periods of leave up to thirty-three (33) weeks shall count for seniority purposes, annual leave, severance pay, and step progression.
- (i) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of thirty-three (33) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- (j) **An** employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
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- (k) The Employer will endeavour to provide child care services for its employees wherever possible.
- (l) While on maternity/adoption/parental leave an employee may make a request to the Human Resource Department for copies of job postings to be forwarded to him/her.
- (m) **An** employee who applies for a position in accordance with Clause 15:01 while on leave shall be considered for that job posting in accordance with the provision of Clause 15:04. If the employee on leave is successful, his/her trial period shall start upon his/her return to work.

- (n) Pregnant employees shall not be required by the Employer to be in contact with patients who have a contagious disease.

23.07 Paid Jury, Court Witness or Jury Selection Leave

- (a) The Employer shall grant leave of absence without loss of pay, seniority, or accumulated benefits to an employee who serves as a juror, witness in any court, or who is required to attend jury selection.
The employee will present proof that he/she attended as a juror, witness in court or for the purpose of jury selection. Any remuneration the employee receives from the courts will be over and above his/her pay and benefits from the Employer.
- (b) If an employee is required to be in court in any matter arising out of his/her employment with the Employer, during his/her regular shift, on his/her scheduled day off or after his/her regular shift, he/she shall be considered as working for the Employer. This clause will not apply if an employee is charged with an offense.

***23.08 Education Leave**

- (a) **An** employee who is upgrading his/her employment qualifications through an Employer approved upgrading course shall be entitled to a leave of absence without loss of pay and benefits to write examinations required by such course.
Effective July 25, 1994, subject to operational requirements and availability of qualified replacement staff an employee shall be granted unpaid educational leave of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement except service for seniority.

***23.09 General Leave**

- (a) 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.
- (b) Effective July 25, 1994, subject to the operational requirements and the availability of qualified replacement staff, where required, employees may be permitted one (1) month of unpaid leave during which he/she shall earn service for seniority only, provided that the employee would not have been laid off during the period of unpaid leave. The month of unpaid leave does not necessarily have to be taken consecutively, but cannot be taken in increments of less than two (2) days at a time.

***23.10 Extended Unpaid Leave**

Upon written request, a permanent employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months subject to the operational requirements of the Employer's operations and the availability of qualified

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

Article 24 - Payment of Wages and Allowances

24.01 Availability of Salary Cheques

- (a) Employees shall receive their salary cheques bi-weekly. Overtime pay will be included in the regular pay cheque for the pay period next succeeding the pay period during which overtime was earned. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions. For institutions operated by Government outside St. John's, the time limits specified shall not apply and overtime shall be paid within two (2) pay periods following the time the overtime was worked.
- (b) Salary cheques will be available on payday at 0800 hours for those employees scheduled to work on the previous 0001 and 0800 hours shift and cheques will be available prior to 0001 hours on payday for those employees who worked the previous 1600 hours to 2400 hour shift.
- (c) It is agreed that those institutions which, through established institutional policy, currently follow an earlier payment schedule and a deferral of overtime payments greater than the period stated in 24.01 (a) above will for the life of this agreement, maintain their existing practice and policy.

24.02 Pay on Temporary Transfer to Higher Positions

- (a) (i) An employee who is temporarily assigned by the Employer to a position for which a higher rate of pay is applicable will receive the salary rate for the assigned position in accordance with the promotion procedure provided that he/she fills the position for a period of at least one (1) day.
- (ii) Twelve Hour Shifts
An employee who is temporarily assigned by the Employer to a position for which a higher rate of pay is applicable will receive the salary rate for the assigned position in accordance with the promotional procedure provided that he/she fills the position for a period of at least eleven and one quarter (11 1/4) consecutive working hours.
- (b) Transfers within the bargaining unit shall be on the basis of seniority where ability and qualifications are equal.

24.03 Pay on Temporary Assignment. Lower Position

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

24.04 Vacation Pay

An employee with more than one (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 payday preceding the office day on which he/she wishes to receive his/her advance payment, shall receive prior to commencement of his/her annual vacation any regular pay cheque(s) which may fall due during his/her vacation.

24.05 Standby

- 11, c. 5
6.90 \$/day
- (a) (i) An employee required to perform standby duty shall be paid **six** dollars and ninety cents (\$6.90) for each eight (8) hour shift of standby.
 - (ii) When standby is required on a statutory holiday, the rate of compensation shall be nine dollars and ten cents (\$9.10) for each eight (8) hour shift of standby.

(b) Twelve Hour Shifts

- (i) An employee required to perform standby duty shall be paid ten dollars and thirty five cents (\$10.35) for each twelve (12) hour shift of standby.
 - (ii) When standby is required on a statutory holiday, the rate of compensation shall be thirteen dollars and sixty five cents (\$13.65) for each twelve (12) hour shift of standby.
- (c) No compensation shall be granted for the total period of standby duty if the employee does not report for work when required.
 - (d) On-call duty shall be equally divided among the qualified employees.

*24.06 Transportation

- (a) (i) When, in the course of his/her duty, an employee is required to travel on the Employer's business, transportation shall be provided by the Employer, or, with the approval of the Employer he/she may be permitted to use his/her own vehicle and be reimbursed at the rate of twenty-five (25) cents per kilometer, effective July 25, 1994.
 - (ii) Employees who regularly use their vehicle on Employer business shall be paid the difference between private and business insurance to a maximum of one hundred and fifty dollars (\$150) per year on provision of appropriate receipts. Employees must get the best rate for business insurance.
 - ** (iii) When an employee is required as a condition of employment to have an automobile at his/her disposal, he/she shall be paid an automobile allowance of eighty-five (85) dollars per month.
- (b) Payment for the use of private vehicles on the Employer's business shall be limited to the kilometer rate specified herein. The Employer assumes no liability for damage or other expenses arising as a result of the use of private vehicles.

- (c) If an employee is required to travel on the Employer's business, then he/she shall be compensated for his/her transportation subject to 24.06 (a) and his/her lodging shall be paid by the Employer upon presentation of suitable receipts.
- * (d) Meal Rates
 For travel on the Island, the per diem meal rate shall be (effective July 25, 1994): Twenty-nine dollars (\$29) (\$6.31 breakfast; \$9 lunch; \$13.69 dinner)
 For travel in Labrador, the per diem meal rate shall be (effective July 25, 1994): Thirty-two dollars (\$32) (\$7 breakfast; \$10 lunch; \$15 dinner).
 For travel outside the Province, the per diem meal rate shall be (effective July 25, 1994): forty-three dollars (\$43) (\$9.46 breakfast; \$13.33 lunch; \$ 20.21 dinner).
- (e) After each period of three (3) consecutive nights in overnight travel, the employee shall be entitled to one three (3) minute person to person telephone call. Employees on escort duty shall be entitled to one (1) three minute person to person telephone call for each escort.
- (f) Parking Meter Expenses
 Employees who agree to use their own vehicles on Employer business shall be reimbursed five dollars (\$5) per week for parking meter expenses upon presentation of either receipts where available or a written statement of cost incurred.
- (g) Employees while travelling on Employer business, who provide their own accommodations shall be paid fifteen dollars (\$15) per day.

24.07 Labrador Benefits

The Labrador benefits shall be paid to employees covered by this agreement who are eligible to receive such benefits as outlined in Schedule G.

24.08 Escort Duty Allowance

- (a) Where employees are called upon to escort patients who are being transferred by ambulance (air, road, etc.), they shall be paid in addition to their regular pay, an allowance of thirty two dollars (\$32) per trip. With the exception of Bell Island, the provision of this clause shall not apply where an employee is escorting a patient within the same city or town or another city or town within a radius of twenty five (25) miles of the employee's institution.
- (b) In cases where an employee is required to work on an escort beyond 0200 hours and who has not had a sufficient rest period, he/she shall be entitled to an eight (8) hour rest period without loss of pay before commencing his/her regular scheduled shift.
- (c) Employees escorting patients to other hospitals within a twenty-five (25) mile radius shall be provided a meal free of charge provided that the escort covered the employee's normal meal period and in such cases the employee shall forfeit any claim for a meal in accordance with clause 24.06 (d).

24.09 Demotions

(a) Involuntary Demotion

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

(b) Voluntary Demotion

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

24.10 Salaries

Salaries shall be established in accordance with Schedule A of the collective agreement.

24.11 Pay Equity

The parties agree to implement the Pay Equity Agreement as outlined in Schedule H. 3.6

Article 25 - General Interpretation

25.01 Plural May Apply

Whenever the singular is used in this agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.

25.02 For the purpose of this Agreement:

- (a) "Administrator" - The Chief Executive Officer of a hospital or the official authorized by him/her to act on his/her behalf. In the case of a government operated hospital, the Deputy Minister of the applicable department or the official authorized by him/her to act on his/her behalf.
- (b) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 3.
- (c) "Classification" means the identification of a position by reference to a class title and pay range number.
- (d) "Day Off" means a day on which the employee is not ordinarily required to perform the duties of his/her position other than:
 - (i) a designated holiday
 - (ii) a calendar day on which the employee is on leave of absence
- (e) "Day" means a working day unless otherwise stipulated in this agreement.
- (f) "Demotion" means an action which causes the movement of an employee from his/her existing classification to a classification carrying a lower pay range number.

- (g) "Employee or employees" - an employee means any person employed in a position which falls within the bargaining unit.
- (h) "Employer" means Treasury Board or a hospital listed in Schedule "C" represented herein by the Newfoundland and Labrador Health Care Association.
- (i) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this agreement.
- (j) "Hospital" means a hospital, home, institution or any agency listed in Schedule C.
- (k) "Layoff" means the cessation 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 16. Permanent employees who have a reduction of their hours of work shall have access to the layoff provision of clause 16.01.
- (l) "Leave of Absence" means absence from duty with the permission of the Employer.
- (m) "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.
- (n) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (o) "Overtime"
 - (i) Full-time employee - all time worked by a full-time employee before or after his/her regularly scheduled daily or weekly hours shall be considered overtime.
 - (ii) Part-time employee - all time worked by a part-time employee in excess of equivalent full-time hours on a daily or weekly basis shall be considered overtime.
- (p) "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 department or hospital concerned.
- (q) "Permanent employee" means a person who has completed his/her probationary period and is employed on a full-time basis without reference to any specific date of termination of service.
- (r) "Promotion" means an action which causes the movement of an employee from his/her existing classification to a classification carrying a higher pay range number.
- (s) "Reclassification" means any change in the current classification of an existing position.
- (t) "Service" means:
 - (i) any period of employment either before or after the date of signing of this agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year unless

otherwise specified in this agreement.

(ii) Twelve Hour Shift

Any period of employment either before or after the date of signing of this agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding 150 working hours in the aggregate in any year unless otherwise specified in this agreement.

(u) "Standby" means any period of time during which, on the instructions of the first level of supervision outside the bargaining unit, an employee is required to be available for recall to work.

(v) "Temporary employee" means a person who is employed on a full-time basis 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. Such employees will be given the date of layoff in writing and if any extension is necessary, the new layoff date will also be in writing.

(w) "Week" means the period from 0001 hours Monday to 2400 hours the following Sunday inclusive.

(x) "Shift" means:

(i) the normal consecutive working hours scheduled for each employee which occurs in any twenty four (24) hour period. In each twenty four (24) hour period, there will normally be three shifts, viz, day, evening, and night. The first shift of each day, shall be the shift commencing at 0001 hours to 0800 hours.

Twelve Hour Shift

(ii) the normal consecutive working hours scheduled for each employee which occurs in any twenty-four (24) hour period. In each twenty four (24) hour period, there will normally be two shifts, viz, day and night. The first shift of the day shall commence between the hours of 0730 and 0830.

(y) "Vacancy" means an opening which is either permanent, part-time or of a temporary nature (for more than sixteen (16) weeks) as outlined in clause 15.03).

(z) "Union" means Newfoundland Association of Public Employees.

Article 26 - Employee Benefits

26.01 Group Life and Extended Health Benefits Plan

(a) The plan presently in effect shall remain in effect during the term of this agreement.

13. a
50% (b) While an employee is in receipt of wages from the Employer, the Employer will pay fifty (50) percent of the premiums of the Plan and the employee will pay **fifty** (50) percent.

(c) When an employee is on extended leave without pay, the employee may pay the full premium in order to maintain coverage while on such leave.

(d) A summary of the general provisions and benefits of the Plan is appended to this agreement as Schedule D.

- (e) Employer maintains payment of the Employer premiums while an employee is on maternity leave or adoption leave for a maximum of thirty three (33) weeks.

***26.02 Workers' Compensation**

- (a) All employees shall be covered by the Workers' Compensation Act.
- (b) The Employer and the Union shall make every reasonable effort to have an employee who is on Workers' Compensation return to work in his/her former position, or if the Workers' Compensation Commission determines that the employee cannot work in his/her former position, to another position in the bargaining unit.
- * (c) An employee who cannot work in his/her regular position on account of an occupational accident or occupational disease that is covered by the Workers' Compensation Act, but who can work in another position in the bargaining unit will be encouraged by the Employer and the union to accept a position under the terms of clause 15.08.
- 3.c * (d) Employees who are temporarily disabled and unable to work but who are returning to work with the employer and/or employees whom the Workers' Compensation Commission determines cannot work on account of an occupational accident or occupational disease that is covered by the Workers' Compensation Commission, shall, subject to **20.09**, continue to accrue benefits of this agreement including being credited for any salary increases.
- * (e) If the person fails to obtain employment under (a) - (c) above, a Joint Committee, comprised of an equal number of Employer and Union representatives shall be established, as required, to facilitate the person returning to employment elsewhere.
- (f) The employee shall provide the Employer all information pertaining to his/her compensable injury.
- * (g) Pending a decision on the compensability of a claim, the employee shall receive salary calculated as if the Workers' Compensation Commission were to accept the claim. Payment pending a settlement shall not be deducted from an employee's accumulated sick leave credit. If the claim is denied by the Commission, the necessary adjustments shall be made.
- (h) Employees who are entitled to apply for CPP benefits may apply for such benefits, and if received, the employees will not be required to turn **this** money over to the Employer., Employees who receive CPP benefits shall be paid their net salary in accordance with clause **26.02**.
Employees on retraining by Workers' Compensation shall continue to receive pay increases and accrue benefits of this Agreement except annual leave and sick leave, which shall only apply once the person returns to work with an employer covered by Public Service (Collective Bargaining) Act after such retraining.
- * (i) For the purpose of clause 26.02, the employee's net pay shall be calculated on the basis of the total average earnings as calculated by the Workers' Compensation Commission.

- (j) Employees on Workers' Compensation shall be permitted to file a revised TD-1 with the Employer.
- (k) When an incident or injury occurs while an employee is working, the employee shall notify his/her supervisor subject to extenuating circumstances, before the employee leaves his/her place of work or before the end of the shift. The appropriate incident or injury report form shall be completed no later than forty eight (48) hours after the occurrence of the incident or injury.
- (l) If it is determined that the injury may result in a Lost Time Claim, the employee shall complete the Workers' Compensation Form 6. This form should be completed and forwarded to the Commission within forty eight (48) hours of the injury, subject to extenuating circumstances. The Employer shall forward the Workers' Compensation Form 7 to the Commission within three (3) working days of the injury.
- *(m) Pension credit and group insurance coverage to continue on the basis of the pre-injury salary including contact allowance, salary adjustments for step progression or pay increases during the period of temporary absence, subject to payment of appropriate premiums based on the preinjury salary rate or adjusted rate because of step progression or pay increases, provided this proposal reflects the current practice and does not violate the Worker's Compensation Act.

26.03 Injured Worker Relief Fund

- (a) The Employer and the Union shall establish a jointly administered Injured Worker Relief Fund. Interest income accruing from the Fund investments shall form a part of the Fund. Administration charges will be paid from the Fund.
- (b) Employees who incur a compensable injury and who are deemed to be employable by the Workers' Compensation Commission but who, after making reasonable efforts, as agreed by the parties or determined by the Workers' Compensation Commission to obtain employment but fail to do so, shall be eligible for benefits from the Injured Worker Relief Fund.
- (c) Benefits payable from the Injured Worker Relief Fund may include special training allowances, income supplements or other benefits deemed appropriate by the parties.
- (d) Any disagreement between the parties over the level or type of benefits to be paid shall be settled by arbitration, as provided under the collective agreement.
- (e) Each case which results in ongoing payments from the Fund shall be reviewed on an annual basis or as needed, with adjustments made as decided appropriate.
- (f) It is not the intention of the parties to provide benefits from the Fund, which would result in a person receiving higher total benefits than if the person were totally disabled.
- (g) This Fund shall be exclusively available to employees who are members of the Union and covered by the Hospital Support Staff, Waterford Hospital Support Staff, Central Laundry Collective Agreements and agreements with Versa Services Limited whereby employees are employed in hospitals listed in Schedule C of the

Hospital Support Staff Agreement. The Committee which administers the Fund shall have equal representation from the Union and the Employer.

- (h) Persons receiving benefits from the Fund shall only be considered employees for the purpose of their respective Pension Plan and Group Insurance Plan. The person shall continue to pay his/her portion of the Pension Plan and Group Insurance Plan. The Employer shall pay the Employer portion of the Pension Plan and the Group Insurance Plan.
- (i) A person who is receiving monies from the Fund shall not be required to apply for a disability pension as a result of an injury under the Public Service Pension Plan. It is understood that no additional money shall be put into the Fund by the Employer.

26.04 Pension

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

26.05 Liability Protection

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

Article 27 - Technological Change

4. a

27.01 Advance Notice

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

27.02 Consultation

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

27.03 Attrition Arrangement

4. c

No employee will be laid off because of technological change or new method of operation unless such employee refuses, without good reason, to avail of additional training provided to equip the employee with the new or greater **skills** required by the technological change or new method of operation.

27.04 Income Protection

4. e

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

27.05 Transfer Arrangements

An employee who is displaced from his/her job by virtue of technological change or new method of operation will be given the opportunity to fill other vacancies according to seniority, ability and qualification.

27.06 Training Benefits

f.c

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Employer, be given a reasonable period of time in the opinion of the Employer, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee.

27.07 No New Employees

No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation, until the employee(s) already working, and affected by the change have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment, as provided for in clause 27.06.

Article 28 - Contracting Out

28.01 Contracting Out

f.e.2

Should the Employer contract out work, the Employer agrees to provide other positions for any staff that would normally be laid off by the decision to contract out work and the employee's salary at the time of contracting out shall be maintained during the duration of this contract. No employee affected by the Employer's decision to contract out work shall suffer a reduction in his/her annual salary, benefits, or hours of work as a result of the Employer's decision to contract out work.

28.02 Period of Notice

f.e.1

No contract services will be finalized without the Union being given sixty (60) days notice of the Employer's intention to contract out the service.

Article 29 - Uniform and Clothing Allowances

29.01 Uniform Requirements

At the discretion of the Employer, uniforms shall be worn as required and if supplied by the Employer remain the property-of the Employer.

29.02 Uniform Style

Uniforms shall be of the type and design approved by the Employer. The type and design of the uniforms will not be changed unless notice is given to the employees in December prior to or upon payment of the uniform allowance.

29.03 Uniform Allowance

Where the Employer requires a uniform to be worn and with the Employer's approval, employees may elect to purchase uniforms of their own choosing and in such cases an allowance of one hundred and seventy-five dollars (\$175) per year shall be paid providing the design, material, colour, and style are approved by the Employer. The uniform allowance shall be paid on the first pay day in December or upon termination on a pro-rata basis.

29.04 Trades Personnel Clothing

- (a) Carpenters, electricians, painters, plasterers, plumbers, stationery engineers, utility workers, and trades helpers shall be supplied with coveralls as required by the Employer at no expense to the employee and shall be cleaned at the expense of the Employer.
- (b) The Employer is prepared to make certain that appropriate rain wear is available in the maintenance departments for the utility workers and watchmen when these employees may be required to work outside in wet weather.

29.05 Care of Clothing

Employees who do not take reasonable care of Employer owned clothing may be required by the Employer to replace such clothing at their own expense.

29.06 Restrictions on Use

Employees shall not wear uniforms and coveralls provided by the Employer when off duty.

29.07 Ambulance Drivers, Equipment Operators, Watchpersons and Security Guards

Ambulance Drivers, Equipment Operators, Watchpersons and Security Guards shall be provided with uniforms consisting of items listed in Schedule B of this agreement.

29.08 Maintenance of Work Clothing or Uniforms

It shall be the responsibility of the Employer to clean, launder and maintain all clothing and equipment issued.

Article 30 - General Conditions

30.01 Proper Accommodation

Where possible, proper accommodation shall be provided for employees to have their meals and store and change their clothes.

All employees working on an unsanitary or dangerous job shall be supplied with all necessary tools, safety equipment and protective clothing. The Employer will endeavour, whenever possible, to provide locker space for the protection of clothing.

30.02 Bulletin Boards

The Employer shall provide suitable bulletin boards for the exclusive use of the Union, placed so that all employees will have access to them and upon which the Union shall have the right to post notices of Union business. Other notices shall be subject to approval of the Employer.

30.03 Parking Facilities

The Employer shall provide, wherever possible, adequate facilities for employees to park their cars during their working hours. The cost of parking will not increase between now and March 31, 1993.

*30.04 Portability

*(a) Employees who are accepted for employment in another or the same hospital covered by this agreement within one hundred and twenty (**120**) days of resignation shall retain portability respecting:

- (i) accumulative sick leave credits;
- (ii) accumulated vacation entitlement; and
- (iii) service for severance pay purposes

In the same manner, portability respecting:

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

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

The Employer in consultation with the Union shall endeavour to standardize the benefits available in the hospitals.

(b) Employees who receive portability of benefits under 30.04 (a) 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.

(c) Employees re-employed after termination shall, for the purpose of this agreement, be placed on their respective salary scales on a step not lower than the step that they were on at the date of termination provided that they have not been out of the employment of an Employer covered by the Public Service (Collective Bargaining) Act for a period of more than two (2) years.

30.05 Part-time and Temporary Employees

- (a) Part-time employees shall receive the wages and benefits specified in this agreement on a pro rata basis according to their hours of work.
- (b) 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.

*30.06 Retroactivity

The following benefits are retroactive to January 1, 1998:

Salary, Overtime, Callback

**30.07 Payment to Terminated Employees

Retroactive pay will be made available to any employee terminated since January 1, 1998, upon written request to the Employer by the employee.

30.08 Orientation Program

The Employer shall provide an orientation program to new employees, which shall include information on the organization's policy, procedures, fire and disaster plans.

30.09 Staff Health Services

A staff health service, where possible, shall be available in the case of accident, illness, or injury while employees are on duty.

30.10 Immunization

Immunizations which are determined to be required by the Employer shall be provided to employees.

30.11 Contagious Diseases

The Newfoundland and Labrador Health Care Association will circulate to all Employers covered by this agreement a policy and procedure for the protection of employees from infectious diseases such as AIDS. Employers will be encouraged to make educational programs on AIDS available to all employees.

30.12 Classification Reviews

Classification reviews shall be conducted in the manner as outlined in the Treasury Board Procedures for Classification Reviews and Appeals.

30.13 Criminal Liability: Indemnity for Legal Fees

An employee who is charged in a criminal matter arising out of his/her employment and who is subsequently found not guilty, the charges are withdrawn, he/she is discharged at the preliminary hearing or the prosecution is stayed, shall have his/her reasonable legal fees paid by the Employer.

***30.14 Labour Force Adjustment and Productivity Council**

There shall be one council for **NAPE** with a subcommittee for the Employer (to be determined by mutual consent of the parties) with equal employee/Employer representatives. The Labour Force Adjustment and Productivity Council will be established, recognizing that Union participation will not be interpreted as Union agreement to the layoff of employees or similar matters.

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

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

Article 31 - Effect of Legislation

31.01 Continuation of Acquired Rights

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence, and either party upon notice to the other, may reopen the pertinent parts of the agreement so that the portions thus invalidated may be amended as required by law.

Article 32 - Copies of Agreement

32.01 Cost of Printing

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and his/her rights and obligations under it. For this reason, the Employer shall print at a cost to be equally shared between the Union and the Employer, sufficient copies of the agreement within thirty (30) days of signing.

Article 33 - Severance Pay

***33.01 Service Requirements for Severance Pay**

An employee who has nine (9) or more years continuous service in the employ of the Employer is entitled to be paid on resignation or retirement, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his/her weekly salary to a maximum of twenty (20) weeks pay. For the purpose of this article, service for a temporary employee shall be the actual period of employment with the Employer provided that where a break in employment exceeds twelve (12) consecutive months, service shall commence from the date of re-employment. Maternity leave and adoption leave up to thirty-three (33) 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.

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33.02 Severance Pay Paid to Estate

Any severance pay entitlement of a deceased employee shall be paid to such employee's estate.

Article 34 - Personal Loss

34.01 Subject to clauses 34.02 and 34.03, where an employee in the performance of his/her duty suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered, subject to a maximum of three hundred dollars (\$300).

34.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within five (5) calendar days of the incident to the Administrator or his/her designated representative.

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

34.04 Compensation under this article, for approved claims will be paid within thirty (30) days of approval.

Article 35 - Duration of Agreement

**35.01 Duration

Except as otherwise provided in specific clauses, this agreement shall be effective from date of signing and remain in full force and effect until March 31, 2001 and thereafter from year to year unless either party gives notice in writing of termination or amendment not more than one hundred and twenty (120) calendar days and no less than thirty (30) calendar days prior to the date of expiration.

35.02 Change in Agreement

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.

35.03 Notice of Changes

Either party desiring to propose changes to this agreement shall within thirty (30) calendar days following receipt of notice under 35.01, give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new agreement.

35.04 Agreement to Remain in Effect

Notwithstanding anything contained above, this agreement shall remain in force and effect until replaced by a new agreement or the parties have entered into a legal strike or lockout.

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

Article 36 - Sexual & Personal Harassment

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

3. a. 1
3. A. 2
**36.02 The Employer and the Union recognize the right of employees to work in an environment free from sexual or personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual or personal harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that such harassment ceases. The victim shall be protected from repercussions which may result from his/her complaint.

****36.03 Definition of Sexual Harassment**

Sexual harassment is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one (1) time basis or a series of incidents, however, minor. It is unsolicited, one-sided and/or coercive. Both males and females may be the victim of sexual harassment.

Sexual harassment may involve favours or promises of favours or advantages in return for submission to sexual advances or, alternatively, the threat of reprisal for refusing.

Sexual harassment can be expressed in a number of ways which may include:

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

****36.04 Definition of Personal Harassment**

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

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

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation. The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail and/or coercion.

Personal harassment of a bargaining unit member shall be investigated.

Article 37 - Occupational Health and Safety

37.01 Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be established and governed by the Occupational Health and Safety Act and Regulations and shall also include environmental issues. The Employer agrees that there shall be a sub-committee comprised of Employer and NAPE representatives of the Occupational Health and Safety Committee to deal with problems related to employees who are members of the Newfoundland Association of Public Employees.

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

SIGNED on behalf of the Treasury Board representing Her Majesty the Queen in Right of Newfoundland by the Honourable Paul Dicks, President of Treasury Board, and the Honourable Joan Marie Alyward, Minister of Health. in the presence of the witness hereto subscribing:

Debbie Jubett

Paul D. Dicks

SIGNED on behalf of the Newfoundland and Labrador Health Care Association by its proper officers, on behalf of all Hospitals and Agencies listed in Schedule C in accordance with the constitution in the presence of the witness hereto subscribing

Joane M. Bennett

John Padden

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

Aursten A. in
Phyllis Loder
Ralph Morris
Janet Rozewally
Jeff Earle

Abbie Lowney.
Kenneth Greene
Darlene Mackey,
Richard Ring
David [unclear]
Paul [unclear]

SCHEDULE A - SALARIES

"Red Circled" Employees

M d 4

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

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, i.e. when these employees work an equivalent of twelve (12) months of service.

NAPE HOSPITAL SUPPORT STAFF

EFFECTIVE JANUARY 1, 1998

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
HS-08	Annual	19,413.81	20,032.22	20,650.63
	Bi-Weekly	746.69	770.47	794.26
	Hourly	9.96	10.27	10.59
HS-09	Annual	19,555.23	20,184.40	20,813.56
	Bi-Weekly	752.12	776.32	800.52
	Hourly	10.03	10.35	10.67
HS-10	Annual	19,695.39	20,334.69	20,973.96
	Bi-Weekly	757.52	782.10	806.69
	Hourly	10.10	10.43	10.76
HS-11	Annual	19,836.81	20,486.23	21,135.62
	Bi-Weekly	762.95	787.93	812.91
	Hourly	<u>10.17</u>	10.51	10.84
HS-12	Annual	20,012.66	20,674.08	21,335.49
	Bi-Weekly	769.72	795.16	820.60
	Hourly	10.26	10.60	10.94
HS-13	Annual	20,189.72	20,863.17	21,536.63
	Bi-Weekly	776.53	802.43	828.33
	Hourly	10.35	10.70	11.04
HS-14	Annual	20,399.99	21,098.15	21,796.32
	Bi-Weekly	784.62	811.47	838.32
	Hourly	10.46	10.82	11.18
HS-15	Annual	20,647.15	21,373.21	22,099.29
	Bi-Weekly	794.12	822.05	849.97
	Hourly	10.59	10.96	11.33
HS-16	Annual	20,899.23	21,651.38	22,403.52
	Bi-Weekly	803.82	832.75	861.67
	Hourly	10.72	11.10	11.49
HS-17	Annual	21,242.30	22,033.59	22,824.89
	Bi-Weekly	817.01	847.45	877.88
	Hourly	10.89	11.30	11.71
HS-18	Annual	21,477.15	22,303.14	23,129.11
	Bi-Weekly	826.04	857.81	889.58
	Hourly	11.01	11.44	11.86
HS-19	Annual	21,897.70	22,772.47	23,647.24
	Bi-Weekly	842.22	875.86	909.51
	Hourly	11.23	11.68	12.13
HS-20	Annual	22,360.03	23,298.97	24,237.91
	Bi-Weekly	860.00	896.11	932.23
	Hourly	11.47	11.95	12.43

NAPE HOSPITAL SUPPORT STAFF

EFFECTIVE JANUARY 1, 1998		I		
		STEP 1	STEP 2	STEP 3
HS-21	Annual	22,721.56	23,730.51	24,739.46
	Bi-Weekly	873.91	912.71	951.52
	Hourly	11.65	12.17	12.69
HS-22	Annual	23,175.29	24,261.61	25,347.94
	Bi-Weekly	891.36	933.14	974.92
	Hourly	11.88	12.44	13.00
HS-23	Annual	23,624.11	24,769.91	25,915.70
	Bi-Weekly	908.62	952.69	996.76
	Hourly	12.11	12.70	13.29
HS-24	Annual	24,486.08	25,734.28	26,982.48
	Bi-Weekly	941.77	989.78	1,037.79
	Hourly	12.56	13.20	13.84
HS-25	Annual	25,393.57	26,719.50	28,045.41
	Bi-Weekly	976.68	1,027.67	1,078.67
	Hourly	13.02	13.70	14.38
HS-26	Annual	26,324.40	27,720.84	29,117.27
	Bi-Weekly	1,012.48	1,066.19	1,119.90
	Hourly	13.50	14.22	14.93
HS-27	Annual	27,255.25	28,720.26	30,185.29
	Bi-Weekly	1,048.28	1,104.63	1,160.97
	Hourly	13.98	14.73	15.48
HS-28	Annual	28,234.04	29,771.69	31,309.35
	Bi-Weekly	1,085.92	1,145.07	1,204.21
	Hourly	14.48	15.27	16.06
HS-29	Annual	29,013.63	30,596.86	32,180.08
	Bi-Weekly	1,115.91	1,176.80	1,237.70
	Hourly	14.88	15.69	16.50
HS-30	Annual	29,788.30	31,433.55	33,078.79
	Bi-Weekly	1,145.70	1,208.98	1,272.26
	Hourly	15.28	16.12	16.96
HS-31	Annual	30,901.11	32,622.63	34,344.14
	Bi-Weekly	1,188.50	1,254.72	1,320.93
	Hourly	15.85	16.73	17.61
HS-32	Annual	31,882.40	33,675.29	35,468.21
	Bi-Weekly	1,226.25	1,295.20	1,364.16
	Hourly	16.35	17.27	18.19
HS-33	Annual	32,890.70	34,756.10	36,621.50
	Bi-Weekly	1,265.03	1,336.77	1,408.52
	Hourly	16.87	17.82	18.78

NAPE HOSPITAL SUPPORT STAFF

EFFECTIVE JANUARY 1, 1998		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
HS-34	Annual	34,026.88	35,970.89	37,914.88
	Bi-Weekly	1,308.73	1,383.50	1,458.26
	Hourly	17.45	18.45	19.44
HS-35	Annual	35,294.63	37,322.09	39,349.52
	Bi-Weekly	1,357.49	1,435.47	1,513.44
	Hourly	18.10	19.14	20.18
HS-36	Annual	36,610.36	38,736.73	40,863.11
	Bi-Weekly	1,408.09	1,489.87	1,571.66
	Hourly	18.77	19.86	20.96
HS-37	Annual	37,958.06	40,168.64	42,379.24
	Bi-Weekly	1,459.93	1,544.95	1,629.97
	Hourly	19.47	20.60	21.73
HS-38	Annual	39,303.27	41,584.05	43,864.81
	Bi-Weekly	1,511.66	1,599.39	1,687.11
	Hourly	20.16	21.33	22.49
HS-39	Annual	40,622.66	43,034.27	45,445.85
	Bi-Weekly	1,562.41	1,655.16	1,747.92
	Hourly	20.83	22.07	23.31
HS-40	Annual	41,942.08	44,438.68	46,935.27
	Bi-Weekly	1,613.16	1,709.18	1,805.20
	Hourly	21.51	22.79	24.07

NAPE HOSPITAL SUPPORT STAFF

EFFECTIVE JUNE 1, 1999

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
HS-08	Annual	19,802.09	20,432.86	21,063.64
	Bi-Weekly	761.62	785.88	810.14
	Hourly	10.15	10.48	10.80
HS-09	Annual	19,946.33	20,588.09	21,229.83
	Bi-Weekly	767.17	791.85	816.53
	Hourly	10.23	10.56	10.89
HS-10	Annual	20,089.30	20,741.38	21,393.44
	Bi-Weekly	772.67	797.75	822.82
	Hourly	10.30	10.64	10.97
HS-11	Annual	20,233.55	20,895.95	21,558.33
	Bi-Weekly	778.21	803.69	829.17
	Hourly	<u>10.38</u>	10.72	11.06
HS-12	Annual	20,412.91	21,087.56	21,762.20
	Bi-Weekly	785.11	811.06	837.01
	Hourly	10.47	10.81	11.16
HS-13	Annual	20,593.51	21,280.43	21,967.36
	Bi-Weekly	792.06	818.48	844.90
	Hourly	10.56	10.91	11.27
HS-14	Annual	20,807.99	21,520.11	22,232.25
	Bi-Weekly	800.31	827.70	855.09
	Hourly	10.67	11.04	11.40
HS-15	Annual	21,060.09	21,800.67	22,541.28
	Bi-Weekly	810.00	838.49	866.97
	Hourly	10.80	11.18	11.56
HS-16	Annual	21,317.21	22,084.41	22,851.59
	Bi-Weekly	819.89	849.40	878.91
	Hourly	10.93	11.33	11.72
HS-17	Annual	21,667.15	22,474.26	23,281.39
	Bi-Weekly	833.35	864.39	895.44
	Hourly	11.11	11.53	11.94
HS-18	Annual	21,906.69	22,749.20	23,591.69
	Bi-Weekly	842.57	874.97	907.37
	Hourly	11.23	11.67	12.10
HS-19	Annual	22,335.65	23,227.92	24,120.18
	Bi-Weekly	859.06	893.38	927.70
	Hourly	11.45	11.91	12.37
HS-20	Annual	22,807.23	23,764.95	24,722.67
	Bi-Weekly	877.20	914.04	950.87
	Hourly	11.70	12.19	12.68

NAPE HOSPITAL SUPPORT STAFF

EFFECTIVE JUNE 1, 1999

		STEP 1	STEP 2	STEP 3
HS-21	Annual	23,175.99	24,205.12	25,234.25
	Bi-Weekly	891.38	930.97	970.55
	Hourly	11.89	12.41	12.94
HS-22	Annual	23,638.80	24,746.84	25,854.90
	Bi-Weekly	909.18	951.80	994.42
	Hourly	12.12	12.69	13.26
HS-23	Annual	24,096.59	25,265.31	26,434.01
	Bi-Weekly	926.79	971.74	1,016.69
	Hourly	12.36	12.96	13.56
HS-24	Annual	24,975.80	26,248.97	27,522.13
	Bi-Weekly	960.61	1,009.58	1,058.54
	Hourly	12.81	13.46	14.11
HS-25	Annual	25,901.44	27,253.89	28,606.32
	Bi-Weekly	996.21	1,048.23	1,100.24
	Hourly	13.28	13.98	14.67
HS-26	Annual	26,850.89	28,275.26	29,699.62
	Bi-Weekly	1,032.73	1,087.51	1,142.29
	Hourly	13.77	14.50	15.23
HS-27	Annual	27,800.36	29,294.67	30,789.00
	Bi-Weekly	1,069.24	1,126.72	1,184.19
	Hourly	14.26	15.02	15.79
HS-28	Annual	28,798.72	30,367.12	31,935.54
	Bi-Weekly	1,107.64	1,167.97	1,228.29
	Hourly	14.77	15.57	16.38
HS-29	Annual	29,593.90	31,208.80	32,823.68
	Bi-Weekly	1,138.23	1,200.34	1,262.45
	Hourly	15.18	16.00	16.83
HS-30	Annual	30,384.07	32,062.22	33,740.37
	Bi-Weekly	1,168.62	1,233.16	1,297.71
	Hourly	15.58	16.44	17.30
HS-31	Annual	31,519.13	33,275.08	35,031.02
	Bi-Weekly	1,212.27	1,279.81	1,347.35
	Hourly	16.16	17.06	17.96
HS-32	Annual	32,520.05	34,348.80	36,177.57
	Bi-Weekly	1,250.77	1,321.11	1,391.45
	Hourly	16.68	17.61	18.55
HS-33	Annual	33,548.51	35,451.22	37,353.93
	Bi-Weekly	1,290.33	1,363.51	1,436.69
	Hourly	17.20	18.18	19.16

NAPE HOSPITAL SUPPORT STAFF

EFFECTIVE JUNE ■ 1999

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
HS-34	Annual	34,707.42	36,690.31	38,673.18
	Bi-Weekly	1,334.90	1,411.17	1,487.43
	Hourly	17.80	18.82	19.83
HS-35	Annual	36,000.52	38,068.53	40,136.51
	Bi-Weekly	1,384.64	1,464.17	1,543.71
	Hourly	18.46	19.52	20.58
HS-36	Annual	37,342.57	39,511.46	41,680.37
	Bi-Weekly	1,436.25	1,519.67	1,603.09
	Hourly	19.15	20.26	21.37
HS-37	Annual	38,717.22	40,972.01	43,226.82
	Bi-Weekly	1,489.12	1,575.85	1,662.57
	Hourly	19.85	21.01	22.17
HS-38	Annual	40,089.34	42,415.73	44,742.11
	Bi-Weekly	1,541.90	1,631.37	■720.85
	Hourly	20.56	21.75	22.94
HS-39	Annual	41,435.11	43,894.96	46,354.77
	Bi-Weekly	1,593.66	1,688.27	1,782.88
	Hourly	21.25	22.51	23.77
HS-40	Annual	42,780.92	45,327.45	47,873.98
	Bi-Weekly	1,645.42	1,743.36	1,841.31
	Hourly	21.94	23.24	24.55

NAPE HOSPITAL SUPPORT STAFF

EFFECTIVE JUNE 1, 2000

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
HS-08	Annual	20,198.13	20,841.52	21,484.91
	Bi-Weekly	776.85	801.60	826.34
	Hourly	10.36	10.69	11.02
HS-09	Annual	20,345.26	20,999.85	21,654.43
	Bi-Weekly	782.51	807.69	832.86
	Hourly	10.43	10.77	11.10
HS-10	Annual	20,491.09	21,156.21	21,821.31
	Bi-Weekly	788.12	813.70	839.28
	Hourly	10.51	10.85	11.19
HS-11	Annual	20,638.22	21,313.87	21,989.50
	Bi-Weekly	793.78	819.76	845.75
	Hourly	10.58	10.93	11.28
HS-12	Annual	20,821.17	21,509.31	22,197.44
	Bi-Weekly	800.81	827.28	853.75
	Hourly	10.68	11.03	11.38
HS-13	Annual	21,005.38	21,706.04	22,406.71
	Bi-Weekly	807.90	834.85	861.80
	Hourly	10.77	11.13	11.49
HS-14	Annual	21,224.15	21,950.51	22,676.90
	Bi-Weekly	816.31	844.25	872.19
	Hourly	10.88	11.26	11.63
HS-15	Annual	21,481.29	22,236.68	22,992.11
	Bi-Weekly	826.20	855.26	884.31
	Hourly	11.02	11.40	11.79
HS-16	Annual	21,743.55	22,526.10	23,308.62
	Bi-Weekly	836.29	866.39	896.49
	Hourly	11.15	11.55	11.95
HS-17	Annual	22,100.49	22,923.75	23,747.02
	Bi-Weekly	850.02	881.68	913.35
	Hourly	11.33	11.76	12.18
HS-18	Annual	22,344.82	23,204.18	24,063.52
	Bi-Weekly	859.42	892.47	925.52
	Hourly	11.46	11.90	12.34
HS-19	Annual	22,782.36	23,692.48	24,602.58
	Bi-Weekly	876.24	911.25	946.25
	Hourly	11.68	12.15	12.62
HS-20	Annual	23,263.37	24,240.25	25,217.12
	Bi-Weekly	894.75	932.32	969.89
	Hourly	11.93	12.43	12.93

NAPE HOSPITAL SUPPORT STAFF

EFFECTIVE JUNE 1, 2000

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
HS-21	Annual	23,639.51	24,689.22	25,738.94
	Bi-Weekly	909.21	949.59	989.96
	Hourly	12.12	12.66	13.20
HS-22	Annual	24,111.58	25,241.78	26,372.00
	Bi-Weekly	927.37	970.84	1,014.31
	Hourly	12.36	12.94	13.52
HS-23	Annual	24,578.52	25,770.62	26,962.69
	Bi-Weekly	945.33	991.18	1,037.03
	Hourly	12.60	13.22	13.83
HS-24	Annual	25,475.32	26,773.95	28,072.57
	Bi-Weekly	979.82	1,029.77	1,079.71
	Hourly	13.06	13.73	14.40
HS-25	Annual	26,419.47	27,798.97	29,178.45
	Bi-Weekly	1,016.13	1,069.19	1,122.25
	Hourly	13.55	14.26	14.96
HS-26	Annual	27,387.91	28,840.77	30,293.61
	Bi-Weekly	1,053.38	1,109.26	1,165.14
	Hourly	14.05	14.79	15.54
HS-27	Annual	28,356.37	29,880.56	31,404.78
	Bi-Weekly	1,090.63	1,149.25	1,207.88
	Hourly	14.54	15.32	16.11
HS-28	Annual	29,374.69	30,974.46	32,574.25
	Bi-Weekly	1,129.80	1,191.33	1,252.86
	Hourly	15.06	15.88	16.70
HS-29	Annual	30,185.78	31,832.98	33,480.15
	Bi-Weekly	1,160.99	1,224.35	1,287.70
	Hourly	15.48	16.32	17.17
HS-30	Annual	30,991.75	32,703.46	34,415.18
	Bi-Weekly	1,191.99	1,257.83	1,323.66
	Hourly	15.89	16.77	17.65
HS-31	Annual	32,149.51	33,940.58	35,731.64
	Bi-Weekly	1,236.52	1,305.41	1,374.29
	Hourly	16.49	17.41	18.32
HS-32	Annual	33,170.45	35,035.78	36,901.12
	Bi-Weekly	1,275.79	1,347.53	1,419.27
	Hourly	17.01	17.97	18.92
HS-33	Annual	34,219.48	36,160.24	38,101.01
	Bi-Weekly	1,316.13	1,390.78	1,465.42
	Hourly	17.55	18.54	19.54

NAPE HOSPITAL SUPPORT STAFF

EFFECTIVE JUNE 1, 2000

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
HS-34	Annual	35,401.57	37,424.12	39,446.64
	Bi-Weekly	1,361.60	1,439.39	1,517.18
	Hourly	18.15	19.19	20.23
HS-35	Annual	36,720.53	38,829.90	40,939.24
	Bi-Weekly	1,412.33	1,493.46	1,574.59
	Hourly	18.83	19.91	20.99
HS-36	Annual	38,089.42	40,301.69	42,513.98
	Bi-Weekly	1,464.98	1,550.07	1,635.15
	Hourly	19.53	20.67	21.80
HS-37	Annual	39,491.56	41,791.45	44,091.36
	Bi-Weekly	1,518.91	1,607.36	1,695.82
	Hourly	20.25	21.43	22.61
HS-38	Annual	40,891.13	43,264.04	45,636.95
	Bi-Weekly	1,572.74	1,664.00	1,755.27
	Hourly	20.97	22.19	23.40
HS-39	Annual	42,263.81	44,772.86	47,281.87
	Bi-Weekly	1,625.53	1,722.03	1,818.53
	Hourly	21.67	22.96	24.25
HS-40	Annual	43,636.54	46,234.00	48,831.46
	Bi-Weekly	1,678.33	1,778.23	1,878.13
	Hourly	22.38	23.71	25.04

NAPE HOSPITAL SUPPORT STAFF

EFFECTIVE FEBRUARY 1, 2001

		STEP 1	STEP 2	STEP 3
HS-08	Annual	20,400.11	21,049.94	21,699.76
	Bi-Weekly	784.62	809.61	834.61
	Hourly	10.46	10.79	11.13
HS-09	Annual	20,548.71	21,209.85	21,870.97
	Bi-Weekly	790.34	815.76	841.19
	Hourly	10.54	10.88	11.22
HS-10	Annual	20,696.00	21,367.77	22,039.52
	Bi-Weekly	796.00	821.84	847.67
	Hourly	10.61	10.96	11.30
HS-11	Annual	20,844.60	21,527.01	22,209.40
	Bi-Weekly	801.72	827.96	854.21
	Hourly	10.69	11.04	11.39
HS-12	Annual	21,029.38	21,724.40	22,419.41
	Bi-Weekly	808.82	835.55	862.29
	Hourly	10.78	11.14	11.50
HS-13	Annual	21,215.43	21,923.10	22,630.78
	Bi-Weekly	815.98	843.20	870.41
	Hourly	10.88	11.24	11.61
HS-14	Annual	21,436.39	22,170.02	22,903.67
	Bi-Weekly	824.48	852.69	880.91
	Hourly	10.99	11.37	11.75
HS-15	Annual	21,696.10	22,459.05	23,222.03
	Bi-Weekly	834.47	863.81	893.16
	Hourly	11.13	11.52	11.91
HS-16	Annual	21,960.99	22,751.36	23,541.71
	Bi-Weekly	844.65	875.05	905.45
	Hourly	11.26	11.67	12.07
HS-17	Annual	22,321.49	23,152.99	23,984.49
	Bi-Weekly	858.52	890.50	922.48
	Hourly	11.45	11.87	12.30
HS-18	Annual	22,568.27	23,436.22	24,304.16
	Bi-Weekly	868.01	901.39	934.78
	Hourly	11.57	12.02	12.46
HS-19	Annual	23,010.18	23,929.40	24,848.61
	Bi-Weekly	885.01	920.36	955.72
	Hourly	11.80	12.27	12.74
HS-20	Annual	23,496.00	24,482.65	25,469.29
	Bi-Weekly	903.69	941.64	979.59
	Hourly	12.05	12.56	13.06

NAPE HOSPITAL SUPPORT STAFF

EFFECTIVE FEBRUARY 1, 2001

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
HS-21	Annual	23,875.91	24,936.11	25,996.33
	Bi-Weekly	918.30	959.08	999.86
	Hourly	12.24	12.79	13.33
HS-22	Annual	24,352.70	25,494.20	26,635.72
	Bi-Weekly	936.64	980.55	1,024.45
	Hourly	12.49	13.07	13.66
HS-23	Annual	24,824.31	26,028.33	27,232.32
	Bi-Weekly	954.78	1,001.09	1,047.40
	Hourly	12.73	13.35	13.97
HS-24	Annual	25,730.07	27,041.69	28,353.30
	Bi-Weekly	989.62	1,040.07	1,090.51
	Hourly	13.19	13.87	14.54
HS-25	Annual	26,683.66	28,076.96	29,470.23
	Bi-Weekly	1,026.29	1,079.88	1,133.47
	Hourly	13.68	14.40	15.11
HS-26	Annual	27,661.79	29,129.18	30,596.55
	Bi-Weekly	1,063.92	1,120.35	1,176.79
	Hourly	14.19	14.94	15.69
HS-27	Annual	28,639.93	30,179.37	31,718.83
	Bi-Weekly	1,101.54	1,160.75	1,219.96
	Hourly	14.69	15.48	16.27
HS-28	Annual	29,668.44	31,284.20	32,899.99
	Bi-Weekly	1,141.09	1,203.24	1,265.38
	Hourly	15.21	16.04	16.87
HS-29	Annual	30,487.64	32,151.31	33,814.95
	Bi-Weekly	1,172.60	1,236.59	1,300.58
	Hourly	15.63	16.49	17.34
HS-30	Annual	31,301.67	33,030.49	34,759.33
	Bi-Weekly	1,203.91	1,270.40	1,336.90
	Hourly	16.05	16.94	17.83
HS-31	Annual	32,471.01	34,279.99	36,088.96
	Bi-Weekly	1,248.89	1,318.46	1,388.04
	Hourly	16.65	17.58	18.51
HS-32	Annual	33,502.15	35,386.14	37,270.13
	Bi-Weekly	1,288.54	1,361.01	1,433.47
	Hourly	17.18	18.15	19.11
HS-33	Annual	34,561.67	36,521.84	38,482.02
	Bi-Weekly	1,329.30	1,404.69	1,480.08
	Hourly	17.72	18.73	19.73

NAPE HOSPITAL SUPPORT STAFF

EFFECTIVE FEBRUARY 1, 2001

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
HS-34	Annual	35,755.59	37,798.36	39,841.11
	Bi-Weekly	1,375.22	1,453.78	1,532.35
	Hourly	18.34	19.38	20.43
HS-35	Annual	37,087.74	39,218.20	41,348.63
	Bi-Weekly	1,426.45	1,508.39	1,590.33
	Hourly	19.02	20.11	21.20
HS-36	Annual	38,470.31	40,704.71	42,939.12
	Bi-Weekly	1,479.63	1,565.57	1,651.50
	Hourly	19.73	20.87	22.02
HS-37	Annual	39,886.48	42,209.36	44,532.27
	Bi-Weekly	1,534.10	1,623.44	1,712.78
	Hourly	20.45	21.65	22.84
HS-38	Annual	41,300.04	43,696.68	46,093.32
	Bi-Weekly	1,588.46	1,680.64	1,772.82
	Hourly	21.18	22.41	23.64
HS-39	Annual	42,686.45	45,220.59	47,754.69
	Bi-Weekly	1,641.79	1,739.25	1,836.72
	Hourly	21.89	23.19	24.49
HS-40	Annual	44,072.91	46,696.34	49,319.77
	Bi-Weekly	1,695.11	1,796.01	1,896.91
	Hourly	22.60	23.95	25.29

SCHEDULE A (continued)
Classifications in HS Bargaining Unit

CLASSIFICATION TITLE	CLASS SPEC#	PAY RANGE
Accountant I	0210	h5-29
Accounting Clerk I	0205	h5-19
Accounting Clerk II	0206	h5-23
Addictions Counsellor I	6084	h5-32
Addictions Counsellor II	6086	h5-34
Addictions Counsellor III	6099	h5-36
Addictions Officer	6075	h5-34
Administrative Officer I	0505	h5-30
Ambulance Dispatcher I	5637	h5-22
Ambulance Dispatcher II	5638	h5-28
Ambulance Operator/Attendant I	5634	h5-20
Ambulance Operator/Attendant II	5635	h5-26
Ambulance Operator/Attendant III	5636	h5-28
Art Instructor (Painting & Drawing)	5845	h5-29
Audiology Technician	5320	h5-21
Audio-visual Equipment Technician	2426	h5-25
Audio-visual Specialist	2424	h5-32
Auto Mechanic	8207	h5-23
Autopsy Assistant	5262	h5-18
Autopsy Technician	5263	h5-20
Barber I	8522	h5-17
Beautician I	8527	h5-17
Beautician II	8528	h5-18
Behaviour Management Specialist	6089	h5-32
Biomedical Engineering Technologist I	8503	h5-31
Biomedical Engineering Technologist II	8504	h5-33
Buyer I	0412	h5-25
Buyer II	0414	h5-28
Cardiovascular Perfusion Technician	5252	h5-25
Cardiovascular Perfusion Technologist	5255	h5-35
Carpenter I	8145	h5-22
Carpenter II	8146	h5-24
Child Management Specialist	6085	h5-30
Clerk I	0015	h5-11
Clerk II	0016	h5-15
Clerk III	0017	h5-19
Clerk IV	0018	h5-25

CLASSIFICATION TITLE	CLASS SPEC#	PAY RANGE
Clerk Stenographer I	0025	h5-13
Clerk Stenographer II	0026	h5-17
Clerk Stenographer III	0027	h5-21
Clerk Typist I	0020	h5-12
Clerk Typist II	0021	h5-16
Clerk Typist III	0022	h5-20
Computer Operator I	0892	h5-22
Computer Operator II	0893	h5-24
Computer Programmer/Analyst	0888	h5-36
Computer Programmer I	0889	h5-32
Computer Programmer II	0890	h5-34
Computer Support Specialist	0885	h5-34
Computer Support Technician	0899	h5-28
Computer Systems Analyst I	0886	h5-38
Computer Systems Analyst II	0887	HS-40
Cook I	7116	h5-16
Cook II	7117	h5-19
Cook Helper	7115	h5-10
Co-ordinator, Assessments & Placements	5062	h5-35
Data Entry Operator	0897	h5-16
Dental Assistant I	5105	HS-15
Dental Assistant II	5107	h5-17
Dental Hygienist II	5116	h5-26
Dental Technician	5110	h5-19
Departmental Programme Co-ordinator	0504	h5-34
Director of Volunteer Services		
Domestic Worker	7215	h5-08
Dormitory Receptionist	7224	h5-10
Dormitory Supervisor I	7225	h5-14
Driver/Psychiatric Attendant	5614	h5-20
Drug Clerk	5236	h5-16
Duplicating Equipment Operator	0114	h5-12
Electrician I	8140	h5-24
Electrician II	8141	h5-26
Electrocardiograph Technician I	5280	h5-16
Electrocardiograph Technician II	5281	h5-19
Electronics Controls Repairer	8501	h5-24
Electronics Technician	8500	h5-26

CLASSIFICATION TITLE	CLASS SPEC#	PAY RANGE
Equipment Operator I	8005	h5-16
Equipment Operator II	8006	h5-18
Farm Attendant (Juvenile)	4004	h5-22
Farming/Building Maintenance Worker	4003	h5-25
Food Operations Supervisor I	7135	h5-20
Food Service Supervisor	7110	h5-16
Food Service Worker I	7105	h5-08
Food Service Worker II	7106	h5-15
Gardener I	8310	h5-16
Health Education Assistant	5015	h5-24
Health Records Analyst	5007	h5-22
Homemaker	6088	h5-17
Hospital Admitting Clerk I	5072	h5-16
Hospital Admitting Clerk II	5073	h5-19
Hostel Manager		
Housekeeper Supervisor		
Information Specialist		
Instructional Materials Development Specialist/ Librarian	2448	h5-32
Job Opportunities Officer	5850	h5-29
Labourer I	8305	h5-14
LAN Administrator	0900	h5-38
Laundry Supervisor I	7010	h5-17
Laundry Worker I	7005	h5-08
Laundry Worker II	7006	h5-10
Laundry Worker III	7007	h5-14
Librarian I	2309	h5-30
Library Assistant	2303	h5-18
Library Clerk	2301	h5-16
Library Technician I	2305	h5-20
Library Technician II	2306	h5-22
Library Technician III	2307	h5-24
Licensed Practical Nurse I	5606	h5-19
Licensed Practical Nurse II	5607	h5-22
Licensed Practical Nurse III		
Mail and Messenger Clerk I	0005	h5-11
Maintenance Repairer I	8105	h5-18
Maintenance Repairer II	8106	h5-22
Management Analyst I	0350	h5-29
Management Analyst II	0351	h5-35

CLASSIFICATION TITLE	CLASS SPEC#	PAY RANGE
Meat Cutter	7125	HS-15
Mechanical Equipment Repairer	8148	h5-24
Medical Equipment Repairer	8502	h5-19
Medical Records Librarian I	5004	h5-24
Medical Records Technician I	5002	h5-18
Medical Records Technician II	5003	h5-20
Medical Services Aide I	5052	h5-10
Medical Services Aide II	5053	h5-12
Microfilm Operator I	0808	h5-14
Mould Room Technician	5260	h5-19
Music Instructor	5843	h5-29
Occupational Therapy Aide	5307	n5-16
Offset Press Operator I	8566	h5-20
Operating Room Technician	5610	h5-21
Ophthalmologist Assistant	5337	h5-16
Organ Procurement Coordinator		
Orthopaedic Technician	5251	h5-21
Painter I	8130	h5-21
Painter II	8131	h5-23
Parental Care Supervisor I	7240	h5-19
Parental Care Supervisor II	7241	HS-26
Payroll Officer I	0089	h5-19
Payroll Officer II	0090	h5-22
Payroll Supervisor		
Personal Care Attendant	5605	h5-14
Pharmacy Technician	7238	h5-18
Photographic Technician (Ophthalmology)	5336	h5-25
Physical Education Instructor I	2212	h5-29
Physiotherapy Aide I	5298	h5-14
Physiotherapy Aide II	5299	h5-20
Plaster Cast Technician	5250	h5-17
Plumber I	8135	h5-24
Plumber II	8136	h5-26
Power Engineer 4th Class	8610	h5-24
Power Engineer 4th Class (Shift-in-Charge)	8617	h5-26
Power Engineer 3rd Class	8611	h5-26
Power Engineer 2nd Class	8612	h5-30
Pre-Vocational & Employment Co-ordinator	6185	h5-34

CLASSIFICATION TITLE	CLASS SPEC#	PAY RANGE
Pre-Vocational & Employment Counsellor I	6187	h5-17
Pre-Vocational & Employment Counsellor II	6186	h5-23
Printing Production Worker I	8556	h5-19
Prosthetics-Orthotics Technician II	5270	h5-24
Prosthetics-Orthotist I	5271	h5-30
Prosthetics-Orthotist II	5272	h5-32
Psychiatric Nursing Assistant I	5615	h5-19
Psychiatric Nursing Assistant II	5616	h5-21
Psychiatric Nursing Assistant III	5617	h5-24
Psychiatric Therapy Aide I	5311	h5-20
Psychiatric Therapy Aide II	5312	h5-22
Psychiatric Therapy Aide III	5313	h5-24
Radio-Telephone Operator	0110	h5-16
Recreation Therapy Worker I	5294	h5-11
Recreation Therapy Worker II	5295	h5-16
Recreation Therapy Worker III	5296	h5-20
Recreational/Development Specialist	5292	h5-32
Regional Health Educator	5018	h5-35
Residence Counsellor (School for the Deaf)	6091	h5-30
Residence Counsellor Trainee (Sch for the Deaf)	6095	h5-24
Residential Housekeeper	7232	h5-14
Respiratory Technician I	5339	h5-16
Respiratory Technician II	5340	h5-20
Seamstress I	7008	h5-10
Seamstress II	7009	h5-12
Secretary I	0029	h5-21
Secretary II	0030	h5-23
Security Guard	7254	h5-15
Social Assistance Worker	6020	h5-29
Social Service Worker	6301	h5-24
Social Worker II	6303	h5-32
Social Worker III	6304	h5-34
SPD/MPD Supervisor		
Staff Training & Development Co-ordinator	0304	h5-32
Statistician I	0325	h5-31
Statistician II	0326	h5-35
Stenographer I	0042	h5-14
Stenographer II	0043	HS-18
Stenographer III	0044	h5-21

CLASSIFICATION TITLE	CLASS SPEC#	PAY RANGE
Stockhandler	0403	h5-15
Storekeeper I	0405	h5-19
Storekeeper II	0406	h5-22
Switchboard Operator I	0105	h5-11
Switchboard Operator II	0106	h5-15
Trades Helper	8103	h5-16
Training Officer	0386	h5-37
Transition House Counsellor	6818	h5-25
Treatment Attendant I	6190	h5-22
Treatment Attendant II	6191	h5-24
Typist I	0011	h5-12
Typist II	0012	h5-17
Urodynamics Technician	5613	h5-23
Urology Technician	5612	h5-21
Utility Worker I	8100	h5-15
Utility Worker II	8101	h5-17
Watchperson	7250	h5-14
Word Processing Equipment Operator I	0118	h5-18
Youth Care Supervisor	6011	h5-28
Youth Care Worker	6009	h5-24

SCHEDULE A-1

Classifications or individuals excluded from the bargaining unit as listed in Schedule A.

1. Employees covered by other collective agreements.
2. Classifications not specifically referenced in Schedule A.
3. Health Care Corporation Bargaining Unit (General Hospital)
Clerk II (Personnel)
Secretary I (Administration)
StenographerII (Personnel)
Bursary Students
Nursing Students
Medical Students
Respiratory Technologist II

(St. Clare's)
Typist II (Personnel, Finance, Administration)
Secretary I (Administration, Nursing Office, Personnel)
Switchboard Operator II
Power Engineer (Second Class)
Computer Programmer II
Respiratory Technologist II
4. Hovles Home Bargaining Unit
Staff Clerk
StenographerII (Confidential Secretary to the Administrator)
5. School for the Deaf Bargaining Unit
Clerk StenographerII (Confidential Secretary to Principal)
6. Youth Correctional Centre (Whitbourne)
Clerk II (Staff Clerk)
7. Harbour Lodge Bargaining Unit
Clerk StenographerII (Confidential Secretary to Administrator)
8. Youth/Correctional Centre (Pleasantville)
Staff Clerk
9. Escasoni Senior Citizen's Home Bargaining Unit
Accounting Clerk

SCHEDULE B

The following items to be supplied to personnel on the following basis:

AMBULANCE PERSONNEL

1 Reversible Raincoat	To be replaced as required on forfeiture of previous item issued
1 Pair Hip Rubbers	To be replaced as required on forfeiture of previous item issued
1 Parka	Every two years
1 Cap	Every two years
1 Uniform	Each year
3 Shirts	Each year
1 Tie	Each year
1 Pair Gloves	Each year

It is agreed that items due to be issued will be issued by June 1st each year

MOTOR SERVICE PERSONNEL

1 Raincoat	To be replaced as required on forfeiture of previous item issued
1 Parka	Every two years
1 Uniform	Each year
3 Shirts	Each year
1 Tie	Each year

It is agreed that items due to be issued will be issued by July 1st each year.

PARKING LOT ATTENDANT/SECURITY GUARD

1 Reversible Raincoat
1 Parka
1 Pair Overshoes
1 Pair Long Rubbers
1 Sou'wester
1 Cap

Items to be replaced as required on forfeiture of previous issue.

SCHEDULE C

EMPLOYERS COVERED BY THIS AGREEMENT

- (a) Those represented by the Newfoundland and Labrador Health Care Association:

Health Care Corporation of St. John's ✓
Avalon Health Care Institutions Board ✓
Peninsulas Health Care Corporation
Health and Community Services - Eastern Region ✓
Central East Health Care Institutions Board ✓
Central West Health Board Incorporated ✓
Western Health Care Corporation
Health and Community Services - Western Region ✓
Grenfell Regional Health Services Board ✓
Health Labrador Corporation ✓
Health and Community Services - St. John's Region ✓
Agnes Pratt Home ✓
Hoyles/Escasoni Complex ✓
Masonic Park Nursing Home ✓
Newfoundland Cancer Treatment and Research Foundation ✓
St. Luke's Home ✓

- (b) All Government of Newfoundland and Labrador operated Hospitals, Home and other allied Institutions (represented herein by Treasury Board). If a hospital presently operated by Government of Newfoundland and Labrador (Treasury Board) changes its management or operators, it shall be bound by this agreement the same as if it were specifically listed in Schedule C.

Youth Correctional Centre, Whitbourne ✓
Youth Correctional Centre, Pleasantville ✓
School for the Deaf
**Department of Health and Community Services
**Department of Justice
Department of Human Resources Employment
Pre-Voc Center, Topsail Road ✓

SCHEDULE D

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.

BENEFITS

GROUP LIFE INSURANCE

13. a. 1 (50%)

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 \$300,000.

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 are insured under the plan, the insurance company will pay you \$6,000 in respect of your spouse and \$3,000 in respect of each insured dependent child.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

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

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

Schedule of Benefits

100% of Principal Sum For Loss of:

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

75% of Principal Sum For Loss of:

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

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

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

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

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

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

- All Toes of One Foot
- Hearing in One Ear

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

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

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

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

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

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

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

WAIVER OF PREMIUM PROVISION

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

HEALTH INSURANCE BENEFITS FOR MEMBERS AND DEPENDENTS

Hospital Benefits

13 a 3 (50%)

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 \$40.00.

Prescription Drug Benefit

13. a . 4 (50%)

This 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 Expense Benefit

13. a. 9 (50%)

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 80% of covered eligible expense of \$125 for eyeglass lenses and frames and 80% of a covered eligible expense of \$175 for bifocal lenses and frames limited to one expense in every three calendar years. Once in a calendar year for dependent children **under age 18 if a change in the strength of the prescription is required**. Please note that expenses for contact lenses will be reimbursed at the same level as for eyeglasses. Coverage is not provided for sunglasses, safety glasses, or repairs and maintenance.
- c) Up to 80% of the covered eligible expenses of \$250 in two calendar years for the purpose 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

13. a. 3 (50%)

Reimbursement is provided for reasonable and customary charges 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. Reimbursement is provided at 80% for the first \$5000 per calendar

year of eligible extended health and vision care claims per calendar year; for eligible expenses between \$5000.01 and \$10,000 per calendar year, 90% of the eligible amount will be reimbursed per calendar year, and for any amount exceeding \$10,000 per calendar year the program will reimburse 100% in any calendar year. Please consult your employee 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 Workers' Compensation or a similar program;
- services or supplies received from a dental or medical department maintained by your employer, a mutual benefit association, labour union, trustee or similar type group;
- services or supplies which are covered under a government hospital plan, a government health plan or any other government plan.;
- expenses for contraceptives other than oral contraceptives;
- expenses for vitamins (except injectables), minerals, and protein supplements (other than expenses that would qualify for reimbursement under Eligible Expenses under the **Drug** Benefit);
- expenses for diets and dietary supplements, infant foods and sugar or salt substitutes;
- expenses for drugs which are used for a condition or conditions not recommended by the manufacturer of the drugs;
- experimental products or treatments for which substantial evidence, provided through objective clinical testing of the product's or treatment's safety and effectiveness for the purpose and under the conditions of the use recommended does not exist to the satisfaction of the insurer/administrator;
- expenses for lozenges, mouth washes, non-medicated shampoos, contact lens care products and skin cleaners, protectives, or emollients.

Group Travel Insurance

The group travel plan covers a wide range of benefits which may be required as a result of an accident or unexpected illness incurred outside the province while travelling on business or vacation. The insurer will pay 100% of the reasonable and customary charges (subject to any benefit maximums) for expenses, such as hospital, physician, return home and other expenses as outlined in the employee booklet. Coverage under the Group Travel Insurance is now limited to a maximum of thirty (30) days per trip. Coverage commences from the actual date of departure. Additional coverage is available from Blue Cross of Atlantic Canada on an optional pay all basis.

OPTIONAL BENEFITS

Optional Group Life Insurance

This plan is available on an optional, employee-pay-all basis and you may apply to purchase additional group life insurance coverage for you and/or your spouse. Coverage is available from a minimum of \$10,000 to a maximum of \$300,000 in increments of \$10,000.

Optional Accidental Death and Dismemberment Insurance

This plan is available on an optional, employee-pay-all basis and enables you to purchase additional amounts of accidental death and dismemberment insurance on an employee and/or family plan basis. Coverage is available from a minimum of \$10,000 to a maximum of \$300,000 in \$10,000 increments.

Optional Long Term Disability Insurance

This plan is available to you on an optional and employee-pay-all basis. Long term disability insurance may provide disability benefits for periods of total disability which exceed 119 days. To be eligible for this benefit, you must be a member of either the Public Service Pension Plan or the Uniformed Services Pension Plan.

Optional Dental Care Insurance

This plan is available to you and your insured dependents on an optional and employee-pay-all basis. Coverage is available for basic and major restorative dental procedures.

Optional Critical Conditions Insurance

This plan is available to you and your dependents on an optional and employee-pay-all basis. Critical Conditions Insurance will provide a lump sum payment to insured employees in the event he/she and/or dependents are afflicted, while coverage is in force, with a critical condition as defined in the policy.

GENERAL INFORMATION

For the purpose of the group insurance program, the following definition of dependent is applicable:

Spouse

- (a) an individual to whom you are legally married; or
- (b) an individual who has been publicly represented as your spouse for **at** least one year

Dependent Children

- your or your spouse's unmarried, natural, adopted, foster or step-children, including a child of an unmarried minor dependent, who are:
 - (a) under 21 years of age and dependent upon you for support and maintenance; or
 - (b) under 25 years of age and in full-time attendance at a university or similar institution and dependent upon you for support and maintenance; or
 - (c) age 21 or over who, by reason of mental or physical infirmity, are incapable of self-sustaining employment, and are dependent upon you for support and maintenance and who were insured under the plan on the day before they reached age 21.

Children of your spouse are considered dependents only if

- they are also your children; or
- your spouse is living with you and has custody of the children.

The 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 hours 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.
- full-time temporary employees, if hired for a period of more than three months, are covered under the program from the first day of employment. Employees who are hired for a period of less than three months, who have their contract extended to at least **six** months, are required to participate from the date of notification that the contract was extended.
- seasonal, recurring employees are covered under the plan during their term of active employment. During periods of lay-off, provided they do not work for another employer during such lay-off, an employee has the option to continue coverage. **However, coverage will not continue unless a "Continuation of Coverage" form is completed, signed and given to your Staff Clerk/Administrator prior to your leaving.**

employees who elect early retirement will continue to be insured under the program as if active employees. Group life and accidental death and dismemberment insurance benefits will be calculated on the annual superannuation benefits. Coverage will be reduced on the first of the month following the date of retirement or age 65, whichever occurs first. For continuation of coverage to become effective, a Continuation of Coverage Form must be signed prior to the last day worked.

upon attainment of age 65, if you have been insured for a period of five years immediately prior to your 65th birthday, you may be eligible for a reduced paid-up life insurance policy on the first of the month following attainment of age 65, which will remain in force throughout your lifetime.

You may also be eligible to continue your supplementary health and group travel insurance plans on a 50/50 cost-shared basis.

In the event of your death, your surviving spouse, who on the date of your death was insured under the plan, may have the option of continuing in the group insurance program.

SCHEDULE

THE CLASSIFICATION REVIEW AND APPEAL PROCESS

6.d.1

A. Definitions

1. "Appeal" means a request by an employee to the Classification Appeal Board for a change in the Classification of the employee's position.
2. "Appeal Board" means the Classification Appeal Board constituted to function in accordance with these procedures.
3. "Classification" means the identification of a position by reference to a classification title and pay range number.
4. "Day" means a working day.
5. "Permanent Head" means permanent head as defined below, or any official authorized by him/her to act on his/her behalf
 - in respect of persons employed by Government Departments, the Deputy Minister of the Department concerned;
 - in respect of employees of agencies not specifically covered by the definitions in this section, the highest management official in these agencies;
 - in respect of employees of Board operated hospitals and homes the Administrator and/or Executive Director.
6. "Review" means re-appraisal or re-assessment of an employee's position classification by the Classification and Pay Division of Treasury Board upon request of the employee or the permanent head on behalf of the organization.
7. "Treasury Board" means Treasury Board as constituted pursuant to The Financial Administration Act as now or hereafter amended.
8. "Organization" means the Government of Newfoundland, commission, agency, hospital, or other entity mentioned in Section A.5.

B. Constitution of Classification Appeal Board

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

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

C. Procedures

1.
 - The process of review pursuant to these procedures shall be available to an organization if the organization considers that a position has been improperly classified by the Classification and Pay Division of Treasury Board.
 - The process of review and/or appeal pursuant to these procedures shall be available to any employee who considers that their position has been improperly classified by the Classification and Pay Division of Treasury Board.
2. A review or appeal shall not be entertained on the grounds:
 - of inadequacy of the pay scale assigned to the pay range number; or
 - that the scope of duties and responsibilities has been improperly assigned to the position by management.

3. A request for review shall be submitted to the Director of Classification and Pay Division, Treasury Board, Confederation Building, St. John's, A1B 4J6 in writing stating:
 - the employee's full name;
 - name of the employing organization and place of work;
 - the classification in respect of which the review is requested;
 - details of the reason(s) why the employee, or the department head on behalf of the organization, considers the present classification is incorrect and the justification for the classification which is considered to be correct.
4. The Classification and Pay Division shall consider individual and group-type requests within 30 days of receipt and within a further 30 days, shall notify the employee(s) in writing of its decision thereon.
5. A request for review shall be regarded as closed:
 - when a decision is rendered thereon by the Classification and Pay Division;
 - if the employee(s) requests in writing the withdrawal of the request for review;
 - in the event of the employee's separation from the organization for any reason including resignation, removal, abandonment of position, incompetence, retirement, death, and so on;
 - if the permanent head, in the case of an organization request for review, requests in writing the withdrawal of the request for review.
6. It shall be the responsibility of the permanent head to notify the Director, Classification and Pay Division of the effective date of employee's separation from the organization.
7. All documents and evidence relating to a review shall be maintained in special files by the Classification and Pay Division. Copies of such review materials shall be furnished to the Classification Appeal Board upon its request.
8. If an employee is dissatisfied with the decision of the Classification and Pay Division, an appeal of the decision may be submitted to the Classification Appeal Board.
9. All such appeals shall be submitted to the Appeal Board in writing (in duplicate) within a period of not more than fourteen (14) days after the receipt by an employee of notification of the Classification and Pay Division's decision as above mentioned.
10. An appeal shall not be submitted to the Appeal Board on any grounds which differ from the grounds upon which a review by the Classification and Pay Division has been requested by the employee or a group of employees and no such appeal shall be entertained by the Appeal Board. In such a case, the employee or group of employees shall first approach the Classification and Pay Division seeking a further review on the basis of the new circumstances involved.

11. The Appeal Board shall consider and rule only upon appeals received from an individual employee, or group of employees having identical classifications, provided that such employee or group shall first have submitted a request to the Classification and Pay Division for a review of the classification in accordance with section 3 of Part C and shall have been notified in writing of the Division's decision on the request.
12. The Appeal Board has the right to refuse to receive or hear an appeal if it considers that the grounds on which the appeal it submitted are irrelevant or not in accordance with sections 1 and 2 of Part C.
13. The employing organization concerned shall allow time off from regular duties to any employee who is required by the Appeal Board to appear before it and, in respect of such absence, the employee shall be regarded as being O.H.M.S. It is the responsibility of the employee to obtain the prior approval of the permanent head before absenting themselves from their duties for this purpose.
14. On receipt of an appeal from an employee or a group of employees, the Appeal Board shall request the Classification and Pay Division to assemble all pertinent information prepared as a result of the classification review, a copy of which will be given to the appellant and the immediate supervisor.
15. Where the appellant requires clarification on any point contained in the classification file or wishes to comment on any aspect of the classification file, he/she must file with the Appeal Board within fourteen (14) days of receiving the file, a written statement including any supporting documentation which details his/her questions or comments.
16. A copy of the appellant's written statement and copies of supporting documentation will be sent by the Classification Appeal Board, within three (3) days of receipt, to the Classification and Pay Division who may respond or be requested to respond in writing within fourteen (14) days to the points or observations raised by the appellant. Such response shall be forwarded by the Classification Appeal Board to the appellant within three (3) days of receipt. This cumulative documentation shall then constitute the entire file to be considered by the Board.
17. Where the Appeal Board is satisfied that all relevant documentation is on file, it shall determine whether an appeal is warranted or if a decision can be rendered on the basis of the written documentation provided.
18. When the Appeal Board renders a decision on the basis of the written documentation, notification of such decision shall be forwarded to the appellant, his/her designate, Treasury Board and the employing agency.

- 19. If a hearing is warranted, the appellant, a permanent head or management designate and a representative of Classification and Pay Division may be requested to appear before the Appeal Board.
- 20. Appellants are to be given two opportunities to postpone appeal hearings after which appeals will then be withdrawn by the Appeal Board.
- 21. The hearing will be presided over by the Chairperson or Acting Chairperson of the Appeal Board who will retain control over the conduct of the hearing and who will rule on the relevancy of any questions or points raised by any of the parties of the hearing.
- 22. The Chairperson or Acting Chairperson may adjourn *the* hearing and order the appearance of any person or party who, at the Appeal Board's discretion, it deems necessary to appear to give information or to clarify any points raised during the hearing.
- 23. Following the conclusion of the hearing, the Appeal Board will deliberate on and consider all relevant evidence and supporting information. Within fifteen (15) working days of reaching a decision, the Appeal Board shall inform the appellant in writing over the signature of the Chairperson or the Acting Chairperson. Where applicable, copies of the decision will be forwarded to the appellant's representative, Treasury Board and the employee's department for appropriate action.
- 24. The powers of the Appeal Board are curtailed to classification changes within respective bargaining units while avoiding grade level changes, with the sole authority to make grade level changes for occupational groups to be vested in the Collective Bargaining process and any associated costs to be funded directly from the negotiated general salary increases for that bargaining year.
- 25. The Appeal Board is required to submit written reasons to the Classification and Pay Division for those decisions that result in classification changes.
- 26. The processing of any classification change shall be subject to Treasury Board's Personnel Administration Procedures.
- 27. The decision of the Appeal Board on an appeal is final and binding on the parties to the appeal. The majority opinion of the Appeal Board shall prevail and there shall be no minority report.
- 28. An appeal shall be regarded as closed:
 - when a decision is rendered thereon by the Classification Appeal Board;
 - if the appellant requests in writing the withdrawal of the appeal;

- in the event of the appellant's separation from the organization for any reason including resignation, removal, abandonment of position, incompetence, retirement, death and so on; or
- if the appellant postpones a hearing in accordance with Section 20 of Part C.

29. It shall be the responsibility of the permanent head to notify the Chairperson, Classification Appeal Board of the effective date of an appellant's separation from the organization.

SCHEDULE F
CONTACT ALLOWANCE

Contact Allowance

The parties have agreed that the contact allowance outlined below will be paid to the following employees of Harbour Lodge: Personal Care Attendants, Licensed Practical Nurses, Beauticians, Social Workers.

	<u>Annual</u>	<u>Bi-weekly</u>
October 1, 1990	1,745.84	67.15

All of the above allowances shall be pensionable.

All of the above allowances shall be paid while employees are on sick leave, vacation and workers' compensation.

SCHEDULE "G"

*LABRADOR BENEFITS AGREEMENT

ARTICLE 1 - SCOPE

- 1.1 This agreement is applicable to ail employees in Labrador represented by the Canadian Union of Public Employees, Local Union 1615 of the International Brotherhood of Electrical Workers, the Newfoundland Association of Public Employees, the Newfoundland and Labrador Nurses' Union, the Newfoundland Teachers' Association and the Police Brotherhood of the Royal Newfoundland Constabulary. 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, 1990 and shall remain in full force and effect until March 31, 1994. The commencement date will be April 1, 1989 for Local Union 1615 of the International Brotherhood of Electrical Workers. 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.

ARTICLE 3 - LABRADOR ALLOWANCE

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

Schedule "A"

Group 1

		<i>Single</i>	<u>Dependent</u>
Happy Valley/ Goose Bay	April 1/89	1588	3175 (IBEW)
North West River Sheshatshit Wabush Labrador City Churchill Falls	April 1/90	1588	3175

Group 2

Mud Lake			
Cartwright			
Rigolet			
L'Anse-au-Loup	<u>Single</u>	<u>Dependent</u>	
Forteau			
Red Bay			
L'Anse-au-Clair			
Pinware	April 1/89	1588	3175 (IBEW)
West St. Modeste	April 1/90	1588	3175
Mary's Harbour			
Port Hope Simpson			
St. Lewis			
Charlottetown			
William's Harbour			
Norman's Bay			
Lodge Bay			
Black Tickle			
Paradise River			
Pinsent's Arm			
Makkovik			
Postville			
Hopedale			
Davis Inlet			
Nain			

In the case of a married couple who are both employed by Provincial Government Departments or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), the total amount paid to both of them shall not exceed the dependent rate for the allowance contained in **this** article. This allowance shall be calculated for part-time and temporary employees on a prorated 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).

<u>Effective Date</u>	<u>Employees</u>	<u>Dependents</u>
1989 04 01	\$ 275	\$275 (IBEW)
1990 04 01	275	275

This allowance shall be paid to employees in the first pay period following April 15th 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, as per the following schedule:

- (a) Permanent full-time employees shall receive the full benefit as outlined above.
- (b) Permanent part-time employees shall receive the allowance outlined above on a pro-rated basis.
- (c) Temporary employees who work for a minimum of a continuous six month period shall receive the allowance outlined above on a pro-rated basis.
- (d) Temporary employees who work in the aggregate of 2/3 of the normal working hours in a work year, shall receive the allowance outlined above on a pro-rated basis. For the purpose of 4.1(d), a work year is from April 1st to March 31st.

In the case of a married couple who are both employed by Provincial Government Departments or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.

The travel benefit available to the Police Brotherhood of the Royal Newfoundland Constabulary under their Collective Agreement and to teachers under Article 25 of the NTA Labrador West Collective Agreement shall continue to apply except in cases where Article 4 of this joint agreement provides a greater benefit. Eg: Members of the RNC 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 RNC collective agreement, members of the RNC shall also receive the dependent benefit under the joint agreement.

ARTICLE 5 - LEAVE

- 5.1 Permanent employees covered by this agreement shall receive non-cumulative, paid leave in the aggregate per year as follows:

Schedule "A", Group 1 One (1) Working Day

Schedule "A", Group 2 Three (3) Working Days

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

ARTICLE 6 - PROTECTIVE CLOTHING

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

ARTICLE 7 - RELOCATION EXPENSES

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

ARTICLE 8 - EXISTING GREATER BENEFITS

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

ARTICLE 9 - DEFINITIONS

- 9.1 "Dependent" - for the purpose of this agreement, dependent means a spouse, or children under age eighteen (18) years of age, or twenty four (**24**) years of age if the child is in full-time attendance at a school or post secondary institution.
- 9.2 For the purpose of this agreement only, "Temporary Employees" means replacement, substitute, casual, term, contractual or seasonal as defined in each applicable employee group collective agreement as outlined in Article 1.

SCHEDULE H
PAY EQUITY AGREEMENT
July 25, 1994

3.6

1. Purpose
The purpose of **this** agreement is to achieve pay equity by redressing systemic gender discrimination in compensation for work performed by employees in female dominated classes within the bargaining units represented by NAPE whose members are employees covered by NAPE Hospital Support Staff, Waterford Hospital Support Staff and Central Laundry Agents.
2. Pay Equity
Pay equity means a compensation practice which is based primarily on the relative value of the work performed, irrespective of the gender of employees, and includes a requirement that no Employer shall establish or maintain a difference between wages paid to male and female employees, employed by that Employer, who are performing work of equal or comparable value.
3. Pay Equity Adjustment
The pay equity adjustment shall be up to a maximum of 1% per year of the relevant payroll for the first four (4) years.

Additional adjustment equal to two (2) percent of salary rate except where the final adjustment is achieved by less than two (2) percent, for all affected classifications in the ~~fourth~~ (5th) and ensuing years until the final adjustment is achieved. Adjustments will be paid effective March 20th of each year.
4. Funds allocated to implement pay equity will be in addition to funds available for other compensation purposes.
5. No employees shall have their wages reduced, frozen (including negotiated increases) or red circled as a result of the implementation of this Pay Equity Agreement.
6. All pay equity wage adjustments shall be incorporated into the respective collective agreements.
7. The pay equity wage adjustments will be treated as salary as defined in The Public Service (Pensions) Act.
8. Pay Equity Adjustments are as follows:

HEALTH CARE I - NEW PAY EQUITY ADJUSTMENTS

CLASS TITLE	1995 year 5 payout	1996 year6 payout	1997 year7 payout	1998 year8 payout	1999 year 9 payout	2000 year10 payout
Accounting Clerk I	0.24					
Audiology Technician	0.25					
Health Records Analyst	0.16					
Laboratory Aid	0.20					
Laundry Worker I (CL)	0.23					
Domestic Worker (CL)	0.23	0.23				
Hospital Admitting Clerk II	0.24	0.13				
Library Clerk						
Seamstress II (CL)						
Secretary I						
Stenographer III	0.25	0.21				
Beautician I	0.23	0.23	0.02			
Clerk Stenographer II	0.23	0.23	0.19			
Clerk Typist II	0.23	0.23	0.14			
Cook I	0.23	0.23	0.13			
Data Entry Operator	0.23	0.23	0.07			
Dental Assistant II	0.23	0.23	0.18			
Dormitory Receptionist	0.21	0.21	0.11			
Drug Clerk	0.23	0.23	0.19			
Duplicating Equipment Opr.	0.21	0.21	0.06			

CLASS TITLE	1995 year 5 payout	1996 year 6 payout	1997 year 7 payout	1998 year 8 payout	1999 year 9 payout	2000 year 10 payout
Hospital Admitting Clerk I	0.23	0.23	0.16			
Mail & Messenger Clerk I	0.21	0.21	0.09			
Med. Records Technician I	0.23	0.23	0.03			
Med. Records Technician II	0.24	0.24	0.07			
Microfilm Operator I	0.21	0.21	0.01			
Payroll Officer I	0.24	0.24	0.01			
Senior Group Hm. Counsellor	0.25	0.25	0.20			
Stenographer II	0.23	0.23	0.14			
Typist II	0.23	0.23	0.18			
Word Process. Equip. Opr. I	0.23	0.23	0.13			
Work Orientation Instructor	0.26	0.26	0.07			
Bookkeeper	0.24	0.24	0.24	0.13		
Clerk II	0.22	0.22	0.22	0.02		
Cook Helper	0.21	0.21	0.21	0.03		
Dental Assistant I	0.22	0.22	0.22	0.18		
Electrocardiograph Tech. I	0.23	0.23	0.23	0.20		
Electrocardiograph Tech. II	0.24	0.24	0.24	0.03		
Food Operations Super. I	0.24	0.24	0.24	0.19		
Food Service Supervisor	0.23	0.23	0.23	0.19		
Food Service Worker I	0.21	0.21	0.21	0.19		
Group Home Counsellor	0.24	0.24	0.24	0.13		
Laundry Worker I	0.21	0.21	0.21	0.09		
Physiotherapy Aide I	0.22	0.22	0.22	0.12		
Physiotherapy Aide II	0.24	0.24	0.24	0.12		

CLASS TITLE	1995 year5 payout	1996 year6 payout	1997 year7 payout	1998 year8 payout	1999 year9 payout	2000 year10 payout
Psychiatric Therapy Aide II	0.25	0.25	0.25	0.15		
Seamstress I	0.21	0.21	0.21	0.15		
Stenographer I	0.22	0.22	0.22	0.09		
Switchboard Operator I	0.21	0.21	0.21	0.06		
Switchboard Operator II	0.22	0.22	0.22	0.01		
Child Therapist I	0.23	0.23	0.23	0.23	0.12	
Clerk I	0.21	0.21	0.21	0.21	0.06	
Clerk Stenographer I	0.22	0.22	0.22	0.22	0.03	
Clerk Typist I	0.21	0.21	0.21	0.21	0.04	
Domestic Worker	0.21	0.21	0.21	0.21	0.03	
Laundry Worker II	0.21	0.21	0.21	0.21	0.03	
Medical Services Aide I	0.21	0.21	0.21	0.21	0.05	
Medical Services Aide II	0.21	0.21	0.21	0.21	0.02	
Nursing Assistant I	0.24	0.24	0.24	0.24	0.11	
Nursing Assistant II	0.25	0.25	0.25	0.25	0.14	
Occupational Therapy Aide	0.23	0.23	0.23	0.23	0.09	
Operating Room Technician	0.25	0.25	0.25	0.25	0.01	
Parental Care Supervisor I	0.23	0.23	0.23	0.23	0.06	
Personal Care Attendant	0.22	0.22	0.22	0.22	0.06	
Psychiatric Nsg. Asst. I	0.25	0.25	0.25	0.25	0.07	
Psychiatric Nsg. Asst. II	0.25	0.25	0.25	0.25	0.07	
Psychiatric Nsg. Asst. III	0.25	0.25	0.25	0.25	0.07	
Recreation Therapy Wkr. II	0.23	0.23	0.23	0.23	0.11	

CLASS TITLE	1995 year5 payout	1996 year6 payout	1997 year7 payout	1998 year8 payout	1999 year9 payout	2000 year10 payout
Seamstress II	0.21	0.21	0.21	0.21	0.05	
Typist I	0.21	0.21	0.21	0.21	0.03	
Recreation Therapy Wkr. I	0.21	0.21	0.21	0.21	0.21	0.11

severance pay - seniority

SCHEDULE I

NO. OF WEEKS OF PAY IN LIEU OF NOTICE

AGE (YEARS)

Service	<35	35-39	40-44	45-49	50-54	>54
< 6 months	2	4	6	8	10	12
> 6 months	4	6	8	10	12	14
< 1 year						
> 1 year	7	9	11	13	15	17
< 2 years						
> 2 years	11	13	15	17	19	21
< 4 years						
> 4 years	15	17	19	21	23	25
< 6 years						
> 6 years	19	21	23	25	27	29
< 8 years						
> 8 years	23	25	27	29	31	33
< 10 years						
> 10 years	27	29	31	33	35	37
< 12 years						
> 12 years	31	33	35	37	39	41
< 14 years						
> 14 years	35	37	39	41	43	45
< 16 years						
> 16 years	39	41	43	45	47	49
< 18 years						
> 18 years	43	45	47	49	51	53
< 20 years						
> 20 years	47	49	51	53	55	57
< 22 years						
> 22 years	52	54	56	58	60	62

SCHEDULE J

MEMORANDUM OF UNDERSTANDING

APPLICATION OF MASTER AGREEMENT LANGUAGE

Items contained in the Master Agreement signed on 1994 07 25 which are relevant to **NAPE HS** have been reflected in the text of this collective agreement where it is appropriate to do so. The list below includes Master Agreement items not included in the text of **this** agreement with the full text of each item being printed for the convenience of the reader:

#17 Days ~~OE~~ Without Pay

- (a) The maximum number of days off without pay an employee shall be required to take shall not be more than 1.5 days in 1994/95 and 1.5 days in 1995/96. It is recognized and accepted, however, that the commitment to limit the number of days off without pay does not limit the Employer's right to lay off staff within the bounds of current Collective Agreements.
 - (i) Collective Agreement provisions on layoff, bumping, notice of layoff, or other applicable provisions shall be waived so as to give effect to clause (a) above.
- (b) Time off without pay shall be considered as time worked for the purpose of all benefits of the Collective Agreement including seniority.
- (c) The time off to be mutually agreed between the employee and the Supervisor. Where time off cannot be mutually agreed, the Employer shall schedule the time and the employee shall receive at least 14 days' notice.
- (d) Days off under this provision shall mean regular hours of work. Twelve (12) hour shifts are counted as one and one-half (1 1/2) days. Time off shall be prorated for part-time employees.
- (e) Effective July 1, 1994, each employee will be required to take 1.5 days for the balance of 1994/95 and 1.5 days for 1995/96 with lost pay deducted in full from the pay period in which time off was taken.
- (f) There will be no layoff of 1 or 2 day duration to achieve the Province's fiscal objective in 1994/95 and 1995/96.

#21 Pension Option

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

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

SCHEDULE K

TASK FORCE ON THE UTILIZATION OF TEMPORARY EMPLOYEES

1. The parties agree to the appointment of an independent Task Force to mediate a resolution to the issues of temporary employees including:
 1. An assessment of temporary employee utilization **in** the health care sector.
 2. Which temporary employees should be made permanent.
 3. Improvements in the utilization of temporary employees.

2. The Task Force will include one nominee appointed by the NLHCA, one nominee appointed by NAPE and a mutually acceptable Chairperson to be appointed within fourteen (14) days of signing of the Agreement.

3. In the event a mediated solution is not achieved, the Task Force will submit its recommendations to NAPE and the NLHCA within three **(3)** months of the date of appointment.

4. *Costs* related to the Task Force will be funded jointly by the Union and the Employer to a maximum of \$10,000 each.

SCHEDULE L

SICK LEAVE TASK FORCE

1. The parties agree to the appointment of an independent Task Force to:
 - (1) Undertake an assessment of sick leave utilization in the health care sector
 - (2) Compare sick leave utilization in the health care sector with utilization rates in comparable institutions in other jurisdictions.
 - (3) Recommend measures to eliminate any differential between utilization in our health care sector as compared with utilization in other jurisdictions.

2. The Task Force will include one nominee appointed by the health care sector employers, one nominee appointed by health care sector bargaining units and a mutually acceptable chairperson. *6. e k*

3. The Task Force will submit its report to the Labour Force Adjustment and Productivity Council within six (6) months of the date of appointment.

4. Costs related to the Task Force will be paid from the Government Labour Force Adjustment Fund.

5. In the event that the Chairperson and nominees cannot reach a consensus on any measures to reduce utilization, the Chairperson shall submit his/her recommendations.

SCHEDULE M

Transition Agreements

Memorandum of Agreement

Between

Newfoundland Association of Public Employees

And

Eastern Regional Community Health Board

And

Newfoundland and Labrador Health Care Association

And

Treasury Board

April 15, 1997

This Agreement effective this ~~26th~~ ^{Monday} ~~May~~ ^{VMAY} of 1997 is made pursuant to Clause 35.02 of the NAPE Hospital Support Staff Collective Agreement. It addresses the terms and conditions of employment with respect to NAPE members employed by Eastern Regional Community Health (hereinafter referred to as the Employer).

The parties agree that the NAPE (HS) Collective Agreement (herein referred to as the Collective Agreement) shall apply with the following exceptions:

1. The Employer will be a separate bargaining unit under the NAPE (HS) Collective Agreement.
2. For the purposes of this agreement. employees in the NAPE GS bargaining unit. as of the date of signing of this agreement shall be transferred to the NAPE HS bargaining unit of the Employer. As well, employees who were transferred from other NAPE HS bargaining units to the Employer will be covered by the terms of this agreement. Transferring GS and HS bargaining unit members are identified in Appendix A.
3. ^{3 b} GS members moving to the same HS classification will be placed on the same step in the HS classification. If a pay equity adjustment is being applied to the HS classification, the GS member will receive the applicable pay equity adjustment effective date of signing of agreement. In circumstances where there is no corresponding HS classification, the classification will be submitted to Classification and Pay Division of Treasury Board. Any GS members entitled to a GS pay equity adjustment will receive same.
4. The Employer recognizes the service of each of the employees as it was recognized by the previous Employer. prior to the new Board assuming governance.
5. The letter in the back of the NAPE (HS) Collective Agreement addressing "Summer Scheduling" will not apply.
6. Car Allowance - GS and HS bargaining unit members who are in receipt of or are required as a condition of employment to have a vehicle at his/her disposal. will receive a car allowance while it is a condition of employment to have a vehicle at his/her disposal. (See Appendix B).
7. Permanent employees will work one thousand nine hundred and **fifty** (1950) annually effective date of signing transition agreement. subject to layoff provisions of the collective agreement. For those employees who commenced working one thousand nine hundred and fifty (1950) hours since April 1, 1996, they will be credited with seniority earned on the basis of one thousand nine hundred and **fifty** (1950) hours effective date hours increased. For those employees who did not commence working one thousand **nine** hundred and **fifty** (1950) hours effective April 1, 1996, they will be credited with

seniority only, as if they had commenced working one thousand nine hundred and fifty (1950) hours on April, 1, 1996. Employees identified in Appendix A other than permanent employees working less than full-time hours will work on the basis of one thousand nine hundred and fifty (1950) hours annually.

8. In the event of layoff the following shall apply:

16.01(b) Temporary employees shall be laid off in the reverse order of seniority in their respective "offices" provided that those temporary employees being retained are qualified to do the work required. in the event of a layoff, temporary employees who are laid off, as a result, shall be entitled to displace less senior temporary employees within his/her respective "office" as outlined in Appendix C.

no c
no d

In the event of the closure of a temporary employee's "office", he/she shall be entitled to displace **less** senior temporary employees within his/her respective "area" as outlined in Appendix C.

In the event a temporary employee who has not been assigned to a specific "office" (as outlined in Appendix C) is subject to layoff, he/she shall indicate the "office" within his/her "area" where he/she wishes to exercise his/her displacement options. The temporary employee must select one of the "office"s where he/she is working.

If the temporary employee does not have enough seniority to displace another temporary employee, his/her name shall be placed on the temporary seniority list in another "office(s)" of his/her choice with the Employer. The employee must notify the employer in writing of the "offices" where he/she wishes to have his/her name placed on the seniority list.

16.01(c) A permanent employee who has received notice of layoff shall be entitled to:

- (i) accept layoff. or
- (ii) displace the most junior employee in a bargaining unit classification within his/her "office" provided that he/she is qualified to perform the work required provided. that his/her hours of work are not changed unless mutually agreed and provided the most junior employee is less senior. or

- (iii) displace the most junior employee in a bargaining unit classification within his/her "area" provided that he/she is qualified to perform the work required provided, that his/her hours of work are not changed unless mutually agreed and provided the most junior employee is less senior, or
- (iv) if the employee does not have sufficient seniority to displace the most junior employee within his/her "area" he/she may displace the most junior in the next closest "area" (the next closest "area" is defined as the "area" which is closest to his/her "office" by way of driving distance), provided that he/she is qualified to perform the work required provided, that his/her hours of work are not changed unless mutually agreed and provided the most junior employee is less senior
- (v) if the employee does not have sufficient seniority to displace the most junior employee in the "area" he/she may displace the most junior in the bargaining unit provided that he/she is qualified to perform the work required provided, that his/her hours of work are not changed unless mutually agreed and provided the most junior employee is less senior. An employee displaced into a lower paying position shall maintain his/her rate of pay and be "red-circled".

9. For the purposes of recall the following language shall apply:

16.02(b) Permanent employees shall be recalled in order of seniority provided that those permanent employees being recalled are qualified to perform the work required.

Permanent employees shall be recalled in order of seniority with the Employer provided that he/she notifies the Employer, in writing, upon layoff that he/she is willing to be recalled for work at other "office(s)" and indicates the "office(s)" for which he/she wishes to be recalled.

16.02(c) Temporary employees shall be recalled in order of seniority in his/her "office(s)" providing that those temporary employees being recalled are qualified to do the work required. It is the responsibility of the temporary employee to notify the employer, in writing, of the "office(s)" where he/she wishes to be recalled.

10. Newly hired employees will work the hours of work as outlined in the collective agreement.
11. Employees who are working one thousand eight hundred and twenty (1820) hours, however, paid one thousand nine hundred and *fifty* (1950) hours, are identified in Appendix D.

Signed on behalf of the Eastern Regional Community Health Board by its proper officers in the presence of the witness hereto subscribing

Mary Howard
Witness

[Signature]

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

Gene M. Bennett
Witness

[Signature]

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

Brenda White
Witness

[Signature]

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

Gene M. Bennett
Witness

[Signature]

Appendix A

GS Bargaining Unit Members and Classifications

<u>Name</u>	<u>Classification</u>	
Bailey, Wendy	Word Processing Equipment Operator I	(T)
Butt, Susan	Clerk I	(T)
Day, Marlene	Word Processing Equipment Operator I	(P)
Ducey, Mary	Word Processing Equipment Operator I	(P)
FitzGerald, Geraldine	Clerk I	(T)
King, Nina	Word Processing Equipment Operator I	(P)
Luffman, Doris	Word Processing Equipment Operator I	(P)
Lundrigan, Mary	Clerk I	(T)
Maloney, Georgina	Word Processing Equipment Operator I	(T)
Miller, Laura	Word Processing Equipment Operator I	(T)
Mullins, Edna	Word Processing Equipment Operator I	(T)
Norman, Donnalee	Clerk I	(T)
Noseworthy, Donna	Regional Nutritionist	(T)
Parsons, Judy	Word Processing Equipment Operator I	(P)
Seward, Pearl	Word Processing Equipment Operator I	(P)
Sheppard, Amanda	Clerk I	(T)
Smith, Susie	Clerk I	(T)
Turner, Mavis	Clerk I	(T)
Walsh, Brenda	Clerk I	(T)
Walters, Charlene	Clerk I	(T)
Whittle, Bonnie	Clerk I	(T)
Whelan, Audrey	Secretary I	(P)

HS Bargaining Unit Members and Classifications

Coffin, Barbara	Nursing Assistant I	(P)
Tremblett, Laura	Word Processing Equipment Operator I	(P)

Appendix B

GS Bargaining Unit Members in Receipt of Car Allowance

- Clarke, Cynthia
- Coffin, Barbara
- Greening, Tammy
- Halfyard, Joanne
- Hillier, Audra Kim
- Hurt**, Georgina
- Mallard, Cheryl
- Noseworthy, Donna
- Thornhill, Gail

Appendix C

Displacement/Recall

For the purposes of layoff and recall, Community Health "offices" are outlined below within each "area". As identified there are five recognized "area"s for the purposes of layoff and recall.

AREA 1: Conception Bay South
Holyrood
St. Joseph's
St. Mary's

AREA 2: Salt Pond
St. Bernard's
St. Lawrence
Grand Bank

AREA 3: Come By Chance
Clarenville
Trinity
Bonavista
Lethbridge

AREA 4: Norman's Cove
Whitbourne
Placentia
St. Bride's

AREA 5: Old Perlican
Heart's Delight
Bay Roberts
Harbour Grace

Appendix D

Employees who are working one thousand eight hundred and twenty (1820) hours, however, paid one thousand nine hundred and fifty (1950) hours

Barbara Coffin

Letter of Understanding

June 18, 1996 *May 26/87*

Ms. Brenda White
NAPE
P. O. Box 8100
St. John's, NF
A1B 3M9

RE: Permanent Positions

Dear Ms. White:

The Employer has reviewed *the* situation ~~with~~ respect to long-term temporary employees and with respect to the following employees, as listed below:

Ms. Edna Mullins
Ms. Georgina Maloney
Ms. Donna Noseworthy

The Employer will change the status of the above noted employees to that of permanent employees effective date of signing of transition agreement. The Union agrees that postings will not be required for the permanent positions.

Sincerely,


Calvin Kinden
Chief Executive Officer

MEMORANDUM OF AGREEMENT

BETWEEN

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

AND

THE NEWFOUNDLAND AND LABRADOR HEALTH CARE ASSOCIATION

REPRESENTING THE LABRADOR HEALTH SERVICES BOARD
(herein after referred to as the Employer)

AND

THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES
HOSPITAL SUPPORT
(herein after referred to as the Union)

April 11, 1996

NAPE HOSPITAL SUPPORT STAFF
Labrador Health Services Board
April 11, 1996

This agreement made this _____ day of _____ one thousand nine hundred and ninety six in accordance with clause 35.02 of the NAPE Hospital Support Staff Collective Agreement signed between the parties on November 14, 1990, herein after referred to as the Collective Agreement. The Master Agreement signed between the parties July, 1994 as well is in effect.

1. Bargaining Unit Structure

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

- Melville Hospital
- Paddon Memorial Home
- The Dental Clinic
- ~~Drug~~ Dependency/Public Health Offices

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

2. Transfer of Service

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

3. Job Postings

- a) Job postings will be posted as per Article 15 of the NAPE HS Collective Agreement.
- b) Permanent positions shall be posted throughout all facilities in the region where the employees are represented by NAPE HS.
- c) Recall for temporary positions will be as per Article 16 of the Collective Agreement, providing employees being recalled have been orientated to the site within the last twenty-four (24) months. It is understood that employees wishing to be available for recall at all sites must complete a site specific paid orientation. Such site specific orientation periods will be scheduled by the Employer based on the operational requirements of the Employer. Upon signing of this transition agreement, temporary employees wishing to be available for recall at more than

one site shall notify the Employer in writing indicating the site(s) and department(s) for recall. The Employer will orientate 12 temporary employees per year based on operational requirements, until all temporary employees indicating a desire for multi-site recall have been orientated. Selection of employees for orientation will be proportional based upon the number of employees at each site in relation to the overall numbers in the bargaining unit. Seniority will determine those selected from the site(s).

4. Displacements

An employee whose position is affected by the Employer's decision to layoff (including permanent employees reduction in hours of work) shall have the right to accept layoff or displace in accordance with the Collective Agreement.

5. Recall

- a) Permanent employees shall be recalled as per the Collective Agreement
- b) Recall of temporary employees shall be as per Article 16 of the Collective Agreement, subject to (c) below.
- c) Any employees wishing to be eligible for recall at Melville Hospital, Paddon Home, the Dental Clinic and/or Drug Dependency/Public Health must have completed a site specific orientation within the last twenty-four (24) months. Such site specific paid orientation periods will be scheduled by the Employer based on the operational requirements of the Employer. The terms of completing site specific orientation will be a per 3(c).

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

The above shall be distributed among employees as per the NAPE (HS) Collective Agreement subject to the criteria of being orientated to the site(s) as per 3(c).

7. Grievance Procedure

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

Step I Employee submits grievance to Shop Steward

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

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

8. Labour Management Committee Structure

There shall be one Labour Management Committee with NAPE representatives from the below noted sites, not to exceed six (6). Meetings will alternate among the various sites.

- i) Melville Hospital.
- ii) Paddon Home. and
- iii) Dental Clinic
- iv) Drug Dependency/Public Health

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

9. Occupational Health and Safety Committee

There will be one Occupational Health and Safety Committees with NAPE representatives from the below noted sites. not to exceed six (6). Meetings will alternate among the various sites.

- (i) Melville Hospital
- (ii) Dental Clinic
- (iii) Paddon Memorial Home
- iv) Drug Dependency/Public Health

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

10. Personnel Files

The official recognized personnel file for the purpose of Clause 13.06 of the Collective Agreement shall be maintained at either the Personnel Office at Captain William Jackman Memorial Hospital or Melville Hospital. The Employer shall make an employee's personnel file available at the employee's work site within three (3) working days of his/her request.

-
11. (i) Existing NAPE (GS) members (as identified in Appendix A) will be transferred into the NAPE HS Bargaining Unit as identified in #1.
- (ii) Upon date of signing of this transition agreement the employees will be subject to the terms and conditions of the NAPE (HS) Collective Agreement unless modified below. Full-time employees will work 1950 hours annually and earn 1950 hours seniority per year.
- (iii) The GS members will have their seniority and service recognized as per items #1 and #2 of this agreement.
- (iv) When the GS members are transferred to the NAPE bargaining unit. the classifications will be submitted to Classification and Pay division of Treasury Board for classification under the Collective Agreement. If as a result of this classification review, a GS member is placed on a HS pay range number which carries a lower hourly rate. he/she will be "red-circled" in accordance with the terms of The Collective Agreement. If a pay equity adjustment is being applied to the HS classification, the GS members will receive the applicable pay equity adjustment, effective date of signing (no retroactive application).
- (v) Car Allowance - GS members in receipt of a car allowance. as identified in Appendix B, will continue to receive the benefit while it is a condition of employment to have a vehicle at his/her disposal.
- (vi) GS members, as identified in Appendix C, in receipt of clothing items not indicated in the NAPE (HS) Collective Agreement will continue to receive such clothing while in the current classification. provided the nature of the position does not change negating the need for such clothing.
- (vii) The letter in the back of the NAPE (HS) Collective Agreement addressing "Summer Scheduling" will not apply to transferring GS members.
- (viii) Transferring GS members will have layoff and recall rights as per the NAPE (HS) Collective Agreement.
12. (a) Meal Rates as Outlined Below, Per Diem:

	Breakfast	Lunch	Dinner	Total
Island	\$7.00	\$9.00	\$13.69	\$29.69
Labrador	\$7.00	\$10.00	\$15.00	\$32.00
Canada				\$43.00
USA				\$43.00 US
Other				\$48.00

- (b) Kilometer Rate for authorized travel on Employer business shall be twenty-five (25) cents as per Clause 24.06 of the NAPE HS Collective Agreement.

APPENDIX A
EXISTING GS BARGAINING UNIT MEMBERS

Goose Bay

1	Regional Administrator	(Delia Connell)	GS 38
1	Addiction Coordinator	(Zita White)	GS 34
1	Addiction Counsellor	(Gwen Watts)	GS 34
1	Word Processor Operator	(Jackie Mullaly)	GS 18

Labrador City

1	Addiction Coordinator	(Sandra Penny)	GS 34
1	Word Processing Equipment Operator	(Cheryl Whitten)	GS 18
1	Addiction Counsellor	(Maureen Angel)	GS 34

APPENDIX B
GS MEMBERS IN RECEIPT OF CAR ALLOWANCE

Delia Connell
Zita White
Sandra Penny

APPENDIX C
GS MEMBERS IN RECEIPT OF CLOTHING ITEMS

Delia Connell
Zita White
Sandra Penny

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

Witness

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

Witness

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

Witness

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

Witness

TRANSITION AGREEMENT

BETWEEN

**HOSPITAL SUPPORT (HS) AND GENERAL SERVICE (GS)
EMPLOYEES**

**THE WESTERN HEALTH CARE CORPORATION
(INSTITUTIONS BOARD)**

AND

**COMMUNITY HEALTH WESTERN
(COMMUNITY BOARD)**

AND

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

In accordance with Clause 35.02 of the NAPE Hospital Support Staff Collective agreement signed on 14 November 1990 and the "Master Agreement" signed on 25 July 1994 the parties agree as follows.

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

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

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

to either

The Western Health Care Board
or
Community Health Western

*2-NAPE BARGAINING UNITS PRIOR TO 1 JANUARY 1996

The Parties agree that the following **NAPE Hospital Support (HS) and General Service (GS) bargaining units** exist within the Western Region prior to the occurrence of any "transfer" in accordance with Section 44 of the Public Service Collective Bargaining Act.

- (1) Bay St. George Senior Citizens Home - Stephenville Crossing
- (2) Sir Thomas Roddick Hospital - Stephenville - (excluding Versa Services employees)
- (3) Charles L. LeGrow Health Center - Port aux Basques
- (4) Calder Health Care Center - Burgeo
- (5) Bonne Bay Hospital - Noms Point
- (6) Rufus Guincharde Health Care Center - Port Saunders
- (7) Western Health Unit - Dept. of Health (General Service)
- (8) Drug Dependency Services - Western (General Service)

*3- NAPE BARGAINING UNITS ON 1 JANUARY 1996

The parties agree that employees in all of these NAPE bargaining units referred to in section two (2) above will become employees of either the Institutions Board or the Community Board depending upon the position they occupy at the time of the transfer. Employees who transfer from one Board to the other will remain members of the Newfoundland Association of Public Employees and will form seven (7) distinct bargaining units regardless of whether they are employed by the Institutions Board or the Community Board.

These seven (7) bargaining units will be as follows:

- (1) Bay St. George Senior Citizens Home - Stephenville Crossing
- (2) Sir Thomas Roddick Hospital - Stephenville - (excluding Versa Services employees)
- (3) Charles L. LeGrow Health Center - Port aux Basques
- (4) Calder Health Care Center - Burgeo
- (5) Bonne Bay Hospital - Noms Point
- (6) Rufus Guincharde Health Care Center - Port Saunders
- (7) Community Health Western

Employees who were previously employed by "The Western Public Health Unit" or "Drug Dependency Services" shall form one bargaining unit.

*4.CALCULATION OF SENIORITY FOR SEW BARGAINING UNITS

NAPE employees shall retain their previous seniority in the bargaining units to which they have been assigned in accordance with Section 3 of this agreement. The seniority list for The Western Health Unit and Drug Dependency Services shall be merged.

***5 - TRANSFER OF SERVICE**

As of 1 January 1996 the employees of the ten (10) employers outlined in section one (1) of this document. will be transferred to either the institutions Board or the Community Board. Both Boards recognize the service of each of the NAPE employees as it was recognized by the previous employers prior to that date. Service for seniority purposes is to be recognized on a bargaining unit basis only. in accordance with sections three (3) and four (4) of this agreement.

Service worked by NAPE employees with **independent contractors** operating within facilities listed in section one (1) of this agreement is deemed to be service with the **individual employers** outlined in section one (1) of this agreement.

***6- JOB POSTINGS AND NEW HIRES**

Effective 1 January 1996 positions in specific bargaining units which are required to be advertised in accordance with Article 15 of the NAPE HS collective agreement will only be posted in the sites / offices where members of that specific bargaining unit are employed.

Positions which currently and traditionally belong to one union or the other (CUPE or NAPE) shall continue to belong to the same union should a transfer of a position occur between the Community Board and the Institutions Board. This principle will also apply to replacements for the positions which have been transferred between boards.

Both the Institutions Board and the Community Board agree to consider applications from employees who are "on staff" with either board before hiring from outside these organizations.

***6B- NON TRADITIONAL NEWLY CREATED POSITIONS**

There is agreement between CUPE and NAPE and both boards that positions **which currently and traditionally** belong to one union or the other should continue to belong to that same union should a transfer occur. This applies to replacements as well.

Effective 1 January 1996, when new positions are created and **where it is unclear from past experience** whether the employee should be placed in NAPE or CUPE, the issue will be resolved by posting that position under the union where most of the employees in the community are of that union. If an employee spends the majority of their working hours in a community which has mostly NAPE members, then the job shall be posted under the NAPE collective agreement. If the employee spends the majority of their working hours in a community with mostly CUPE employees, then the employer will post the position in accordance with the CUPE collective agreement. All new vacancy notices will be posted in all sites where members of that bargaining unit are employed.

If the employer is unable to fill a position from within the appropriate bargaining unit, a vacancy notice will be posted at all sites in the Western Region where there are employees of both the Institutions Board and the Community Board. The employer agrees to consider such applicants before hiring applicants who are not employees of either board.

"Community" is defined, for the purpose of this agreement as "the area within the municipal boundaries of any city or town in the Western Region." If there has been no union presence in a particular community then the position will be placed in the bargaining unit and union which is closest by road.

*** 6C - DISPLACED WORKERS**

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

*** I-RECALL**

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

*** 8- GRIEVANCE PROCEDURE**

The grievance procedure as outlined in Clause 11.07 of the NAPE - Hospital Support Staff Collective Agreement signed on 14 November 1990 is amended as follows:

- Step 1. **No change**
- Step 2. **No change**
- Step 3. **Change** "Department Head or Personnel Officer" **to read** "Site Manager or the appropriate ACEO or AED (Community Health) responsible"
- Step 4 **Change** "Administrator" **to read** "Chief Executive Officer Executive Director or his / her designate"
- Step 5 **No change**

*** 9- LABOR MANAGEMENT COMMITTEES.**

In accordance with Article 9 of the NAPE Hospital Support Staff collective agreement individual Labor Management Committees will be established at the following sites.

- (1) Bay St. George Senior Citizens Home - Stephenville Crossing
- (2) Sir Thomas Roddick Hospital - Stephenville - excluding Versa Services employees
- (3) Charles L. LeGrow Health Center - Port aux Basques
- (4) Calder Health Care Center - Burgeo
- (5) Bonne Bay Hospital - Norris Point

- (6) Rufus Guinchard Health Care Center - Port Saunders
- (7) Community Health Western

It is understood that Labor Management Committee meetings for the Hospital Support Staff (HS) bargaining units may be combined with Labor Management Committee Meetings for NAPE Laboratory and X-Ray Bargaining Units when deemed practical to do so by both the employer and the union.

*** 10. - PERSONAL FILES**

The official personal file will be maintained in a central Human Resources Department as determined by each board. The employee who works at a site other than that where his / her file is maintained shall have the right to have that file delivered to his / her work site within three (3) working days. The employee shall have the right to review his / her file as per the procedure outlined in the collective agreement.

*** 11- OH&S COMMITTEES**

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

- (1) Bay St. George Senior Citizens Home - Stephenville Crossing
- (2) Sir Thomas Roddick Hospital - Stephenville - excluding Versa Services employees
- (3) Charles L. LeGrow Health Center - Port aux Basques
- (4) Calder Health Care Center - Burgeo
- (5) Bonne Bay Hospital - Noms Point
- (6) Rufus Guinchard Health Care Center - Port Saunders
- (7) Community Health Western

it is understood that employees of Community Health Western who are employed in specific locations may participate in Occupational Health and Safety Committee Meetings at individual health care facilities in the immediate area.

***12- WORK OF THE BARGAINING UNIT - SPECIAL QUALIFICATIONS**

NAPE employees from one bargaining unit are permitted to work in another NAPE bargaining unit provided there is no NAPE employee at that site either working, or on layoff status who is qualified to perform the work required. Such NAPE employees shall earn seniority in both the new bargaining and the original bargaining unit.

CUPE HS employees from any Hospital Support bargaining unit in the Western Region will be permitted to work in any NAPE bargaining unit in the Western Region provided:

- (1) There is no NAPE employee at that site either working, or on layoff status who is qualified to perform the work required.

(2) The employer advertises for "temporary employees" for a period of seven calendar days to determine if an applicant with the required qualifications could be hired into the NAPE bargaining unit at that site.

(3) If there is no suitable candidate found then a member of another bargaining unit and union in the region who is qualified to perform the work required will be employed at the appropriate site. Such an employee will be considered a NAPE member on the dates on which he / she works in the NAPE position and the employer will pay the required union dues to NAPE on that employee's behalf. This employee will be assigned seniority in accordance with the terms of the NAPE Hospital Support Staff Collective Agreement. Such employees shall also continue to earn seniority in their CUPE bargaining unit.

***12A WORK OF THE BARGAINING UNIT - SPECIAL QUALIFICATIONS - CUPE**

The following wording is contained in the 'Transition Agreement' for CUPE members employed with The Western Health Care Board and Community Health Western.

CUPE employees from one bargaining unit are permitted to work in another CUPE bargaining unit provided there is no CUPE employee at that site, either working, or on layoff status who is qualified to perform the work required.

NAPE HS employees from any Hospital Support bargaining unit in the Western Region will be permitted to work in any CUPE bargaining unit in the Western Region provided:

(1) There is no CUPE employee at that site, either working, or on layoff status who is qualified to perform the work required.

(2) The employer advertises for "temporary employees" for a period of seven calendar days to determine if an applicant with the required qualifications could be hired into the CUPE bargaining unit at that site.

(3) If there is no suitable candidate found then a member of another bargaining unit and union in the region who is qualified to perform the work required will be employed at the appropriate site. Such an employee will be considered a CUPE member on the dates on which he / she works in the CUPE position and the employer will pay the required union dues to CEPE on that employee's behalf. This employee will be assigned a seniority number based upon his / her date of hire. Such employees shall continue to earn seniority in their NAPE bargaining unit.

*** 13- CLARIFICATION OF CLAUSE 23.02(3)**

Reference to the word "hospital" in clause 23.02(3) is intended to refer to the following bargaining

units.

- (1) Bay St. George Senior Citizens Home - Stephenville Crossing
- (2) Sir Thomas Roddick Hospital - Stephenville - excluding Versa Services employees
- (3) Charles L. Legrow Health Center - Port aux Basques
- (4) Calder Health Care Center - Burgeo
- (5) Bonne Bay Hospital - Noms Point
- (6) Rufus Guincharde Health Care Center - Port Saunders
- (7) Community Health Western

***14- CENTRALIZING ADMINISTRATIVE FUNCTIONS**

The union agrees that the employer may centralize administrative services including Payroll. Finance. Materials Management. Information Systems and Human Resources.

***15 -CONSOLIDATION OF SERVICES - NEW FACILITY - LAUNDRY AND DIETARY ONLY**

Should the employer decide to consolidate a Laundry or a Dietary service at a **new facility** the employee(s) of that service shall have the option to displace in their own institution or to move with the service.

Any other employee(s) displaced because of the consolidation shall have the right to displace in their own institution or move with the service.

In the event that employees from one union are not willing to move to another site the parties agree to maintain the number of employees from each union as determined at the time of consolidation.

The employee(s) shall continue to be represented by the union from whence they came and shall continue to exercise all rights and benefits of their existing collective agreement.

New positions for the consolidated service will be posted under the CUPE Hospital Support Collective Agreement except where the position was traditionally NAPE. in which case it will be posted under the NAPE Hospital Support Staff Collective Agreement.

Any employee required to relocate to another community and not wishing to do so. and unable to bump in their own bargaining unit may access redundancy at the end of the recall period of two (2) years. In the event the employer deems there will be no recall in a two (2) year period. the employer may pay redundancy. Employees who are re-employed with any employer covered by the coalition negotiations shall be required to pay back part of any severance pay / pay in lieu of notice they received. The amount they have to pay back shall be based on the length of time they have been out of the employment from the employer covered by the coalition negotiations. The amount repaid will be based on the net amount received by the employee or the amount paid to a financial institution on behalf of an employee.

15A -CONSOLIDATION OF SERVICES - EXISTING FACILITY - LAUNDRY AND DIETARY ONLY

Should the employer decide to consolidate a Laundry or a Dietary service at an **existing facility** the employee(s) of that service shall have the option to displace in their own institution or to move with the service.

Any other employee(s) displaced because of the consolidation shall have the right to displace in their own institution or move with the service.

In the event that employees from one union are not willing to move to another site the parties agree to maintain the number of employees from each union as determined at the time of consolidation.

The employee(s) shall continue to be represented by the union from whence they came and shall continue to exercise all rights and benefits of their existing collective agreement.

If the employer decides to create a **new position** in a consolidated service that position will be assigned to the union (i.e. CUPE or NAPE) which has the majority of union members in the service which is being consolidated.

Any employee required to relocate to another community and not wishing to do so, and unable to bump in their own bargaining unit may access redundancy at the end of the recall period of two (2) years. In the event the employer deems there will be no recall in a two (2) year period, the employer may pay redundancy. Employees who are re-employed with any employer covered by the coalition negotiations shall be required to pay back part of any severance pay / pay in lieu of notice they received. The amount they have to pay back shall be based on the length of time they have been out of the employment from the employer covered by the coalition negotiations. The amount repaid will be based on the net amount received by the employee or the amount paid to a financial institution on behalf of an employee.

15 B - LAYOFF FROM A CONSOLIDATED SERVICE -DIETARY AND LAUNDRY ONLY

Both SAPE and CUPE agree that seniority should be used to determine who is laid off from a consolidated service. The two unions also recognize that each has a different method of calculating seniority. The two unions and the two employers therefore agree as follows in the event it is necessary to conduct a layoff in a consolidated service.

1. If the majority of employees as of the date of consolidation of a service are NAPE, the NAPE method of calculating seniority will be used for both NAPE and CUPE employees to determine who will be issued a notice of layoff,
2. If the majority of employees as of the date of consolidation of a service are CUPE, the CUPE method of calculating seniority will be used for both NAPE and CUPE employees to determine who will be issued a notice of layoff. (The CUPE method of determining seniority is based upon the fact

that employees hired before 18 December 1986 are issued a seniority number based upon the service they have accumulated as of that date, Employees hired after 18 December 1986 are issued a seniority number based upon their date of hire)

3. After the employer has achieved the desired staff reductions. NAPE employees affected by the layoff in the consolidated service will be permitted to use the method of seniority outlined in the NAPE Hospital Support Staff Collective Agreement. Such NAPE employees will be permitted to displace any NAPE member (including those still working in the "consolidated service") provided they do so in accordance with the provisions of the NAPE HS Collective Agreement.

4. After the employer has achieved the desired staff reductions. CUPE employees affected by the layoff in the consolidated service will be permitted to use the method of seniority outlined in the CUPE Hospital Support Staff Collective Agreement. Such CUPE employees will be permitted to displace any CUPE member (including those still working in the "consolidated service") provided they do so in accordance with the provisions of the CUPE HS Collective Agreement.

16 - OVERLAPPING JOB FUNCTIONS

If employees from NAPE and CUPE are working side by side in an area. or at the same site. the parties agree that there will be overlapping of job functions. The parties also agree that positions which currently and traditionally belonged to one union or the other should continue to belong to that same union. This principle will also apply to replacements.

"17- STANDARDIZING PAY PERIODS

The union acknowledges the employer's right to standardize pay periods for all employees in all NAPE HS and GS bargaining units in the Western Region. The employer agrees not to reduce the amount of "take home pay" for any permanent NAPE member at the time the change is made and to examine issues of hardship for non-permanent employees on an individual basis.

***18. MUTUAL AGREEMENTS ON FILE RE ARTICLE 35.02 OF THE NAPE HS AGREEMENT AND 54.01 OF THE GS COLLECTIVE AGREEMENT**

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

***19. NAPE EMPLOYEES WORKING IN MORE THAN ONE BARGAINING UNIT**

Subject to paragraph 12 of this agreement. if a NAPE employee is working in more than one bargaining unit referred to in paragraph 3 of this agreement that employee will, for seniority purposes be treated as if that person was two individual employees.

20. COLLECTIVE AGREEMENT TO BE FOLLOWED BY GS EMPLOYEES

Effective the date of signing of this Transition Agreement, employees of the former Western Public Health Unit and the former Drug Dependency Services in the Western region will no longer follow the General Service (GS) Agreement and will be subject to the terms and conditions of the NAPE Hospital Support (HS) Staff collective agreement. This change will be subject to the following:

(A) Community Health Western will be a separate bargaining unit under the NAPE HS Collective Agreement.

Full time employees will work and be paid for 7.5 hours per day, and will earn 1950 hours seniority per year.

(B) For the purposes of this agreement "transferring GS employees" shall mean employees under the NAPE GS bargaining unit who at the date of signing of this agreement shall be transferred to the NAPE HS bargaining unit of "Community Health Western".

(C) Transferring GS employees moving to the same HS classification will be placed on the same step in the HS classification. If a pay equity adjustment is being applied to the HS classification, the transferring GS employee will receive the applicable pay equity adjustment effective the date of signing of this agreement. Transferring GS Employees who are employed in classifications not contained in the HS Collective Agreement shall upon the request of the employer, submit a position description to the employer within 30 calendar days. This position description shall be submitted to the Classification and Pay Division of Treasury Board for determination. Pending the classification review, transferring GS employees will continue to receive their current hourly rate. Following the classification review, transferring GS employees will be paid on the appropriate pay scale as determined by the Classification and Pay Division. Transferring GS employees, who, as a result of this initial classification review, are placed on a HS pay scale which carries a lower hourly rate will be "red circled" in accordance with the "red circling" provisions of the NAPE HS Collective Agreement.

(D) Transferring GS employees who have not completed his/her probationary period effective the date of signing shall complete his/her probationary period under the terms of the NAPE HS Collective Agreement.

(E) Transferring GS employees who are presently "red circled" will maintain his/her red circled rate until such time as the HS scale increases to that rate.

(F) The letter in the back of the NAPE (HS) Collective Agreement addressing "Summer Scheduling" will not apply to transferring GS employees.

(G) Car Allowance - Transferring GS employees in receipt of a car allowance will continue to receive the benefit while it is a condition of employment to have a vehicle at his/her disposal.

(H) Transferring GS employees will not have the right to bump employees outside the Community

Health Western Bargaining unit or within the bargaining unit encompassing the GS Collective Agreement.

(I) Transferring GS employees on layoff will not have recall rights beyond those outlined under the NAPE (HS) Collective Agreement.

***21. BENEFIT YEAR WHICH CURRENTLY ENDS 31 MARCH**

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

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

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

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

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

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

*** 22. AMENDMENTS**

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

DATED THIS 10th DAY OF Sept, 1996.

David J. C...
NEWFOUNDLAND ASSOCIATION
OF PUBLIC EMPLOYEES

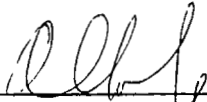
Wanda ...
COMMUNITY HEALTH WESTERN

Frank ...
WESTERN HEALTH CARE BOARD

Phillip Leder
WITNESS

Yvonne Sharpe
WITNESS 1

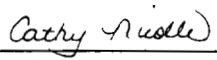
Donna ...
WITNESS



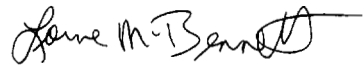
TREASURY BOARD



NEWFOUNDLAND AND LABRADOR
HEALTH CARE ASSOCIATION



WITNESS



WITNESS

Memorandum of Agreement

Between

Newfoundland Association of Public Employees

And

Community Health - St. John's Region

And

Newfoundland and Labrador Health Care Association

And

Treasury Board

August 30, 1996

This Agreement effective this ¹⁹⁹⁷ 27 day ~~MARCH~~ of 1996 is made pursuant to Clause 35.02 of the NAPE Hospital Support Staff Collective Agreement. It addresses the terms and conditions of employment with respect to NAPE employees of Community Health - St. John's Region. The Memorandum of Agreement with respect to the NAPE (HS) workers of St. John's Home Care is no longer applicable to those employees. The previous bargaining unit(s) encompassing employees of the former St. John's Home Care will no longer be recognized.

The parties agree that the NAPE (HS) Agreement shall apply with the following exceptions:

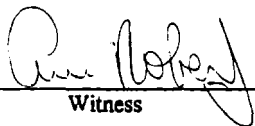
1. Community Health - St. John's Region will be a separate bargaining unit under the NAPE (HS) Collective Agreement.
2. For the purposes of this agreement, "transferring GS employees" shall mean employees under the NAPE GS bargaining unit who at the date of signing of this agreement shall be transferred to the NAPE HS bargaining Unit of Community Health - St. John's Region. (Transferring GS employees are identified in Appendix A)
3. Transferring GS employees moving to the same HS classification will be placed on the same step in the HS classification. If a pay equity adjustment is being applied to the HS classification, the transferring GS employee will receive the applicable pay equity adjustment effective date of signing of agreement.
4. Seniority lists, with respect to the transferring GS employees and existing HS employees, will be combined effective the date of signing with GS employees being given full credit for their total seniority as it exists on the present seniority list. (See Appendix C)
5. Transferring GS employees who have not completed his/her probationary period effective the date of signing shall complete his/her probationary period under the terms of the NAPE (HS) Collective Agreement.
6. Transferring GS employee (Appendix B) who is presently red circled will maintain his red circled rate until such time as the HS salary increases to that rate.
7. The letter in the back of the NAPE (HS) Collective Agreement addressing "Summer Scheduling" will not apply to transferring GS employees.
8. Car Allowance - Transferring employees in receipt of a car allowance will continue to receive the benefit while it is a condition of employment to have a vehicle at his/her disposal. (See Appendix D)
9. Transferring GS employees will not have the right to bump employees outside this bargaining unit or within the bargaining unit encompassing the GS Collective Agreement.

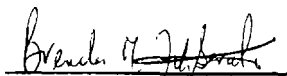
10. Transferring GS employees on layoff will not have recall rights beyond those outline under NAPE (HS) Collective Agreement.
11. Employees who are paid on the basis of the *salary* for 1820 hours annually shall work and be paid on the basis of 1950 hours effective the date of signing of this Agreement per the Collective Agreement.

Effective date of signing of this transition agreement employees who are paid on **the** basis of the *salary* of 1820 hours annually shall **earn** seniority on the basis of 1950 hours annually.

12. HS bargaining unit members who work 1820 hours and are paid the annual salary for the appropriate step of the HS *salary* scale are identified in Appendix E.

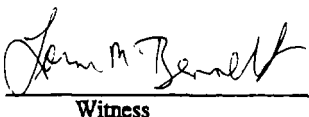
Signed on behalf of the **Community Health - St. John's Region** by its proper officers in the presence of the witness hereto subscribing


Witness





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


Witness

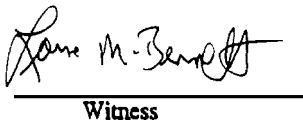


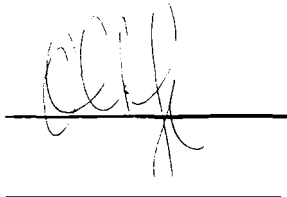
Signed on behalf of the **Newfoundland Association of Public Employees** by its proper officers in the presence of the witness hereto subscribing


Witness



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


Witness



Appendix A

Transferring GS employees

Employee

position

Janet Budden

WPEO I

Linda Carter

Reg. Health Educator

Theresa Chidley

WPEO I

Margaret Coombes

Reg. Nutritionist

Genevieve Hannon

Clerk Typist II

Eleanor Kelly

Clerk ~~Typist~~ II

Mary Martin

WPEO I

Geraldine McWilliam

Clerk Typist II

Anna Moakler

Administrative Officer

Lorraine Penny

WPEO I

Michelle Ryan

Addiction Coordinator

Karen Sheppard

Clerk Typist II

Anita Taylor

Clerk III

Ronald Tizzard

Addictions Counsellor II

Lorna Vallis

Departmental Program Coordinator

David Walker

Addictions Counsellor II

Ruth Wilkins

Addictions Counsellor II

Melvina Caines

WPEO I

Maureen Leat

Dietician

Heather Cooke

Librarian

W.P.E.O.I

BW Wendy O'Brien
RW ~~Janet Carter~~

Appendix B

GS Red Circled Employees Transferring to Community Health Board

Ron Tizzard	Red-Circled <i>Salary</i>	\$44,499.00
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Community Health Payroll/Personnel*LIVE*
 Seniority Report
 For Contract NAPE HS
 Pay Period Ending 96/12/28

Appendix C

Employee Name	Job Description	Seniority Date	Emp'ee Type	Seniority Hours	Adjustment
CRANFORD, LOUISE	Domestic Worker	21/04/64	PFT	56595.00	
TAYLOR, ANITA	Clerk III	27/06/74	PFT	40887.00	
MOLLOY, KENNETH	Utility Worker I	02/01/78	PFT	36159.50	
DALTON, MRS	Data Entry operator	21/02/78	PFT	34209.50	
EVANS, ROBERT	Nursing Assistant I	08/12/11	PFT	34041.00	
SHEPPARD, KAREN	Clerk Typist II	16/01/79	PFT	31885.00	
COOMBES, MARGARET	Regional Nutritionist	05/09/96	PFT	29732.50	
KENNEDY, HELEN	Clerk Typist II	03/09/80	PFT	27272.00	
MALLARD, JANET	Clerk IV	27/10/81	PFT	27135.00	
FUDDISTER, MARJORIE	Nursing Assistant I	08/10/80	PFT	27034.00	
LEAT, MAUREEN	Dietary Consultant	16/03/82	PFT	27013.00	
PENNEY, LORRAINE	Word Processing Equip. Operator I	19/01/81	PFT	27013.00	
MOAKLER, ANNA	Administrative Officer I	12/09/83	PFT	24311.00	
SUTTON, RICHARD	Utility Worker I	08/10/65	TPT	24075.50	
VALLIS, LORNA	Dept. Program Coordinator	13/02/84	PFT	22143.00	
BUDDEN, JANET	Word Processing Equipment Operator I	01/07/86	PFT	19047.00	
SPURRELL, CHARLOTTE	Word Processing Equipment Operator I	08/04/87	PFT	17794.00	
COOKE, HEATHER	Librarian	26/06/96	PFT	17031.00	
CHIDLEY, TERESA	Word Processing Equipment Operator I	24/05/88	PFT	15708.00	
WALKER, DAVID	Addictions Counsellor	11/04/88	PFT	14084.00	
MCWILLIAM, GERALDINE	Clerk Typist II	04/05/89	PFT	13979.00	
WILKINS, RUTH	Addictions Coordinator	19/06/89	PFT	13741.00	
CAINES, MELVINA	Word Processing Equipment Operator I	01/11/89	PFT	13496.00	
HEDDERSON, JOANNE	Clerk IV	02/04/89	PFT	12950.00	
PIERCEY, DONNA	Word Processing Equipment Operator I	16/02/90	PFT	12782.00	
MARTIN, MARY	Word Processing Equipment Operator I	29/01/90	PFT	12635.00	
TIZZARD, RONALD	Addictions Counsellor	01/04/90	PFT	12285.00	
RYAN, MICHELLE	Quality Assurance Ca-ordinaror	11/04/89	PFT	12229.00	
CARTER, LINDA	Regional Health Educator	01/01/89	PFT	12226.00	
QUINLAN, ELIZABETH	Word Processing Equipment operator I	20/11/89	PFT	11959.00	
FOLEY, JEAN	Word Processing Equipment Operator I	02/07/91	PFT	10650.00	
DOUCETTE, PAMELA	Word Processing Equipment Operator I	17/04/91	PFT	10376.25	
HANNON, GENEVIEVE	Word Processing Equip. operator I	26/11/91	PFT	9184.00	
DOYLE, MARY BETH	Addictions Coordinator	26/02/90	PFT	8078.24	
KELLY, ELEANOR	Clerk Typist II	24/07/89	PFT	7882.00	
JOHNSTON, LEA-A "	Word Processing Equipment operator I	29/06/92	PFT	7858.00	
TITFORD, JUNE	Word Processing Equipment Operator I	20/01/92	PFT	7224.00	
WONG, EVELYN	Accounting Clerk I	14/06/93	PFT	5662.50	
RYAN, JEANNETTE	Word Processing Equipment operator I	08/06/94	PFT	4920.50	
POWER, SHEILA	Word Processing Equipment operator I	30/06/94	PFT	4862.50	
M O W S, PHYLLIS	Word Processing Equipment operator I	19/08/94	PFT	4623.75	
FIFIELD, PAMELA	Word Processing Equipment Operator I	02/08/94	PFT	4608.00	
CURTIS, DEBBIE	Addiction Coordinator	20/12/94	PFT	3723.50	
PIKE, PATRICIA		19/09/94	TPT	2935.25	
KENNEDY, DIANE	Payroll Officer II	13/07/95	PFT	2865.00	
NOFTALL, KELLY	Addiction Counsellor	19/12/94	PFT	2671.00	
CROCKWELL, KAREN M	Accounting Clerk I	26/07/95	TFT	2497.50	
O'BRIEN, WENDY	Word Processing Equipment operator I	27/11/95	TFT	1932.00	
GOSSE, HELEN M.	Word Processing Equipment Operator I	07/11/94	TFT	1873.75	
CRANSHAW, LYNN	Clerk I	01/09/94	RECALL	1432.50	
REYNOLDS, PAULINE	Accounting Clerk I	03/06/96	TFT	1125.00	
JORDAN, KIMBERLY	Addiction Counsellor	26/08/96	PFT	675.00	

RUN DATE: 13/01/97
RUN TIME: 1506

Community Health Payroll/Personnel*LIVE*
Seniority Report
For Contract NAPE HS
Pay Period Ending 96/12/28

Appendix C - cont'd

Employee Name	Job	Description	Seniority Date	Emp'ee Type	seniority Hours	Adjustment
CONNORS, MARY F.	Addiction	Counsellor	03/09/96	PFT	630.00	
POWER, TYRONE	Equipment	operator I	23/09/96	TFT	525.00	
KIELLY, EVELYN	Nursing	Assistant	05/12/96	TFT	32.50	

Appendix D

Transferring Employees in Receipt of Car Allowance:

Bob Evans
Marjorie Puddester
Michelle Ryan
Debbie Curtis
Linda Carter
~~Margaret~~ Coombs

Appendix E

Employees Working 1820 Hours Annually and Paid for 1950 Hours

Marjorie Puddester

Louise Cranford

Lois Dalton

Robert Evans

Charlotte Spurrell

Joanne Hedderson

MEMORANDUM OF AGREEMENT

BETWEEN

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

AND

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

AND

THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES
HOSPITAL SUPPORT
(herein after referred to as the Union)

May 6, 1996

This agreement made this 6th day of May, one thousand nine hundred and ninety six in accordance with clause 35.02 of the NAPE Hospital Support Staff Collective Agreement signed between the parties on November 14, 1990, herein after referred to as the Collective Agreement

1 Bargaining Unit Structure

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

- A.M. Guy Memorial Health Centre
- Green Bay Community Health Centre
- Dr. Hugh Twomey Health Care Centre
- Harbour Breton Hospital
- North Haven Manor Senior Citizens Home
- Hermitage (Regional Clinic)
- Mose Ambrose (Regional Clinic)

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

2. Transfer of Service

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

3. Job Postings

- a) Job postings will be posted as per Article 15 of the NAPE HS Collective Agreement.
- b) Permanent positions shall be posted throughout all facilities in the region where the employees are represented by NAPE HS.
- c) For any temporary positions, if the temporary position at a particular facility is less than 16 weeks, the Employer shall select a temporary employee at that

particular facility; if the particular temporary position is expected to be greater than 16 weeks, it shall be posted in all facilities where the employees are represented by NAPE HS.

4. Displacements

An employee whose position is affected by the Employer's decision to layoff (including permanent employees reduction in hours of work) shall have the right to accept layoff or displace in accordance with the Collective Agreement.

5. Recall

- a) Permanent employees shall be recalled as per the Collective Agreement.
- b) Subject to c) below. recall of temporary employees shall be facility specific. in accordance with the Collective Agreement, based on the hours he/she has worked (seniority) at that particular facility.
- c) If a particular facility closes, the provisions of the Collective Agreement shall apply. Where the parties agree that a particular facility has a significant reduction in permanent staffing, the parties shall agree to allow temporary employees at that facility to use their seniority for recall at another facility.

6. Grievance Procedure

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

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

7. Labour Management Committee Structure

Facility specific Labour Management Committee

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

Regional Labour Management Committee

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

8. Personal Files

The official recognized personnel file for the purposes of clause 13.06 of the Collective Agreement shall be maintained at the facility the employee is working.

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

Harold Spruce
Witness

Don Keefe
Doc Keefe

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

Jane M. Bennett
Witness

John Leade

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

Phyllis Lader
Witness

David Lader

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

Ally
Witness

Paul J. Hickey

MEMORANDUM OF AGREEMENT

BETWEEN

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

AND

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

AND

THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES
HOSPITAL SUPPORT
(herein after referred to as the Union)

April 8, 1996

This agreement made this _____ day of _____ one thousand nine hundred and ninety six in accordance with clause 35.02 of the NAPE Hospital Support Staff Collective Agreement signed between the parties on November 14, 1990, herein after referred to as the Collective Agreement

1. Bargaining Unit Structure

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

- James Paton Memorial Hospital
- Brookfield Bonnews Health Care Centre
- Lakeside Home
- Fogo Island Hospital

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

2. Transfer of Service

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

3. Job Postings

- a) Job postings will be posted as per Article 15 of the NAPE HS Collective Agreement.
- b) Permanent positions shall be posted throughout all facilities in the region where employees are represented by NAPE.
- c) For any temporary positions. if the temporary position at a particular facility is less than 16 weeks. the Employer shall select a temporary at that particular facility: if the particular temporary position is expected to be greater than 16 weeks. it shall be posted in all facilities within the region where the employees are represented by NAPE HS.

4. Displacements

An employee whose position is affected by the Employer's decision to layoff (including a permanent employee who will have a reduction in hours of work) shall have the right to accept layoff or displace in accordance with the Collective Agreement.

5. Recall

- (a) Permanent employees shall be recalled as per the Collective Agreement.
- (b) Subject to (c) below, recall of temporary employees shall be site specific in accordance with the Collective Agreement, based on the hours he/she has worked (seniority) at that particular site. For the purpose of temporary recall only, James Paton Memorial Hospital and Lakeside Homes shall be considered one site. The Brookfield Bonnews Health Care Centre shall be considered one site. Fogo Island Hospital shall be considered one site. Temporary employees will indicate, in writing, any department or area of a department in which they do/do not wish to work. The Employer agrees to permit temporary employees to refuse to work in a department or area of a department at the employee's request and provided there are other qualified temporary employees to perform the work required. For those employees who request, in writing, to work in more than one department or area of a department, orientation will be provided in accordance with the Employer's operational needs.

Should a temporary employee indicate, in writing, a desire to relinquish recall rights at one site in order to be recalled solely at a second site, the employee's seniority at the first site shall be transferred to the second site. The employee shall be recalled in accordance with total seniority at the second site.

- (c) If a particular facility closes, the provisions of the Collective Agreement shall apply. Where the parties agree that a particular facility has a significant reduction in permanent staffing, the parties shall agree to allow temporary employees at that facility to use their seniority for recall, for work which the employee is qualified, at another facility.
- (d) It is recognized that some employees may work temporary at a NAPE facility, but also work as a temporary CUPE employee at the Notre Dame Bay Memorial Hospital. These employees will be recalled in order of their respective bargaining unit seniority at each facility.

When a temporary employee works at either facility within the NAPE bargaining unit or the CUPE bargaining unit, the respective union dues will be deducted from the employee while he/she is working at the facility.

- (e) Subject to (d) above, if a temporary employee refuses recall to a NAPE facility due to temporary recall/employment at the Notre Dame Bay Memorial Hospital, it shall be considered by the Employer to be refusal for just cause, and the employee will not lose any seniority accumulated at either facility.
- (f) Should a service be merged, the seniority list for temporary employees in that service shall be merged, and recall will be in accordance with total seniority.

6. Grievance Procedure

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

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

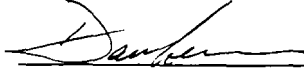
7. Labour Management Committee Structure

Facility specific Labour Management Committee

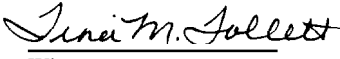
- j. structured as per current Collective Agreement to deal with facility specific issues

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


Witness

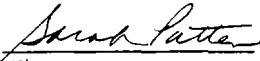


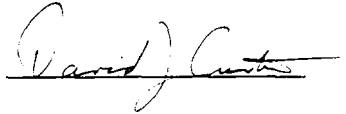
Signed on behalf of the Newfoundland and Labrador Health Care Association by proper officers on behalf of all hospitals and agencies listed in Schedule C in accordance with the Constitution and in the presence of the witness hereto subscribed


Witness

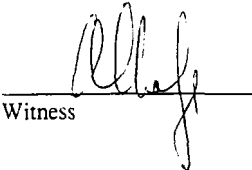


Signed on behalf of the Newfoundland Association of Public Employees by its proper officers in the presence of the witness hereto subscribing


Witness



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


Witness



TRANSITION AGREEMENT

BETWEEN

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

AND

THE NEWFOUNDLAND AND LABRADOR HEALTH CARE ASSOCIATION

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

AND

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

This agreement made this 20th day of March, one thousand nine hundred and ninety-six in accordance with clause 35.02 of the NAPE Hospital Support Collective Agreement signed between the parties on November 14, 1990, herein after referred to as the Collective Agreement. Any disputes arising out of the application of this Transition Agreement are subject to the grievance and arbitration process of the applicable Collective Agreement.

1. Bargaining Unit Structure

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

- Dr. Charles A. Janeway Child Health Centre
- Dr. Leonard A. Miller Centre, St. John's (including the Public Health Laboratories)
- Dr. Walter Templeman Hospital
- General Hospital (HSC)
- St. Clare's Mercy Hospital
- Salvation Army Grace General Hospital
- Waterford Hospital (including Community Care, Terrace Clinic and Mill Lane)
Central Laundry
Children's Rehabilitation Centre

The NAPE Hospital Support Staff Province-wide Collective Agreement (hereafter referred to as the Collective Agreement) shall prevail with the exception of existing services currently located at the Waterford Hospital and Central Laundry. Within these existing services the Waterford Hospital and Central Laundry Collective Agreements shall remain in effect with the exception that Articles 3, 11, 14, 15, 16, 28 of the NAPE Hospital Support Staff Province-wide Collective Agreement will apply subject to the letter of understanding on Page 7. Employees previously covered by the CUPE Collective Agreements will now be subject to the NAPE Province-wide Collective Agreement subject to the letter of understanding on Page 7 and Item 12 of this transition Agreement. The reference throughout the Collective Agreements to bargaining units refers to employees who are Hospital Support staff as defined by the Collective Agreements at all sites operated by the employer as **one** single bargaining unit. It is understood by the parties that any language with respect to transfer of services, promotions, lay-offs, recall or other staffing issues are subject to the current Collective Agreements language and the Master Agreement unless altered by this Transition Agreement.

2. Transfer of Services

- (a) It is recognized that the Employer reserves the right to transfer employees between sites as a result of service transfers.

- (b) **All** employees will be assigned a primary site of work. It is recognized that certain employees may be required to work on a multi-site basis or have Corporate-wide responsibilities. These individuals will be given as much advance notice as possible. Such a requirement could occur as a result of an increased or decreased workload; unexpected absence resulting in an urgent or imperative need for staff elsewhere in the organization; or emergencies.
- (c) If no downsizing occurs as a result of a transfer of services, employees who remain in the same classification with no change or reduction in hours of work or compensation reduction will transfer with the service and have no access to lay-off or any negotiated displacement procedure.
- (d)
 - i. If a transfer of service to another site occurs where the combined service cannot accommodate all employees, then the affected employee(s) from the transferring service/site will have access to the applicable provisions of the Collective Agreement (i.e., layoff/displacement). Employees who are permanently employed in a classification within the affected service shall be offered transfers within their classification, on the basis of seniority provided the employees' qualifications meet the required standards for the position.
 - ii. If a consolidation of service occurs where the new service cannot accommodate all employees, each position will be offered by seniority to those employees currently permanently employed in that classification in the service within the Corporation.
 - iii. Employees within their classification shall have the right to refuse such transfers/positions and access the displacement procedure as outlined in the NAPE Province-wide Hospital Support Staff Collective Agreement, in the event that an insufficient number of employees agree to work in a particular classification, the junior employees shall be required to accept the transfers/positions.
- (e) In the event that a service is transferred, employees affected by downsizing within 24 months after the transfer shall have the right to exercise their displacement/ bumping rights as if they were not transferred.
- (f) Employees who are assigned/transferred to the Waterford Hospital or Central Laundry with a new/consolidated service (i.e., Finance Department, Adult Acute Care Psychiatry) shall be covered by the NAPE Hospital Support Staff Province-Wide Collective Agreement. Employees who are assigned/transferred to an

existing service at the Waterford Hospital/Central Laundry shall be covered by the Waterford Hospital Support Staff/Central Laundry Collective Agreements.

- (g) Employees who are involuntarily (i.e., bumped) moved out of the Waterford Hospital/Central Laundry will be subject to the NAPE Hospital Support Staff Province-wide Collective Agreement and will have their salary (inclusive of contact allowance) red-circled, but not their hours of work. In case of the latter, the individual will be required to work based on a 7.5 hour day with his/her hourly rate red-circled if necessary.
- (h) The Corporation will provide an orientation period to employees who are transferred with a service or are required to work in more than one site to acquaint them with essential information such as policies and procedures, routines, location of supplies and equipment, fire and disaster plans, etc.

3. **Staff Changes**

- (a) **Job Postings**
Permanent employees may apply for both temporary and permanent positions on a Corporate-wide basis. Temporary employees may apply for permanent Corporation-wide postings. For any temporary positions, if the temporary position at a particular site is expected to be less than sixteen (16) weeks, the Employer shall recall a temporary employee at the particular site: if the temporary position exceeds sixteen (16) weeks, it shall be posted in all applicable sites.
- (b) **Recall**
 - Temporary employees to be recalled by site/department (as per current practice). For the purposes of recall under this section, the General Hospital and Leonard A. Miller Centre shall be considered one site. Should a temporary recall list be exhausted at one site the Corporation agrees to utilize other temporary lists within the particular site or at other sites prior to hiring any employees from the outside.
 - Permanent recalls to be corporate-wide.
 - Where the parties agree that a particular site or service has a significant reduction in permanent staffing, the parties shall agree to allow temporary employees at that site to use their seniority for recall at another site. A temporary employee can only be considered associated with a particular service if more than fifty percent (50%) of their hours have been worked with that service in the most recent six (6) months.

4. **Displacements**

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of layoff, (including permanent employee reduction in hours of work) the NAPE Province Wide Hospital Support Staff Collective Agreement shall apply.

The "Red Circling" provision as provided in the NAPE Province Wide Hospital Support Staff Collective Agreement shall apply to employees currently covered by the CUPE Hospital Support Staff and Waterford Hospital Support Staff Collective Agreements.

5. **Grievance Procedure**

Current agreement.

6. **Seniority List**

Employees will have sixty (60) days to protest seniority from the date the combined list is posted at all sites. The protest shall be submitted in writing, stating reasons, to the site Human Resources Department.

The Human Resources Department will deal with protests on a first come, first service basis and attempt to resolve protests as expeditiously as possible. In the event that an individual is involved in a situation (i.e., bumping, job posting, etc.) where seniority is a critical aspect, that individual's seniority will be checked on a priority basis prior to the finalization of the situation in question. All protests will be handled within seven (7) days of the closing of the protest period.

7. **Equal Seniority**

If the situation should develop whereby two (2) or more employees have the same seniority, the seniority shall be broken by random draw, i.e., drawing names from a hat. A Union representative together with the individuals whose names are in the hat, or their designates, are entitled to be present with management when the draw takes place.

8. **Seniority Defined**

Seniority for full time employees is defined as 37.5 hours per week, effective date of hire.

9. **Workers' Compensation**

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

10. **Mutual Agreement**

All amendments to the Collective Agreements will be tabled and only those amendments which the parties agree to continue will form part of the Collective Agreement.

11. **Labour Management**

Site Labour Management Committees shall continue to meet and a Corporate-wide Labour Management Committee will be established.

12. **Former CUPE Contracted Services Salaries**

Former CUPE employees of the previously contracted services (i.e., Nova. Marriott, etc.) shall have their salaries red-circled until the applicable NAPE Hospital Support Staff salaries reach the red-circled level.

13. **Statutory Holidays**

Employees covered by the NAPE Hospital Support Staff Collective Agreement shall observe Thanksgiving Day as the ninth statutory holiday (i.e., one additional holiday).

Employees covered by the Waterford Hospital (HS) Collective Agreement shall observe Armistice Day as the ninth statutory holiday (i.e., one additional holiday).

LETTER OF UNDERSTANDING

29 January 1996

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

Dear Ms. Loder:

Re: Linking Articles of Province Wide NAPE HS Collective Agreement

This is to confirm our understanding concerning the following linking Articles of the Province-wide NAPE Hospital Support Staff Collective Agreement:

1. Article 3: It is recognized that within the application of this Article, Article 3.05 (a) of the Waterford Hospital Collective Agreement shall apply to those employees who are party to the Waterford Hospital Collective Agreement.
2. Article 14: It is recognized that Article 14.04 (g) of the Waterford Hospital Collective Agreement shall apply to all Bargaining Unit employees.
3. Article 15: All job postings shall be provided concurrently to the local Presidents and Secretaries.

Articles 15.08(i), 15.09(h), 15.10(i), 16.01(h), and 16.02(h) of the Waterford Hospital Collective Agreement shall apply to those employees who are party to the Waterford Hospital Collective Agreement.

4. Article 17.01 (f) of the CUPE Hospital Support Staff Collective Agreement shall remain in effect at the Grace Hospital, St. Clare's Dietary Department and Janeway Dietary Department until such time as the site is closed or the services are consolidated or transferred to another site.

5. Article 16.06(a), (b), (c) of the Central Laundry Collective Agreement shall remain in effect at the Central Laundry location only.

Sincerely,

Stephen C. Dodge
Vice President - Human Resources
Health Care Corporation of St. John's

LETTER OF UNDERSTANDING

06 February 1996

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

Dear Ms. Loder:

Re: Employees Who Are Required to Work on a Multi-site Basis or Have Corporate Wide Responsibilities

This is to confirm our understanding that the Wealth Care Corporation of St. John's will make transportation available, if necessary, to employees who are required to leave his/her primary site of work to work at another site within the Corporation.

Sincerely,

Stephen C. Dodge
Vice President - Human Resources
Health Care Corporation of St. John's

LETTER OF UNDERSTANDING

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

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

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

Sincerely,

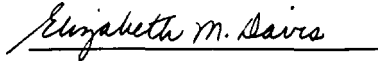
Stephen C. Dodge
Vice President - Human Resources
Health Care Corporation

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

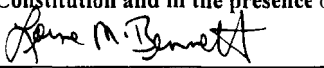


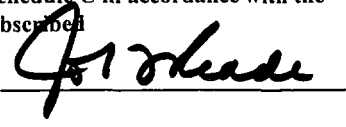
Witness



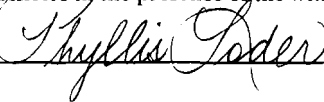


Signed on behalf of the Newfoundland and Labrador Health Care Association by proper officers on behalf of all hospitals and agencies listed in **Schedule C in accordance with the Constitution and in the presence** of the witness hereto **subscribing**





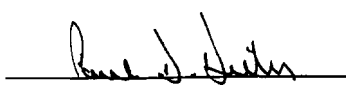
Signed on behalf of the Newfoundland Association of Public Employees by its proper officers in the presence of the witness hereto subscribing





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





MEMORANDUM OF AGREEMENT

BETWEEN

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

REPRESENTING THE PENINSULAS HEALTH CARE CORPORATION
(herein after referred to as the Employer)

AND

THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES
HOSPITAL SUPPORT
(herein after referred to as the Union)

OCTOBER 7, 1997

This agreement made this 7th day of October, one thousand nine hundred and ninety seven in accordance with clause 35.02 of the NAPE Hospital Support Staff Collective Agreement signed between the parties on November 14, 1990, herein after referred to as the Collective Agreement and in accordance with the Master Memorandum of Agreement signed July 25, 1994.

1. **Bargaining Unit Structure**

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

Grand Bank Community Health Centre
 Blue Crest Nursing Home
 U.S. Memorial Health Centre
 Burin Peninsula Health Care Centre
 Dr. G.B. Cross Memorial Hospital
 Trinity Medical Clinic
 Bonavista Peninsula Community Health Centre
 Golden Heights Manor Nursing Home

operated by the Employer as one (1) bargaining unit. The seniority lists of NAPE HSS employees at all facilities within this Employer will be merged effective date of signing. The seniority lists for temporary employees will be merged for all facilities subject to item #5 of this Agreement.

2. **Transfer of Services**

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

3. **Job Postings**

- (a) Job postings will be posted as per Article 15 of the NAPE HSS Collective Agreement.
- (b) Permanent positions shall be posted throughout all facilities and clinics where employees are represented by NAPE HSS.

- (c) Subject to Item 5, for any temporary positions, if the temporary position at a particular facility is less than sixteen (16) weeks, the Employer shall recall in accordance ~~with~~ 16.02(c) of the Collective Agreement within that particular geographic location. If the particular temporary position is 16 weeks or expected to be greater than sixteen (16) weeks, it shall be posted in all facilities and clinics operated by the Corporation where employees are represented by NAPE HSS.

4. Displacements (Bumping)

- (a) **An** employee whose position is affected by the Employer's decision to layoff (including a permanent employee who will have a reduction in hours of work) shall have the right to accept layoff or displace in accordance with the Collective Agreement.

5. Recall

- (a) Permanent employees shall be recalled as per the Collective Agreement.
- (b) The geographic areas under this Corporation for NAPE HSS employees shall be:
 - (i) Burin Peninsula; or
 - (ii) Clarenville and Bonavista (Trans Canada Highway is the dividing line)
- (c)
 - (i) Temporary employees shall be placed on a Board wide seniority list based on the Department(s) in which they work in accordance with Clause 14:01(b) of the NAPE HSS Collective Agreement.
 - (ii) Temporary employees who have worked in one or more sites with the Employer shall select in writing within 14 days of signing this agreement, the geographic area i.e. Burin Peninsula or Clarenville and Bonavista (Trans Canada Highway is dividing line) in which they will work and identify the communities within that geographic area i.e. Burin, Grand Bank, St. Lawrence, Clarenville or Bonavista, where they **will** work. Temporary employees will be given the opportunity to change his/her selection of geographic area by September 15 of each year to be effective October 1 of that year. Such change will be considered permanent unless changed in a subsequent year. If these employees elect to work in a particular community or communities and he/she refuses to return to work

when recalled in the community or communities selected, the employee shall lose his/her recall rights as a temporary employee to the community to which he/she refused recall, but he/she shall maintain recall rights for any other communities that he/she may have selected, unless recall was refused for just cause or illness.

- (iii) All temporary employees will be given the option by October 15 of each year (to be effective November 1 of each year) to remove his/her name, in writing, from the recall list for a particular community(ies) within the geographic area selected as per 5. (c) (ii). For 1996-97, the Employee will exercise this option within 14 days of signing this agreement. It is agreed that employees will not exclude themselves from recall at one site in a community while agreeing to recall at another site in the same community. If his/her name is removed, the temporary employee will not be recalled for that site and all sites within the same community. In the event that an insufficient number of employees agree to have his/her name remain on a recall list for a specific community, the junior employees will be required to remain on the list to satisfy the operation requirements as identified by the Employer and make him/herself available for recall. If his/her name is removed, the temporary employee will not be recalled for that community(ies). Any of these temporary employees who have his/her names removed, as per 5 (c)(iii), may have his/her name put back on the recall list for those community(ies) by writing the Employer by March 15 of each year (to be effective April 1 of each year) provided that they have not lost his/her recall rights to that community(ies). Temporary employees shall not be permitted to reverse his/her decision between October 15 and March 15.
- (iv) These temporary employees as outlined in 5. (b) (ii) above, shall maintain his/her name on the recall list for at least one community where they are qualified to be recalled as a temporary employee and where they would normally work as a temporary employee, unless they have lost or voluntarily given up his/her recall rights as a temporary employee.
- (v) Temporary employees hired after date of signing this agreement, will be hired for a specific geographic area and subject to 5 (c) (ii) & (iii).

- (vi) if a temporary employee applies for and receives a temporary position in a location from which he/she has already lost recall rights, the temporary employee shall not be eligible for recall in that location after the period of temporary employment.
- (vii) The Employer's obligation to provide orientation to temporary employees shall be limited to a number that the Employer would reasonably expect to recall during any particular period for that Department or facility, based on seniority.
- (d) If a particular facility closes, the provisions of the Collective Agreement shall apply.

6. _____

The employer proposes a combination of corporate wide and community specific Labour Management Committees. Corporate wide would meet 4 times annually, and community specific would meet 6 times annually.

Grievance Procedure

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

- Step 1 Employee submits grievance to Shop Steward.
- Step 2 ,Shop Steward presents grievance to the employee's immediate Supervisor.
- Step 3 Failing settlement at step 2, the Shop Steward presents grievance to the Director, Human Resources at the Dr. G.B. Cross Memorial Hospital or the Human Resources Manager at the Burin Peninsula Health Care Centre.
- Step 4 Failing settlement at step 3, the Shop Steward presents the grievance to the Vice President of Planning, Information and Resource Development.
- Step 5 Either party may refer grievance to arbitration.

7. Consolidation/Transfer of Services

The Peninsulas Health Care Corporation reserves the right to transfer staff on the basis of seniority as the result of a) the service in which he/she works transfers within his/her community or b) service transfers within his/her geographic area if as of the date of signing this agreement or as of the date such notice of transfer is given, the employee(s) who are impacted are already commuting to work between the communities affected by the change. Employees who are transferred shall retain seniority, service and other recognized earned and portable benefits.

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

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

8. Permanent employees who move from his/her original primary place of work or community after March 1, 1997, on an involuntary basis but remain in his/her classification shall have the choice and option to return to that site before vacancies are posted Board wide. Should more than one employee be in this situation, or should this provision conflict with article 16.00 of the collective agreement, the collective agreement shall prevail.
9. Employees who move from his/her primary site of work shall be fully orientated at the Employer's expense.
10. Subject to the terms and conditions of the collective agreement, in the case of Personal Care Attendants, there will be no unequal treatment of permanent employees based upon his/her classification in the event of staff changes, provided employees being retained will be immediately qualified to perform the work required to meet the operational requirements of the employer.
11. The Employer agrees to provide a list of all classifications in each Department.
12. Employees shall be entitled to protest his/her own seniority on the merged seniority list in writing to the Human Resources Department within 60 days of posting.

13. This agreement will replace all previous transitions agreements signed by the parties.
14. This Agreement may **be** amended by mutual consent of the parties and shall expire upon the signing of a new Provincial Agreement with Hospital Support employees or two (2) years from date of signing, whichever occurs first.

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

Flora Dodge
Witness

Raymond
W. Lee

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

Gene M. Bennett
Witness

Joe Starks

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

Phyllis Godes
Witness

Austin Sei

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

Gene M. Bennett
Witness

Alh

MEMORANDUM OF AGREEMENT

BETWEEN

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

AND

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

AND

THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES
HOSPITAL SUPPORT STAFF
(herein after referred to as the Union)

August 31, 1998

This agreement made this 28th day of Oct. one thousand nine hundred and ninety eight in accordance with clause 35.02 of the NAPE Hospital Support Staff Collective Agreement signed between the parties on November 14, 1990, herein after referred to as the Collective Agreement and in accordance with the Master Memorandum of Agreement signed July 25, 1994.

This Agreement **supercedes** all prior transition agreements that **may** have been negotiated with former employers that **now fall** under the jurisdiction of the Avalon Health Care **Institutions** Board.

1. Bargaining Unit Structure

The Avalon Health Care institutions Board refers to one (1) Employer operating **six** facilities at different sites. The operating facilities with employees represented by NAPE HS include:

- Carbonear General Hospital
- Harbour Lodge Nursing Home
- Dr. A.A. Wilkinson Memorial Hospital
- Dr. Wm. Newhook Community Health Centre
- Inter Faith Citizens' Home
- Placentia Health Centre

The reference throughout the Collective Agreement to bargaining units refers to NAPE HS employees **as** defined by the Collective Agreement at all facilities operated by the Employer **as** one (1) bargaining unit. Pursuant to the **Labour** Relations Board Order dated January 4, 1996, there is one seniority list for permanent employees, and one seniority list for temporary employees subject to Section 6.

2. Transfer of Service

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

3. Collective Agreement

Effective date of signing of this transition agreement between the parties **and** pursuant to the **Labour** Relations Board Order dated **January 4**, 1996, the NAPE (HS) Collective Agreement will be the **recognized** collective agreement to be applied to all HS employees of the Avalon Health **Care institutions** Board.

4. Job Postings

- a) Job postings will be **posted** as per Article 15 of the NAPE HS Collective Agreement.
- b) Permanent positions shall be **posted** throughout all facilities in the region.

Clauses c) (i), (ii), and (iii) will apply to job postings only

- c)
 - i) For any temporary positions, if the temporary position at a particular facility is less than 16 weeks, the Employer **shall** select the most senior employee at that particular facility who **is** qualified to do the work required (orientation will be based on need **as determined** by Employer); if the particular temporary position is expected to be greater than 16 weeks, it shall be posted in all facilities. Employees working full-time hours in a temporary position at a second facility shall not have recall rights to their initial facility.
 - ii) Subject to 5(c), where the employee is working less than full-time hours, the employee may have recall rights to the initial facility during the period of employment at the second facility. The employee's seniority accrued at the initial facility at the time of appointment **shall** be maintained at the initial facility while working at the second facility. Seniority accrued while working at the second facility will be maintained at the second facility during the period of temporary employment.
 - iii) Upon completion of the temporary employment of greater than sixteen (16) weeks, the employee shall advise the Employer in writing of whether he will take the seniority accumulated while working at the second facility with him back to the **initial** facility, or whether the accumulated seniority while working at the second facility shall be retained at **that** facility for the purpose of future recall to the facility.
- d) For the purpose of Article 15, total bargaining Unit seniority of a temporary employee shall apply.

5. Recall

- a) Permanent employees shall **be** recalled **as** per the Collective Agreement on a Board-wide basis.

- b) Notwithstanding the Labour Relations Board order and subject to 5(d) below, recall of temporary employees shall be facility specific, in accordance with the Collective Agreement, based on his/her seniority at that particular facility.
- c) Subject to 4(c), temporary employees may be recalled to more than one facility. When contacted for recall, temporary employees are required to advise the Employer of any work for which they have been previously scheduled. Temporary employees working at more than one facility shall not work in excess of full-time equivalent hours (excluding overtime) per pay period and shall not accumulate more than 1950 hours seniority per *mm*. Subject to 5(e) below, seniority for those employees shall be accumulated and maintained on a facility specific basis and combined only for the purpose of Article 15 of the Collective Agreement. A temporary employee who is recalled to a second facility while currently working in another shall be considered to have just cause for refusal of recall at the second facility, however, he will not be credited with seniority for the shift at the second facility.
- d) If a particular facility closes, the provisions of the Collective Agreement shall apply. In the event of a closure of a facility, or a significant reduction in permanent staffing, temporary employees who wish to have the opportunity to be recalled to more than one facility, shall advise the Employer in writing of those facilities to which they would be willing to be recalled. The parties agree to allow temporary employees at that facility to use their seniority for recall at another facility provided the temporary employees are qualified to do the work required.
- e) All temporary employees will be given the option by October 15 of each year (to be effective November 1 of each year) to remove his/her name, in writing, from the recall list for a particular facility. If his/her name is removed, the temporary employee will not be recalled for that site. In the event that an insufficient number of employees agree to have his/her name remain on a recall list for a specific community, the junior employees will be required to remain on the list to satisfy the operation requirements as identified by the Employer and make him/herself available for recall. If his/her name is removed, the temporary employee will not be recalled for that facility. Any of these temporary employees who have his/her names removed may have his/her name put back on the recall list for those facilities by writing the Employer by March 15 of each year (to be effective April 1 of each year) provided that they have not lost his/her recall rights to that facility. Temporary employees shall not be permitted to reverse his/her decision between October 15 and March 15.

6. Consolidation/Transfer of Services

- a) For the purpose of consolidation/transfer of services, where the service is consolidated/transferred to either of **Carbonear** General Hospital, InterFaith Citizens' Home and/or Harbour Lodge Nursing Home, those employees employed in the service at either of these facilities shall be required, **as** determined by the Employer, to move/transfer with the service to the facility at which the service will be **located**, and shall not have access to provisions of 6(b) below. Employees employed in the service but **located** at either of Dr. A.A. Wilkinson Memorial Hospital, Dr. Wm. Newhook Community Health Centre or Placentia Health Centre may access those rights outlined in 6(b) below. Should a service be consolidated/transferred to a facility located other ~~than~~ in Carbonear, the employees employed in the service at either of Carbonear General Hospital, InterFaith Citizens' Home, and/or Harbour Lodge Nursing Home will have access **to those rights** outlined in 6(b) below.
- b) Subject to (a) above, should the Employer decide to consolidate a service at another facility in another community covered by the Board, the senior employee(s) currently working in the service (before the consolidation/transfer) at the various facilities shall have the option to **access** the applicable provisions of the Collective Agreement, or to move with the service. In the event *that* an insufficient number of qualified employees agree to work in a particular classification in the consolidated service, the **junior** qualified employees shall be required to accept the transfers/positions. For the purpose of this section, senior employees shall be defined **as** those employees who have **seniority and** qualifications to displace in accordance with the Collective Agreement.
- c) Subject to 6 (a) and (b) above, any permanent employee **required** to relocate to another facility in another Community covered by the Board and not wishing to do so, and unable to bump in their own facility may access the applicable provisions **of** the collective agreement.

7. Grievance Procedure

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

- | | |
|---------------|---|
| Step I | Employee submits grievance to Shop Steward |
| step II | Shop Steward presents grievance to the employee's immediate supervisor |
| Step III | Shop steward submits grievance to the Senior Operating Officer |

- Step IV Failing settlement at Step III, the Shop Steward presents grievance to the
AED - **Human Resources**
step V Either party **may** refer grievance to arbitration

8. Personal Files

With the exception of Placentia Health Centre, all employee personal files shall be located at Regional office at Carbonear General Hospital. **An** employee ~~shall~~ have his/her file delivered, in a confidential manner, to **his** work site within three (3) working days of his request.

9. Former CUPE Members

Subject to Clause 16.01(c) of the collective agreement, the former CUPE (Versa) dietary employees and Modern Building Cleaners employees, while (1) they remain at their **current HS level and site, or (2) they are involuntarily moved to the same HS level at** another site, continue to have their current annual salary ~~red-circled~~ until such time **as** the NAPE HS salary scales are equivalent. These employees and positions are listed in Appendix A.

10. Workers' Compensation

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

11. Utilization of Employees at More Than One Facility

Permanent employees shall have a primary facility, however, employees may be utilized at more than one facility where the Employer's operational requirements necessitate such utilization. Due to the nature of the work, Tradespeople, Occupational Therapy Aide(s) and the Physiotherapy Aide(s) **may** be required to work at another facility. Employees may be ~~utilized~~ in other facilities in the case of emergencies **as** determined by the Employer. Orientation will be ~~provided~~ **as needed**. In such ~~instances~~, the Employer will provide those **qualified** permanent employees with the option to work at another facility. Where senior permanent employees **do not** wish to **avail** of such work, the junior ~~employee(s)~~ will be required to perform the required work at the other facility. Permanent employees **required** to work at another facility under the Board located in another ~~community~~ **shall** receive forty-eight hours **notice** except in cases of emergency. For the purpose of ~~this~~ section, community shall **mean** Carbonear, Placentia, Old Perlican and Whitbourne.

12. Labour Management Committee Structure

Facility specific **Labour** Management Committee

- i) structured **as** per current collective agreement to deal with facility specific issues.

Regional **Labour** Management Committee

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

The Employer will provide appropriate time off for travel and the meetings.

13. Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be established **as** per the collective agreement.

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

David J. Durr

Witness

[Signature]

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

Greg C. Wilkin

Witness

[Signature]

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

Phyllis Loder

Witness

[Signature]

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

Greg C. Wilkin

Witness

[Signature]

Appendix A

Former CUPE Dietary (Versa) and
Modem Building Cleaners Employees and Positions

Former Modem Building Cleaners Employees

<u>Names</u>	<u>Status</u>	<u>Classification</u>
Baker, Marg	P.F.T.	Domestic Worker
Baker, Marie	Temp.	Domestic Worker
Barrett, Doreen	P.P.T.	Domestic Worker
Burden, Jerry	P.F.T.	Utility Worker I
Butt, Wayne	P.F.T.	Utility Worker I
Butt, Florence	P.F.T.	Domestic Worker
King, Ruby	P.F.T.	Domestic Worker
Lewis, Inez	P.F.T.	Domestic Worker
Parsons, Ken	P.P.T.	Utility Worker I
Parsons, Harold	Temp.	Utility Worker I
Peddle, Ada	Temp.	Domestic Worker
Rogers, Selby	P.P.T.	Utility Worker I
Serrick, Marg	Temp.	Medical Services Aide
Slade, Maxine	P.P.T.	Domestic Worker
Snow, Kim	Temp.	Medical Services Aide
Vokey, Sylvia	P.F.T.	Utility Worker I

Appendix A cont'd
Former CUPE Dietary (Versa) and
Modern Building Cleaners Employees and Positions

Former Versa Services Employees

<u>Names</u>	<u>Status</u>	<u>Classification</u>
Antle, Beverly	Temp.	Food Service Worker I
Baldwin, Gary	P.F.T.	Utility Worker I
Blagdon, Bill	Temp.	Food Service Worker I
Butt , Dale	Temp.	Food Service Worker I
Clarke, Mary	P.P.T.	Cook I
Dean, Everett	P.F.T.	Cook I
Deering, Margaret	Temp.	Food Service Worker I
Downey, Donna	P.F.T.	Food Service Worker I
Earle, Barry	P.P.T.	Cook I
Green, Bernice	P.F.T.	Food Service Worker I
Hollett, Wanda	Temp.	Food Service Worker I
Kent, Nora	P.F.T.	Food Service Supervisor
King, James	P.F.T.	Utility Worker I
King, Printzlyne	P.P.T. Temp.	Food Service Worker II
Martland, Kevin	Temp.	Cook I
McGurk, Lillian	P.F.T.	Food Service Worker I
Moore, Mary	P.F.T.	Food Service Worker I
Mutrey, Doreen	P.F.T.	Food Service Worker I
O'Grady, Margaret	P.F.T.	Domestic Worker
Pilgrim, Lillian	P.F.T.	Food Service Supervisor
Reid, Gary	P.F.T.	Utility Worker I
Reid, Geraldine	P.F.T.	Food Service Worker I
Seymour, Sonia	Temp.	Food Service Worker I
Sheppard, Irene	P.F.T.	Food Service Worker I
Simms, Deana	Temp.	Food Service Worker I
Smith , Freeman	P.F.T.	Food Service Worker II

Appendix A cont'd
Former CUPE Dietary (Versa) and
Modern Building Cleaners Employees and Positions

Former Versa Services Employees

<u>Names</u>	<u>Status</u>	<u>Classification</u>
Snow, Lydia	P.P.T.	Food Service Worker I
Swain, Shirley	P.F.T.	Food Service Worker II
Thomas, Theresa	Temp.	Food Service Worker I
Thorne, Judy	P.F.T.	Food Service Worker I

Letter of Understanding

July 13, 1998

Ms. Phyllis Loder
Employee Relations ~~Officer~~
NAPE
P.O. Box 8100
St. John's, NF
A1B 3M9

RE: Additional Hours of Work for Part-Time Employees

Dear Ms. Loder:

This will confirm our understanding that on **an annual** basis, part-time employees will advise the Employer in writing of their desire to work additional **shifts** up to full-time equivalent hours. These part-time employees **shall** be placed on the temporary recall list and recalled in accordance with seniority for those additional **shifts**. Clauses 17.01(d) and 17.03(c) **shall** not apply to these additional hours worked by the part-time employees.

Sincerely,



David J. Tucker
AED, **Human** Resources

MEMORANDUM OF UNDERSTANDING

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

MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

April 1, 1998

Ms. Phyllis Loder
Newfoundland Association of
Public Employees
Box 8100
St. John's, Newfoundland
A1B 3M9

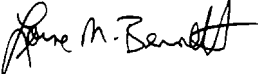
Dear Ms. Loder:

Re: Child Care Facilities

3. i. 1

The Employer agrees to discuss with the local Union representatives at Labour Management Meetings the availability and/or the establishment of child care facilities for children of employees.

Yours sincerely



Lorne M. Bennett
Director of Labour Relations

April 1, 1998


Ms. Phyllis Loder
Newfoundland Association of
Public Employees
Box 8100
St. John's, Newfoundland
A1B 3M9

Dear Ms. Loder:

Re: Bargaining Units - Support Staff

This will confirm the agreement of the parties to start discussions on the determination of the Hospital Support Staff Bargaining Unit with each Employer covered by this Agreement. If an agreement cannot be reached within three (3) months of the signing of this Agreement, the matter will be referred to the Labour Relations Board. The Bargaining Units as determined by the above discussions will be the classifications which the Employer will recognize the Association as the sole and exclusive Bargaining Agent as outlined in Clause 3.01.

Yours sincerely



Lome M. Bennett
Director of Labour Relations

April 1, 1998

Ms. Phyllis Loder
Newfoundland Association of
Public Employees
Box 8100
St. John's, Newfoundland
A1B 3M9

Dear Ms. Loder:

Re: Escort **Dty**

It **is** agreed and understood that those employees who, through established practice and policy, currently enjoy escort duty benefits greater than those specified in Article 24.08 shall continue to do so for the term of **this** Agreement.

Yours sincerely

A handwritten signature in black ink, appearing to read "Lorne M. Bennett". The signature is written in a cursive, flowing style.

Lorne M. Bennett
Director of Labour Relations

April 1, 1998

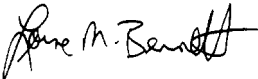
Ms. Phyllis Loder
Newfoundland Association of
Public Employees
Box 8100
St. John's, Newfoundland
A1B 3M9

Dear Ms. Loder:

Re: Weekends Off

This will confirm the agreement reached during negotiations whereby the Employer is prepared to enter into discussions with the Association during the term of the agreement to facilitate the granting of every second weekend off without incurring additional cost to the Employer. This may entail amending the Agreement.

Yours sincerely

A handwritten signature in black ink, appearing to read "Lorne M. Bennett". The signature is fluid and cursive, with the first name "Lorne" being the most prominent.

Lorne M. Bennett
Director of Labour Relations

April 1, 1998

Ms. Phyllis Loder
Newfoundland Association of
Public Employees
Box 8100
St. John's, Newfoundland
A1B 3M9

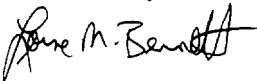
Dear Ms. Loder:

Re: Summer Scheduling

8.6.19

It is agreed and understood that those employees who, through established practice and policy, currently enjoy reduced hours of work under summer scheduling, shall continue to do so for the term of this Agreement.

Yours sincerely



Lorne M. Bennett
Director of Labour Relations

April 1, 1998

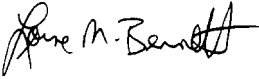
Ms. Phyllis Loder
Newfoundland Association of
Public Employees
Box 8100
St. John's, Newfoundland
A1B 3M9

Dear Ms. Loder:

Re: Paging System

This will confirm our understanding that the current practice, as it applies to employees covered by this Agreement, will be maintained during the term of **this** Agreement.

Yours sincerely

A handwritten signature in black ink, appearing to read "Lorne M. Bennett". The signature is fluid and cursive, with the first name "Lorne" being the most prominent.

Lorne M. Bennett
Director of Labour Relations

April 1, 1998

Ms. Phyllis Loder
Newfoundland Association of
Public Employees, Box 8100
St. John's, Newfoundland A1B 3M9

Dear Ms. Loder:

Re: Policy Regarding Video Display Terminals in the Workplace and Eye Care

This policy will only apply to employees who are required to work at VDT's for more than three (3) continuous hours on a regular basis as part of their normal work routine.

This policy will not apply to employees who use VDT's on a frequent but non-continuous basis.

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

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

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

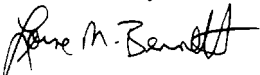
Policy Regarding Video Display Terminals in the Workplace and Pregnant Employees

This policy will only apply to employees who are required to work at VDT's for more than three (3) continuous hours on a regular basis as part of their normal work routine.

This policy will not apply to employees who use VDT's on a frequent but non-continuous basis.

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

Yours sincerely



Lorne M. Bennett
Director of Labour Relations

April 1, 1998

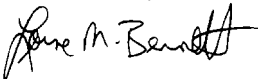
Ms. Phyllis Loder
Newfoundland Association of
Public Employees
Box 8100
St. John's, Newfoundland
A1B 3M9

Dear Ms. Loder:

Re: Family Leave. Union Leave. Bereavement Leave

Please be advised that for the purpose of clause 23.05 - Family Leave, clause 23.02 - Union Leave and clause 23.04 - Bereavement Leave, a day as defined in these clauses shall be the day that the employee would have been working on the date for which the leave is requested. For example, if the employee would have been working an eight (8) hour shift, this shall be one day, if **the** employee would have been working a twelve (**12**) hour shift, this shall be one day, and if the employee would have been working a four (**4**) hour shift, this shall be one day.

Yours sincerely



Lorne M. Bennett
Director of Labour Relations

April 1, 1998

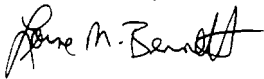
Ms. Phyllis Loder
Newfoundland Association of
Public Employees
Box 8100
St. John's, Newfoundland
A1B 3M9

Dear Ms. Loder:

Re: Letter of Understanding - Pay Equity

This will confirm the understanding reached during negotiations on Pay Equity that whatever salary adjustments are made to the NAPE HS bargaining unit employees, as a result of Pay Equity, will also apply to the employees employed with the contracted services in Dietary and Housekeeping Departments of any employer covered by the NAPE HS Agreement.

Yours sincerely

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

Lorne M. Bennett
Director of Labour Relations

April 1, 1998

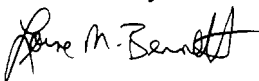
Ms. Phyllis Loder
Newfoundland Association of
Public Employees
Box 8100
St. John's, Newfoundland
A1B 3M9

Dear Ms. Loder:

Re: Public Service Pension Plan

This will confirm the understanding reached during negotiations that there will be consultations with NAPE and Treasury Board regarding the Public Service Pension Plan.

Yours sincerely

A handwritten signature in black ink, appearing to read "Lorne M. Bennett". The signature is fluid and cursive, with the first name "Lorne" being the most prominent.

Lorne M. Bennett
Director of Labour Relations

April 1, 1998

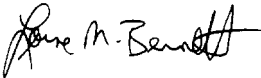
Ms. Phyllis Loder
Newfoundland Association of
Public Employees
Box 8100
St. John's, Newfoundland
A1B 3M9

Dear Ms. Loder:

Re: Death of an Employee

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

Yours sincerely



Lorne M. Bennett
Director of Labour Relations

April 1, 1998

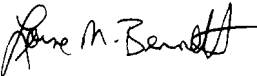
Ms. Phyllis Loder
Newfoundland Association of
Public Employees
Box 8100
St. John's, Newfoundland
A1B 3M9

Dear Ms. Loder:

Re: Government Employees Covered by Agreement

The Employer is prepared to follow the Agreement while the President of Treasury Board recommends to Cabinet that the Public Service Commission Act be amended to specifically exclude the employees of Government covered by the NAPE Hospital Support Staff Agreement.

Yours sincerely

A handwritten signature in black ink, appearing to read "Lorne M. Bennett". The signature is fluid and cursive, with a long horizontal stroke at the end.

Lorne M. Bennett
Director of Labour Relations

April 1, 1998

Ms. Phyllis Loder
Newfoundland Association of
Public Employees
Box 8100
St. John's, Newfoundland
A1B 3M9

Dear Ms. Loder:

RE: Letter - Pay Equity Process

In consultation with Health Care Boards, Treasury Board, and the Union the parties agree to consult on the issue of whether the pay equity process has resulted in any classification anomalies. The parties agree to consider and assess options related to modifications of the classification system which may be required.

Yours sincerely



Lorne M. Bennett
Director of **Labour** Relations

April 1, 1998

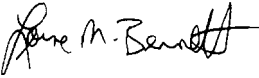
Ms. Phyllis Loder
Newfoundland Association of
Public Employees
Box 8100
St. John's, Newfoundland
A1B 3M9

Dear Ms. Loder:

Letter -- Youth Corrections Worker Occupational Review

The Classification and Pay Division of Treasury Board will proceed with an occupational review of the Youth Corrections Worker classification.

Yours sincerely



Lorne M. Bennett
Director of Labour Relations

April 1, 1998

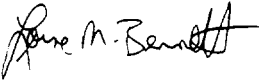
Ms. Phyllis Loder
Newfoundland Association of
Public Employees
Box 8100
St. John's, Newfoundland
A1B 3M9

Dear Ms. Loder:

Letter - Youth Corrections Worker Injury

Where a Youth Corrections Worker is injured by a willful act of violence directed at him/her solely because he/she is a Youth Corrections Worker, and such injury is not compensable under the Workers' Compensation Act, the Youth Corrections Worker may receive salary during leave due to the injury comparable to the benefit level available under the Workers' Compensation Act, subject to the injury not being the result of the Youth Corrections Worker's misconduct or negligence. The Youth Corrections Worker will retain the option of going on sick leave, if available, as an alternative to leave under this provision.

Yours sincerely



Lorne M. Bennett
Director of Labour Relations

April 1, 1998

Ms. Phyllis Loder
Newfoundland Association of
Public Employees
Box 8100
St. John's, Newfoundland
A1B 3M9

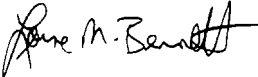
Dear Ms. Loder:

Letter –Employee Benefits

The Employer/Union Group Insurance Advisory Committee will consider the matter of Group Insurance coverage for temporary employees starting with a presentation from NAPE based on an analysis it has undertaken on this matter.

The Advisory Committee will submit a report to all Employers/Unions participating in the Group Insurance Plan regarding the potential impact of coverage for temporary employees on claims experience, premium revenue and administration costs, etc.

Yours sincerely



Lome M. Bennett
Director of Labour Relations

April 1, 1998

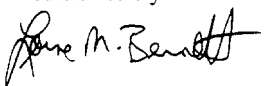
Ms. Phyllis Loder
Newfoundland Association of
Public Employees
Box 8100
St. John's, Newfoundland
A1B 3M9

Dear Ms. Loder:

Letter – Temporary Employees

When a specific event occurs which is agreed upon by the parties, temporary employees can combine their departmental seniority and transfer his/her combined seniority to a specific department provided the employee is qualified to do the work required.

Yours sincerely



Lorne M. Bennett
Director of Labour Relations

April 1, 1998

Mr. Lorne M. Bennett
Director of Labour Relations
Nfld. and Labrador Health Care Association
P.O. Box 8234
St. John's, NF
A1B 3N4

Dear Mr. Bennett:

RE: Article 19, Clause 19.01(a) - Hourly Differential

Please be advised that it is the Union's interpretation that this clause does not apply to employees who are regularly scheduled to work from 9 a.m. to 5 p.m. on a regular basis.

Yours truly,



Phyllis Loder
Employee Relations Officer
NAPE

**Hospital Support Staff
Tentative Agreement
March, 1998**

- Negotiating Committee:

Darlene Mackey
Abbey Downey
Wes Cull
Rick Riggs
Jerry Earle

Ralph Morris
Nancy Noseworthy
Ken Green
Dave Lane

11830

6.01 Check Off Payments

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

12.13 Expedited Arbitration

Subject to the Agreement of the Employer and the Union, expedited arbitration may be used following Step 5 of the Grievance Procedure. Both parties retain access to the complete arbitration process as described in Article 12 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 may mutually agree to submit a written brief and/or present oral argument to the sole arbitrator. If a written brief is to be presented, and a hearing is required, the briefs must be presented to the arbitrator and the other party, eight (8) days before the hearing date.
- b) The parties agree to draft a list of five (5) 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. The selection of the arbitrator can be contingent on the availability of dates.
- 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**, legislation, **texts** if applicable, and how **they** apply;
 - remedies requested;argument and rebuttal **will** be limited to one hour in total 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 to submit evidence, however, they **can mutually agree** to enter consent items which **may** include **an** agreed statement of fact.
- f) Decisions may be issued without having to provide the **basis** of conclusions. The parties can agree to have a bench ruling on the specific grievance. If the parties **cannot** agree, then the arbitrator will **provide a** written award within one **week** of the hearing.
- 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 to **other** cases.

- h) Decisions arising out of this procedure will not be considered for judicial review unless the parties have mutually agreed in writing beforehand to allow a decision to have precedent value and eligible for judicial review
- i) **Where** the parties mutually agree, any step of the process may be altered, if deemed necessary.
- j) The arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions but shall dispose of a grievance by any arrangement which he or she deems just and equitable.

15.08 Incapacitated Worker Provision

- A1** An employee who is confirmed as being incapacitated by injury, illness or age such that he/she cannot perform the duties of his/her position and who is not receiving full benefits from the Workers' Compensation Commission:
- i) Will be employed in another position within the same bargaining unit classification in the facility, provided that he/she is qualified to perform the work required and provided that the employee being displaced is less senior;
 - ii) If there is no other position within the same bargaining unit classification in the **facility**, then the employee will be employed in another position within the same bargaining unit classification in another facility operated by the Employer, provided that he/she is qualified to perform the **work** required and provided that the employee being displaced is less senior.
 - iii) If the employee is unable to perform the duties of the position in i) or ii) above, then he/she will be employed in another bargaining unit classification in the **facility** provided that he/she is qualified and to perform the **work** required and provided that the employee displaced is less senior.

Note if (ii) results in the employee having to leave their community of employment then the employee may choose to proceed to (iii)

- A2** The employee who is displaced by the incapacitated employee **shall** displace the most junior employee in a **bargaining** unit classification in the **facility** provided **that** he/she is qualified to perform the **work** required; provided that the employee being displaced is less senior; and provided that the hours of work are not less **than** that which he/she was working before unless mutually agreed.

- A3** - The **most** junior employee in the classification in the facility who is displaced shall displace the most junior employee in the facility provided that he/she is qualified to do the work required and provided that the hours of **work** are not changed unless mutually agreed. The rate of the **new** position shall **apply**.

- A4** If the individual being displaced in 3 above, is not the most junior employee in the Bargaining Unit, he/she will displace the most junior employee in the Bargaining Unit, providing he/she is qualified to do the work required and provided that the hours of work are not changed unless mutually agreed.
- B)** For Employers with more than one (1) facility with employees represented by NAPE, **an** employee who displaces another employee in accordance with this article shall be entitled to displace the most junior employee in a bargaining unit classification at another facility of his/her choice operated by the Employer, only where the employee does not have sufficient seniority to displace the most junior employee in the designated classification within his/her own facility. In any event, the foregoing provisions as they relate to changes in hours of work, qualifications and rate of pay shall still be applicable.
- C)** Permanent employees may displace permanent full time, permanent part time, or temporary employees. **A** permanent employee who displaces a temporary employee shall maintain his/her permanent status.
- D)** Temporary employees may only displace temporary employees in their respective department
- E)** For all displacements under this clause, there shall be **a two (2)** month trial period in accordance with clause 15.05.
- F)** Subject to clause 26.02 d), the **salary** of the new position in each case shall apply.
- G)** **An** employee who is displaced **by** another employee under this clause, shall be given at least forty-eight **(48)** hours notice by the employer, that he/she is being displaced.
- 16.01 Role of Seniority in Layoff**
- a) For the purpose of layoff, temporary employees shall be less senior than **any** permanent employees, subject to 16.01 (d).
- b) Present Agreement
- c) Present Agreement
- d) **Any** permanent employee **who** is given notice of layoff can either accept layoff or displace a permanent full-time, permanent part-time or temporary employee, provided that **the** employee being displaced is **less** senior and that he/she is qualified to **perform** the **work** required. **A** permanent employee **who** displaces a temporary employee shall maintain his/her permanent status. If a permanent employee displaces onto a temporary employee recall list, then he or she will be placed on the respective list in accordance with his or her seniority.
- e) Present Agreement
- f) Present Agreement

16.02 Recall Procedure

- a) Employees shall be recalled in order of seniority provided that the employees being recalled are qualified to do the work required.
- b) For Employers with more than one facility with employees represented by NAFÉ, permanent employees shall be recalled in order of seniority with the Employer provided that he/she notifies the Employer in writing upon layoff that he/she is willing to be recalled for **work** with the Employer at another hospital. The Employer shall advise the employees being laid off of their right to recall **at** other hospitals operated by the same Employer.
- c) Present Agreement
- d) Present Agreement
- e) Present Agreement
- f) Present Agreement

16.08 Recall to the Same Classification

Notwithstanding Clause 15.01, no position from the required classification shall be posted while **a** permanent employee is on layoff from that classification. An employee can **only** be recalled under **this** clause to a permanent position **that** has the same hours or less. Laid off employees shall be recalled in accordance **with** Clause 16.02.

17.05 (b) Days Off for Employees working as Temporary Employees

Employees shall be allocated two (2) consecutive days off **if** any of the following scenarios are met:

- (i) **An** employee who works three (3) consecutive **twelve** (12) hour shifts shall be scheduled for two (2) consecutive days off.
- (ii) An employee who, over a period of seven (7) consecutive days, works **a** combination of shifts consisting of eight (8) hour shifts or **shifts** of less **than** eight (8) hour duration shall be scheduled for two (2) consecutive days off;
- (iii) **An employee** who works **a** combination of **shifts**, which includes at least one (1) shift of greater **than** eight (8) hour duration, will be scheduled for **two** consecutive days **off** once they work **37.5 hours** or seven (7) consecutive days whichever comes first.

18.01 Definition of overtime(d) Temporary Employees

All time worked by a temporary employee beyond the **normal** full-time daily, weekly or biweekly hours, depending on the work area that the employee is working in, shall be considered overtime.

18.09 Consecutive Work Premium

c) Consecutive Work Premium for Employees working as Temporary Employees

- (i) If a temporary employee works three (3) consecutive twelve (12) hour shifts, all work performed on the fourth (4th) day shall be paid for at the rate of time and one-half (1 ½) and double time for the fifth (5th) and subsequent consecutive days
- (ii) if a temporary employee works in excess of seven (7) consecutive days, all work performed on the next and subsequent consecutive days of work shall be paid for at the rate of double time.
- (iii) If a temporary employee works in excess of the hours as per 17.05(b)(iii) above, all work performed on the next calendar day shall be paid at the rate of time and one-half (1 ½) and double time. for subsequent consecutive days.

22.13 Sick Leave for Temporary Employees

Present Agreement and add: 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.

23.05 Family Leave

- a)(i) Attend to the temporary care of a sick family member living in the same household, or the employee's mother or father not necessarily living in the same household;
- a)(ii-vi) Present Agreement
- b) Present Agreement
- c) Present Agreement
- d) Present Agreement

24.06 Payment of Wages and Allowances

- (a)(iii) When an employee is required as a condition of employment to have an automobile at his/her disposal, he/she shall be paid an automobile allowance of **eighty-five (85) dollars per month.**

26.05 UI Rebates

- To be deleted.

30.06 Retroactivity

The following benefits are retroactive to January 1, 1998 :
Salary, Overtime, Callback

30.07 Payment to Terminated Employees

Present agreement language but change April 1990, to January 1, 1998

35.01 Duration

Collective Agreement to expire March 31, 2001

36.01 Sexual and Personal Harassment

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

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

36.03 Definition of Sexual Harassment

Sexual harassment is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonably to **know**, to be unwelcome, objectionable or offensive. The behaviour may be on a one (1) time basis or a series of incidents, however, minor. It is unsolicited, one-sided **and/or** coercive. Both males and females may be the victim of sexual harassment.

Sexual harassment may involve favours or promises of favours or advantages in return for submission to sexual advances or, alternatively, **the** threat of reprisal for refusing.

Sexual harassment can be expressed in **a** number of **ways** which may include:

- unnecessary touching or patting
- suggestive remarks or other sexually aggressive remarks
- leering (suggestive staring) at **a** person's body
- demand for sexual favours
- compromising invitations
- physical **assaults**

36.04 Definition of Personal Harassment

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

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

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

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

Personal harassment of a bargaining unit member shall be investigated.

Transition Agreements

Attach the Employer transition agreements as a schedule to the collective agreement. Add to the preamble of the Collective Agreement and to Articles 14, 15, and 16 that the respective transition agreements have to be read in conjunction with the Collective Agreement.

Classifications

Agree to change RNA to LPN and other classifications that should be listed or deleted.

Schedule A

2 % effective January 1, 1998
 2 % effective June 1, 1999
 2 % effective June 1, 2000
 1% effective February 1, 2001

Schedule A1

Change Schedule A1(3) to reflect classifications included by virtue of the 1992 Labour Relations Board orders and add inclusions to Schedule A.

Schedule C

Agree to update and add Department of Justice

Schedule D

Agree to update

Letters

Agree to renew all letters except:

1. Delete letter re: ADDC (p.182 small agreement) as this organization no longer exists

Letter - Pay Equity Process

In consultation with Health Care Boards, Treasury Board, and the Union the parties agree to consult on the issue of whether the pay equity process has resulted in any classification anomalies. The parties agree to consider and assess options related to modifications of the classification system which may be required.

Letter – Youth Corrections Worker Occupational Review

The Classification and Pay Division of Treasury Board will proceed with an occupational review of the Youth Corrections Worker classification.

Letter - Youth Corrections Worker Injury

Where a Youth Corrections Worker is injured by a willful act of violence directed at him/her solely because he/she is a Youth Corrections Worker, and such injury is not compensable under the Workers' Compensation Act, the Youth Corrections Worker may receive salary during leave due to the injury comparable to the benefit level available under the Workers' Compensation Act, subject to the injury not being the result of the Youth Corrections Worker's misconduct or negligence. The Youth Corrections Worker will retain the option of going on sick leave, if available, as an alternative to leave under this provision.

Letter – Employee Benefits

The Employer/Union Group Insurance Advisory Committee will consider the matter of Group Insurance coverage for temporary employees starting with a presentation from NAPE based on an analysis it has undertaken on this matter.

The Advisory Committee will submit a report to all Employers/Unions participating in the Group Insurance Plan regarding the potential impact of coverage for temporary employees on claims experience, premium revenue and administration costs, etc.

Letter – Temporary Employees

When a specific event occurs which is agreed upon by the parties, temporary employees can combine their departmental seniority and transfer his/her combined seniority to a specific department provided the employee is qualified to do the work required.

TASK FORCE ON THE UTILIZATION OF TEMPORARY EMPLOYEES

- I. The parties agree to the appointment of an independent **Task** Force to mediate a resolution to ~~the~~ issues of temporary employees including:
 1. An assessment of temporary employee utilization in the health care sector.
 2. Which temporary employees should be made permanent.
 3. Improvements in the utilization of temporary employees.
2. The Task Force will include one nominee, appointed by the NLHCA, one nominee appointed by NAPE and a mutually acceptable Chairperson to be appointed within fourteen (14) days of signing of the Agreement.
3. In the event a mediated solution is not achieved, the **Task** Force will submit its recommendations to NAPE and ~~the~~ NLHCA within three (3) ~~months~~ of the date of appointment.
4. Costs related to the **Task** Force will be funded jointly by the Union **and** the Employer to ~~a maximum~~ of \$10,000 each.

SICK LEAVE TASK FORCE

1. The parties agree to the appointment of an independent Task Force to:
 - (1) Undertake an assessment of sick leave utilization in the health care sector.
 - (2) Compare sick leave utilization in the health care sector with utilization rates in comparable institutions in other jurisdictions.
 - (3) Recommend measures to eliminate any differential between utilization in our health care sector as compared with utilization in other jurisdictions.

2. The Task Force will include one nominee appointed by the health care sector employers, one nominee appointed by health care sector bargaining units and a mutually acceptable chairperson.

3. The Task Force will submit its report to the Labour Force Adjustment and Productivity Council within six (6) months of the date of appointment.

4. Costs related to the Task Force will be paid from the Government Labour Force Adjustment Fund.

5. In the event that the Chairperson and nominees cannot reach a consensus on any measures to reduce utilization, the Chairperson shall submit his/her recommendations.