

**COLLECTIVE AGREEMENT**

**BETWEEN**

**HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND  
AND LABRADOR  
(REPRESENTED HEREIN BY THE TREASURY BOARD)**

**AND**

**THE NEWFOUNDLAND AND LABRADOR  
ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES  
(HEALTH SERVICES STAFF)**

**Effective: November 1, 2022**

**Expires: March 31, 2026**

**THIS AGREEMENT made this 1<sup>st</sup> day of, November Anno Domino Two Thousand and Twenty-two**

**BETWEEN**

**HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR represented by the Treasury Board;**

**AND**

**THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE 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 I 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, residents, or other persons using the services of the Employer shall be well and efficiently served.  
And whereas the parties to this Agreement desire to improve the quality of care provided by the Employer 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 facilities under the Employer’s 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  
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 an educational 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 Licensed Practical Nurses/Psychiatric Licensed Practical Nurses or Personal Care Attendants, depending on the position to be filled. Student Nurses will only be hired if there are no Licensed Practical Nurses/Psychiatric Licensed Practical Nurses 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 their 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 paid full-time representative(s) from NAPE union office on all matters. Union representative(s) from NAPE union office shall have access to the Employer's premises in order to provide the required assistance.
- (b) 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.
- (c) 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 their 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.

3.09 Employee Information

It is the responsibility of all employees to keep the Employer informed in writing of their contact information including the current mailing address and current telephone number.

**Article 4 - No Discrimination**

\*4.01 Employer Shall Not Discriminate

The Employer agrees that in accordance with the provisions of the *Newfoundland and Labrador Human Rights Act*, there shall be no discrimination with respect to any matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or otherwise because of race, color, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income, and political opinion 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

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

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 their 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

A permanent employee upon hire or recall from layoff, or a temporary employee, upon hire or who obtains a posted position in accordance with Article 15 subsequent to being hired, will be given a letter of appointment which shall state their employment status. 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. In the case of a part-time employee the letter of appointment shall set out the hours of work 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:

- (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.

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.

9.08 Employees who, on their days off, are required by the Employer to attend Labour Management Committee meetings shall be compensated at the rate of straight time for time spent at 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 their 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 they 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 ½) for all hours worked.
- (e) When an employee through no fault of their own is unable to report for work due to adverse weather conditions other than those referred to in (b) above, they may be allowed the opportunity to proceed on annual leave or time owed provided they have such leave or time owed to their credit. In the event an employee has no leave to their credit then they can borrow annual leave from next year's leave.

### **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 their 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

For each additional one hundred (100) employees beyond nine hundred ninety-nine (999), one (1) additional shop steward.

Shop stewards will be distributed among the sites/facilities/related services on a basis proportional to the total number of employees in the facility.

11.04 Names of Stewards

The Union shall notify the Employer in writing of the name of each steward and the department(s) they represent before the Employer shall be required to recognize them.

11.05 Processing of Grievances

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 by both parties to resolve the grievance at each step of the grievance process outlined below.

**Step I**

An employee who believes they have a grievance shall, with the assistance of a Shop Steward or Union representative, submit their grievance in writing within ten (10) calendar days of the occurrence or discovery of the grievance. The grievance shall be submitted to the Employee's immediate supervisor. The grievance shall outline the details of the nature of the grievance. A meeting shall take place and a written response provided within ten (10) calendar days of receipt of the grievance.

**Step II**

Failing satisfactory settlement being reached in Step I, the Shop Steward shall, within five (5) calendar days, submit the grievance in writing to the Department Head or Program Director. Within ten (10) calendar days of receipt of the grievance, the Department Head or Program Director shall render their decision in writing outlining their reasons for the decision.

**Step III**

Failing settlement being reached in Step II, the Shop Steward shall, within five (5) calendar days, submit the grievance in writing to the Administrator or designate. Within ten (10) calendar days of receipt of the grievance, the Administrator or designate shall render their decision in writing outlining their reasons for the decision.

**Step IV**

Failing settlement being reached in Step III, either party may refer the grievance to

arbitration within fifteen (15) calendar days of the Administrator or designate's decision in Step III.

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 34.02 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 (a) 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.

(b) If a scheduled arbitration hearing is cancelled which causes a cancellation fee to be charged by the arbitrator, the party responsible for cancelling the hearing shall pay the arbitrator's fee. The parties may mutually agree to postpone or cancel the hearing and share the cancellation fee. Notwithstanding the above, either party reserves the right to argue before the arbitrator that the hearing should continue.

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 (a)(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 their 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

- (a) 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.

- (b) A grievance referred to arbitration under Step IV of 11.07, shall be scheduled to commence hearing within six (6) calendar months of the date of such referral.

12.13 Discipline Arbitration

A grievance referred to arbitration under Step IV of 11.07 pertaining to a one (1) month suspension or greater shall be scheduled to commence hearing within twelve (12) calendar months of the date of such referral.

12.14 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.

#### 12.15 Mediation

Prior to proceeding to arbitration, the parties may avail of the services of a mediator to attempt to resolve the grievance. Additionally, the arbitrator may act as a mediator prior to commencing a hearing with the agreement of the parties. Both parties will equally share the cost of the mediator. Both parties retain access to the complete arbitration process as described in Article 12 of the Agreement where either party does not agree to mediation.



### **Article 13 - Probation, Discharge, Suspension and Discipline**

#### 13.01 Probationary Period

- (a) The probationary period, for all employees, shall be an accumulation of 487.5 working hours from the date of employment. 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 their probationary period may be suspended or discharged but only for just cause. The Employer shall notify an employee in writing of their 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 Steps

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 their former position, without loss of seniority and shall be compensated for all time lost in an amount equal to their 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 their 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 they have 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 their work within ten (10) 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 their record for use against them at any time.

The report of an employee shall not be used against them 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 their record.

This article shall apply in respect of any expression of dissatisfaction relating to their 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 which shall be maintained by the Employer. An employee shall, after making an appointment, be allowed to inspect their personal file and may be accompanied by a representative of the Union if they so desire. Where an employee's file is maintained at another facility, the employee shall have the right to request to have their file delivered to their facility within five (5) working days.

(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 they have 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 they have 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 their 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, 23.07, 23.10 and 23.11 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, 23.07, 23.10 and 23.11 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.

The Employer and the Union, on an employer-by-employer basis, may mutually agree in writing to alter the departmental structure and classification for recall of temporary employees.

(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 they remain 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, they would only have seniority from the date that they were 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 facility 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 they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee

shall only lose their seniority in the event:

- (a) they are discharged for just cause and is not reinstated;
- (b) they resign in writing and do not withdraw their letter of resignation within seven (7) calendar days of its submission provided the employee gave notice in accordance with clause 16.11;
- (c) they are 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) they are 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 they are qualified, unless they 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 their intentions within two (2) calendar days excluding weekends and holidays. It is the responsibility of the employee to keep the Employer informed of their current address. A permanent employee recalled for casual work or employment of short duration at a time when they are employed elsewhere shall not lose their 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 their intentions;

- (e) they are laid off for a period of longer than two (2) years;
- (f) they are 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.
- (g) where a transfer/temporary assignment outside the bargaining unit exceeds two (2) years or 3,900 hours in any three (3) year period.

#### 14.05 Transfers and Temporary Assignments Outside Bargaining Unit

- (a) No employee shall be transferred or temporarily assigned to a non-bargaining unit position without their consent. If an employee agrees to a transfer or temporary assignment to a non-bargaining unit position, they shall retain their seniority up to the date of leaving but shall not accumulate any further seniority. In the case of a transfer or temporary assignment, their bargaining unit position will be protected for a period of two (2) years. If within two (2) years, the employee returns to a position within the bargaining unit, they shall continue to accumulate seniority from the date they assume the position, which shall be added to their previously accumulated seniority. Such transfers or temporary assignments shall not exceed two (2) years.

Should the transfer or temporary assignment exceed this period, then the affected person shall lose all bargaining unit seniority accumulated.

- (b) No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their 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 their trial period, they shall be given credit for all seniority accumulated while employed as a temporary employee.

14.08 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.

14.09 Availability of Temporary Employees

Temporary employees who demonstrate a pattern of unavailability may be subject to discipline in accordance with Article 13.

### **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)
  - (i) Where in the Employer's opinion, a temporary position is expected to exceed a period of thirteen (13) continuous weeks, or where a position exceeds thirteen (13) weeks, such position shall be posted in accordance with clause 15.01.
  - (ii) Where a temporary position has a termination date, it shall not be extended by more than thirteen (13) weeks unless mutually agreed between the employee and their Employer.
  - (iii) Where the employee declines an extension, the Employer shall fill the position as per Clause 15.03(b)(i). The thirteen (13) week period shall commence when the employee vacates the position.

#### 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.

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

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, they shall be returned to their 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 their 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 their 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 their application. Such employee will be given an opportunity to qualify within a reasonable length of time not exceeding two (2) months unless there is mutual consent between the Union and the Employer to extend the

length of time. If the employee has commenced working in the position, they shall have the opportunity to revert to their former position if the required qualifications are not met within such time.

15.07 Notification of Successful Applicant

Within seven (7) days of the date of the 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) for the Union notices. Applicants may be advised through means of internal electronic mail system where the Employer has provided appropriate access to the employee.

15.08 Incapacitated Worker Provision

- (a) An employee who is confirmed as being incapacitated by injury or illness such that they cannot perform the duties of their position and who is not receiving full benefits from the Workplace Health, Safety, and Compensation Commission:
- (i) Will displace the most junior employee in another position within the same bargaining unit classification in the originating facility, provided that they are qualified and able 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 originating facility, then the incapacitated employee will displace the most junior employee in another position within the same bargaining unit classification in another facility operated by the Employer, provided that they are qualified and able to perform the work required and provided that the employee being displaced is less senior. However, if this results in the incapacitated employee having to leave their community of employment then the incapacitated employee may choose to proceed to (a)(iii);
  - (iii) If the incapacitated employee is unable to perform the duties of the position in (i) or (ii) above, then they will displace the most junior employee in another bargaining unit classification in the originating facility, provided that they are qualified and able to perform the work required and provided that the employee being displaced is less senior.
  - (iv) Should the incapacitated employee be unable to displace into another bargaining unit classification in the originating facility, they shall displace the most junior employee in another bargaining unit classification in another facility operated by the Employer;  
Should the incapacitated employee be unable to perform the work of the most junior employee, they shall displace in the reverse order of seniority.

Prior to an incapacitated employee displacing under (i), (ii), (iii), or (iv) above the Union will be consulted.



- (b)
    - (i) 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 they are qualified and able 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 they were working before unless mutually agreed.  
However, if the employee who is being displaced by the incapacitated employee is not the most junior employee in the bargaining unit classification in the facility, then they must displace the most junior employee in the bargaining unit classification in the facility.
    - (ii) The most junior employee in the bargaining unit classification in the facility who is displaced shall displace the most junior employee in the facility provided that they are qualified and able to do 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 they were working before unless mutually agreed.
    - (iii) If the individual being displaced in (b)(ii) above, is not the most junior employee in the bargaining unit, they shall displace the most junior employee in the bargaining unit, providing they are qualified and able to do the work required and provided that the hours of work are not less than that which they were working before unless mutually agreed.  
Should the displaced employee be unable to perform the work of the most junior employee, they shall displace in the reverse order of seniority.
- (c) For Employers with more than one (1) facility with employees represented by NAPE, an employee who displaces another employee in accordance with Clause 15.08 shall be entitled to displace the most junior employee in a bargaining unit classification at another facility of their 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 their own facility provided they are qualified and able to do the work required and provided that the hours of work are not less than that which they were working before unless mutually agreed.
- (d) Permanent employees shall displace permanent employees. However, if this option is not available, the permanent employee may displace a permanent part-time employee or an employee in a temporary posted position. A permanent employee who displaces into a temporary position shall maintain their permanent status.
- (e) Temporary employees may only displace temporary employees in their respective department.

- (f) For all displacements under Clause 15.08, there shall be a two (2) month trial period in accordance with Clause 15.05.
- (g) An employee displacing into a lower paying position shall be “red-circled”, provided the employee did not have the option of displacing into another position within their own classification in their community of employment.
- (h) An employee who is displaced by another employee under Clause 15.08, shall be given at least forty-eight (48) hours’ notice by the Employer that they are being displaced.
- (i) A permanent employee whose position is displaced under 15.08 shall have the right to accept layoff and be subject to recall rights in accordance with Clause 16.08 and Clause 16.09.

15.09 On the Job Training

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

When an employee wishes to upgrade themselves 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) A permanent employee who applies for and is accepted for a temporary position in accordance with clause 15.03 (b)(i) shall revert to their former position upon completion of the temporary work; provided the former position still exists and the Employer approved the move to the temporary position. 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 their permanent status.
- (b) Subject to the approval of the Employer, a permanent employee who wishes to change their 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.

#### 15.15 Promotional Procedures

The rate of pay of an employee promoted shall be established in the new pay range at the nearest step which exceeds the existing rate by at least five (5) percent, but shall not exceed the maximum of that pay range except that wherever the rate of pay prior to promotion is above the maximum of the pay range established for the position to which the employee is being promoted, the present rate shall be retained.

#### \*15.16 Temporary Employee Commitment

Employees accepting temporary positions will not be able to accept other temporary positions until two (2) months prior to the end date specified in their initial letter of appointment to the temporary position unless the employee is accepting a position:

- i) with a higher rate of pay; or
- ii) with an increased number of bi-weekly hours; or
- iii) without a scheduled night shift; or
- iv) greater than 50 km distance from current work site; or
- v) with a longer end date than their current position.

### **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 facility and/or in the reduction of their 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) (i) Temporary employees who have obtained posted positions in accordance with Article 15 of the collective agreement shall be laid off in reverse order of seniority in their respective departments in the facility provided that those temporary employees being retained are qualified to do the work

required.

- (ii) Subject to clause 17.10, temporary employees who obtained positions of less than thirteen (13) weeks shall revert to the recall list upon layoff.
- (iii) For Employers with more than one (1) facility, in the event of a closure of one of these facilities, temporary employees who are laid off as a result shall be entitled to displace less senior temporary employees within their respective department in another facility operated by the Employer. If the temporary employee does not have enough seniority to displace another temporary employee, their name shall be placed on the temporary seniority list in their respective department or another facility of their 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 facility provided that they are qualified to perform the work required, provided that their 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 their rate of pay and be "red circled".

For Employers with more than one (1) facility 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 facility of their 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 their 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.

- (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 they are qualified to perform the work required. A permanent employee who displaces a temporary employee shall maintain their permanent status. If a permanent employee displaces onto a temporary employee recall list, then they will be placed on the respective list in accordance with their 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, they shall be given notice in accordance with 16.04(b).

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 H. Where an earlier effective date is required employees shall receive redundancy pay in lieu of notice.

Employees who are reemployed with any Employer covered by the coalition negotiations shall be required to pay back part of any 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 they notify the Employer in writing upon layoff that they are willing to be recalled for work with the Employer at another facility. The Employer shall advise the employees being laid off of their right to recall at other facilities operated by the same Employer.
- (c) (i) Temporary employees shall be recalled in order of seniority in their respective departments in the facility providing those temporary employees being recalled are qualified to do the work required.
  - (ii) With the exception of shifts booked as per Article 17.09, prior to the commencement of a shift, the Employer will endeavour to give temporary employees being recalled to work in order of seniority the opportunity of work in the position with the highest rate of pay and/or hours of greatest duration. This will not be considered a change in shift as per 17.03(d).
- (d) Permanent employees shall be recalled for temporary employment with the Employer if the permanent employee indicates when they are laid off that they are 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, their refusal, unless for illness or other just cause, will mean a loss of recall rights for temporary employment with that facility. For such periods of temporary employment, they shall earn seniority on a permanent basis.
- (e) Employees being recalled to a position with a lower pay range level than

previously employed in and who refuse to work shall not lose their seniority but they will forfeit their right to future recall in a position at the same pay range level.

- (f) Where the Employer has offered a temporary employee a period of employment less than the normal hours of work for the area and, either prior to or during the period of employment, the Employer offers additional hours up to the hours normally worked in the area, this shall not be considered as a change of shift as per 17.03(d). The temporary employee shall have the option to decline the additional hours above those initially offered, subject to the availability of qualified replacement staff and provided the Employer does not incur any additional cost.
- (g) Temporary employees shall be provided facility orientation prior to being recalled to that facility. Where facility orientation has not been provided, the temporary employee shall have the right to refuse.

#### 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.

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, they 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 H.

- (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

Shop stewards, in their classification, who are permanent employees shall be granted super seniority in the case of layoff only. Temporary employees who are shop stewards shall be granted super seniority within their department in the case of layoff only. Super seniority shall not apply to a layoff which occurs in the ordinary course of operations.

#### 16.06 Closure of Facilities

In the event of a closure of a facility due to the opening of a regional facility or where the facility has a significant reduction in staff due to the opening of a regional facility, Government agrees 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

- (a) 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 and should the hours be less than when they were laid off, such refusal shall not prevent the employee from recall to the same hours. Laid off employees shall be recalled in accordance with clause 16.02.
- (b) A permanent employee shall not lose their recall rights if the position to which they are being recalled is in another community, but shall retain recall rights as per (a).
- (c) When a permanent employee is recalled to work in the same classification or position, they will be placed on their respective salary scales on a step not lower than the step that they were on at the date of layoff, except where the layoff

exceeds two (2) years.

Both (b) and (c) would be exclusive of the transition agreements.

#### 16.09 Return to Former Classification

- (a) When a permanent employee bumps out of their 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 their 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.
  
- (b) Subject to (c) below, when a permanent employee bumps into a temporary position or onto the temporary recall list for their Department because of layoff and a permanent position in the same classification becomes available within twenty-four (24) months, the employee shall be offered the opportunity to return to their classification prior to the position being posted, provided the hours are the same or less than the position from which the employee bumped. If the employee refuses to accept recall to their original classification and bi-weekly hours of work, the Employer has no further obligation to offer a position to the employee in the same classification. The employee shall not be required to accept hours that are less than those of the original position. However, if the employee accepts a position with fewer hours of work, the Employer has no further obligation to offer a position to the employee in the same classification.
  
- (c) A permanent employee, who at the time of the initial layoff, opts to bump into a temporary position or onto the temporary recall list, forfeits their right to displace a permanent employee in the future.

#### 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.

#### 16.11 Resignation

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.

### **Article 17 - Hours of Work and Work Schedule**

#### 17.01 Hours of Work

- (a) (i) Eight Hour Shifts



The normal hours of work for employees working an eight (8) hour shift schedule shall be seventy-five (75) hours a fortnight divided into seven and one-half (7 ½) hour shifts as per 17.02 (a) and (b) excluding a one-half (1/2) hour unpaid meal period but including a rest period of fifteen (15) consecutive minutes in the first half and second half of the shift. The meal period and rest period(s) may be combined by mutual agreement between the employee and their supervisor.

(ii) Twelve Hour Shifts

The hours of work for employees working a twelve (12) hour shift schedule shall be seventy-five (75) hours a fortnight divided into eleven and one quarter (11 ¼) hours or a combination of seven and one-half (7 ½) and eleven and one quarter (11 ¼) hours. The seven and one-half (7 ½) hour shifts excludes a thirty (30) minute unpaid meal period but includes a rest period of fifteen (15) consecutive minutes in the first half and second half of the shift. The eleven and one quarter (11 ¼) hour shift excludes a forty-five (45) minute unpaid meal period but includes a rest period of fifteen (15) consecutive minutes during each third of the shift. The meal periods and rest period(s) may be combined by mutual agreement between the employee and their supervisor.

(iii) Rest Periods

The Employer will endeavour to post the rest periods for a shift within the first two (2) hours of the shift.

- (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) (i) Part-time employees shall not be scheduled by the Employer for less than three (3) hours in any shift. After their 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 their regular hourly rate.
- (ii) Part-time employees will advise the Employer in writing of their desire to work additional hours 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.

- (iii) Part-time employees will advise their Employer in writing of their desire to work additional hours by December 1<sup>st</sup> to become effective on January 1<sup>st</sup> of the following year.
- (e) Part-time employees not interested in working additional hours, but are required by the Employer to work additional hours shall be paid thirty (30) cents per hour, in addition to their regular hourly rate after their scheduled hours up to full time equivalent hours.

#### 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) Weekends Off
  - (i) Eight (8) Hour Shifts  
Permanent employees shall receive a minimum of every third weekend off and the Employer shall endeavour to grant every second weekend off, unless otherwise agreed by mutual consent between the employee and their supervisor. The weekend off shall mean a Saturday and the Sunday and ensuring the employee a minimum of fifty-six (56) hours off duty.
  - (ii) Twelve (12) Hour Shifts  
Permanent 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 between the employee and their supervisor. Where the current twelve (12) hour shift schedule provides for every second (2nd) weekend off, this benefit shall be maintained during the term of the current agreement. A weekend off shall be a period including Saturday and the Sunday from at least Friday at 0800 hours to Monday at 0800 hours or from at least Friday at 2000 hours to Monday at 2000 hours.
- (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 their day(s) off, they shall be paid double their 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, they 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) their 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 they report to work.

#### 17.04 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.

#### 17.05 Rest Periods

- (a) Eight Hour Shifts  
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 their supervisor.

17.06 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.
- (c) Weekends Off for Temporary Employees
  - (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, unless otherwise agreed by mutual consent.
  - (ii) Eight (8) Hour Shifts  
For temporary employees the weekend off shall mean a Saturday and the Sunday and ensuring the employee a minimum of fifty-six (56) hours off duty.
  - (iii) Twelve (12) Hour Shifts  
For temporary employees a weekend off shall be a period including Saturday and the Sunday and ensuring the employee a minimum of seventy-two (72) hours off duty.
- (d) Requested Day(s) Off for Temporary Employees  
Notwithstanding 17.06(a) and (b) and subject to the operational requirements of the Employer, and provided the employee makes such a request with a minimum of two (2) weeks in advance of the days requested and an acceptable reason is provided, employees who have not been pre-scheduled may be approved for days off upon request.

The Employer will not be expected to compensate employees whose hours are reduced as a result of the employee's decision to request a day off.

17.07 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.

#### 17.08 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.

#### 17.09 Rest Between Shifts

- (a) Eight Hour Shifts  
There shall be at least sixteen (16) hours between 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.
- (c) A temporary employee who is required to work less than the normal hours of the work area (either 7.5 or 11.25 hours), shall be recalled for additional hours of work. However, the combined hours for the day shall not exceed the normal hours of work for the work area.

On April 1 and October 1 of each year, temporary employees will indicate in writing to the Employer their desire to be recalled for additional hours in the same calendar day. Employees who indicate their desire to be recalled for additional hours in the calendar day will be deemed to have waived their entitlement to a rest period. Temporary employees who indicated their desire to be recalled for additional hours in the calendar day and who have not worked additional hours in that calendar day have no right to refuse the additional hours, except for just cause.

Should the Employer exhaust the list of those willing to be recalled for additional hours in a calendar day, temporary employees will be recalled pursuant to the normal recall process. Those temporary employees not indicating their desire to work additional hours shall not be required to work additional hours.

#### 17.10 Pre-Booking Shifts for Temporaries

Subject to the Employer's determination that replacement staff is required, the Employer shall recall temporary employees in accordance with Clauses 16.02(a), 16.02(f) and 16.02(g) of the NAPE HS collective agreement, in advance, for periods of employment with shifts equal to or greater than eight (8) hours. The Employer agrees

to schedule a senior qualified temporary employee, who is available for recall, for periods of employment of greatest duration when pre-booking shifts. When the Employer becomes aware of a period of employment of greater duration than the initial period of employment for which the temporary employee was pre-booked, the senior qualified temporary employee will be offered that period of employment but will be required to complete the initial pre-booked period of employment subject to operational requirements. Should the pre-booked period of employment be changed to another period of employment of greater duration the temporary employee shall accept the change of the period of employment. This will not be considered a change in shift as per 17.03 (d).

Notwithstanding the above, the Employer reserves the right not to pre-book temporary employees with an established pattern of unavailability.

### **Article 18 – Overtime**

#### 18.01 Definition of Overtime

(a) Full-time Employees

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

(b) Part-time Employees

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

(c) Approval of Overtime

All overtime is subject to the prior approval of the Administrator or their designated representative.

(d) Temporary Employees

All time worked by a temporary employee beyond the normal full-time daily, 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, they shall be paid in addition to the normal day's pay at the rate of time and one half (1 1/2) their regular hourly rate.

#### 18.04 No Lay-Off to Compensate for Overtime

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

#### 18.05 Calculating of Overtime Rates

An employee who is absent on approved time off during their 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 they had worked during their regular hours during such absence.

#### 18.06 Sharing of Overtime

- (a) Overtime hours and callback shall be divided in a fair and equitable manner among employees who normally work in the work area and are qualified to perform the available work.
- (b) An employee who is unavailable for overtime, or unable to accept overtime, or declines overtime shall be considered as having worked the overtime and it shall be recorded as such as per Article 18.06(c).
- (c) The Employer shall maintain up-to-date records of all overtime hours. For this purpose, the record period shall be the fiscal year unless otherwise mutually agreed between the local Union and the Employer. The records shall be made accessible to employees on a quarterly basis. The number of hours recorded as overtime hours shall be equal to the applicable overtime rate times the hours worked by the employee who accepted the overtime.
- (d) Employees not wishing to do overtime shall put forth their desire by March 1<sup>st</sup> of the preceding year. However, should the Employer exhaust the list of those willing to work overtime, all employees shall be required to work.
- (e) Throughout the record period, the Employer will attempt to balance overtime hours equitably. However, should an employee claim they have been bypassed on a specific date in the distribution of overtime, and there is a negative difference at the end of the fiscal year between the employee's overtime hours and the average overtime hours within the normal work area, the employee shall be paid an amount equal to the difference, if the difference exceeds three (3) hours. Such an amount owing shall be paid within thirty (30) days of the fiscal year ending.

#### 18.07 Double Shift

An employee shall not be required to work a double shift without their consent.

#### \*18.08 Call Back Pay Rate

- (a) An employee who has left their place of work and is subsequently recalled to work, outside their 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) they live in subsidized accommodations adjacent to the facility 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, they shall be paid the cost of transportation to and from their 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 or 1400 hours and who has not had a sufficient rest period, the employee will be entitled to up to an eight (8) hour rest period before commencing their regular scheduled shift without loss of pay or seniority.

#### 18.09 Consecutive Work Premium

- (a) Subject to clause 17.07, 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 17.07, 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 (4<sup>th</sup>) day shall be paid for at the rate of time and one-half (1 ½) and double time for the fifth (5<sup>th</sup>) 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 17.06(b)(iii), 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.
- (d) For the purposes of (a), (b), (c)(i) and (ii), if an employee is recalled or scheduled for overtime on their day off it shall apply for the purpose of calculating consecutive days.

#### 18.10 Time Off in Lieu of Overtime



Instead of cash payment for 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 their 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. An employee may carry forward to another fiscal year any portion of accumulated overtime not taken by them in the previous year to a maximum of seventy-five (75) hours.

18.11 Overtime Calculation

Effective date of signing, subject to clause 18.01 (c), overtime shall be calculated to the nearest next highest fifteen (15) minute unit.

**Article 19 - Shift Work**

19.01 (a) Hourly Differential

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.

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

(b) Saturday and Sunday Differential

A Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday.

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

19.02 Rotation of Shifts

Where there is more than one employee in a work area and shift rotation is involved, all employees must rotate in an equitable manner through the various shifts. Each employee shall receive at least seven (7) days of shift in a month, provided they may waive this right.

19.03 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:

- (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 facility 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 facility by the parties.

\*(b) New Holidays

Should any new statutory holiday be proclaimed by the Provincial authorities, it shall be added to the above list and 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

In addition to the holiday pay outlined in clause 20.01, when an employee is required to work on a holiday, they shall be paid at the rate of time and one-half (1 ½) for each hour worked, or they may elect to take time off on the basis of one and one-half (1 ½) hours for each hour worked, at the request of the employee and at a time to be mutually agreed by the employee and their 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 ninety (90) days of the scheduled holiday, the employee shall receive pay in lieu of time off at the rate of time and one-half (1 ½) their 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 ninety (90) 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 they are required to work on such a holiday, they 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 their 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

- (a) 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.
- (b) The parties agree that scheduling flexibility with respect to weekends off shall be required for the four (4) week period that includes Christmas and New Year's. The parties, where required, may mutually agree to extend this period up to a maximum of six (6) weeks. No employee shall be required to work in whole or in part, more than three (3) weekends of the four (4) or six (6) week period.
- (c) The Employer agrees whenever possible, employees who are scheduled to work Christmas of one (1) year shall have Christmas off the following year and employees who are scheduled to work New Year's one (1) year shall have New Year's off the following year unless otherwise mutually agreed between the employee and their 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.

\*20.12 Statutory Holiday Replacement

An employee may designate replacement statutory holiday(s) per the conditions outlined in Letter of Understanding re. Statutory Holiday Replacement.

**Article 21 – Vacations**

21.01 (a) Length of Vacation

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

- (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;
- (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 their hours of employment as follows:

- (1) less than 1,950 hours - 12.5 working hours for each 162.5 hours of service;
- (2) 1,950 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 vacation 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 Employers for such calculation. This period may vary between facilities (e.g. January 1 - December 31, April 1 - March 31, July 1 - June 30) and no Employer 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, they may be allowed in the year in which the change occurs, a portion of the additional leave for which they have 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, they 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, they shall receive the benefit of such increase from the effective date.

21.04 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year, before they have had their 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.

\*21.05 Selection of Vacation Dates

\*(a) 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 as set out in 21.05(b).

\*(b) \*(i) Employees will have the option to present two periods of vacation request for the following fiscal year as set out in this Article.

\*(ii) the initial placing of employees in the rotation plan will be in accordance with seniority; thereafter, the rotation will proceed without regard to seniority.

Employees who wish to participate will have the option to make their first vacation period selection of up to 50% of their annual entitlement as per Article 21.01. This period shall be taken in consecutive working days.

\*(iii) After each employee has had the opportunity to make their initial selection, each employee will have the option to make their second vacation period selection up to the balance of their annual entitlement as per Article 21.01, and shall be taken in consecutive working days.

- \* (iv) All requests made pursuant to 21.01(b)(ii) and (iii) must be submitted to the Employer no later than January 15th.
- \* (v) Any annual leave approved by the Employer, shall be posted by the first Monday of each March.
- \* (vi) Where an employee has not utilized their annual entitlement as per Article 21.01 during the initial or secondary selection process or has vacation leave carried forward from previous years, the employee may request vacation as per Article 21.15 or a period mutually agreed between the employee and the Employer.
- \* (vii) Subject to operational requirements, the period available for the selection of vacation dates will be the entire fiscal year.
- \* (viii) As of the date the approved leave has been posted per Article 21.05(v), the employee(s) at the top of each selection list will rotate to the bottom of the selection order.
- \* (ix) Where an employee is approved leave under this Article and subsequently accepts a position in another department. It is the responsibility of the employee to confirm whether their leave can be approved in the new department prior to accepting the position.
- \* (x) Where an employee accepts a position in a new department, they will be added to the bottom of the selection rotation in their new department as of their date of transfer.
- \* (xi) Newly hired employees will be added to the bottom of the selection rotation for their department effective their date of hire. Where a temporary full time employee has been approved for annual leave under this Article, and the temporary full time position ends before the annual leave occurs, the annual leave will be subject to their new manager's approval.
- \* (xii) Article 21.05(b) shall only apply to permanent employees and temporary employees in posted positions pursuant to Article 15.03(b)(i) unless otherwise permitted by the Employer.

\*21.06 Vacation Schedule

Vacation schedules shall be posted the first Monday of each March 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

An employee may carry forward to another year any proportion of vacation leave not taken by them in previous years until, by so doing, they have accumulated a maximum of:

- (1) One hundred and fifty (150) hours vacation leave if they are eligible for one hundred and fifty (150) hours in any year;
- (2) One hundred and eighty-seven point five (187.5) hours vacation leave if they are eligible for one hundred and eighty-seven point five (187.5) hours in any year;
- (3) Two hundred and twenty-five (225) hours vacation leave if they are eligible for two hundred and twenty-five (225) hours in any year.

Employees who are prohibited from taking vacation leave because of Workers' Compensation benefits, extended sick leave, or maternity/adoption/parental leave shall be allowed to carry forward additional days.

Where the supervisor determines that operational requirements prohibit an employee from taking their vacation leave during the year, the employee shall be permitted to carry forward the unused days.

### 21.08 Anticipated Vacation

An employee with more than sixty (60) calendar days service may anticipate their vacation to the end of their authorized employment or to the end of the current vacation period as stipulated in clause 21.01 (b), whichever is shorter.

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

### 21.09 Overtime Vacation Rate

When an employee is required to work during their vacation, they 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 their vacation 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 their leave to sick leave effective the date of notification to the Employer. The employee shall submit on their return to duty, a certificate stating the total period during which they qualified for sick leave.
- (b) In the case of an employee who is admitted to hospital while on vacation, they may change the status of their leave to sick leave with effect from the date they were 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 their 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 Vacation Leave of Short Duration

Employees shall be permitted periods of vacation other than that referenced in Article 21.06. The Employer shall make every reasonable effort to schedule an employee's request. The employee will endeavour to request additional vacation prior to the posting of the schedule. Where such request is made within two (2) weeks of the requested vacation leave, the employee will be given a decision within forty-eight (48) hours of such request.

21.16 Vacation Leave Records

Vacation leave that each employee has to their 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 Vacation Leave/Maternity Leave

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

21.18 Payment in Lieu of Vacation Leave



An employee who requests and receives payment in lieu of vacation leave shall not accumulate seniority for the hours paid.

### **Article 22 - Sick Leave**

#### 22.01 Sick Leave Defined

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

#### 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) Notwithstanding Clause 22.02 (a)(i), an employee hired after May 4, 2004 is eligible to accumulate sick leave with full pay at the rate of one (1) day for each month of service.
- (iii) 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.
- (iv) Notwithstanding Clause 22.02 (a)(iii), the maximum number of days of sick leave which may be awarded to an employee hired after May 4, 2004 during any consecutive twenty (20) year period of service shall not exceed two hundred and forty (240) 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) Notwithstanding Clause 22.02 (b)(i), an employee hired after May 4, 2004 is eligible to accumulate sick leave with full pay at a rate of seven point five (7.5) working hours for each 162.5 hours of service.
- (iii) 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.
- (iv) Notwithstanding Clause 22.02 (b)(iii), the maximum number of days of sick leave which may be awarded to an employee hired after May 4, 2004 during any consecutive twenty (20) year period of service shall not exceed eighteen hundred (1800) hours.

#### 22.03 Deductions from Sick Leave

Subject to 22.02 above, a deduction shall be made from accumulated sick leave of all working hours absent for sick leave.

\*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 their choice and under no circumstances will an employee be penalized in any way by the Employer for exercising their option of being attended by their personal physician.
- (c) The parties acknowledge when an employee cannot perform their 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.
- \*(d) There may be cases where an employee has an ongoing medical condition where they foresee a use of sick days beyond the number of days allowed before a medical certificate is required. In an effort to minimize the number of medical certificates required, employees with an ongoing medical condition are permitted to submit a medical certificate at the beginning of each calendar year outlining that they have an ongoing medical condition to the Employer. If the employer is satisfied with the medical certificate, then the employee does not have to provide a medical certificate for each subsequent day of illness for the remainder of the calendar year.

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, they shall receive sick leave credits for the period of such absence on their return to work. When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their 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 their sick leave credits may be allowed in the event of illness, an extension of their sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon their return to duty from their normal monthly accumulation.
- (b) When an employee has used the maximum of sick leave which may be awarded to them in accordance with this agreement, they may elect, if they are still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if they are 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 Employer.

22.07 Sick Leave Records

The Employer shall include the amount of sick leave accrued to the employee's credit on their payroll statement or electronic system.

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 their 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 their accumulated sick leave, the employee may be retired effective when their 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 they are 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 their 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) 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 they 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 their illness providing work is still available and providing the temporary employee gives the Employer reasonable notice.
- (b) Temporary employees shall be eligible for sick leave benefits for shifts they would have been recalled to during periods of hospitalization upon proof of admission and discharge.
- \* (c) Post discharge, temporary employees, who are unable to return to work and are under the medical care of a physician as a direct result of the medical condition for which the employee was hospitalized, shall be entitled to access accumulated sick leave benefits for any shifts they would have been recalled to a maximum of one hundred and fifty (150) hours.
- (d) Sick leave approval under this clause shall be subject to the provision of medical documentation acceptable to the employer.
- (e) Sick leave under this clause should be deducted from the employee's bank on an hour for hour basis.

**Article 23 - Leave of Absence****23.01 Negotiation Pay Provisions**

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 the elected delegate, and who is required to attend the Biennial Convention of the Newfoundland and Labrador Association of Public and Private Employees, the Component Convention of the Newfoundland and Labrador Association of Public and Private Employees, the Convention of the Newfoundland and Labrador Federation of Labour, leave with pay not exceeding twenty-two and one half (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 thirty-seven and one half (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 thirty-seven and one half (37.5) hours in any one (1) year; no more than two (2) employees at one time from each facility.
  - (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).

NOTE: Provincial Executive includes Board of Directors of NAPE.

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

### 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 their term of office.

### \*23.04 Paid Bereavement Leave

An employee shall be entitled to bereavement leave with pay as follows:

- \*(a) In the case of the death of an employee's parents, siblings, child(ren), spouse, legal guardian, common-law spouse, children of common-law spouse, grandparents, grandchild, children-in-law, parents-in-law, or near relative living in the same household, three (3) consecutive days; and

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

- \*(b) In the case of their siblings-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 their 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, father or dependent child 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.
- (d) A temporary employee shall be granted family leave if the following criteria are fulfilled:
  - (i) The temporary employee would have been recalled for the shift for which the family leave is requested;
  - (ii) The temporary employee provides documented proof, to the satisfaction of the Employer, of the circumstances as set out in 23.05(a) and (b);
  - (iii) Only one temporary employee per shift can benefit from (i) and (ii) above.
- (e) A temporary employee shall be granted family leave if they report to work following a recall and subsequently qualifies for family leave during that period for which they were recalled.

**\*23.06 Family Violence Leave**

An employee shall be granted leave with pay, not exceeding three (3) days in the aggregate in a calendar year, where the employee or a person to whom the employee is a parent or caregiver has been directly or indirectly subjected to, a victim of, impacted or seriously affected by family violence or witnessed family violence by:

- (i) a person who is or has been a family member;
- (ii) a person who is or has been in an intimate relationship or who is living or has lived with the employee;
- (iii) a person who is the parent of a child with the employee; or
- (iv) a person who is or has been a caregiver to the employee.

**Confidentiality**

All personal information concerning domestic violence will be kept confidential in compliance with relevant Legislation.

An employee who wishes to take a leave of absence under this Clause may be required to provide the employer with reasonable verification of the necessity of the leave.

**\*23.07 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 their sixth (6th) month of pregnancy. Upon the advice of their 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.
- \* (e) An employee is entitled to a maximum of seventy-eight (78) 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 their intention to do so. An employee returning from maternity leave shall be required to produce a satisfactory certificate of fitness from their physician.
- (g) The employee shall resume their former position and salary upon return from leave, with no loss of accrued benefits.
- \* (h) Periods of leave up to seventy-eight (78) weeks shall count for seniority purposes, annual leave, sick leave, and step progression. Employees who avail of seventy-eight (78) weeks of unpaid parental leave will be entitled to service for annual leave entitlement, annual leave accrual, sick leave accrual and step progression for a total of seventy-eight (78) weeks. The Employer will also pay 50% of the group insurance premiums for seventy-eight (78) weeks for those employees who opt to remain in the group insurance plan.
- \* (i) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of seventy-eight (78) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- (j) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- (k) The Employer will endeavour to provide childcare services for its employees wherever possible.
- (l) While on maternity/adoption/parental leave an employee may forward a written request outlining the period of leave to the Human Resource Department for copies of job postings to be forwarded to them.



- (m) An employee who applies for a position in accordance with Clause 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, their trial period shall start upon their return to work.
- (n) Pregnant employees shall not be required by the Employer to be in contact with patients who have a contagious disease.

#### 23.08 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 they 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 their pay and benefits from the Employer.
- (b) If an employee is required to be in court in any matter arising out of their employment with the Employer, during their regular shift, on their scheduled day off or after their regular shift, they shall be considered as working for the Employer. This clause will not apply if an employee is charged with an offence.

#### 23.09 Education Leave

- (a) An employee who is upgrading their 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.
- (b) 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.

#### 23.10 General Leave

- (a) With the approval of the Employer, an employee may be granted special leave without pay in exceptional circumstances, provided that the employee has no current or accumulated annual leave available to them. While on such leave, employees shall continue to accumulate seniority, unless they would have otherwise been laid off.
- (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 they 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.

#### 23.11 Extended Unpaid Leave

- (a) Upon written request, a permanent employee who has completed three thousand nine hundred (3,900) hours 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. A permanent employee shall be entitled to up to a maximum of twelve (12) months unpaid leave for each three thousand nine hundred (3,900) hours of service with the understanding that no employee can have more than twenty-four (24) consecutive months of unpaid leave at any one time. While on such leave permanent employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum of unpaid leave a permanent 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 the bargaining unit.
- (b) Upon written request, a temporary employee who has completed five thousand eight hundred fifty (5,850) hours of service may 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. A temporary employee may be entitled to up to a maximum of twelve (12) months unpaid leave for each five thousand eight hundred fifty (5,850) hours of service with the understanding that no employee can have more than twenty-four (24) consecutive months of unpaid leave at any one time. While on such leave temporary employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum of unpaid leave a temporary 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 the 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 their 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) 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 they fill the position for a minimum of three (3) 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, their 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 they wish to receive their advance payment, shall receive prior to commencement of their annual vacation any regular pay cheque(s) which may fall due during their vacation.

24.05 Standby

- (a) (i) Effective date of signing an employee required to perform standby duty shall be paid twenty dollars and forty cents (\$20.40) for each eight (8) hour shift of standby.
- (ii) When standby is required on a statutory holiday, the rate of compensation shall be twenty two dollars and sixty cents (\$22.60) for each eight (8) hour shift of standby.
- (b) Twelve Hour Shifts
  - (i) An employee required to perform standby duty shall be paid thirty dollars and sixty cents (\$30.60) for each twelve (12) hour shift of standby.
  - (ii) When standby is required on a statutory holiday, the rate of compensation shall be thirty three dollars and ninety cents (\$33.90) 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.
- (e) Where there is only one (1) employee to perform on-call duty and where qualified relief is available for that employee in the community, the Employer will endeavour to provide such relief for one (1) week in a month, provided the Employer incurs no additional cost.

\*24.06 Transportation

- (a)
  - (i) When, in the course of their 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 they may be permitted to use their own vehicle and be reimbursed at the rate of thirty-one point five (31.5)\* cents per kilometre.
  - (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 their disposal, they shall be paid an automobile allowance of eighty-five (85) dollars per month. When an employee is required as a condition of employment to have an automobile at their disposal, effective January 1, 2005 they shall be reimbursed as follows in lieu of the automobile allowance:

45.4¢ per kilometer for the first 9,000 km per annum\*

31.5¢ per kilometer for kilometers in excess of 9,000 km per annum\*

\*See Memorandum of Understanding re: Kilometre Rate Adjustment Formula (NAPE).

- (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 they shall be compensated for their transportation subject to 24.06 (a) and their lodging shall be paid by the Employer upon presentation of suitable receipts.

\*(d) Meal Rates

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

	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>	<b>Total</b>
<b>NL</b>	\$9.60	\$16.80	\$26.04	\$52.44
<b>Other Provinces</b>	\$12.18	\$19.68	\$28.38	\$60.24
<b>USA (USD\$)</b>	\$12.18	\$19.68	\$28.38	\$60.24
<b>Other</b>	\$13.50	\$21.54	\$31.20	\$66.24

- (e) After each night of overnight travel, the employee shall be entitled to one five (5) 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 ten dollars (\$10) per week effective April 1, 1999, for parking meter expenses upon presentation of either receipts where available or a written statement of cost incurred.
- (g) Employees while travelling on Employer business, who provide their own accommodations shall be paid twenty-five dollars (\$25) per night effective April 1, 1999.
- (h) An employee is entitled to claim an incidental expense for each night in overnight travel as follows: Effective April 1, 2000 – five dollars (\$5) per night

#### 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/residents who are being transferred, they shall be paid in addition to their regular pay, an allowance of thirty-two (32) dollars per trip. With the exception of Bell Island, the provision of this clause shall not apply where an employee is escorting a patient/resident within the same city or town or another city or town within a radius of forty (40) kilometers of the employee's place of work.
- (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, they shall be entitled to an eight (8) hour rest period without loss of pay before commencing their regular scheduled shift.
- (c) Employees escorting patients/residents to other facilities 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, their salary will be established at a step in the new pay range equivalent to their current salary. If their current salary falls between two steps, they will be adjusted to the higher of the two. If their current salary exceeds the top of the new pay range, their salary shall be maintained.

(b) Voluntary Demotion

When an employee is voluntarily demoted, their salary shall be established at a step in the new pay range equivalent to their existing salary. If their present salary falls between the two steps, they will be adjusted to the lower of the two. If their current salary exceeds the top of the salary range, they 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 LPN In-Charge

Effective date of signing of the collective agreement, where an LPN is designated to be in-charge by the Employer, and is assigned in-charge duties, they shall be compensated an additional one dollar (\$1.00) for each hour they are assigned in-charge provided they work five (5) hours of the shift. The Employer will determine what in-charge duties will be assigned.

**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 an Employer listed in Schedule "C" or the official authorized by them to act on their behalf. In the case of a government operated facility, the Deputy Minister of the applicable department or the official authorized by them to act on their 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 their 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 their 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 an Employer listed in Schedule "C".
- (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) "Facility" means a hospital, home, institution, agency, centre, clinic, health and community services office, school, or other site.
- (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 their regularly scheduled daily or bi-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 bi-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 workweek of the department or facility concerned.
- (q) "Permanent employee" means a person who has completed their probationary period and is employed on a full-time or part-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 their 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 or part-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.
- (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 thirteen (13) weeks) as outlined in clause 15.03).
- (z) "Union" means Newfoundland and Labrador Association of Public and Private 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.
- (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 seventy-eight (78) weeks.

26.02 Workers' Compensation

- (a) All employees shall be covered by the *Workplace Health, Safety and Compensation Act*.
- (b) The Employer and the Union shall make every reasonable effort to have an employee who is on Workers' Compensation return to work in their former position, or if the Workplace Health, Safety and Compensation Commission determines that the employee cannot work in their former position, to another position in the bargaining unit.
- (c) An employee who cannot work in their regular position on account of an

occupational accident or occupational disease that is covered by the *Workplace Health, Safety and Compensation Act*, but who can work in another position in the bargaining unit will be encouraged by the Employer and the Union to accept a position under the terms of clause 15.08.

- (d) Employees who are temporarily disabled and unable to work but who are returning to work with the Employer and/or employees whom the Workplace Health, Safety and Compensation Commission determines cannot work on account of an occupational accident or occupational disease that is covered by the Workplace Health, Safety and 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 their compensable injury.
- (g) Pending a decision on the compensability of a claim, the employee shall receive salary calculated as if the Workplace Health, Safety and 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 Workplace Health, Safety and 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 their supervisor subject to extenuating circumstances, before the employee leaves their 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 *Workplace Health, Safety and Compensation Act*.
- (n) It is understood and agreed by the parties to this collective agreement that an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission after the date of signing of this agreement shall no longer accumulate benefits under this agreement but shall have their position with the Employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the *Human Rights Act*.

#### 26.03 Injured Worker Relief Fund

There is an Injured Worker Relief Fund administered by NAPE.

#### 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**

#### 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

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

An employee who is displaced from their 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 their 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

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

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 their annual salary, benefits, or hours of work as a result of the Employer's decision to contract out work.

28.02 Period of Notice

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.

Employees who are required to wear safety boots (or safety shoes) in accordance with safety regulations will be provided with an allowance of up to two hundred dollars (\$200.00) for the purpose of purchasing such footwear. This allowance will be paid for each twelve (12) months of service. Seasonal employees shall receive the allowance for each twelve (12) months of service, or every third season, whichever is earlier.

#### 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 Paramedics/Ambulance Attendants, Equipment Operators, Watchpersons and Security Guards

Paramedics/Ambulance Attendants, 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 with another or the same Employer 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

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 facility 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 facilities.

(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 April 1, 2022: Salary

### 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

As part of an orientation program, the Employer shall provide to new employees a minimum one (1) day orientation to include such things as information on the organization's policies, 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.

### 30.12 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 their employment and who is subsequently found not guilty, the charges are withdrawn, they are discharged at the preliminary hearing, or the prosecution is stayed, shall have their reasonable legal fees paid by the Employer even if they are no longer in the employ of the Employer. This does not apply where the person no longer in the Employer's employ has been justly disciplined for a wilful act or omission leading to the criminal charge.

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 their 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 - Personal Loss**

- 33.01 Subject to clauses 33.02 and 33.03, where an employee in the performance of their 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).
- 33.02 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 their designated representative.
- 33.03 This provision shall only apply in respect of personal effects which the employee would reasonably have in their possession during the performance of their duty.
- 33.04 Compensation under this article, for approved claims will be paid within thirty (30) days of approval.

### **Article 34 - Duration of Agreement**

- \*34.01 Period of Agreement  
 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, 2026. Either party to this Agreement may issue notice to the other party of its desire to terminate or amend the agreement not more than seven (7) months and not less than thirty (30) calendar days prior to the date of expiration.
- 34.02 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.
- 34.03 Notice of Changes  
 Either party desiring to propose changes to this agreement shall within thirty (30) calendar days following receipt of notice under 34.01, 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.
- \*34.04 Agreement to Remain in Effect  
 This Agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of this Agreement, and until such time as it is replaced by a new or revised Collective Agreement. Notwithstanding the above, the parties shall retain their legal right to lock out or strike in accordance with the *Public Service Collective Bargaining Act*.
- 34.05 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 35 - Sexual & Personal Harassment**

35.01 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.

35.02 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 their complaint.

35.03 **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

35.04 **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 their 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.

35.05 Workplace Abuse

The parties recognize that an employee may be subject to abuse in the course of their duties.

Where an employee makes a written complaint of abuse to the Employer, the Employer shall conduct an investigation. Should the Employer determine that the complaint is justified, the Employer shall take such reasonable steps as it considers necessary in the circumstances. The Union shall give all reasonable cooperation with an investigation where the complaint is made against a member of the bargaining unit.

35.06 False Accusations re: Harassment/Abuse

The Employer agrees that it will take appropriate steps to deal with an employee, whether inside or outside the bargaining unit, who is alleged to have made a false accusation of harassment or abuse against another employee. The Union agrees that it will give all reasonable cooperation with an investigation where the complaint is made against a member of the bargaining unit.

**Article 36 - Occupational Health and Safety**

36.01 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 and Labrador Association of Public and Private Employees.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 1<sup>st</sup> day of November, 2022

SIGNED on behalf of Treasury Board representing His Majesty the King in Right of Newfoundland and Labrador by the Honourable Siobhan Coady, President of Treasury Board, and the Honourable Tom Osborne, Minister of Health and Community Services, in the presence of the witness hereto subscribing:

Jan Curran  
Witness

Siobhan Coady  
Tom Osborne

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

Hail Quinlan  
Witness

Jerry Gule  
Mark King  
Bob Bush  
Elaine Price  
Chris

**\*SCHEDULE A - SALARIES****"Red Circled" Employees**

- (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.

**\*SALARY IMPLEMENTATION FORMULA**

April 1, 2022	add 2% to each step of salary scales + Recognition Bonus
April 1, 2023	add 2% to each step of salary scales
April 1, 2024	add 2% to each step of salary scales
April 1, 2025	add 2% to each step of salary scales

Effective date of signing, each bargaining unit employee will receive a one time recognition bonus payment of \$2,000 pro-rated based on regular full time hours for the hours worked during the previous twelve (12) months.

**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 Health Services  
Effective April 1, 2022**

		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	Hourly	\$17.42	\$17.98	\$18.55
	Bi-Weekly	\$1,306.50	\$1,348.50	\$1,391.25
	Annual	\$33,969.00	\$35,061.00	\$36,172.50
CG-09	Hourly	\$17.56	\$18.14	\$18.66
	Bi-Weekly	\$1,317.00	\$1,360.50	\$1,399.50
	Annual	\$34,242.00	\$35,373.00	\$36,387.00
CG-10	Hourly	\$17.69	\$18.24	\$18.81
	Bi-Weekly	\$1,326.75	\$1,368.00	\$1,410.75
	Annual	\$34,495.50	\$35,568.00	\$36,679.50
CG-11	Hourly	\$17.79	\$18.39	\$18.97
	Bi-Weekly	\$1,334.25	\$1,379.25	\$1,422.75
	Annual	\$34,690.50	\$35,860.50	\$36,991.50
CG-12	Hourly	\$17.97	\$18.57	\$19.11
	Bi-Weekly	\$1,347.75	\$1,392.75	\$1,433.25
	Annual	\$35,041.50	\$36,211.50	\$37,264.50
CG-13	Hourly	\$18.14	\$18.73	\$19.36
	Bi-Weekly	\$1,360.50	\$1,404.75	\$1,452.00
	Annual	\$35,373.00	\$36,523.50	\$37,752.00
CG-14	Hourly	\$18.32	\$18.94	\$19.58
	Bi-Weekly	\$1,374.00	\$1,420.50	\$1,468.50
	Annual	\$35,724.00	\$36,933.00	\$38,181.00
CG-15	Hourly	\$18.55	\$19.19	\$19.83
	Bi-Weekly	\$1,391.25	\$1,439.25	\$1,487.25
	Annual	\$36,172.50	\$37,420.50	\$38,668.50
CG-16	Hourly	\$18.75	\$19.46	\$20.09
	Bi-Weekly	\$1,406.25	\$1,459.50	\$1,506.75
	Annual	\$36,562.50	\$37,947.00	\$39,175.50

CG-17	Hourly	\$19.06	\$19.79	\$20.50
	Bi-Weekly	\$1,429.50	\$1,484.25	\$1,537.50
	Annual	\$37,167.00	\$38,590.50	\$39,975.00
CG-18	Hourly	\$19.27	\$20.00	\$20.76
	Bi-Weekly	\$1,445.25	\$1,500.00	\$1,557.00
	Annual	\$37,576.50	\$39,000.00	\$40,482.00
CG-19	Hourly	\$19.66	\$20.46	\$21.22
	Bi-Weekly	\$1,474.50	\$1,534.50	\$1,591.50
	Annual	\$38,337.00	\$39,897.00	\$41,379.00
CG-20	Hourly	\$20.03	\$20.88	\$21.74
	Bi-Weekly	\$1,502.25	\$1,566.00	\$1,630.50
	Annual	\$39,058.50	\$40,716.00	\$42,393.00
CG-21	Hourly	\$20.40	\$21.29	\$22.23
	Bi-Weekly	\$1,530.00	\$1,596.75	\$1,667.25
	Annual	\$39,780.00	\$41,515.50	\$43,348.50
CG-22	Hourly	\$20.78	\$21.75	\$22.79
	Bi-Weekly	\$1,558.50	\$1,631.25	\$1,709.25
	Annual	\$40,521.00	\$42,412.50	\$44,440.50
CG-23	Hourly	\$21.21	\$22.24	\$23.30
	Bi-Weekly	\$1,590.75	\$1,668.00	\$1,747.50
	Annual	\$41,359.50	\$43,368.00	\$45,435.00
CG-24	Hourly	\$21.97	\$23.08	\$24.21
	Bi-Weekly	\$1,647.75	\$1,731.00	\$1,815.75
	Annual	\$42,841.50	\$45,006.00	\$47,209.50
CG-25	Hourly	\$22.85	\$24.00	\$25.18
	Bi-Weekly	\$1,713.75	\$1,800.00	\$1,888.50
	Annual	\$44,557.50	\$46,800.00	\$49,101.00
CG-26	Hourly	\$23.59	\$24.87	\$26.11
	Bi-Weekly	\$1,769.25	\$1,865.25	\$1,958.25
	Annual	\$46,000.50	\$48,496.50	\$50,914.50



CG-27	Hourly	\$24.49	\$25.78	\$27.09
	Bi-Weekly	\$1,836.75	\$1,933.50	\$2,031.75
	Annual	\$47,755.50	\$50,271.00	\$52,825.50
CG-28	Hourly	\$25.36	\$26.71	\$28.09
	Bi-Weekly	\$1,902.00	\$2,003.25	\$2,106.75
	Annual	\$49,452.00	\$52,084.50	\$54,775.50
CG-29	Hourly	\$26.02	\$27.43	\$28.90
	Bi-Weekly	\$1,951.50	\$2,057.25	\$2,167.50
	Annual	\$50,739.00	\$53,488.50	\$56,355.00
CG-30	Hourly	\$26.72	\$28.22	\$29.68
	Bi-Weekly	\$2,004.00	\$2,116.50	\$2,226.00
	Annual	\$52,104.00	\$55,029.00	\$57,876.00
CG-31	Hourly	\$27.74	\$29.24	\$30.82
	Bi-Weekly	\$2,080.50	\$2,193.00	\$2,311.50
	Annual	\$54,093.00	\$57,018.00	\$60,099.00
CG-32	Hourly	\$28.63	\$30.22	\$31.82
	Bi-Weekly	\$2,147.25	\$2,266.50	\$2,386.50
	Annual	\$55,828.50	\$58,929.00	\$62,049.00
CG-33	Hourly	\$29.56	\$31.19	\$32.88
	Bi-Weekly	\$2,217.00	\$2,339.25	\$2,466.00
	Annual	\$57,642.00	\$60,820.50	\$64,116.00
CG-34	Hourly	\$30.55	\$32.27	\$34.03
	Bi-Weekly	\$2,291.25	\$2,420.25	\$2,552.25
	Annual	\$59,572.50	\$62,926.50	\$66,358.50
CG-35	Hourly	\$31.66	\$33.51	\$35.32
	Bi-Weekly	\$2,374.50	\$2,513.25	\$2,649.00
	Annual	\$61,737.00	\$65,344.50	\$68,874.00
CG-36	Hourly	\$32.88	\$34.79	\$36.70
	Bi-Weekly	\$2,466.00	\$2,609.25	\$2,752.50
	Annual	\$64,116.00	\$67,840.50	\$71,565.00
CG-37	Hourly	\$34.05	\$36.05	\$38.04
	Bi-Weekly	\$2,553.75	\$2,703.75	\$2,853.00
	Annual	\$66,397.50	\$70,297.50	\$74,178.00

CG-38	Hourly	\$35.29	\$37.32	\$39.37
	Bi-Weekly	\$2,646.75	\$2,799.00	\$2,952.75
	Annual	\$68,815.50	\$72,774.00	\$76,771.50
CG-39	Hourly	\$36.47	\$38.62	\$40.81
	Bi-Weekly	\$2,735.25	\$2,896.50	\$3,060.75
	Annual	\$71,116.50	\$75,309.00	\$79,579.50
CG-40	Hourly	\$37.65	\$39.91	\$42.12
	Bi-Weekly	\$2,823.75	\$2,993.25	\$3,159.00
	Annual	\$73,417.50	\$77,824.50	\$82,134.00
CG-41	Hourly	\$38.55	\$42.00	\$45.46
	Bi-Weekly	\$2,891.25	\$3,150.00	\$3,409.50
	Annual	\$75,172.50	\$81,900.00	\$88,647.00
CG-42	Hourly	\$39.55	\$43.05	\$46.60
	Bi-Weekly	\$2,966.25	\$3,228.75	\$3,495.00
	Annual	\$77,122.50	\$83,947.50	\$90,870.00
CG-43	Hourly	\$41.03	\$44.70	\$48.39
	Bi-Weekly	\$3,077.25	\$3,352.50	\$3,629.25
	Annual	\$80,008.50	\$87,165.00	\$94,360.50
CG-44	Hourly	\$42.51	\$46.37	\$50.16
	Bi-Weekly	\$3,188.25	\$3,477.75	\$3,762.00
	Annual	\$82,894.50	\$90,421.50	\$97,812.00
CG-45	Hourly	\$44.01	\$48.04	\$51.98
	Bi-Weekly	\$3,300.75	\$3,603.00	\$3,898.50
	Annual	\$85,819.50	\$93,678.00	\$101,361.00
CG-46	Hourly	\$45.91	\$50.09	\$54.25
	Bi-Weekly	\$3,443.25	\$3,756.75	\$4,068.75
	Annual	\$89,524.50	\$97,675.50	\$105,787.50

**NAPE Health Services  
Effective April 1, 2023**

		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	Hourly	\$17.77	\$18.34	\$18.92
	Bi-Weekly	\$1,332.75	\$1,375.50	\$1,419.00
	Annual	\$34,651.50	\$35,763.00	\$36,894.00
CG-09	Hourly	\$17.91	\$18.50	\$19.03
	Bi-Weekly	\$1,343.25	\$1,387.50	\$1,427.25
	Annual	\$34,924.50	\$36,075.00	\$37,108.50
CG-10	Hourly	\$18.04	\$18.60	\$19.19
	Bi-Weekly	\$1,353.00	\$1,395.00	\$1,439.25
	Annual	\$35,178.00	\$36,270.00	\$37,420.50
CG-11	Hourly	\$18.15	\$18.76	\$19.35
	Bi-Weekly	\$1,361.25	\$1,407.00	\$1,451.25
	Annual	\$35,392.50	\$36,582.00	\$37,732.50
CG-12	Hourly	\$18.33	\$18.94	\$19.49
	Bi-Weekly	\$1,374.75	\$1,420.50	\$1,461.75
	Annual	\$35,743.50	\$36,933.00	\$38,005.50
CG-13	Hourly	\$18.50	\$19.10	\$19.75
	Bi-Weekly	\$1,387.50	\$1,432.50	\$1,481.25
	Annual	\$36,075.00	\$37,245.00	\$38,512.50
CG-14	Hourly	\$18.69	\$19.32	\$19.97
	Bi-Weekly	\$1,401.75	\$1,449.00	\$1,497.75
	Annual	\$36,445.50	\$37,674.00	\$38,941.50
CG-15	Hourly	\$18.92	\$19.57	\$20.23
	Bi-Weekly	\$1,419.00	\$1,467.75	\$1,517.25
	Annual	\$36,894.00	\$38,161.50	\$39,448.50
CG-16	Hourly	\$19.13	\$19.85	\$20.49
	Bi-Weekly	\$1,434.75	\$1,488.75	\$1,536.75
	Annual	\$37,303.50	\$38,707.50	\$39,955.50

CG-17	Hourly	\$19.44	\$20.19	\$20.91
	Bi-Weekly	\$1,458.00	\$1,514.25	\$1,568.25
	Annual	\$37,908.00	\$39,370.50	\$40,774.50
CG-18	Hourly	\$19.66	\$20.40	\$21.18
	Bi-Weekly	\$1,474.50	\$1,530.00	\$1,588.50
	Annual	\$38,337.00	\$39,780.00	\$41,301.00
CG-19	Hourly	\$20.05	\$20.87	\$21.64
	Bi-Weekly	\$1,503.75	\$1,565.25	\$1,623.00
	Annual	\$39,097.50	\$40,696.50	\$42,198.00
CG-20	Hourly	\$20.43	\$21.30	\$22.17
	Bi-Weekly	\$1,532.25	\$1,597.50	\$1,662.75
	Annual	\$39,838.50	\$41,535.00	\$43,231.50
CG-21	Hourly	\$20.81	\$21.72	\$22.67
	Bi-Weekly	\$1,560.75	\$1,629.00	\$1,700.25
	Annual	\$40,579.50	\$42,354.00	\$44,206.50
CG-22	Hourly	\$21.20	\$22.19	\$23.25
	Bi-Weekly	\$1,590.00	\$1,664.25	\$1,743.75
	Annual	\$41,340.00	\$43,270.50	\$45,337.50
CG-23	Hourly	\$21.63	\$22.68	\$23.77
	Bi-Weekly	\$1,622.25	\$1,701.00	\$1,782.75
	Annual	\$42,178.50	\$44,226.00	\$46,351.50
CG-24	Hourly	\$22.41	\$23.54	\$24.69
	Bi-Weekly	\$1,680.75	\$1,765.50	\$1,851.75
	Annual	\$43,699.50	\$45,903.00	\$48,145.50
CG-25	Hourly	\$23.31	\$24.48	\$25.68
	Bi-Weekly	\$1,748.25	\$1,836.00	\$1,926.00
	Annual	\$45,454.50	\$47,736.00	\$50,076.00
CG-26	Hourly	\$24.06	\$25.37	\$26.63
	Bi-Weekly	\$1,804.50	\$1,902.75	\$1,997.25
	Annual	\$46,917.00	\$49,471.50	\$51,928.50

CG-27	Hourly	\$24.98	\$26.30	\$27.63
	Bi-Weekly	\$1,873.50	\$1,972.50	\$2,072.25
	Annual	\$48,711.00	\$51,285.00	\$53,878.50
CG-28	Hourly	\$25.87	\$27.24	\$28.65
	Bi-Weekly	\$1,940.25	\$2,043.00	\$2,148.75
	Annual	\$50,446.50	\$53,118.00	\$55,867.50
CG-29	Hourly	\$26.54	\$27.98	\$29.48
	Bi-Weekly	\$1,990.50	\$2,098.50	\$2,211.00
	Annual	\$51,753.00	\$54,561.00	\$57,486.00
CG-30	Hourly	\$27.25	\$28.78	\$30.27
	Bi-Weekly	\$2,043.75	\$2,158.50	\$2,270.25
	Annual	\$53,137.50	\$56,121.00	\$59,026.50
CG-31	Hourly	\$28.29	\$29.82	\$31.44
	Bi-Weekly	\$2,121.75	\$2,236.50	\$2,358.00
	Annual	\$55,165.50	\$58,149.00	\$61,308.00
CG-32	Hourly	\$29.20	\$30.82	\$32.46
	Bi-Weekly	\$2,190.00	\$2,311.50	\$2,434.50
	Annual	\$56,940.00	\$60,099.00	\$63,297.00
CG-33	Hourly	\$30.15	\$31.81	\$33.54
	Bi-Weekly	\$2,261.25	\$2,385.75	\$2,515.50
	Annual	\$58,792.50	\$62,029.50	\$65,403.00
CG-34	Hourly	\$31.16	\$32.92	\$34.71
	Bi-Weekly	\$2,337.00	\$2,469.00	\$2,603.25
	Annual	\$60,762.00	\$64,194.00	\$67,684.50
CG-35	Hourly	\$32.29	\$34.18	\$36.03
	Bi-Weekly	\$2,421.75	\$2,563.50	\$2,702.25
	Annual	\$62,965.50	\$66,651.00	\$70,258.50
CG-36	Hourly	\$33.54	\$35.49	\$37.43
	Bi-Weekly	\$2,515.50	\$2,661.75	\$2,807.25
	Annual	\$65,403.00	\$69,205.50	\$72,988.50
CG-37	Hourly	\$34.73	\$36.77	\$38.80
	Bi-Weekly	\$2,604.75	\$2,757.75	\$2,910.00
	Annual	\$67,723.50	\$71,701.50	\$75,660.00

CG-38	Hourly	\$36.00	\$38.07	\$40.16
	Bi-Weekly	\$2,700.00	\$2,855.25	\$3,012.00
	Annual	\$70,200.00	\$74,236.50	\$78,312.00
CG-39	Hourly	\$37.20	\$39.39	\$41.63
	Bi-Weekly	\$2,790.00	\$2,954.25	\$3,122.25
	Annual	\$72,540.00	\$76,810.50	\$81,178.50
CG-40	Hourly	\$38.40	\$40.71	\$42.96
	Bi-Weekly	\$2,880.00	\$3,053.25	\$3,222.00
	Annual	\$74,880.00	\$79,384.50	\$83,772.00
CG-41	Hourly	\$39.32	\$42.84	\$46.37
	Bi-Weekly	\$2,949.00	\$3,213.00	\$3,477.75
	Annual	\$76,674.00	\$83,538.00	\$90,421.50
CG-42	Hourly	\$40.34	\$43.91	\$47.53
	Bi-Weekly	\$3,025.50	\$3,293.25	\$3,564.75
	Annual	\$78,663.00	\$85,624.50	\$92,683.50
CG-43	Hourly	\$41.85	\$45.59	\$49.36
	Bi-Weekly	\$3,138.75	\$3,419.25	\$3,702.00
	Annual	\$81,607.50	\$88,900.50	\$96,252.00
CG-44	Hourly	\$43.36	\$47.30	\$51.16
	Bi-Weekly	\$3,252.00	\$3,547.50	\$3,837.00
	Annual	\$84,552.00	\$92,235.00	\$99,762.00
CG-45	Hourly	\$44.89	\$49.00	\$53.02
	Bi-Weekly	\$3,366.75	\$3,675.00	\$3,976.50
	Annual	\$87,535.50	\$95,550.00	\$103,389.00
CG-46	Hourly	\$46.83	\$51.09	\$55.34
	Bi-Weekly	\$3,512.25	\$3,831.75	\$4,150.50
	Annual	\$91,318.50	\$99,625.50	\$107,913.00

**NAPE Health Services  
Effective April 1, 2024**

		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	Hourly	\$18.13	\$18.71	\$19.30
	Bi-Weekly	\$1,359.75	\$1,403.25	\$1,447.50
	Annual	\$35,353.50	\$36,484.50	\$37,635.00
CG-09	Hourly	\$18.27	\$18.87	\$19.41
	Bi-Weekly	\$1,370.25	\$1,415.25	\$1,455.75
	Annual	\$35,626.50	\$36,796.50	\$37,849.50
CG-10	Hourly	\$18.40	\$18.97	\$19.57
	Bi-Weekly	\$1,380.00	\$1,422.75	\$1,467.75
	Annual	\$35,880.00	\$36,991.50	\$38,161.50
CG-11	Hourly	\$18.51	\$19.14	\$19.74
	Bi-Weekly	\$1,388.25	\$1,435.50	\$1,480.50
	Annual	\$36,094.50	\$37,323.00	\$38,493.00
CG-12	Hourly	\$18.70	\$19.32	\$19.88
	Bi-Weekly	\$1,402.50	\$1,449.00	\$1,491.00
	Annual	\$36,465.00	\$37,674.00	\$38,766.00
CG-13	Hourly	\$18.87	\$19.48	\$20.15
	Bi-Weekly	\$1,415.25	\$1,461.00	\$1,511.25
	Annual	\$36,796.50	\$37,986.00	\$39,292.50
CG-14	Hourly	\$19.06	\$19.71	\$20.37
	Bi-Weekly	\$1,429.50	\$1,478.25	\$1,527.75
	Annual	\$37,167.00	\$38,434.50	\$39,721.50
CG-15	Hourly	\$19.30	\$19.96	\$20.63
	Bi-Weekly	\$1,447.50	\$1,497.00	\$1,547.25
	Annual	\$37,635.00	\$38,922.00	\$40,228.50
CG-16	Hourly	\$19.51	\$20.25	\$20.90
	Bi-Weekly	\$1,463.25	\$1,518.75	\$1,567.50
	Annual	\$38,044.50	\$39,487.50	\$40,755.00

CG-17	Hourly	\$19.83	\$20.59	\$21.33
	Bi-Weekly	\$1,487.25	\$1,544.25	\$1,599.75
	Annual	\$38,668.50	\$40,150.50	\$41,593.50
CG-18	Hourly	\$20.05	\$20.81	\$21.60
	Bi-Weekly	\$1,503.75	\$1,560.75	\$1,620.00
	Annual	\$39,097.50	\$40,579.50	\$42,120.00
CG-19	Hourly	\$20.45	\$21.29	\$22.07
	Bi-Weekly	\$1,533.75	\$1,596.75	\$1,655.25
	Annual	\$39,877.50	\$41,515.50	\$43,036.50
CG-20	Hourly	\$20.84	\$21.73	\$22.61
	Bi-Weekly	\$1,563.00	\$1,629.75	\$1,695.75
	Annual	\$40,638.00	\$42,373.50	\$44,089.50
CG-21	Hourly	\$21.23	\$22.15	\$23.12
	Bi-Weekly	\$1,592.25	\$1,661.25	\$1,734.00
	Annual	\$41,398.50	\$43,192.50	\$45,084.00
CG-22	Hourly	\$21.62	\$22.63	\$23.72
	Bi-Weekly	\$1,621.50	\$1,697.25	\$1,779.00
	Annual	\$42,159.00	\$44,128.50	\$46,254.00
CG-23	Hourly	\$22.06	\$23.13	\$24.25
	Bi-Weekly	\$1,654.50	\$1,734.75	\$1,818.75
	Annual	\$43,017.00	\$45,103.50	\$47,287.50
CG-24	Hourly	\$22.86	\$24.01	\$25.18
	Bi-Weekly	\$1,714.50	\$1,800.75	\$1,888.50
	Annual	\$44,577.00	\$46,819.50	\$49,101.00
CG-25	Hourly	\$23.78	\$24.97	\$26.19
	Bi-Weekly	\$1,783.50	\$1,872.75	\$1,964.25
	Annual	\$46,371.00	\$48,691.50	\$51,070.50
CG-26	Hourly	\$24.54	\$25.88	\$27.16
	Bi-Weekly	\$1,840.50	\$1,941.00	\$2,037.00
	Annual	\$47,853.00	\$50,466.00	\$52,962.00



CG-27	Hourly	\$25.48	\$26.83	\$28.18
	Bi-Weekly	\$1,911.00	\$2,012.25	\$2,113.50
	Annual	\$49,686.00	\$52,318.50	\$54,951.00
CG-28	Hourly	\$26.39	\$27.78	\$29.22
	Bi-Weekly	\$1,979.25	\$2,083.50	\$2,191.50
	Annual	\$51,460.50	\$54,171.00	\$56,979.00
CG-29	Hourly	\$27.07	\$28.54	\$30.07
	Bi-Weekly	\$2,030.25	\$2,140.50	\$2,255.25
	Annual	\$52,786.50	\$55,653.00	\$58,636.50
CG-30	Hourly	\$27.80	\$29.36	\$30.88
	Bi-Weekly	\$2,085.00	\$2,202.00	\$2,316.00
	Annual	\$54,210.00	\$57,252.00	\$60,216.00
CG-31	Hourly	\$28.86	\$30.42	\$32.07
	Bi-Weekly	\$2,164.50	\$2,281.50	\$2,405.25
	Annual	\$56,277.00	\$59,319.00	\$62,536.50
CG-32	Hourly	\$29.78	\$31.44	\$33.11
	Bi-Weekly	\$2,233.50	\$2,358.00	\$2,483.25
	Annual	\$58,071.00	\$61,308.00	\$64,564.50
CG-33	Hourly	\$30.75	\$32.45	\$34.21
	Bi-Weekly	\$2,306.25	\$2,433.75	\$2,565.75
	Annual	\$59,962.50	\$63,277.50	\$66,709.50
CG-34	Hourly	\$31.78	\$33.58	\$35.40
	Bi-Weekly	\$2,383.50	\$2,518.50	\$2,655.00
	Annual	\$61,971.00	\$65,481.00	\$69,030.00
CG-35	Hourly	\$32.94	\$34.86	\$36.75
	Bi-Weekly	\$2,470.50	\$2,614.50	\$2,756.25
	Annual	\$64,233.00	\$67,977.00	\$71,662.50
CG-36	Hourly	\$34.21	\$36.20	\$38.18
	Bi-Weekly	\$2,565.75	\$2,715.00	\$2,863.50
	Annual	\$66,709.50	\$70,590.00	\$74,451.00
CG-37	Hourly	\$35.42	\$37.51	\$39.58
	Bi-Weekly	\$2,656.50	\$2,813.25	\$2,968.50
	Annual	\$69,069.00	\$73,144.50	\$77,181.00

CG-38	Hourly	\$36.72	\$38.83	\$40.96
	Bi-Weekly	\$2,754.00	\$2,912.25	\$3,072.00
	Annual	\$71,604.00	\$75,718.50	\$79,872.00
CG-39	Hourly	\$37.94	\$40.18	\$42.46
	Bi-Weekly	\$2,845.50	\$3,013.50	\$3,184.50
	Annual	\$73,983.00	\$78,351.00	\$82,797.00
CG-40	Hourly	\$39.17	\$41.52	\$43.82
	Bi-Weekly	\$2,937.75	\$3,114.00	\$3,286.50
	Annual	\$76,381.50	\$80,964.00	\$85,449.00
CG-41	Hourly	\$40.11	\$43.70	\$47.30
	Bi-Weekly	\$3,008.25	\$3,277.50	\$3,547.50
	Annual	\$78,214.50	\$85,215.00	\$92,235.00
CG-42	Hourly	\$41.15	\$44.79	\$48.48
	Bi-Weekly	\$3,086.25	\$3,359.25	\$3,636.00
	Annual	\$80,242.50	\$87,340.50	\$94,536.00
CG-43	Hourly	\$42.69	\$46.50	\$50.35
	Bi-Weekly	\$3,201.75	\$3,487.50	\$3,776.25
	Annual	\$83,245.50	\$90,675.00	\$98,182.50
CG-44	Hourly	\$44.23	\$48.25	\$52.18
	Bi-Weekly	\$3,317.25	\$3,618.75	\$3,913.50
	Annual	\$86,248.50	\$94,087.50	\$101,751.00
CG-45	Hourly	\$45.79	\$49.98	\$54.08
	Bi-Weekly	\$3,434.25	\$3,748.50	\$4,056.00
	Annual	\$89,290.50	\$97,461.00	\$105,456.00
CG-46	Hourly	\$47.77	\$52.11	\$56.45
	Bi-Weekly	\$3,582.75	\$3,908.25	\$4,233.75
	Annual	\$93,151.50	\$101,614.50	\$110,077.50

**NAPE Health Services  
Effective April 1, 2025**

		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	Hourly	\$18.49	\$19.08	\$19.69
	Bi-Weekly	\$1,386.75	\$1,431.00	\$1,476.75
	Annual	\$36,055.50	\$37,206.00	\$38,395.50
CG-09	Hourly	\$18.64	\$19.25	\$19.80
	Bi-Weekly	\$1,398.00	\$1,443.75	\$1,485.00
	Annual	\$36,348.00	\$37,537.50	\$38,610.00
CG-10	Hourly	\$18.77	\$19.35	\$19.96
	Bi-Weekly	\$1,407.75	\$1,451.25	\$1,497.00
	Annual	\$36,601.50	\$37,732.50	\$38,922.00
CG-11	Hourly	\$18.88	\$19.52	\$20.13
	Bi-Weekly	\$1,416.00	\$1,464.00	\$1,509.75
	Annual	\$36,816.00	\$38,064.00	\$39,253.50
CG-12	Hourly	\$19.07	\$19.71	\$20.28
	Bi-Weekly	\$1,430.25	\$1,478.25	\$1,521.00
	Annual	\$37,186.50	\$38,434.50	\$39,546.00
CG-13	Hourly	\$19.25	\$19.87	\$20.55
	Bi-Weekly	\$1,443.75	\$1,490.25	\$1,541.25
	Annual	\$37,537.50	\$38,746.50	\$40,072.50
CG-14	Hourly	\$19.44	\$20.10	\$20.78
	Bi-Weekly	\$1,458.00	\$1,507.50	\$1,558.50
	Annual	\$37,908.00	\$39,195.00	\$40,521.00
CG-15	Hourly	\$19.69	\$20.36	\$21.04
	Bi-Weekly	\$1,476.75	\$1,527.00	\$1,578.00
	Annual	\$38,395.50	\$39,702.00	\$41,028.00
CG-16	Hourly	\$19.90	\$20.66	\$21.32
	Bi-Weekly	\$1,492.50	\$1,549.50	\$1,599.00
	Annual	\$38,805.00	\$40,287.00	\$41,574.00

CG-17	Hourly	\$20.23	\$21.00	\$21.76
	Bi-Weekly	\$1,517.25	\$1,575.00	\$1,632.00
	Annual	\$39,448.50	\$40,950.00	\$42,432.00
CG-18	Hourly	\$20.45	\$21.23	\$22.03
	Bi-Weekly	\$1,533.75	\$1,592.25	\$1,652.25
	Annual	\$39,877.50	\$41,398.50	\$42,958.50
CG-19	Hourly	\$20.86	\$21.72	\$22.51
	Bi-Weekly	\$1,564.50	\$1,629.00	\$1,688.25
	Annual	\$40,677.00	\$42,354.00	\$43,894.50
CG-20	Hourly	\$21.26	\$22.16	\$23.06
	Bi-Weekly	\$1,594.50	\$1,662.00	\$1,729.50
	Annual	\$41,457.00	\$43,212.00	\$44,967.00
CG-21	Hourly	\$21.65	\$22.59	\$23.58
	Bi-Weekly	\$1,623.75	\$1,694.25	\$1,768.50
	Annual	\$42,217.50	\$44,050.50	\$45,981.00
CG-22	Hourly	\$22.05	\$23.08	\$24.19
	Bi-Weekly	\$1,653.75	\$1,731.00	\$1,814.25
	Annual	\$42,997.50	\$45,006.00	\$47,170.50
CG-23	Hourly	\$22.50	\$23.59	\$24.74
	Bi-Weekly	\$1,687.50	\$1,769.25	\$1,855.50
	Annual	\$43,875.00	\$46,000.50	\$48,243.00
CG-24	Hourly	\$23.32	\$24.49	\$25.68
	Bi-Weekly	\$1,749.00	\$1,836.75	\$1,926.00
	Annual	\$45,474.00	\$47,755.50	\$50,076.00
CG-25	Hourly	\$24.26	\$25.47	\$26.71
	Bi-Weekly	\$1,819.50	\$1,910.25	\$2,003.25
	Annual	\$47,307.00	\$49,666.50	\$52,084.50
CG-26	Hourly	\$25.03	\$26.40	\$27.70
	Bi-Weekly	\$1,877.25	\$1,980.00	\$2,077.50
	Annual	\$48,808.50	\$51,480.00	\$54,015.00

CG-27	Hourly	\$25.99	\$27.37	\$28.74
	Bi-Weekly	\$1,949.25	\$2,052.75	\$2,155.50
	Annual	\$50,680.50	\$53,371.50	\$56,043.00
CG-28	Hourly	\$26.92	\$28.34	\$29.80
	Bi-Weekly	\$2,019.00	\$2,125.50	\$2,235.00
	Annual	\$52,494.00	\$55,263.00	\$58,110.00
CG-29	Hourly	\$27.61	\$29.11	\$30.67
	Bi-Weekly	\$2,070.75	\$2,183.25	\$2,300.25
	Annual	\$53,839.50	\$56,764.50	\$59,806.50
CG-30	Hourly	\$28.36	\$29.95	\$31.50
	Bi-Weekly	\$2,127.00	\$2,246.25	\$2,362.50
	Annual	\$55,302.00	\$58,402.50	\$61,425.00
CG-31	Hourly	\$29.44	\$31.03	\$32.71
	Bi-Weekly	\$2,208.00	\$2,327.25	\$2,453.25
	Annual	\$57,408.00	\$60,508.50	\$63,784.50
CG-32	Hourly	\$30.38	\$32.07	\$33.77
	Bi-Weekly	\$2,278.50	\$2,405.25	\$2,532.75
	Annual	\$59,241.00	\$62,536.50	\$65,851.50
CG-33	Hourly	\$31.37	\$33.10	\$34.89
	Bi-Weekly	\$2,352.75	\$2,482.50	\$2,616.75
	Annual	\$61,171.50	\$64,545.00	\$68,035.50
CG-34	Hourly	\$32.42	\$34.25	\$36.11
	Bi-Weekly	\$2,431.50	\$2,568.75	\$2,708.25
	Annual	\$63,219.00	\$66,787.50	\$70,414.50
CG-35	Hourly	\$33.60	\$35.56	\$37.49
	Bi-Weekly	\$2,520.00	\$2,667.00	\$2,811.75
	Annual	\$65,520.00	\$69,342.00	\$73,105.50
CG-36	Hourly	\$34.89	\$36.92	\$38.94
	Bi-Weekly	\$2,616.75	\$2,769.00	\$2,920.50
	Annual	\$68,035.50	\$71,994.00	\$75,933.00
CG-37	Hourly	\$36.13	\$38.26	\$40.37
	Bi-Weekly	\$2,709.75	\$2,869.50	\$3,027.75
	Annual	\$70,453.50	\$74,607.00	\$78,721.50

CG-38	Hourly	\$37.45	\$39.61	\$41.78
	Bi-Weekly	\$2,808.75	\$2,970.75	\$3,133.50
	Annual	\$73,027.50	\$77,239.50	\$81,471.00
CG-39	Hourly	\$38.70	\$40.98	\$43.31
	Bi-Weekly	\$2,902.50	\$3,073.50	\$3,248.25
	Annual	\$75,465.00	\$79,911.00	\$84,454.50
CG-40	Hourly	\$39.95	\$42.35	\$44.70
	Bi-Weekly	\$2,996.25	\$3,176.25	\$3,352.50
	Annual	\$77,902.50	\$82,582.50	\$87,165.00
CG-41	Hourly	\$40.91	\$44.57	\$48.25
	Bi-Weekly	\$3,068.25	\$3,342.75	\$3,618.75
	Annual	\$79,774.50	\$86,911.50	\$94,087.50
CG-42	Hourly	\$41.97	\$45.69	\$49.45
	Bi-Weekly	\$3,147.75	\$3,426.75	\$3,708.75
	Annual	\$81,841.50	\$89,095.50	\$96,427.50
CG-43	Hourly	\$43.54	\$47.43	\$51.36
	Bi-Weekly	\$3,265.50	\$3,557.25	\$3,852.00
	Annual	\$84,903.00	\$92,488.50	\$100,152.00
CG-44	Hourly	\$45.11	\$49.22	\$53.22
	Bi-Weekly	\$3,383.25	\$3,691.50	\$3,991.50
	Annual	\$87,964.50	\$95,979.00	\$103,779.00
CG-45	Hourly	\$46.71	\$50.98	\$55.16
	Bi-Weekly	\$3,503.25	\$3,823.50	\$4,137.00
	Annual	\$91,084.50	\$99,411.00	\$107,562.00
CG-46	Hourly	\$48.73	\$53.15	\$57.58
	Bi-Weekly	\$3,654.75	\$3,986.25	\$4,318.50
	Annual	\$95,023.50	\$103,642.50	\$112,281.00

SCHEDULE A (continued)  
Classifications in HS Bargaining Unit

CLASSIFICATION TITLE	CLASS SPEC	PAY #RANGE
Accountant I	B001	CG-29
Accountant ID	B005	CG-33
Accounting Clerk I	B006	CG-25
Accounting Clerk II	B007	CG-26
Addictions Counsellor I	H001	CG-39
Addictions Counsellor II	H007	CG-45
Addictions Officer	H008	CG-39
Administrative Officer I	B008	CG-27
Administrative Officer IA	B009	CG-28
Administrative Officer IB	B277	CG-29
Advanced Care Paramedic	H009	CG-37
Aircraft Dispatcher I	L002	CG-28
Ambulance Dispatcher II	L005	CG-32
Ambulance Operator/Attendant	H010	CG-25
Audiology Technician	H022	CG-26
Audio Visual Equipment Technician	B020	CG-26
Audio Visual Specialist	B021	CG-28
Auto Mechanic	J009	CG-29
Autopsy Assistant	H024	CG-21
Beautician I	L008	CG-24
Beautician II	L009	CG-25
Behaviour Management Specialist	H025	CG-37
Biomedical Engineering Technologist I	H026	CG-31
Biomedical Engineering Technologist II	H031	CG-36
Boiler Plant Operator	L010	CG-23
Buyer I	B036	CG-26
Buyer II	B037	CG-27
Buyer IIA	B038	CG-28
Buyer III	B039	CG-29
Buyer IIIC	B271	CG-32
Cardiovascular Perfusion Technologist	H037	CG-39
Cardiovascular Perfusion Technologist A	H297	CG-40
Child Management Specialist	H041	CG-38
Child Youth Care Worker	H042	CG-29
Child Youth Care Worker A	H331	CG-30
Child Youth Care Worker B	H308	CG-31
Clerk I	B046	CG-15
Clerk IA	B047	CG-16
Clerk ID	B050	CG-19
Clerk IE	B051	CG-20
Clerk II	B054	CG-23

Clerk III	B055	CG-24
Clerk IIIA	B056	CG-25
Clerk IIIB	B057	CG-26
Clerk IV	B058	CG-27
Clerk IVA	B059	CG-28
Clerk IVB	B060	CG-29
Clerk Stenographer I	B061	CG-22
Clerk Stenographer II	B062	CG-23
Clerk Stenographer III	B064	CG-25
Clerk Typist I	B066	CG-22
Clerk Typist II	B067	CG-23
Clerk Typist III	B070	CG-26
Clinical Dietitian I	H043	CG-40
Community Health Educator	E011	CG-39
Community Services Worker	B072	CG-29
Computer Operator I	B073	CG-24
Computer Operator II	B074	CG-24
Computer Programmer I	B075	CG-27
Computer Programmer II	B077	CG-29
Computer Programmer/Analyst	B078	CG-35
Computer Support Specialist	B079	CG-29
Computer Support Specialist D	B317	CG-33
Computer Support Technician	B080	CG-27
Computer Systems Analyst I	B081	CG-37
Computer Systems Analyst II	B084	CG-39
Cook Helper	L013	CG-18
Cook I	J020	CG-25
Cook II	J023	CG-28
Coordinator Assessments & Placements	H084	CG-38
Data Entry Operator	B090	CG-23
Database Analyst	B088	CG-42
Dental Assistant I	H086	CG-23
Dental Assistant II	H090	CG-27
Dental Assistant IIA	H328	CG-28
Dental Hygienist II	H091	CG-28
Dental Technician	H092	CG-27
Departmental Programme Coordinator	B093	CG-29
Departmental Programme Coordinator C	B096	CG-32
Departmental Programme Coordinator D	B097	CG-33
Domestic Worker	L016	CG-19
Domestic Worker Lead Hand	L134	CG-25
Domestic Worker M	L136	CG-18
Duplicating Equipment Operator	B099	CG-19
Electronic Content Management Coordinator	E015	CG-33
Electronics Technician	L017	CG-27
Equipment Operator I	L024	CG-21



Equipment Operator II	L025	CG-21
Equipment Operator IIB	L027	CG-23
Equipment Operator III	L033	CG-23
Farming/Building Maintenance Worker	L034	CG-25
Financial Collections Officer	B116	CG-27
Food Operations Supervisor I	L035	CG-28
Food Operations Supervisor IA	L140	CG-29
Food Service Supervisor	L036	CG-26
Food Service Worker I	L037	CG-20
Food Service Worker II	L038	CG-21
Gardener I	L044	CG-16
Health Education Assistant	H117	CG-23
Health Records Analyst	E017	CG-27
Health Records Analyst A	E084	CG-28
Homemaker	L053	CG-23
Homemaker C	L056	CG-26
Hospital Admitting Clerk I	H118	CG-23
Hospital Admitting Clerk II	H122	CG-27
Information Management Analyst	E019	CG-36
Information Management Technician I	E020	CG-23
Information Management Technician II	E024	CG-27
Information Management Technician IIA	E025	CG-28
Instructional Materials Development Specialist	E097	CG-33
Instructional Materials Development Specialist/ Librarian	E033	CG-36
Job Opportunities Officer	B134	CG-29
Labourer I	L058	CG-17
LAN Administrator	B136	CG-36
Laundry Supervisor I	L066	CG-25
Laundry Worker I	L067	CG-18
Laundry Worker II	L068	CG-18
Laundry Worker III	L069	CG-19
Librarian I	E035	CG-37
Librarian II	E036	CG-37
Librarian III	E040	CG-41
Library Assistant	E041	CG-22
Library Clerk	E042	CG-21
Library Technician I	E043	CG-24
Library Technician II	E044	CG-24
Library Technician III	E047	CG-27
Licensed Practical Nurse I	H142	CG-29
Licensed Practical Nurse II	H146	CG-33
Mail and Messenger Clerk I	B141	CG-14
Mail and Messenger Clerk II	B146	CG-19
Maintenance Repairer	L079	CG-22
Management Analyst I	B149	CG-26

Management Analyst II	B153	CG-30
Management Analyst IIA	B292	CG-31
Management Analyst IIC	B293	CG-33
Management Analyst IID	B294	CG-34
Medical Equipment Repairer	L083	CG-21
Medical Examiner Investigator	H323	CG-37
Medical Records Technician IA	E052	CG-27
Medical Records Technician I	E051	CG-26
Medical Records Technician IB	E053	CG-28
Medical Records Technician II	E054	CG-29
Medical Records Technician IID	E058	CG-33
Medical Services Aide	H149	CG-19
Mental Health Counsellor	H151	CG-39
Mental Health Crisis Intervener	H152	CG-35
Occupational Health & Safety Officer II	P079	CG-36
Occupational Therapy Support Worker	H180	CG-28
Offset Press Operator I	L084	CG-23
Offset Press Operator IA	L085	CG-24
Offset Press Operator II	L087	CG-26
Operating Room Technician	H181	CG-29
Ophthalmologist Assistant	H182	CG-24
Ophthalmologist Assistant A	H329	CG-25
Organizational Budget Analyst	B184	CG-28
Orthopaedic Technician	H183	CG-28
Orthopaedic Technologist	H184	CG-29
Painter/Plasterer	J034	CG-26
Payroll Clerk I	B185	CG-25
Payroll Clerk II	B187	CG-27
Payroll Clerk III	B189	CG-29
Payroll Officer I	B190	CG-25
Payroll Officer II	B192	CG-27
Personal Care Attendant	H188	CG-24
Pharmacy Assistant	H311	CG-26
Pharmacy Technician	H189	CG-29
Photographic Technician (Ophthalmology)	H191	CG-24
Physiotherapy Support Worker	H192	CG-28
Policy, Planning and Research Analyst	B208	CG-35
Policy, Planning and Research Analyst B	B278	CG-37
Power Engineer 3rd Class	L090	CG-26
Power Engineer 3rd Class (Lead Hand)	L139	CG-29
Power Engineer 4th Class	L091	CG-25
Power Engineer 4th Class (Shift-in-Charge)	L092	CG-27
Primary Care Paramedic	H186	CG-29
Printing Production Worker I	L095	CG-18
Prosthetic/Orthotic Technician I	H194	CG-22
Prosthetic/Orthotic Technician II	H198	CG-26

Prosthetic/Orthotic Technician III	H201	CG-29
Prosthetic/Orthotic Technician IV	H202	CG-29
Prosthetic/Orthotic Technician IVB	H296	CG-31
Prosthetic/Orthotic Technician IVC	H298	CG-32
Psychiatric Licensed Practical Nurse I	H214	CG-28
Psychiatric Licensed Practical Nurse II	H215	CG-29
Psychiatric Licensed Practical Nurse III	H217	CG-31
Psychiatric Licensed Practical Nurse IIIC	H220	CG-34
Psychiatric Therapy Aide	H228	CG-28
Radio Telephone Operator	B214	CG-25
Recreation Therapy Worker I	H240	CG-24
Recreation Therapy Worker II	H245	CG-29
Recreation Therapy Worker III	H246	CG-29
Recreation Development Specialist I	H247	CG-36
Recreation Development Specialist II	H250	CG-39
Regional Building Automation Technologist	D087	CG-31
Regional Nutritionist	H253	CG-41
Residential Housekeeper	L106	CG-22
Respiratory Technician	H256	CG-28
Safety and Security Monitor	H264	CG-18
Seamstress I	L107	CG-22
Seamstress II	L109	CG-24
Secretary I	B218	CG-25
Secretary II	B219	CG-26
Security Guard	L110	CG-23
Senior Child Youth Care Worker	H265	CG-35
Senior Child Behaviour Management Specialist	H266	CG-43
Senior Policy, Planning and Research Analyst	B225	CG-40
Senior Systems Analyst	B228	CG-42
Senior Systems Analyst A	B301	CG-43
Social Assistance Worker	B230	CG-29
Social Assistance Worker B	B280	CG-31
Social Service Worker	H267	CG-27
Social Work Program Coordinator	H268	CG-43
Social Worker I	H269	CG-39
Social Worker II	H272	CG-42
Social Worker III	H273	CG-43
Speech Language Pathologist Assistant	H274	CG-26
Staff Training & Development Coordinator	E072	CG-37
Statistician I	B323	CG-30
Statistician IA	B233	CG-31
Statistician II	B238	CG-36
Stenographer I	B239	CG-23
Stenographer II	B242	CG-26
Stenographer III	B244	CG-28
Sterile Supply Technician	H281	CG-22

Sterile Supply Technician B	H333	CG-24
Stockhandler	B245	CG-19
Stockhandler B	B312	CG-21
Storekeeper I	B246	CG-24
Storekeeper II	B247	CG-25
Storekeeper IM	B304	CG-23
Switchboard Operator I	B251	CG-19
Switchboard Operator II	B253	CG-21
Switchboard Operator IID	B307	CG-25
Trades Helper	L125	CG-17
Trades Worker I	J036	CG-24
Trades Worker IA	J037	CG-25
Trades Worker IE	J041	CG-29
Trades Worker II	J042	CG-29
Trades Worker IIA	J043	CG-29
Trades Worker III	J049	CG-35
Trades Worker IIIA	J056	CG-36
Training Officer	E075	CG-37
Training Specialist	E076	CG-33
Transition House Counsellor	H283	CG-33
Treatment Attendant I	H284	CG-27
Treatment Attendant II	H285	CG-28
Treatment Attendant IIA	H330	CG-29
Typist I	B266	CG-23
Typist II	B267	CG-23
Urodynamics Technician	H286	CG-32
Urology Technician I	H287	CG-29
Urology Technician II	H292	CG-34
Utility Worker I	L128	CG-19
Utility Worker II	L131	CG-22
Video Producer	B314	CG-29
Video Producer B	B315	CG-31
Vocational Program Coordinator	P094	CG-36
Watchperson	L132	CG-20
Word Processing Equipment Operator I	B269	CG-22
Word Processing Equipment Operator II	B270	CG-23
Youth Care Counsellor	P097	CG-34

Where the Classification, Organization and Management Division of Treasury Board has changed the name of a classification or created a new classification, the changes shall be referenced in Schedule A.

**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)  
 Stenographer II (Personnel)  
 Bursary 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. Pleasant View Towers Bargaining Unit  
 Staff Clerk  
 Stenographer II (Confidential Secretary to the Administrator)
5. Newfoundland and Labrador Youth Centre (Whitbourne)  
 Clerk II (Staff Clerk)
6. Pte Josiah Squibb Memorial Pavilion Bargaining Unit  
 Clerk Stenographer II (Confidential Secretary to Administrator)
7. Youth/Correctional Centre (Pleasantville)  
 Staff Clerk
8. Pleasant View Towers 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) Eastern Regional Health Authority  
Agnes Pratt Home  
Avalon Health Care Institutions Board  
Eastern Health and Community Services Board  
Health and Community Services – St. John’s Region  
Health Care Corporation of St. John’s  
Newfoundland Cancer Treatment and Research Foundation  
Peninsulas Health Care Corporation  
Pleasant View Towers  
St. Luke’s Home  
Central Regional Health Authority  
Labrador Grenfell Regional Health Authority
- (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.

Newfoundland and Labrador Youth Centre, Whitbourne  
Newfoundland and Labrador Youth Centre, Pleasantville  
Department of Health and Community Services  
Department of Justice and Public Safety  
Department of Education and Early Childhood Development  
Department of Children, Seniors and Social Development  
Department of Fisheries and Land Resources

## **SCHEDULE D**

### **SUMMARY OF GROUP INSURANCE BENEFITS FOR MEMBERS OF THE GOVERNMENT OF NEWFOUNDLAND AND LABRADOR PLAN**

The online “Employee/Retiree Benefits” booklet contains a more detailed description of the benefits and the member’s responsibilities under the Plan. The following summary has been prepared to outline the basic content of the Plan only, as contractual provisions specified within the group insurance policies prevail. You may also refer to the Government website at [http://www.exec.gov.nl.ca/exec/tbs/working\\_with\\_us/employee\\_benefits.html](http://www.exec.gov.nl.ca/exec/tbs/working_with_us/employee_benefits.html) for further information.

#### **BENEFITS**

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

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

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

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

In the event of the death of your spouse or dependent child from any cause whatsoever, while you and your dependents are insured under the plan, the insurance company will pay you \$10,000 in respect of your spouse and \$5,000 in respect of each insured dependent child. This applies to those employees with family health coverage only.

##### **BASIC 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 or Loss of Use of:**

- Life
- Sight of One Eye
- Speech
- One Arm
- One Leg
- One Hand
- One Foot

**66 2/3% of Principal Sum for Loss of or Loss of Use of:**

- Hearing in One Ear
- Thumb and Index Finger
- Four Fingers of One Hand

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

- All Toes of One Foot

**200% of Principal Sum for Loss of Use:**

- 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)

"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.

No benefits are paid for injury or death resulting from:

- suicide while sane or insane;
- intentionally self-inflicted injury or suicide;
- viral or bacterial infections, except pyogenic infections occurring through the injury from which loss is being claimed;
- any form of illness or physical or mental infirmity;
- medical or surgical treatment;
- service, including part-time or temporary service, in the armed forces of any country;
- war, insurrection or voluntary participation in a riot;
- air travel serving as a crew member, or in aircraft owned, leased or rented by your employer, or air travel where the aircraft is not licensed or the pilot is not certified to operate the aircraft.

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

Repatriation Benefit	Occupational Training Benefit	Identification Benefit
Wheelchair Benefit	Seat Belt Benefit	Funeral Expense Benefit
Education Benefit	Hospital Confinement Benefit	Workplace Modification Benefit
Weekly Benefit	Daycare Benefit	Family Transportation Benefit
Business Venture Benefit		

### **WAIVER OF PREMIUM PROVISION**

If an insured member becomes totally disabled before age 65, the group life, dependent life, accidental death and dismemberment, voluntary accidental death and dismemberment, voluntary term life insurance, and critical illness may be continued to age 65 without payment of premiums. To have premiums waived, claims forms must be submitted with 10 months from date of disability and the employee must be totally disabled for at least 119 calendar days.

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

#### **Hospital Benefit**

If you or any of your insured dependents are confined in a hospital coverage is provided at 100% to a covered maximum of \$85 per day.

#### **Prescription Drug Benefit**

The program will pay the ingredient cost of eligible drugs (including oral contraceptives and insulin), you are responsible to pay the co-pay, which will be the equivalent of the pharmacist's dispensing fee plus any applicable surcharge over the ingredient cost. 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. The Government of Newfoundland and Labrador, through a consultation process with the insurer and drug experts, determines the drugs that are covered under the plan, and typically follows the recommendations of The Canadian Expert Drug Advisory Committee. There is no guarantee or obligation expressed or implied that all drugs recommended by physicians will be covered by the plan. Some drugs may require special authorization, details of the special authorization process are outlined in the online "Employee/Retiree Benefits" booklet.

#### **Vision Care Benefit**

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

- a) Charges for eye examinations performed by an Ophthalmologist or Optometrist where the Medicare plan does not cover such services, limited to one such expense in a calendar year for dependent children under age 18, and once in two calendar years for all other insured persons. Coverage is provided at 80% to a covered maximum of \$70.

- b) 100% of the maximum covered expense of \$150 for single vision lenses and frames, \$200 for bifocal lenses and frames and \$250 for trifocal and progressive adaptive lenses and frames every three calendar years. **For dependent children under age 18 expenses are eligible once in a calendar year provided there is a change in the strength of their prescription.** 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) 100% of the maximum covered expense of \$250 every two calendar years for the purchase of contact lenses when prescribed for severe corneal scarring, keratoconus or aphakia and if the cornea is impaired so that visual acuity cannot be improved to at least to 20/40 level in the better eye with eyeglasses.
- d) one pair of eyeglasses when prescribed by an Ophthalmologist following non-refractive eye surgery, to 100% 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, bifocal, trifocal or progressive adaptive lenses 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. Records indicate that costs vary amongst dispensaries throughout the province; therefore, it is suggested that you check with several optical dispensaries before finalizing your purchase.

### **Extended Health Benefit**

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

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

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

- Expenses private insurers are not permitted to cover by law
- Services or supplies for which a charge is made only because you have insurance coverage

- The portion of the expense for services or supplies that is payable by the government public health plan in your home province, whether or not you are actually covered under the government public health plan
- Any portion of services or supplies which you are entitled to receive, or for which you are entitled to a benefit or reimbursement, by law or under a plan that is legislated, funded, or administered in whole or in part by a provincial / federal government plan, without regard to whether coverage would have otherwise been available under this plan
- Services or supplies that do not represent reasonable treatment
- Services or supplies associated with:
  - treatment performed only for cosmetic purposes
  - recreation or sports rather than with other daily living activities
  - the diagnosis or treatment of infertility
  - contraception, other than contraceptive drugs and products containing a contraceptive drug
- Services or supplies associated with a covered service or supply, unless specifically listed as a covered service or supply or determined by Great-West Life to be a covered service or supply
- Extra medical supplies that are spares or alternates
- Services or supplies received out-of-province in Canada unless you are covered by the government health plan in your home province and Great-West Life would have paid benefits for the same services or supplies if they had been received in your home province
- Expenses arising from war, insurrection, or voluntary participation in a riot
- Chronic care
- Podiatric treatments for which a portion of the cost is payable under the Ontario Health Insurance Plan (OHIP). Benefits for these services are payable only after the maximum annual OHIP benefit has been paid
- Vision care services and supplies required by an employer as a condition of employment
- Prescription sunglasses and safety glasses

### **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 Group Travel Insurance is limited to a maximum of ninety (90) days per trip for travel within Canada. Coverage commences from the actual date of departure from your province of residence. Coverage under Group Travel Insurance is limited to thirty (30) days per trip for travel outside Canada. Coverage commences from the actual date of departure from Canada.

A person with an existing medical condition must be stable for 3 months prior to travelling. Stable means there has been no period of hospitalization, no increase or modification in treatment or prescribed medication, or no symptom for which a reasonably prudent person would consult a physician. Stable dosage does not apply to diabetics.

Additional coverage is available from Great-West Life 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 under the age of 65 and be a member of either the Public Service Pension Plan or the Uniformed Services Pension Plan. To be eligible for LTD benefits, claim forms must be submitted with 10 months from date of disability and the employee must be totally disabled for at least 119 calendar days.

### **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 they and/or dependents are afflicted, while coverage is in force, with a critical condition as defined in the policy.

## **GENERAL INFORMATION**

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

### **Spouse**

- (a) an individual to whom you are legally married; or

- (b) an individual of the same or opposite sex who has been publicly represented as your spouse for at least one year.

### Dependent Children

- your or your spouse's unmarried, natural, adopted, foster or step-children, including a child of an unmarried minor dependent, who are:
  - (a) under 21 years of age and dependent upon you for support and maintenance;
  - or
  - (b) under 25 years of age and in full-time attendance at a university or similar institution and dependent upon you for support and maintenance; or
  - (c) age 21 or over who is incapacitated for a continuous period beginning before age 21 or while a full-time student and before age 25. A child is considered functionally impaired if they are incapable of supporting themselves due to a physical or psychiatric disorder.

Children of your spouse are considered dependents only if:

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

This plan does not cover a spouse or dependent child who is not a resident in Canada nor does it cover any child who is working more than 30 hour per week, unless the child is a full-time student.

### **Eligibility**

- all full-time permanent employees working a regular work week are required to participate on the first day of employment
- all part-time permanent employees working a minimum of 50% of the regular work week are required to participate from the first day of employment
- all full-time temporary employees, if hired for a period of more than three months, are required to participate from the first day of employment. Full-time temporary employees who are hired for a period of less than three months, who have their contract extended for an additional period of at least three months, are required to participate on the date of notification that their employment was extended.
- all contractual employees, if hired for a period of more than three months, are eligible from the first day of employment. Contractual employees who are hired for a period of less than three months, who have their contract extended for an additional period of at least three months, are eligible to participate on the date of notification that the contract was extended. Contractual employees are not eligible to participate beyond 31 days of their eligibility date.

- all regular seasonal employees are required to participate in the plan from their first day of active employment. During periods of lay-off, provided they do not work for another employer during such lay-off, regular seasonal employees have the option to continue coverage provided the employer is duly notified prior to the commencement of the layoff. **Coverage will not continue unless a “Continuation of Coverage” form is completed, signed, and given to your Group Plan Administrator prior to you leave.**
- all casual employees working a minimum of 50% of the normal working hours for their job classification in the previous calendar year are required to participate in the following policy year (April 1 to March 31). Eligibility for casual employees is reviewed on an annual basis.
- 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. Optional Long Term Disability and Critical Illness will terminate. Basic Life and Basic AD&D coverage will be reduced on the first of the month following the date of retirement or age 65, whichever occurs first.
- for retirees, upon attainment of age 65, all basic life and optional life insurance policies terminate. At 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 and any insurable dependent children, who on the date of your death was insured under the plan, may have the option of continuing in the group insurance program.

### **EMPLOYEE AND RETIREE RESPONSIBILITY**

You should note that you have responsibilities to fulfill. You are responsible for the following:

- For ensuring that you have applied for the coverage you wish to have for yourself on your enrolment forms and your dependents within the appropriate time frames.
- To change your coverage from single to family within the appropriate time frame. If the coverage is not changed within 31 days of acquiring your first eligible dependent an Evidence of Insurability on Dependents is required for approval.
- To add a spouse to this plan in the event that they lose coverage under another plan within a 31 day period following the loss of coverage to avoid having to provide medical evidence.

- For examining payroll deductions for each pay period for all group insurance benefits. Examples would include family versus single coverage and optional benefit premiums particularly when you have requested changes in coverage and at the annual renewal date when the premiums are adjusted. This will ensure accuracy and allow for corrections on a timely basis. Coverage details can be confirmed through pay stubs, your plan administrator, employers online benefit statements (where available), and the insurance carrier (their website and their toll free number)
- For amending your coverage to delete any coverage you no longer require. Contributions which you have paid are not refundable if they were consistent with the application on file.
- For effecting conversion of the coverage eligible to be converted upon the earlier of termination of employment or at age 65.
- For accurately completing the necessary forms required for continuing benefits while on maternity leave, sick leave, special leave without pay, retirement, etc. It is extremely important these arrangements be made prior to commencing eligible leave. For continuation of group life and health insurance while on temporary lay-off or on unpaid leave you are responsible for the payment of the full premium amount (employer/employee contributions) and failure to remit will result in termination of coverage. You are also responsible for the payment of the full premium amount (employer/employee contributions) if you are a casual/hourly employee and you maintain benefits during a pay period when you have not worked and have not received pay. Failure to remit premiums will result in the termination of coverage.
- For providing appropriate claim information necessary to process LTD and/or Waiver of Premium claims as well as to ensure notice of claim/proof of claim where necessary has been provided within appropriate time frames as required under the contract.
- For providing appropriate medical information necessary to add a dependant as functionally impaired to continue their coverage beyond the age a dependant would otherwise terminate based on contract guidelines
- For completing the appropriate forms accurately, completely, and within applicable timeframes for such things as change of address, addition or deletion of a dependent, and other significant matters that can change or otherwise affect your coverage.
- To register coverage student dependents between age 21 and 25 at the beginning of each school year. Failure to do so may impact coverage.
- Reviewing the online employee benefit booklet, contacting the insurance carrier and/or your organization's plan administrator to ensure you have a sound knowledge of the benefits available, extent of coverage, eligibility criteria, exclusions, restrictions, medical underwriting requirements, conversion options, continuation of benefits, predeterminations and other important requirements of the program.



- Providing proof of the purchase of pension service that may reduce LTD premiums. Premiums will only be adjusted when the plan administrator has been notified and received verification despite the date the purchase may have occurred.
- For notifying your plan administrator if the deletion of an overage dependant requires a change in your premiums from family to single coverage.

**SCHEDULE E**  
**THE CLASSIFICATION REVIEW AND APPEAL PROCESS**

**A. Definitions**

1. "Appeal" means a request by an employee to the Classification Appeal Adjudicator to review specific factor allocations determined by the Classification & Organizational Design Division that they considers being incorrect.
2. "Adjudicator" refers to an individual who is appointed to the position of Classification Appeal Adjudicator of the Public Service Commission.
3. "Classification" means the identification of a position by reference to a classification title and pay range number.
4. "Classification Appeal Adjudicator" means the individual appointed to function in accordance with these procedures.
5. "Day" means a working day.
6. "Factor" means a compensable job element that applies to all jobs.
7. "Factor Rating" means the numerical value assigned to a factor.
8. "Permanent Head" means permanent head as defined below, or any official authorized by them to act on their behalf:
  - in respect of persons employed by government departments, the Deputy Minister of the department concerned;
  - in respect of employees of agencies not specifically covered by the definitions in this section, the highest management official in these agencies;
  - in respect of employees of Board operated hospitals and homes the CEO and/or Executive Director.
9. "Review" means a re-appraisal or re-assessment of an employee's position classification by the Classification & Organizational Design Division of the Treasury Board Secretariat upon request of an employee or the permanent head on behalf of an organization.
10. "Treasury Board" means Treasury Board as constituted pursuant to *The Financial Administration Act* as now or hereafter amended.
11. "Organization" means the Government of Newfoundland and Labrador, commission, agency, hospital or other entity mentioned in Section A.8.

**B. Classification Review Process**

1. The process of a classification review shall be available to an organization if the organization considers that a position has been improperly classified by the Classification & Organizational Design Division of the Treasury Board Secretariat.

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

2. A review 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. Organizations or employees who wish to have a position reviewed are able to do so by submitting a Position Description Questionnaire (PDQ) to the Classification & Organizational Design Division, Treasury Board Secretariat, Confederation Building, St. John's, A1B 4J6. Employees may use the Microsoft Word version of the [PDQ](#) or complete and submit the [PDQ online](#).

Information on access to the necessary documents can be found in the Treasury Board Secretariat's website <http://www.exec.gov.nl.ca/exec/tbs/newjobevaluation.html>

4. A request for review shall be regarded as closed:
  - when a decision is rendered thereon by the Classification & Organizational Design Division;
  - if the employee(s) requests in writing the withdrawal of the request for review;
  - in the event an employee is dismissed with cause. If the employee separates from the organization for a reason other than dismissal for cause, the employee may request the difference in pay as a result of an outstanding classification review but would not be entitled to a further review or appeal; or
  - if the permanent head, in the case of an organization request for review, requests in writing the withdrawal of the request for review.
5. All documents relating to a classification review shall be maintained by the Classification & Organizational Design Division. Copies of such classification review materials shall be provided to the Classification Appeal Adjudicator upon its request.

**C. Classification Appeal Process**

1. If an employee is dissatisfied with the decision of the Classification & Organizational Design Division, an appeal of the decision may be submitted to the Classification Appeal Adjudicator of the Public Service Commission. The request for an appeal must identify which factor(s) is/are being challenged and the associated rationale for each factor(s). The appeal process is restricted to those factors identified as being challenged and sufficient reasoning provided.

2. All such appeals shall be submitted to the Classification Appeal Adjudicator in writing within a period of not more than fourteen (14) days after the receipt by an employee of notification of the Classification & Organizational Design Division's decision as above mentioned.
3. A classification appeal of specific factor(s) shall not be accepted by the Classification Appeal Adjudicator based on job content which differs from that reviewed by the Classification & Organizational Division. In such a case, the employee or group of employees shall first approach the Classification and Organizational Division seeking a further review on the basis of the new circumstances involved.
4. The Classification Appeal Adjudicator shall be an independent position created within the Public Service Commission.
5. The Classification Appeal Adjudicator is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures.
6. Changes in these procedures shall be recommended for approval only after co-ordination with the Public Service Commission, and the Treasury Board Secretariat.
7. The Classification Appeal Adjudicator may render decisions based on the information provided or may hold hearings if deemed necessary. The appellant may be required to appear at any time and in any place in the province deemed desirable.
8. The Classification Appeal Adjudicator shall only consider and rule upon the factors challenged by an individual employee, or group of employees having identical classifications, provided that such employee or group shall first have submitted their request in accordance with Section 3 of Part B and shall have been notified in writing of the Classification & Organizational Design Division's decision on the request.
9. The Classification Appeal Adjudicator has the right to refuse to receive or hear an appeal if it considers that the grounds on which the appeal was submitted are irrelevant or not in accordance with Sections 1 and 2 of Part B.
10. The employing organization concerned shall allow time off from regular duties to any employee who is required by the Classification Appeal Adjudicator to appear before them 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.
11. On receipt of an appeal from an employee or a group of employees, the Classification Appeal Adjudicator may request the Classification & Organizational Design Division to assemble all pertinent information prepared as a result of the classification review, a copy of which will be provided to the appellant and the immediate supervisor by the Classification Appeal Adjudicator.

12. Where the appellant requires clarification on any point contained in the classification file or wishes to comment on any aspect of the classification file, they must file with the Classification Appeal Adjudicator within fourteen (14) days of receiving the file, a written statement including any supporting documentation which details their questions or comments.
13. A copy of the appellant's written statement and supporting documentation will be sent by the Classification Appeal Adjudicator, within three (3) days of receipt, to the Classification & Organizational Design Division who may respond or be requested to respond in writing within fourteen (14) days to the questions or observations raised by the appellant. Such response shall be forwarded by the Classification Appeal Adjudicator to the appellant within three (3) days of receipt. This cumulative documentation shall then constitute the entire appeal file to be considered by the Classification Appeal Adjudicator.
14. Where the Classification Appeal Adjudicator is satisfied that all relevant documentation is on file, it shall determine whether a hearing is warranted or if a decision can be rendered on the basis of the written documentation provided.
15. Where in the opinion of the Classification Appeal Adjudicator a group of appellants' position description questionnaires are sufficiently similar, have identical ratings and the appellants are employed in the same classification by the same organization, the Adjudicator may propose the consolidation of individual appeals to those appellants such that the appeals of individuals may be decided upon in a group appeal.
16. Where the Classification Appeal Adjudicator proposes a group review, the individual appellants must indicate their agreement with the group review in writing.
17. Where not all appellants agree to consolidation, the Classification Appeal Adjudicator will first decide on a consolidated basis the appeals of those appellants who are in agreement with consolidation. Those appellants not in agreement shall be provided an opportunity for individual review, as soon as practical following the determination of a consolidated appeal.
18. When the Classification Appeal Adjudicator renders a decision on those factors challenged on the basis of the written documentation, notification of such decision on those factors challenged shall be forwarded to the Classification & Organizational Design Division. The Classification & Organizational Design Division will notify and provide the necessary authority to the employing agency as well as provide a copy of the Classification Appeal Adjudicator's decision and the impact, if any, on the position to the appellant and their designate.
19. If a hearing is warranted, the appellant, a permanent head or management designate and a representative of Classification & Organizational Design Division may be requested to appear before the Classification Appeal Adjudicator.

20. Appellants are to be given two opportunities to postpone appeal hearings after which appeals will then be withdrawn by the Classification Appeal Adjudicator.
21. The hearing will be presided over by the Classification Appeal Adjudicator who will retain control over the conduct of the hearing and who will rule on the relevancy of any questions raised by any of the parties.
22. The Classification Appeal Adjudicator may adjourn the hearing and order the appearance of any person or party who, at the Classification Appeal Adjudicator's discretion, it deems necessary to appear to give information or to clarify any issue raised during the hearing.
23. Following the conclusion of the hearing, the Classification Appeal Adjudicator will deliberate on and consider all relevant evidence and supporting information. Within fifteen (15) working days of reaching a decision, the Classification Appeal Adjudicator shall inform the Classification & Organizational Design Division in writing over the signature of the Classification Appeal Adjudicator of their decision on those factors challenged and a detailed explanation of the rationale of any change from the Classification & Organizational Design Division's original determination. The Classification & Organizational Design Division will notify and provide the necessary authority to the employing agency as well as provide a copy of the Classification Appeal Adjudicator's decision and the impact, if any, on the position to the appellant and their designate.
24. The Classification Appeal Adjudicator is required to submit written reasons to the Classification & Organizational Design Division for those decisions that result in changes in the factors challenged.
25. The impacts of changes in ratings arising from decisions of the Classification Appeal Adjudicator shall be processed by the Classification & Organizational Design Division in accordance with the Treasury Board Secretariat's compensation policies.
26. The decision of the Classification Appeal Adjudicator on an appeal is final and binding on the parties to the appeal.
27. An appeal shall be regarded as closed:
  - when a decision is rendered thereon by the Classification Appeal Adjudicator;
  - if the appellant requests in writing the withdrawal of the appeal;
  - in the event an employee is dismissed with cause; or
  - if the appellant postpones a hearing in accordance with Section 20 of Part C.

**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**

Between

Her Majesty The Queen  
In Right of Newfoundland  
(Represented Herein by the Treasury Board)

College of the North Atlantic

Labrador-Grenfell Regional Health Authority

Municipal Assessment Agency Inc.

Newfoundland and Labrador Housing Corporation

Newfoundland and Labrador School Boards Association

Newfoundland Liquor Corporation

And

Canadian Union of Public Employees

Newfoundland and Labrador Association of Public & Private Employees

Registered Nurses' Union Newfoundland and Labrador

Newfoundland and Labrador Teachers Association

Royal Newfoundland Constabulary Association

Signed: February 10, 2020

Expires: March 31, 2022



**ARTICLE 1****SCOPE**

- 1.1 This Agreement is applicable to all employees in Labrador whose Employers are signatory to this agreement, represented by the Canadian Union of Public Employees, the Newfoundland and Labrador Association of Public & Private Employees, the Registered Nurses' Union Newfoundland and Labrador, the Newfoundland and Labrador Teachers Association and the Royal Newfoundland Constabulary Association. The terms of the agreement will be considered to form an integral part of all collective agreements.

**ARTICLE 2****DURATION**

- \*2.1 This agreement shall be effective from the February 10, 2020, and shall remain in full force and effect until March 31, 2022. It shall be renewed thereafter through the normal process of collective bargaining utilized by each of the employee groups, or, with the consent of the parties, will be renewed through joint negotiations. At the request of either party negotiations shall commence six (6) months prior to the expiry date of this agreement.

**ARTICLE 3****LABRADOR ALLOWANCE**

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

	<b>LABRADOR ALLOWANCE</b>		
	<b>DATE</b>	<b>SINGLE</b>	<b>DEPENDENT</b>
<b>GROUP 1</b>	10-Feb-20	2939	5878
	1-Apr-20	2979	5918
	1-Apr-21	3019	5958
<b>GROUP 2</b>	10-Feb-20	3402	6793
	1-Apr-20	3442	6833
	1-Apr-21	3482	6873
<b>GROUP 3</b>	10-Feb-20	3558	7089
	1-Apr-20	3598	7129
	1-Apr-21	3638	7169

In the case of spouses who are both employed by Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, the total amount paid to both employees shall not exceed the dependent rate for the allowance contained in this article. This allowance shall be paid to employees on a pro-rated basis in accordance with their hours of work excluding overtime.

- \*3.2 Labrador Benefits will be paid to employees for periods of maternity, parental and adoption leave.

#### ARTICLE 4

##### TRAVEL ALLOWANCE

- \*4.1 Employees covered by this agreement shall receive a travel allowance to help offset the costs of travel to areas outside of Labrador based on the following rates per employee and his/her dependent(s). The travel allowance shall be paid out during the pay period following April 15<sup>th</sup> at the rate in effect on April 15<sup>th</sup> of the year in which the allowance is to be paid.

<b>TRAVEL ALLOWANCE</b>			
	<b>DATE</b>	<b>EMPLOYEE</b>	<b>DEPENDENT</b>
<b>GROUP 1</b>	10-Feb-20	911	702
	1-Apr-20	950	702
<b>GROUP 2</b>	10-Feb-20	962	754
	1-Apr-20	1001	754
<b>GROUP 3</b>	10-Feb-20	1015	806
	1-Apr-20	1054	806

- \*4.2 \*(a) This allowance shall be paid to employees in the first pay period following April 15<sup>th</sup> of each year on a pro-rated basis in accordance with their hours of work in the previous twelve (12) month period, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents at March 31<sup>st</sup> of each year.
- \*(b) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 4.2 (a) based on the employee's hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.

- 4.3 (a) For the purpose of calculating this benefit the following leaves shall be considered as hours of work:
- (i) Maternity Leave/Parental Leave/Adoption Leave
  - (ii) Injury-on-Duty/Worker's Compensation Leave
  - (iii) Paid Leaves
  - (iv) Any other period of unpaid leave for which the employee is eligible to accrue service under the respective collective agreement
- (b) The provisions of 4.3 (a) will not apply when the employee would otherwise have been laid off.
- (c) The provision of 4.3(a) (iv) will apply only to employees who have worked or have been credited with hours of work under 4.3(a) (i), (ii) or (iii) for a period of 20 days in the aggregate in the qualifying period.
- 4.4 In the case of spouses who are both employed Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.
- 4.5 The travel benefit available to the Royal Newfoundland Constabulary Association under their Collective Agreement and to teachers under Article 25 of the NLTA Labrador West Collective Agreement shall continue to apply except in cases where Article 4 of this joint agreement provides a greater benefit. E.g. Members of the RNCA would continue to receive the employee travel benefit under their collective agreement unless the employee travel benefit in this joint agreement is greater. In addition to the employee benefit under the RNCA collective agreement, members of the RNCA shall also receive the dependent benefit under the joint agreement.

## ARTICLE 5

### LEAVE

- 5.1 Employees covered by this agreement shall receive three (3) non-cumulative, paid leave days in the aggregate per year. This leave will only be utilized when the employee is delayed from returning to the community due to interruptions to a transportation service occurring within Labrador. This article shall also apply where there has been an interruption to a transportation service occurring at the last departure point directly to Labrador.

**ARTICLE 6**

**EXISTING GREATER BENEFITS**

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

**ARTICLE 7**

**DEFINITIONS**

- 7.1 **Dependent** - for the purpose of this Agreement, dependent means a spouse, whether of the same or opposite gender, and children under eighteen (18) years of age, or twenty-four (24) years of age if the child is in full time attendance at a school or post-secondary institution or any child that remains in the direct care of the parent in the same household because the dependent is medically verified as disabled and under twenty-four (24) years of age.
- \*7.2 **Spouse** – for the purpose of this agreement, spouse means a person to whom an employee is legally married or a person in a common law relationship with whom the employee has lived with for more than one (1) year.

**SCHEDULE A**

**COMMUNITY GROUPING**

The employee's community grouping shall be determined by the location of their headquarters.

**GROUP 1**

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

**GROUP 2**

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

**GROUP 3**

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

**MEMORANDUM OF UNDERSTANDING****Re: Nurses Committee**

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

**MEMORANDUM OF UNDERSTANDING****Re: Labrador Benefits Agreement - Interpretation**

In an effort to clarify the interpretation of certain items contained in the Labrador Benefits Agreement the parties agree to the following:

- 1) Article 4.2(b) refers to employees who terminate employment, (i.e. are not on layoff status and do not have recall rights). These employees have their Travel Allowance paid out based on the hours worked in the current year and it shall be paid out at the rate in effect on the date employment is terminated.
- 2) For the purposes of Article 4.4 it is agreed that an employee may refuse to claim the employee benefit if it is to their benefit to have their spouse claim them as a dependant. Employees who exercise this option will not be entitled to any portion of the Employee Travel Allowance. It is incumbent on the employee to communicate this choice to their respective Employer(s).
- 3) Notwithstanding Schedule A, the following employee shall be entitled, on a without prejudice basis, to the rates applicable to Mud Lake as long as they remain within the employ of their current Employer and continue to permanently reside in Mud Lake:  
Vyann Kerby, Health Labrador Corporation

This agreement is effective from April 1, 2013 and shall expire upon the renewal of the Labrador Benefits Agreement expiring March 31, 2016.

- 4) For the purposes of clarification and in accordance with Article 3.1 (Labrador Allowance), Article 4.1 (Travel Allowance) and Article 9.1 (Definitions), benefits are applicable for the fiscal year (April 1 to March 31) in which a dependent reaches 18 years of age or 24 years of age, if the dependent is in full time attendance at a school or post-secondary institution. Full time attendance shall be determined by the educational institution in which a dependent is registered.

For example:

If a dependent reaches 18 years of age on January 1, 2011 and is no longer enrolled as a full time student in a post secondary institution, they would be eligible for the travel benefit payable April 15, 2011.

*Earl Hann*

**Earl Hann**  
**On behalf of the Unions**

*Lisa Curran*

**Lisa Curran**  
**On Behalf of the Employers**

*Jan. 16, 2020*

**Date**

*February 10, 2020*

**Date**

February 10, 2020

Mr. Steve Brooks  
Executive Director  
Newfoundland and Labrador  
Teachers' Association  
3 Kenmount Road  
St. John's, NL A1B 1W1

Dear Mr. Brooks:

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

Yours truly,



**Lisa Curran**  
Chief Negotiator  
Collective Bargaining Division

Original letter dated December 20, 1999



February 10, 2020

Mr. Jerry Earle  
President  
NAPE  
330 Portugal Cove Place  
St. John's, NL, A1B 3M9

**Re: Labrador Benefits Allowance and Travel Allowance for School Board Student Assistants (NAPE) and School Board Support Staff (NAPE and CUPE)**

Within three (3) months of the date of signing of the Labrador Benefits Agreements, officials from the Human Resource Secretariat (HRS) of the Government of Newfoundland and Labrador, the Newfoundland and Labrador English School District (NLESD) and Newfoundland and Labrador Association of Public and Private Employees (NAPE) will meet to discuss the application of the Labrador Benefit Allowance and the Travel Allowance for employees who work less than full time hours as outlined in the above respective collective agreements.

Yours truly,

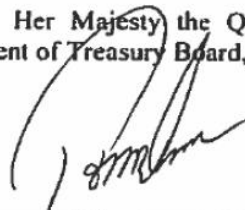


**Lisa Curran**  
Chief Negotiator  
Collective Bargaining Division

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

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

  
\_\_\_\_\_  
Witness

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

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

  
\_\_\_\_\_  
Witness

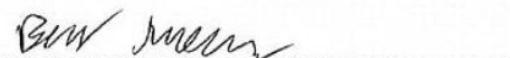
  
\_\_\_\_\_  
College of the North Atlantic  
for  
Bruce Hallett

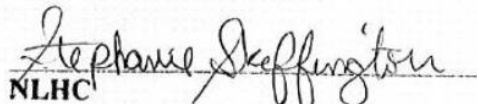
**SIGNED** on behalf of Labrador-Grenfell Regional Health Authority

  
\_\_\_\_\_  
Witness

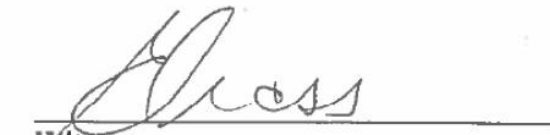
  
\_\_\_\_\_  
Labrador-Grenfell RHA

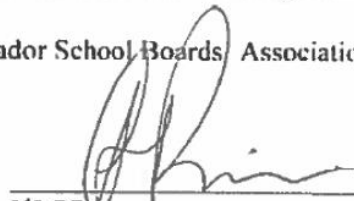
**SIGNED** on behalf of the Newfoundland and Labrador Housing Corporation

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
NLHC

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

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
NLSBA


SIGNED on behalf of the Newfoundland Liquor Corporation

  
\_\_\_\_\_  
Witness

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

SIGNED on behalf of the Municipal Assessment Agency

  
\_\_\_\_\_  
Witness


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

SIGNED on behalf of the Canadian Union of Public Employees

  
\_\_\_\_\_  
Witness

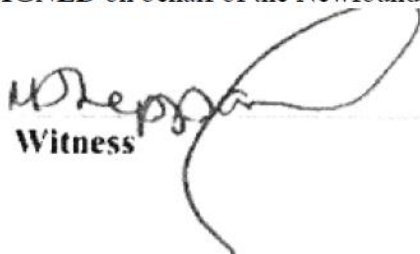
  
\_\_\_\_\_  
CUPE

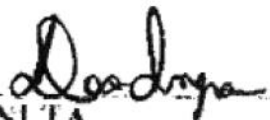
SIGNED on behalf of the Registered Nurses' Union Newfoundland and Labrador

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
RNUNL

SIGNED on behalf of the Newfoundland and Labrador Teachers' Association

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
NLTA

**SCHEDULE H**

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

AGE (YEARS)

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

**SCHEDULE I**

**TRANSITION AGREEMENTS**

Avalon Health Care Institutions Board  
Health & Community Services - St. John's Region  
Eastern Regional Community Health Board  
Health Care Corporation of St. John's  
Peninsulas Health Care Corporation  
Pentecostal Senior Citizens' Home  
Central Regional Health Authority  
Labrador-Grenfell Regional Health Authority  
Department of Child Youth and Family Services

**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 28<sup>th</sup> 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 annum. 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.

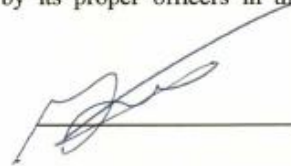
Avalon Health Care Institutions  
Board/NAPE HS - August 31, 1998

Page 7

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

  
\_\_\_\_\_

Witness

  
\_\_\_\_\_

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

  
\_\_\_\_\_

Witness

  
\_\_\_\_\_

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**

Former CUPE Dietary (Versa) and  
Modern Building Cleaners Employees and Positions

Former Modern 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
Moores, 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

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**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 Agreement**

**Between**

**Newfoundland Association of Public and Private Employees**

**And**

**Health and Community Services – St. John’s Region**

**And**

**Newfoundland and Labrador Health Boards Association**

**And**

**Treasury Board**

**January 2002**

This Agreement, effective date of signing, 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 support staff employees of Health and Community Services – St. John's Region who are members of the Hospital Services Bargaining Unit, pursuant to the Labour Relations Board ruling dated December 4, 2000, and covered by the NAPE-HS Collective Agreement. The previous bargaining unit(s) encompassing employees of the former Community Health - St. John's Region, including the bargaining unit encompassing employees of the Recovery Centre (formerly Talbot House) will no longer be recognized.

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

1. Health and Community Services – 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 Health and Community Services – St. John's Region. (Transferring GS employees are identified in Appendix A)
3. For the purposes of this agreement, "transferring Recovery Centre employees" shall mean employees under the NAPE HS bargaining unit of the Recovery Centre, Mental Health and Addictions Services Program, formerly known as Talbot House who, effective date of signing, shall be transferred to the NAPE-HS bargaining unit of Health and Community Services – St. John's Region. (Transferring Recovery Centre employees are identified in Appendix B)
4. Transferring GS employees will be maintained at their current GS salary scale until such time as the pay equity adjustments are included in the base salaries of the HS pay scales. Effective the date of the inclusion of the pay equity adjustments into the base salaries of the HS pay scales, transferring GS employees will be placed on the same step of the applicable pay scale of the HS classification for their position.

Transferring GS employees currently paid on the basis of 1820 hours annually shall continue to work and be paid on the basis of 1820 hours, however, shall earn seniority on the basis of 1950 hours, until such time as the pay equity adjustments are included in the base salaries of the HS pay scales. Effective the date of the inclusion of pay equity adjustments in the base salaries of the HS pay scales, transferring GS employees will be placed on the same step of the applicable pay scale for the HS classification for their position, in accordance with Treasury Board Pay Administration Procedures, and will work, be paid, and earn seniority on the basis of 1950 hours annually.

The parties agree to explore options for dealing with pay issues arising out of the original implementation of pay equity within NAPE-GS versus NAPE-HS classes until March 31, 2002. Should no acceptable option be identified and agreed upon by the March 31, 2002 deadline, GS employees of all classifications will transfer in accordance with the parameters outlined in the two preceding paragraphs of this article.

5. Seniority lists, with respect to the transferring GS employees and existing HS employees, will be combined, effective date of signing, with GS employees being given full credit for their total seniority converted from 1820 hours annually to 1950 annually. Additionally, the seniority list will be adjusted to reflect conversion of seniority from 1820 annually to 1950 annually for current HS employees who transferred from GS in 1997 and those employees of the former St. John's Home Care Program who worked and earned seniority at 1820 annually prior to the 1997 agreement.

The Union will have thirty (30) days from the date of receipt of the finalized seniority list to review the list with bargaining unit members and bring forward any discrepancies to the attention of the employer for adjustment. (See Appendix A)

6. 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.
7. The letter in the back of the NAPE (HS) Collective Agreement addressing "Summer Scheduling" will not apply to transferring GS employees.
8. 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.
9. Transferring GS employees on layoff will not have recall rights beyond those outline under NAPE (HS) Collective Agreement.
10. The parties agree to meet within 90 days of the effective date of this agreement to discuss and explore mutually beneficial options with respect to bumping temporary employees upon lay off. Such discussions will be held on a "without prejudice" basis for both parties but may form the basis for a private agreement between the parties.

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

Joan Decker  
Jan 25/02  
Date

Giff C. Willis  
Witness

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

Heather Evans  
Witness  
Jan 29, 2002  
Date

J. Whade

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

Austin Beir  
Jan 23/2002  
Date

Anna Moable  
Witness

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

J. Galway  
Feb 7, 2002

Kathy Ken  
Witness

<b>Schedule A</b> <b>Transferring NAPE-GS Employees</b> <b>Seniority Adjusted to 1950 Hours Annually</b>			
<b>Employee Name</b>	<b>Position</b>	<b>Seniority Hours to December 22, 2001</b>	<b>Current Collective Agreement</b>
Carew, Barbara	Clerk IV	52815.00	General Service
Cole, Michelle	Clerk III	24480.00	General Service
Cox, Linda	Clerk I	55882.50	General Service
Crewe, Lisa	Clerk II	142.50	General Service
Drodge, Cindy	Word Processing Equipment Operator I	4815.00	General Service
Earle, Patsy	Clerk I	32617.50	General Service
Easton-Cleary, Cheryl	Word Processing Equipment Operator I	29752.50	General Service
Evans, Kevin	Clerk III	27495.00	General Service
Fahey, Rhonda	Clerk IV	24291.00	General Service
Farrell, Elizabeth	Clerk IV	48210.00	General Service
Fowler, Sharon	Clerk Typist III	56775.00	General Service
Gosse, Andrea	Accounting Clerk I	1574.46	General Service
Grant, Josephine	Word Processing Equipment Operator I	21548.25	General Service
Griffiths, Carla	Word Processing Equipment Operator I	Same - 0	General Service
Hanlon, Cecelia	Clerk III	3735.00	General Service
Heffernan, Michael	Clerk III	24847.50	General Service
Hynes, Doreen	Word Processing Equipment Operator I	22852.50	General Service
Kendall, Mary	Word Processing Equipment Operator I	26422.50	General Service
Mary Tobin, Mary	Financial Assistance Officer	55387.50	General Service
Melendy, Angela	Social Assistance Worker	3157.50	General Service
Miller, Petrina	Clerk Typist III	28770.00	General Service
Mulloy, Judy	Clerk IV	498.00	General Service
Murphy, Linda	Accounting Clerk I	3525.00	General Service
Murphy, Mary	Word Processing Equipment Operator I	5130.00	General Service
Murphy, Robert	Clerk IV	0	General Service
Murphy, Sharon	Word Processing Equipment Operator I	37732.50	General Service
Nippard, Jason	Clerk III	0	General Service
Norman, Shelley	Word Processing Equipment Operator I	2692.50	General Service
Piercey, Heather	Clerk I	0	General Service
Pottle, Judy	Word Processing Equipment Operator I	21982.50	General Service
Rideout, Gwen	Word Processing Equipment Operator I	4192.50	General Service
Roberts, Janice	Clerk III	29595.00	General Service
Russell, Lynette	Computer Support Specialist	5895.00	General Service
Shapter, Doreen	Clerk III	4372.50	General Service
Sheppard, Sherry	Word Processing Equipment Operator I	23205.00	General Service
Simmons, Michelle	Financial Assistance Officer	11010.00	General Service
Skanes, Cheryl	Word Processing Equipment Operator I	27195.00	General Service
Spurrell, Carolyn,	Clerk IV	29115.00	General Service
Stevens, Clara	Clerk II	27540.00	General Service
Sullivan, Diane	Word Processing Equipment Operator I	25147.50	General Service
Sutton, Lenora	Word Processing Equipment Operator I	27637.50	General Service
Taylor, Violet	Clerk II	32943.75	General Service
Walsh, Beverley	Word Processing Equipment Operator I	5557.50	General Service
Walsh, Vicki	Clerk III	43980.00	General Service

<b>Schedule B</b>			
<b>Transferring Recovery Centre Employees</b>			
<b>Employee Name</b>	<b>Position</b>	<b>Seniority Hours to December 22, 2001</b>	<b>Current Collective Agreement</b>
Barry, Shawn	Treatment Attendant I	88.57	Hospital Support
Brown, Craig	Treatment Attendant I	544.81	Hospital Support
Cammie, Lou	Treatment Attendant I	1096.07	Hospital Support
Carey, Patti	Treatment Attendant I	22.5	Hospital Support
Delahunty, Paula	Treatment Attendant I	5439.74	Hospital Support
Donovan, Paul	Treatment Attendant I	110.9	Hospital Support
Duff, Elaine	Treatment Attendant I	11495.89	Hospital Support
Kerrivan, Thomas	Treatment Attendant II	31834.25	Hospital Support
Mahon, Ken	Treatment Attendant II	22191.88	Hospital Support
McDonald, Terrance	Treatment Attendant I	13232.5	Hospital Support
McGrath, Kent	Treatment Attendant I	14.25	Hospital Support
Morgan, Tanya	Treatment Attendant I	1777.22	Hospital Support
O'Brien, Stephanie	Treatment Attendant I	157.04	Hospital Support
O'Keefe, Pamela	Treatment Attendant I	14.06	Hospital Support
Penney, Dawn	Treatment Attendant I	2460.83	Hospital Support
Pottle, Lillian	Treatment Attendant II	18891.5	Hospital Support
Stratton, Wayne	Treatment Attendant II	23107.25	Hospital Support
Wiseman, Kimberley	Treatment Attendant I	9301.91	Hospital Support

Schedule C NAPE-HS Employees Previous 1820 Hours/Annually Seniority Adjusted to 1950 Hours Annually			
Employee Name	Position	Seniority Hours to December 22, 2001	Current Collective Agreement
Banfield, Claudette	Computer Support Specialist	3765	Hospital Support
Barry, Barbara	Computer Support Technican	3397.5	Hospital Support
Birmingham, Paula	Computer Programmer/Analyst	3157.5	Hospital Support
Brown, Rosalind	Word Processing Equipment Operator I	9168.75	Hospital Support
Budden, Janet	Word Processing Equipment Operator I	29947.5	Hospital Support
Byer, Aaron	Accounting Clerk I	412.5	Hospital Support
Byrne, Patsy	Word Processing Equipment Operator I	6832.5	Hospital Support
Carew, Laura	Word Processing Equipment Operator I	1989.31	Hospital Support
Cater, Terrenance	Computer Programmer/Analyst	600	Hospital Support
Chaplin, Geraldine	Word Processing Equipment Operator I	12520.69	Hospital Support
Cooke, Heather	Librarian II	27517.5	Hospital Support
Crockwell, Karen	Accounting Clerk I	11160	Hospital Support
Dalton, Lois	Word Processing Equipment Operator I	45945	Hospital Support
Diane Kennedy, Diane	Payroll Clerk II	11257.5	Hospital Support
Doucette, Pam	Clerk III	19946.25	Hospital Support
Evans, Robert	Licensed Practical Nurse	43333	Hospital Support
Fifield, Pamela	Word Processing Equipment Operator I	14178	Hospital Support
Foley, Jean	Word Processing Equipment Operator I	20182.5	Hospital Support
Furlong, Linda	Word Processing Equipment Operator I	8583.5	Hospital Support
Gosse, Helen	Word Processing Equipment Operator I	11391.25	Hospital Support
Greeley, Jennifer	Word Processing Equipment Operator I	1691.75	Hospital Support
Hannon, Genevieve	Word Processing Equipment Operator I	19380	Hospital Support
Healey, Sheila	Clerk III	1129.5	Hospital Support
Hedderson, Joanne	Financial Assistance Officer	23167	Hospital Support
Hurley, Paula	Domestic Worker	439.6	Hospital Support
Ivey, Peter	Local Area Netwrok Administrator	637.5	Hospital Support
Janes-Jordan, Tina	Word Processing Equipment Operator I	179.99	Hospital Support
Jessiman, Anna	Clerk IV	35562.5	Hospital Support
Jessiman, Kim	Equipment Operator I	6832.5	Hospital Support
Johnston, Lee Ann	Word Processing Equipment Operator I	17351.43	Hospital Support
Kane, Jackie	Word Processing Equipment Operator I	2126	Hospital Support
Kelly, Eleanor	Clerk Typist II	16178	Hospital Support
Kennedy, Helen	Word Processing Equipment Operator I	32277.62	Hospital Support
Lake, Francine	Word Processing Equipment Operator I	6438.5	Hospital Support
Mallard, Janet	Financial Assistance Officer	38643.21	Hospital Support
Mandville, Sean	Domestic Worker	9362.95	Hospital Support
Martin, Jennie	Word Processing Equipment Operator I	3141.25	Hospital Support
Martin, Mary	Word Processing Equipment Operator I	23077.5	Hospital Support
McWilliam, Geraldine	Clerk Typist III	24525	Hospital Support
Melvin, Genny	Word Processing Equipment Operator I	5435.39	Hospital Support
Molloy, Keneth	Utility Worker	45759.5	Hospital Support
O'Brien, Wendy	Word Processing Equipment Operator I	10445.75	Hospital Support
Penney, Lorraine	Word Processing Equipment Operator I	38482.5	Hospital Support
Pike, Patricia	Word Processing Equipment Operator I	12502	Hospital Support
Power, Sheila	Word Processing Equipment Operator I	14432.5	Hospital Support



Power, Tyrone	Equipment Operator I	10095	Hospital Support
Quinlan, Elizabeth	Word Processing Equipment Operator I	21529	Hospital Support
Ramsay, Lorraine	Word Processing Equipment Operator I	8445.5	Hospital Support
Riggs, Darrell	Domestic Worker	253.98	Hospital Support
Roche, Victoria	Word Processing Equipment Operator I	2178.3	Hospital Support
Ryan, Gerald	Utility Worker	1140	Hospital Support
Ryan, Jeanette	Word Processing Equipment Operator I	14490.5	Hospital Support
Shannahan, Jodi	Domestic Worker	0	Hospital Support
Sheppard, Karen	Clerk Typist II	43702.5	Hospital Support
Simms, John	Domestic Worker	1031.59	Hospital Support
Snow, Bob	Equipment Operator I	0	Hospital Support
Spurrell, Charlotte	Word Processing Equipment Operator I	28357	Hospital Support
St. Croix, Genevieve	Accounting Clerk I	6555	Hospital Support
Stanford, Donna	Word Processing Equipment Operator I	22352	Hospital Support
Stokes, Catherine	Domestic Worker	0	Hospital Support
Tapper, Karen	Word Processing Equipment Operator I	9116.25	Hospital Support
Taylor, Anita	Clerk III	52743	Hospital Support
Thorne, Vicki	Word Processing Equipment Operator I	6509.75	Hospital Support
Wall, Bernadine	Word Processing Equipment Operator I	6308.75	Hospital Support
Waterman, Laura	Word Processing Equipment Operator I	5427.34	Hospital Support
Way, Mary	Homemaker	5208.74	Hospital Support
Willcott, Melvina	Word Processing Equipment Operator I	23996.5	Hospital Support
Wong, Evelyn	Financial Assistance Officer	16193	Hospital Support

**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 day MAY 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. 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.

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.

Eastern Regional Community Health Board  
& NAPE Transition Agreement

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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

Laura 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

Laura 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  
Hunt, 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  
                  Clareville  
                  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

Eastern Regional Community Health Board  
& NAPE Transition Agreement

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Letter of Understanding

~~June 18, 1996~~ *May 26/97*

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

HS

## **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.

Transition Agreement  
Newfoundland Association of Public Employees  
Hospital Support Staff

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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).

Transition Agreement  
Newfoundland Association of Public Employees  
Hospital Support Staff

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**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.

Transition Agreement

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Newfoundland Association of Public Employees  
Hospital Support Staff

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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

Transition Agreement  
Newfoundland Association of Public Employees  
Hospital Support Staff

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**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 Health 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

Transition Agreement  
Newfoundland Association of Public Employees  
Hospital Support Staff

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**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

Transition Agreement  
Newfoundland Association of Public Employees  
Hospital Support Staff


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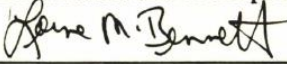
Signed on behalf of the Health Care Corporation of St. John's by its proper officers in the presence of the witness hereto subscribing

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Stephen C. Hedge

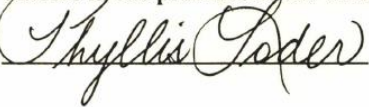
  
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Elizabeth M. Davis

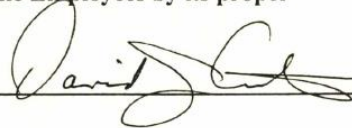
Signed on behalf of the Newfoundland and Labrador Health Care Association by proper officers on behalf of all hospitals and agencies listed in Schedule C in accordance with the Constitution and in the presence of the witness hereto subscribing

  
\_\_\_\_\_  
Gene M. Bennett

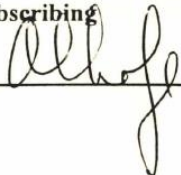
  
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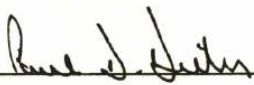
Signed on behalf of the Newfoundland Association of Public Employees by its proper officers in the presence of the witness hereto subscribing

  
\_\_\_\_\_  
Thyllis Toder

  
\_\_\_\_\_  
\_\_\_\_\_

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

  
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Transition Agreement  
Newfoundland Association of Public Employees  
Hospital Support Staff

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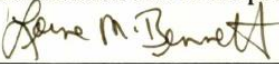
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Signed on behalf of the Health Care Corporation of St. John's by its proper officers in the presence of the witness hereto subscribing

  
\_\_\_\_\_  
Witness

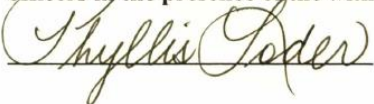
  
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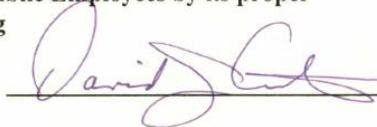
Signed on behalf of the Newfoundland and Labrador Health Care Association by proper officers on behalf of all hospitals and agencies listed in Schedule C in accordance with the Constitution and in the presence of the witness hereto subscribing

  
\_\_\_\_\_

  
\_\_\_\_\_  
\_\_\_\_\_


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. Labour Management and Grievance Procedure

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

*Gloria Dodge*  
Witness

*Raymond*  
*[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

*Joe Wade*  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*Gene M. Bennett*  
Witness

*[Signature]*  
\_\_\_\_\_



**MEMORANDUM OF AGREEMENT**

**BETWEEN**

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

**AND**

**THE NEWFOUNDLAND AND LABRADOR**  
**HEALTH AND COMMUNITY SERVICES ASSOCIATION**

**REPRESENTING THE PENTECOSTAL SENIOR CITIZENS' HOME**  
(herein after referred to as the Employer)

**AND**

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

January 12, 2000

This agreement made this \_\_\_\_ day of \_\_\_\_\_ two thousand in accordance with Clause 35.02 of the NAPE Hospital Support Staff Collective Agreement signed between the parties on June 2, 1998, herein after referred to as the Collective Agreement.

1. Schedule "C" of the Collective Agreement shall be amended to include the Pentecostal Senior Citizens' Home as an employer.
2. It is understood and agreed between the parties that employees of the Pentecostal Senior Citizens' Home will be entitled to all the rights and benefits of the Collective Agreement with the following exceptions:

(i) Clause 9.01 - Labour Management Committee

A Labour Management Committee shall be established consisting of three (3) 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.

(ii) Clause 11.07 - Settling of Grievances

Step 1

Present Agreement

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/department head 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/department head's reply shall outline his/her objections or disagreement with the grievance.

Step 3

Failing settlement being reached in Step 2, 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 4

Failing settlement being reached in Step 3, either party may refer the dispute to arbitration within fifteen (15) calendar days of the Administrator's decision in Step 3.

(iii) Clause 14.01(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 shall be considered as one (1) department, Dietary shall be considered as one (1) department, Operational and Maintenance shall be considered as one (1) department 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 SPV areas

The parties have agreed that Michelle Dawe will be placed in the Dietary Department and given credit for all prior seniority as if she had worked in that department.

(iv) Clause 17.03(a)(i) - Working Schedule

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, unless otherwise agreed by mutual consent.

(v) Clause 19.02 - Rest Between Change of Shifts

- (a) Present agreement.
- (b) Present agreement.

The parties agree that whereas the classification of Watchman/Utility currently work an established schedule which

allows the Employer to schedule employees for less than sixteen (16) hours between change of shift as per Article 19.02(a) the **Union** hereby agrees to maintain the current practice as per existing schedule requirements.

However, this arrangement may be modified by mutual consent between the employee and the supervisor.

The minimum hours of rest between change of shift shall be eight (8) hours.

(vi) Article 24 - Payment of Wages and Allowances

24.01 - Availability of Salary Cheques (a, b, c)

The current practice of the Employer as to the times the salary cheques are available will not be considered a violation of the collective agreement by the bargaining unit. The bargaining unit is also agreeable to the Employer implementing a direct deposit system.

(vii) Clause 25.02(x) - Definition of Shift

(ii) Twelve (12) Hour Shifts

Present agreement.

Parties agree that this clause will be read in conjunction with the following amendment:

*The bargaining unit of the Pentecostal Senior Citizens' Home, Clarke's Beach, agrees with maintaining the existing time frames for commencement of shifts within the applicable departments. The commencement time for the earliest shift in each department is as follows as of date of signing:*

<i>Nursing</i>	-	<i>0720 hours</i>
<i>Housekeeping</i>	-	<i>0800 hours</i>
<i>Laundry</i>	-	<i>0700 hours</i>
<i>Utility/Maintenance</i>	-	<i>0800 hours</i>
<i>Dietary</i>	-	<i>0700 hours</i>
<i>Administration</i>	-	<i>0800 hours</i>

However, should the Employer wish to change the commencement time of the first shift of the day, it shall give two (2) weeks notice to those affected prior to implementation.

(viii) Schedule A-1 - Classifications for Individuals Excluded from the Bargaining Unit as listed in Schedule A

Facility Manager  
Chaplain  
Director of Nursing  
Registered Nurses  
Director of Social Work  
Manager of Environmental Services  
Dietary Manager  
Maintenance Manager  
Management Support Staff (2 Secretaries)

(ix) Pensions

The parties agree that upon signing of this memorandum of agreement the Employer will notify Pensions Division. All those employees eligible for participation in either the Government Money Purchase Pension Plan or the Public Service Pension Plan will be given a maximum of forty-five (45) days from date of signing of this memorandum of agreement to notify the Employer of their intent to enrol in either of the plans depending upon eligibility as determined by Pensions Division of Treasury Board.

(x) Long-Term Temporary Employees

In reviewing the appointment letters of the following employees the Employer has determined that these individuals hold permanent status with the Employer, namely:

- Sharmane Pinsent
- Vina Higdon
- Dora King
- Alva Guy Noonan (.8 of a position)

As well, the Employer has determined that the position currently occupied by Mr. John Cox is a permanent position and upon agreement of the parties, the Employer will fill this position in accordance with the posting requirements of the collective agreement.

Any employees wishing the Employer to review their status (i.e. temporary or permanent) must submit a request to the Employer within forty-five (45) days of signing of this memorandum of agreement. Upon such request, the Employer will consider and review same.

(xi) Seniority for Permanent Employees

Further to the seniority list for permanent employees provided to the Union on August 26, 1999, by the Employer, the Employer will recognize seniority for maternity leave and adoption leave (as per recognition in the collective agreement at the applicable times of such leave) and workers' compensation. Unpaid leave as of July 25, 1994, provided that the employee would not have been laid off during the period of unpaid leave.

It is the responsibility of an employee to provide verification of such leave to the Employer by means of affidavit or other verification satisfactory to the Employer within a maximum of ninety (90) days from date of signing of agreement.

It is agreed by the parties that there shall be no adjustments to any staffing decisions made by the Employer prior to signing this memorandum of agreement, as a result of comprising the above noted seniority list.

(xii) Seniority Listing for Temporary Employees

The Employer is prepared to recognize service for seniority purposes only from June 8, 1992 for temporary employees for the following leaves:

- (i) Workers' Compensation;
- (ii) Maternity and Adoption Leave (as per collective agreement entitlement);
- (iii) Unpaid leave as of July 25, 1994, provided the employee would not have been laid off during the period of unpaid leave;
- (iv) Education leave as of July 25, 1994, provided the employee would not have been laid off during the period of leave;
- (v) Sick leave

It is the responsibility of an employee to provide verification of such leave to the Employer by means of affidavit or other verification satisfactory to the Employer, within a maximum of ninety (90) days from date of signing of this memorandum of agreement.

It is agreed by the parties that there shall be no adjustment to any staffing decisions made by the Employer prior to signing of collective agreement, as a result of comprising the above noted seniority list.

(xiii) Temporary Transfers to Non-Bargaining Unit Positions

Specifically with reference to the positions of Manager of Housekeeping and Manager of Maintenance, the parties are agreeable to the following:

- (i) The affected employees shall maintain their respective seniority as per past service up to the date of certification of the bargaining agent (May 19, 1999)
- (ii) Should either of the employees be transferred back to their previous bargaining unit positions, they shall again begin to accumulate seniority as of the date transferred back.
- (iii) No service while in the non-bargaining unit positions shall be recognized after date of certification of the bargaining agent (May 19, 1999) for the purpose of bargaining unit seniority.

(xiv) Recall of Licensed Practical Nurse and Personal Care Attendant Positions

The parties agree that Licensed Practical Nurses (LPN's) and Personal Care Attendants (PCA's) shall be recalled in order of seniority to replace the same classification. Therefore, when a LPN or PCA is on an approved leave of absence as provided in the agreement, the respective classification shall be recalled from the temporary recall list in order of seniority when required, as determined by the Employer. Should the PCA recall list be exhausted, then LPN's shall be recalled to replace additional PCA's on leave based on their seniority.

The parties agree that this in no way limits the Employer's management rights of the collective agreement to determine when a replacement employee is required and this in no way shall be interpreted as committing the Employer to replace on a one for one basis.

(xv) Workload Provision

The parties agree to the following provisions with respect to addressing the workload concerns of the bargaining unit:

- (i) Representatives from Health and Community Services Eastern will conduct an assessment on the levels of care required for each resident at Pentecostal Senior Citizens' Home.

- (ii) An internal committee shall be struck consisting of two (2) Licensed Practical Nurses as determined by the Union, one (1) Social Worker, and the Administrator or designate.

Time spent by the bargaining unit committee members shall be treated as if the employees were participating in a labour management committee.

- (iii) The role of this committee will be to have input into the assessment carried out by the Health and Community Services Eastern representatives.

- (iv) The Health and Community Services Eastern representatives will use the Department of Health and Community Services guidelines for determining the level of care required for each resident.

- (v) The final determination with respect to assigning an assessment level to each resident will be done by the Health and Community Services Eastern representatives.

- (vi) The findings of the assessment process will be discussed and shared with the employer and the union.

The process as noted above to be completed within six (6) months from date of signing of this memorandum of agreement.

(xvi) Filling of Temporary PCA Positions

In an attempt to address the concerns of the remaining temporary PCA's on staff with the Employer (Betty Russell, Gay Bursey, Joan Russell) as of date of signing, the parties will jointly approach Human Resource Development Canada and possibly the College of the North Atlantic to determine if any training options are available for existing temporary PCA's as named above, to upgrade training to that of Licensed Practical Nurses.



Signed on behalf of the Pentecostal Senior Citizens' Home by its proper officers in the presence of the witness hereto subscribing:

[Signature]  
Witness

Beth Kelly Jones  
[Signature]

Signed on behalf of the Newfoundland and Labrador Health and Community Services 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:

Beth Kelly Jones  
Witness

[Signature]  
[Signature]

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

Patricia Thorne  
Witness

[Signature]  
[Signature]  
[Signature]  
[Signature]

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

[Signature]  
Witness

Mittle  
[Signature]

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE NEWFOUNDLAND AND LABRADOR ASSOCIATION  
OF PUBLIC AND PRIVATE EMPLOYEES  
AND THE  
CENTRAL REGIONAL HEALTH AUTHORITY**

This transition agreement replaces all other transition agreements currently in effect between the Central Regional Health Authority (including its legacy boards), Canadian Union of Public Employees and the Newfoundland and Labrador Association of Public and Private Employees Hospital Support Staff ("NAPE-HS").

This transition agreement made this *1st day of April 2010* is made in accordance with Article 35, Clause 35:02 of the NAPE Hospital Support Staff (NAPE-HS) Collective Agreement signed on February 12<sup>th</sup>, 2009, herein referred to as the Collective Agreement. As per an Order of the Labour Relations Board, dated February 6, 2009, this Memorandum of Agreement shall, govern the inclusion of employees who were formerly members of the Canadian Union of Public Employees Hospital Support Staff (CUPE-HS) Bargaining Unit.

All new employees hired in positions formerly covered by the CUPE-HS Collective Agreement will be hired under the terms and conditions of the NAPE-HS Collective Agreement and this Transition Agreement.

Any disputes arising out of this Agreement are subject to the grievance and arbitration provisions of the Collective Agreement.

The parties agree as follows:

1. **Bargaining Unit Structure**

- (a) It is recognized by both parties that Central Regional Health Authority refers to one (1) employer operating all facilities and services with employees represented by NAPE-HS which include the following locations:

James Paton Memorial Regional Health Centre  
Lakeside Homes  
3 Bell Place (Gander)  
Carmanville Community Health Centre  
Victoria Cove Community Health Centre

Central Newfoundland Regional Health Centre  
Carmelite House  
Regional Office (GFW)  
Provincial Building (GFW)  
Brown Avenue Therapeutic Residence (GFW)  
51 Union Street (GFW)  
Excite Building (GFW)

North Haven Manor Senior Citizens Home  
Lewisporte Community Services  
Lewisporte Laboratory/X-Ray Clinic

Dr. Hugh Twomey Health Centre  
Botwood Community Health Centre

Baie Verte Peninsula Health Centre  
La Scie Community Health Centre

A.M. Guy Memorial Health Centre

Connaigre Peninsula Health Centre  
Mose Ambrose Community Health Centre  
Hermitage Community Health Centre  
Bay d'Espoir Community Health Centre  
St. Alban's Community Health Centre  
Belleoram Community Health Centre

Brookfield/Bonnews Health Centre  
Hare Bay Community Health Centre  
Musgrave Harbour Community Health Centre  
Centreville Community Health Centre

Fogo Island Health Centre  
Change Island Community Health Centre

Green Bay Health Centre  
Valley Vista Senior Citizens Home  
Springdale Community Services  
Robert's Arm Community Health Centre

Notre Dame Bay Memorial Health Centre  
New World Island Community Health Centre

Dr. Brian Adams Community Health Centre (Gambo)  
Dr. CV Smith Memorial Community Health Centre (Glovertown)  
Eastport Community Health Centre

St. Brendan's Community Health Centre

- (b) All existing and new employees will be assigned to a facility as identified in 1(a).

2. **Seniority**

It is agreed by both parties that the seniority list for NAPE-HS and former CUPE-HS shall be merged as per the NAPE-HS Collective Agreement based on hours of service as per Article 14.

3. **Job Postings**

Job postings shall be posted in accordance with Article 15 of the NAPE (HS) Collective Agreement.

4. **Recall**

- a) Temporary employees shall be recalled in order of seniority as defined in Article 14:01(b) in his/her identified area provided that those temporary employees being recalled are qualified to do the work. Each temporary employee shall notify the Employer, in writing, as to the area he/she wishes recall. Where an area includes a community with more than one facility/work site, temporary employees shall be available for recall in all facilities/work sites within that community. Further, each temporary will indicate to which communities within the area they wish to be recalled. The areas are defined in Appendix "A".
- b) Temporary employees shall annually, prior to March 15<sup>th</sup>, notify the Employer as per (a) indicating any change from his/her initial choice relating to communities within their area.
- c) Further, temporary employees shall notify the Employer annually if he/she wishes to change his/her area for recall. In such instances, the temporary employee shall notify the Employer by March 1<sup>st</sup> and such change will be effective April 1<sup>st</sup>. Temporary employees moving to a new area will be placed at the bottom of the seniority list. Their existing seniority shall be maintained in the previous area.
- d) Other provisions relating to temporary recall shall be as per the NAPE-HS Collective Agreement unless specifically amended by this Agreement.

5. **Displacements**

An employee whose position is affected by a 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 Article 16 of the NAPE (HS) Collective Agreement.

6. **Family Leave**

Effective January 1<sup>st</sup>, 2010, all former CUPE-HS members shall have Family Leave in accordance with the NAPE-HS Collective Agreement, Article 23, Clause 23.05

7. **Holidays**

Effective January 1<sup>st</sup>, 2010, all former CUPE members shall receive holidays as per the NAPE-HS Collective Agreement, Article 20, Clause 20.01.

8. **Labour Management**

Site Labour Management Committees shall continue as per Article 9 of the HSS Collective Agreement and a Central Health Labour Management Committee shall be established which shall meet on a quarterly basis. For the purpose of the Central Health Labour Management Committee, Article 9 of the Hospital Support Staff Collective Agreement shall apply with the exception of Clause 9.03.

9. **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 Human Resources Department.

The Human Resources Department will attempt to resolve protests as expeditiously as possible and 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. All protests will be handled within thirty (30) days of the closing of the protest period.

10. **Effective Date**

This Memorandum of Agreement comes in effect on the date of signing.

Signed this 1<sup>st</sup> day of April, 2010.

Signed of behalf of the **Central Regional Health Authority** by its proper officers in the presence of the witness hereto subscribing:

Lori Hilliard  
Witness

Jerry Lyp

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

But Blundon  
Witness

Carol A. Hurling

Signed on behalf of the **Newfoundland and Labrador Health Boards Association** by its proper officers in the presence of the witness hereto subscribing:

Clansons  
Witness

Elizabeth Lane

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

D. Mills  
Witness

Mark Hall

**APPENDIX A**

**Areas for purpose of temporary recall:**

**Gander:**

James Paton Memorial Regional Health Centre  
Lakeside Homes  
3 Bell Place  
Carmanville Community Health Centre  
Victoria Cove Community Health Centre

Grand Falls-Windsor:  
Central Newfoundland Regional Health Centre  
Carmelite House  
Regional Office  
Provincial Building  
Brown Avenue Therapeutic Residence  
51 Union Street  
Excite Building

Lewisporte:  
North Haven Manor Senior Citizens Home  
Lewisporte Community Services  
Lewisporte Laboratory/X-Ray Clinic

Botwood:  
Dr. Hugh Twomey Health Centre  
Botwood Community Health Centre

Baie Verte:  
Baie Verte Peninsula Health Centre  
La Scie Community Health Centre

Buchans:  
A.M. Guy Memorial Health Centre

Connaigre Peninsula:  
1. Connaigre Peninsula Health Centre  
Mose Ambrose Community Health Centre  
Hermitage Community Health Centre  
2. Baie d'Espoir Community Health Centre  
3. St. Alban's Community Health Centre  
4. Belleoram Community Health Centre

- Note: The facilities in #1 shall be considered one community for the purpose of temporary recall. (As per #4 – Recall)

New-Wes-Valley:  
Brookfield/Bonnews Health Centre  
Hare Bay Community Health Centre

**Musgrave Harbour Community Health Centre  
Centreville Community Health Centre**

**Fogo Island:**

**Fogo Island Health Centre  
Change Island Community Health Centre**

**Springdale:**

**Green Bay Health Centre  
Valley Vista Senior Citizens Home  
Springdale Community Services  
Robert's Arm Community Health Centre**

**Twillingate**

**Notre Dame Bay Memorial Health Centre  
New World Island Community Health Centre**

**Gambo and Area:**

**Dr. Brian Adams Community Health Centre (Gambo)  
Dr. CV Smith Memorial Community Health Centre (Glovertown)  
Eastport Community Health Centre  
St. Brendan's Community Health Centre**



**Memorandum of Agreement  
Between  
The Newfoundland and Labrador Association of Public  
and Private Employees and the  
Labrador-Grenfell Regional Health Authority**



This transition agreement replaces all other transition agreements currently in effect between the Labrador-Grenfell Regional Health Authority ("Labrador-Grenfell Health"), the former Health Labrador Corporation and the former Grenfell Regional Health Services Board and with the Newfoundland and Labrador Association of Public and private Employees Hospital Support Staff ("NAPE-HS").

This transition agreement made this 26<sup>th</sup> day of May, 2009 is made in accordance with article 35, clause 35:02 of the NAPE Hospital Support Staff (NAPE-HS) Collective Agreement signed on February 12<sup>th</sup>, 2009, herein referred to as the Collective Agreement. As per an Order of the Labour Relations Board, dated February 6, 2009, this Memorandum of Agreement shall, govern the inclusion of employees who were formerly members of the Canadian Union of Public Employees Hospital Support Staff (CUPE-HS) Bargaining Unit Locals 1544 and 1644 and Non-Union Non-Management (NUNM) employees of Labrador-Grenfell Health as listed in Appendix A.

All new employees hired in positions formerly covered by the CUPE-HS Collective Agreement will be hired under the terms and conditions of the NAPE-HS Collective Agreement and this Transition Agreement, where they differ.

The parties agree as follows:

1. Bargaining Unit Structure:

It is recognized by both parties that Labrador-Grenfell Health refers to one (1) employer operating all facilities and services with employees represented by NAPE-HS which include the following locations:

- a) Black Tickle
- b) Cartwright
- c) Charlottetown
- d) Mary's Harbour
- e) Port Hope Simpson
- f) St. Lewis
- g) Forteau
- h) Nain
- i) Hopedale
- j) Natuashish
- k) Makkovik
- l) Postville
- m) Rigolet

- n) North West River/Sheshatshiu
- o) Churchill Falls
- p) St. Anthony
- q) Flowers Cove
- r) Roddickton
- s) Labrador City/Wabush
- t) Happy Valley – Goose Bay

2. Seniority:

- a) It is agreed by both parties that the seniority list for NAPE-HS and former CUPE-HS shall be merged as per the NAPE-HS collective agreement based on hours of service as per article 14.
- b) It is agreed by both parties that notwithstanding clause 14.01(c), clauses 14.01(a) and 14.01(b) of the NAPE HS collective agreement shall be applied to determine seniority for those entering the bargaining unit from the non union non management employees listed in Appendix A under this memorandum of agreement. Clause 14.01(c) shall have no affect except that all future inclusions shall be subject to clauses 14.01(a), (b) and (c).

3. Job Postings:

- a) Job postings shall be posted as per article 15 of the NAPE-HS Collective Agreement.

4. Recall:

- a) Permanent employees shall be recalled as per article 16 of the Collective Agreement.
- b) Within 30 days of the effective date of the signing of this agreement, all temporary employees should indicate in writing to the employer their desired sites for recall.
- c) Recall of temporary employees shall be as per article 16 of the collective agreement:
  - i. Temporary employees wishing to be recalled to more than one site shall notify the employer in writing on April 1 and October 1 of each year indicating the site (s) and department(s) for recall.
  - ii. Temporary and permanent part-time employees who already have seniority on more than one (1) site shall maintain this seniority separately for each site.

- iii. Employees who request in writing to be recalled to a site or department for the first time, shall be placed at the bottom of the seniority recall list at the new site(s)/department(s).
- iv. Seniority shall be combined for job postings as per article 15 of the collective agreement.

5. Displacements:

- a) An employee whose position is affected by a 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 article 16 of the NAPE HS Collective Agreement.

6. Family Leave:

- a) Former CUPE-HS members shall maintain their Family Leave as per the CUPE-HS collective agreement, Article 23, Clause 23:05, until December 31, 2009. As of January 1, 2010, all former CUPE-HS members shall have Family Leave in accordance with NAPE HS Collective Agreement Article 23, Clause 23:05.
- b) As of May 18, 2009, all former non union non management employees as listed in Appendix A shall acquire Family Leave as per the NAPE HS collective agreement, Article 23, Clause 23:05.

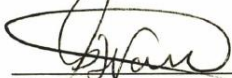
7. Former Non Union/Non Management Employees.

Effective May 18<sup>th</sup>, 2009, all new employees hired in NUNM positions formerly occupied by those individuals listed in Appendix A, will be hired under the terms and conditions of the NAPE-HS Collective Agreement.

- a) The employees listed in Appendix A shall continue on the current paid leave plan until May 17, 2009. On May 18, 2009 all paid leave accrued to May 17, 2009, will be maintained in a separate bank. Effective May 18, 2009, all leave shall be accrued in accordance with the NAPE-HS collective agreement. The banked paid leave days may be used by the employee as annual leave or sick leave in accordance with the NAPE-HS collective agreement.
- b) The applicable articles of the NAPE-HS Collective Agreement shall be used to determine annual leave, sick leave, accrual rates, step progression and severance pay for the above noted employees.
- c) Holidays:
  - i. Until December 31<sup>st</sup>, 2009, the employees listed in Appendix A will continue to receive holidays as per NUNM guidelines (listed in Appendix B). Effective January 1<sup>st</sup>, 2010, they will receive holidays as per the NAPE-HS collective



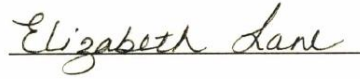
Signed on behalf of the **Newfoundland and Labrador Association of Public and Private Employees** by its proper officers in the presence of the witness hereto subscribing:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_

Signed on behalf of the **Newfoundland and Labrador Health Boards Association** by its proper officers in the presence of the witness hereto subscribing:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_

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

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_

**Appendix A**  
**List of Former Non Union Non Management (NUNM) Employees included in the**  
**Labour Relations Board Order dated February 12<sup>th</sup>, 2009**

Employment Location	Name	Job Code Description
BLACK TICKLE	COOMBS,TIMOTHY	MAINTENANCE REPAIRER I
BLACK TICKLE	KEEFE,RICHARD	MAINTENANCE REPAIRER I
BLACK TICKLE	MORRIS,ALBERT	MAINTENANCE REPAIRER I
BLACK TICKLE	MORRIS,KATHLEEN	PERSONAL CARE ATTENDANT
BLACK TICKLE	KEEFE,PAULINE	PERSONAL CARE ATTENDANT
CARTWRIGHT	MORRIS,RICHARD	MAINTENANCE REPAIRER I
CARTWRIGHT	BROWN,ROBIN	MAINTENANCE REPAIRER I
CARTWRIGHT	HOLWELL,THOMAS	MAINTENANCE REPAIRER I
CARTWRIGHT	MORRIS,CLARENCE	MAINTENANCE REPAIRER I
CARTWRIGHT	HEARD,ENA	PERSONAL CARE ATTENDANT
CARTWRIGHT	HAMEL,DORA	PERSONAL CARE ATTENDANT
CARTWRIGHT	MORRIS,LUCY	PERSONAL CARE ATTENDANT
CARTWRIGHT	WILLIAMS,CLEMENTINE	PERSONAL CARE ATTENDANT
CARTWRIGHT	DYSON,VIOLET	PERSONAL CARE ATTENDANT
CHARLOTTETOWN	KIPPENHUCK,CARL	MAINTENANCE REPAIRER I
CHARLOTTETOWN	TURNBULL,DARRYL	MAINTENANCE REPAIRER I
CHARLOTTETOWN	WARD,DRAPER	MAINTENANCE REPAIRER I
CHARLOTTETOWN	MARSHALL,ELLA	PERSONAL CARE ATTENDANT
CHARLOTTETOWN	MORRIS,PHYLLIS	PERSONAL CARE ATTENDANT
CHARLOTTETOWN	MORRIS,OVADIUS	PERSONAL CARE ATTENDANT
CHARLOTTETOWN	ROBERTS,PAGE	PERSONAL CARE ATTENDANT
CHARLOTTETOWN	MORRIS,WARREN	PERSONAL CARE ATTENDANT
CHARLOTTETOWN	CAMPBELL,MILDRED	PERSONAL CARE ATTENDANT
CHURCHILL FALLS	ROPSON,BARBARA	PERSONAL CARE ATTENDANT
CHURCHILL FALLS	SHEPPARD,NOREEN	PERSONAL CARE ATTENDANT
CHURCHILL FALLS	LAKE,FRANCES	PERSONAL CARE ATTENDANT
NATUASHISH	DICKER,FRANK WILLIAM	MAINTENANCE REPAIRER I
NATUASHISH	DICKER,DEAN	PERSONAL CARE ATTENDANT
FLOWER'S COVE	GENGE,DEIDRE C	TYPIST II
HOPEDALE	SHUGLO,ALVINA	DOMESTIC WORKER
HOPEDALE	PIERCY,CHESLEY	MAINTENANCE REPAIRER I
HOPEDALE	JENSEN,SARAH	PERSONAL CARE ATTENDANT
HOPEDALE	LUCY,DAMIEON	PERSONAL CARE ATTENDANT
HOPEDALE	PIJOGGE,KATIE	PERSONAL CARE ATTENDANT
HOPEDALE	IGLOLIORTE,SOLOMON	MAINTENANCE REPAIRER I
HV - GOOSE BAY	BROOMFIELD,BEVERLEY	TYPIST II
HV - GOOSE BAY	BRENTON,JUNE M	CLERK TYPIST III
HV - GOOSE BAY	LINEHAN,LISA	CLERK TYPIST III

HV - GOOSE BAY	CABOT,KIM	PHYSIOTHERAPIST SUPPORT WORKER
HV - GOOSE BAY	MERRICK,MAXINE	PERSONAL CARE ATTENDANT
HV - GOOSE BAY	MULLINS,CHAT	PERSONAL CARE ATTENDANT
HV - GOOSE BAY	PARSONS,LOUISE	PERSONAL CARE ATTENDANT
HV - GOOSE BAY	WHITE,SUSAN MARIE	PERSONAL CARE ATTENDANT
HV - GOOSE BAY	PENNEY,SALLY	SECRETARY I
MAKKOVIK	ANDERSEN,ANDERS	MAINTENANCE REPAIRER I
MAKKOVIK	HEARD,IRENE	PERSONAL CARE ATTENDANT
MAKKOVIK	ANDERSEN,BRIDGET	PERSONAL CARE ATTENDANT
MAKKOVIK	ANDERSEN,KAREN	PERSONAL CARE ATTENDANT
MAKKOVIK	LYALL,NEVIE	PERSONAL CARE ATTENDANT
MAKKOVIK	WINTERS,NELLIE	PERSONAL CARE ATTENDANT
MAKKOVIK	FAULKNER,MARILYN	PERSONAL CARE ATTENDANT
MARY'S HARBOUR	NORMORE,ALLISON	LICENSED PRACTICAL NURSE I
MARY'S HARBOUR	RUMBOLT,THEODORE D	MAINTENANCE REPAIRER I
MARY'S HARBOUR	RUMBOLT,STANLEY	MAINTENANCE REPAIRER I
MARY'S HARBOUR	RUMBOLT,OLIVE	PERSONAL CARE ATTENDANT
MARY'S HARBOUR	RUMBOLT,CHERYL	PERSONAL CARE ATTENDANT
NORTH WEST RIVER	JACQUE,WALTER	AMBULANCE OPERATOR/ATTENDANT I
NORTH WEST RIVER	MICHELIN,VANCE	AMBULANCE OPERATOR/ATTENDANT I
NORTH WEST RIVER	MONTAGUE,BRENT	AMBULANCE OPERATOR/ATTENDANT I
NORTH WEST RIVER	BRUCE,ALBAN	PARAMEDIC I
NORTH WEST RIVER	BLAKE,INA	PERSONAL CARE ATTENDANT
NORTH WEST RIVER	PARSONS,YVONNE	PERSONAL CARE ATTENDANT
NORTH WEST RIVER	BLAKE,KERRI LYNNE	PERSONAL CARE ATTENDANT
NORTH WEST RIVER	NUNA,BRIDGET	PERSONAL CARE ATTENDANT
NORTH WEST RIVER	O'BRIEN,PRISCILLA	PERSONAL CARE ATTENDANT
NORTH WEST RIVER	PONE,AGATHA	PERSONAL CARE ATTENDANT
NORTH WEST RIVER	POWELL,LARRY	PERSONAL CARE ATTENDANT
NORTH WEST RIVER	BUTT, TANYA	CLERK I
NORTH WEST RIVER	MICHELIN,ROSLEY	PARAMEDIC I
PORT HOPE SIMPSON	SAMPSON,DONALD	MAINTENANCE REPAIRER I
PORT HOPE SIMPSON	PENNEY,LEMUEL	MAINTENANCE REPAIRER I
PORT HOPE SIMPSON	SAMSON,ALTON	MAINTENANCE REPAIRER I
PORT HOPE SIMPSON	HEDDERSON,MURIEL	PERSONAL CARE ATTENDANT
PORT HOPE SIMPSON	HICKS,ELIZABETH	PERSONAL CARE ATTENDANT
PORT HOPE SIMPSON	RUSSELL,BEVERLY	PERSONAL CARE ATTENDANT
PORT HOPE SIMPSON	STRUNGNELL,VIOLET	PERSONAL CARE ATTENDANT

SIMPSON		
PORT HOPE		
SIMPSON	POOLE,DORA	PERSONAL CARE ATTENDANT
PORT HOPE		
SIMPSON	RUSSELL,VERA	PERSONAL CARE ATTENDANT
PORT HOPE		
SIMPSON	RUSSELL,YVONNE	PERSONAL CARE ATTENDANT
PORT HOPE		
SIMPSON	TURNBULL,IRIS	PERSONAL CARE ATTENDANT
PORT HOPE		
SIMPSON	DECKER, GLORIA	PERSONAL CARE ATTENDANT
POSTVILLE	BURDEN,SAMUEL	MAINTENANCE REPAIRER I
POSTVILLE	EDMUNDS,TREVOR	MAINTENANCE REPAIRER I
POSTVILLE	DECKER,KATHY	PERSONAL CARE ATTENDANT
POSTVILLE	FORD,ROSE	PERSONAL CARE ATTENDANT
POSTVILLE	JACQUE,DORIS	PERSONAL CARE ATTENDANT
POSTVILLE	BROOMFIELD,LAVERN	MAINTENANCE REPAIRER I
POSTVILLE	WEBB,ROSE	PERSONAL CARE ATTENDANT
RIGOLET	SHEPPARD,BARRY	MAINTENANCE REPAIRER I
RIGOLET	MICHELIN,DANIEL	MAINTENANCE REPAIRER I
RIGOLET	SHEPPARD,JIMMY	MAINTENANCE REPAIRER I
RIGOLET	FLOWERS,CAROL	PERSONAL CARE ATTENDANT
RIGOLET	BAIKIE,MARILYN	PERSONAL CARE ATTENDANT
RIGOLET	PALLISER,CARLENE	PERSONAL CARE ATTENDANT
RIGOLET	SHIWAK,SALLY	PERSONAL CARE ATTENDANT
RIGOLET	FLOWERS,WAYNE	MAINTENANCE REPAIRER I
ST. LEWIS	POOLE,ANNIE	PERSONAL CARE ATTENDANT
ST. LEWIS	CHUBBS,GERALD	MAINTENANCE REPAIRER I
ST. LEWIS	BOLGER,BETTY	PERSONAL CARE ATTENDANT
ST. LEWIS	CHUBBS,CLYDE	MAINTENANCE REPAIRER I



**Appendix B  
Holidays as Defined until December 31, 2009, for Former CUPE-HS and Non  
Union Non Management Employees**

<b>Holiday</b>	<b>Date Observed</b>	<b>CUPE</b>	<b>NUNM</b>
New Year's Day	Thursday, January 1	X	X
Founder's Day	Monday, March 2		X STA FC RODD FORT CC only
Good Friday	Friday, April 10	X	X
Easter Monday	Monday, April 13	X STA, FC, FORT only	X
Victoria Day	Monday, May 18	X	X
Memorial Day	Wednesday, July 1	X	X
Regatta Day	<i>Monday, Aug 3</i> (LHC)  <i>Friday, July 31</i> (CWJ)		X LHC PH CWJ only
Orangeman's Day	Monday, July 13	X CWJ only	
Labour Day	Monday, Sept. 7	X	X
Thanksgiving Day	Monday, Oct. 12	X	X
Armistice Day	Wednesday, Nov. 11		X
Christmas Day	Friday, Dec. 25	X	X
Boxing Day	Monday, Dec. 28	X	X

LHC = Labrador Health Center    PH = Paddon Home    CWJ = Captain William Jackman  
 STA = St. Anthony    FC= Flower's Cove  
 FORT = Forteau    SSS = Sheshatshui    HOPE = Hopedale  
 MAK = Makkovik    RODD=Roddickton  
 GB = Goose Bay    CRT = Cartwright    NAT = Natuashish  
 WAB = Wabush  
 CC = Mary's Harbour, Port Hope Simpson, Charlottetown, St. Lewis

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**An Agreement Covering the Transition of Hospital Support  
Staff from the Regional Health Authorities to the New  
Department of Child, Youth, and Family Services**

July 4, 2012

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An Agreement Between:

Her Majesty the Queen in Right of Newfoundland & Labrador  
(represented therein by Treasury Board and referred herein as "the Government of  
Newfoundland and Labrador" or "the Employer")

and

*The Newfoundland and Labrador Association of Public and Private Employees*  
(hereinafter referred to as "NAPE" or "the Union"), representing Hospital Support Staff

(Collectively "the parties")

.....

Whereas a new government department, the Department of Child, Youth & Family Services, has been established to oversee the provision of services relating to the protection of children in Newfoundland and Labrador and whereas the transition of employees from Regional Health Authorities to this new department is required, the parties hereby agree that the clauses set out in this agreement either replace the current corresponding clauses in the Hospital Support Staff Collective Agreement which expires March 31, 2012 or in the case of new clauses, supplement said Collective Agreement. In the event of a discrepancy between this transition agreement and a pre-existing NAPE HS transition agreement and insofar as such discrepancy affects employees who transitioned to the Government of Newfoundland and Labrador from a Regional Health Authority as a result of the movement of Child, Youth, and Family Services, this transition agreement shall prevail.

The parties agree that this Transition Agreement will become effective the date of signing of this agreement. Further, NAPE and the Government of Newfoundland and Labrador agree that this Transition Agreement pertains only to Hospital Support Staff bargaining unit members employed by the Government of Newfoundland and Labrador except to the extent as modified herein. Both parties recognize that the clauses of the current Hospital Support Staff Collective Agreement not specifically modified by this collective agreement continue to be in full force and effect.

The parties agree as follows:

**1. Bargaining Unit Structure**

- (a) All employees of the Government of Newfoundland and Labrador who are governed by the Hospital Support Staff Collective Agreement shall be recognized as one bargaining unit. Specifically, this bargaining unit includes the following individuals:
  - I. all NAPE Hospital Support Staff employees who transitioned to the Department of Child, Youth and Family Services from the Regional Health Authorities as a

result of the movement of Child, Youth and Family Services back to the Government of Newfoundland and Labrador;

- II. any/ all individuals thereafter who accept positions designated as part of the Hospital Support Staff bargaining unit under the direct employ of the Government of Newfoundland and Labrador;
- III. all employees of the Government of Newfoundland and Labrador directly employed by a Government Department and currently covered by the NAPE Hospital Support Staff Collective Agreement.

(b) All existing and new employees will be assigned to a facility for the purposes of layoff, bumping, and recall.

2. **Article 16: Layoff and Recall**

16.12 **Seniority Lists for Employees of the Department of CYFS**

It is agreed by both parties that the seniority lists of permanent and temporary employees will be merged into one list for permanent employees and one list for temporary employees, subject to the applicable provisions of this Transition Agreement.

Employees will have thirty (30) days to review the merged list once finalized and submit any concerns. Any concerns must be in writing stating reasons and submitted to the Director of Human Resources. The Employer will work to resolve all written concerns put forth within sixty (60) days of being received.

3. **Job Postings**

Job postings shall be posted in accordance with Article 15 of the NAPE HS Collective Agreement.

4. **Recognition**

3:08 **Agreement Overrides Employer 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. Any disputes arising out of the application of this Transition Agreement are subject to the grievance and arbitration provisions of the NAPE-HS Collective Agreement.

5. **Article 9 - Labour Management Committee**

9:01 The Labour Management Committee of the Department of CYFS shall consist of four (4) Union representatives and four (4) management representatives and meet quarterly or as mutually agreed by the parties. Two (2) of the meetings may be audio or video conferencing. Any costs associated with holding of meetings shall be paid by the Employer. **(an addition to the existing 9.01)**

6. **Article 11 - Grievance Procedure**

11.03 The parties agree that the maximum number of Shop Stewards for the Department of Child, Youth and Family Services shall be eighteen (18). The Union will determine the allocation of Shop Stewards with each Region. **(an addition to the existing 11.03)**

7. **Article 13 - Probation**

Any employee currently serving a probationary period will continue to be probationary until the employee has accumulated a total of 487.5 hours as per Clause 13:01 (a) of the NAPE-HS Collective Agreement. Hours worked previous to transitioning to the Department of Child, Youth and Family Services shall be considered for this purpose.

8. **Article 16 - Layoff and Recall**

16:13 (a) Layoff for Employees of the Dept of CYFS

- (i) Layoff and recall provisions of the NAPE-HS Collective Agreement shall apply, except as specifically abridged. Upon layoff, the employer shall advise the employee that he/ she should provide the employer with an updated résumé if the employee's qualifications have changed since his/ her latest date of hire.
- (ii) Where a layoff results as per Article 16 and the permanent employee has no bumping option within their community, then the permanent employee can accept layoff and be subject to the applicable recall provisions of the NAPE-HS Collective Agreement or choose to bump within another community, subject to Clause 16:01 (d).

- (b) Recall of permanent employees shall be in accordance with the NAPE-HS Collective Agreement.

Recall of Temporary Employees of the Dept of CYS

- (i) Temporary employees shall be recalled in order of seniority as defined in Clause 14:01 (b) in his/her identified area provided that those temporary employees being recalled are qualified to do the work. Each temporary employee shall notify the Employer, in writing, as to the area he/she wishes recall. Where an area includes a community with more than one (1) facility/work site, temporary employees shall be available for recall in all facilities/work sites within that community. Further, each temporary will indicate to which communities within the area they wish to be recalled. The areas are defined in Appendix 'A'.
- (ii) Temporary employees shall annually, prior to March 15<sup>th</sup>, notify the Employer as per (i) indicating any change from his/her initial choice relating to communities within their area.
- (iii) Further, temporary employees shall notify the Employer annually if he/she wishes to change his/her area for recall. In such instances, the temporary employee shall notify the Employer by March 1<sup>st</sup> and such change will be effective April 1<sup>st</sup>.
- (iv) Other provisions relating to temporary recall shall be as per the NAPE-HS Collective Agreement unless specifically amended by this Agreement.

10. **Article 20 - Holidays**

20.01 (c) Holidays for Employees of the Dept of CYFS

- (i) Employees shall receive one (1) day's 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

(i) Thanksgiving Day

(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
- (i) Thanksgiving Day

11. Schedule 'C'

The parties agree to recognize the Department of Child, Youth and Family Services as part of Schedule "C", Section (b).

12. Conversion of Temporary Employees

The following temporary employees are hereby converted to permanent employees as defined by Clause 25:02(q):

Baker, Shelley	Kean, Tammy
Bruce, Jamie	Lane, Rochelle
Bullard, Chastity	Maloney, Roxanne
Carey, Michelle M	McGrath, Paulette
Dyke Janice E	Mercer, Michele A
Furlong, Andrea	Murphy, Irene
Guerra, Walter R	Petersen, Lori
Hardy, Julia	Rice, Dana
Heislinger, Colette	Riggs, Denise J
Hickman, Lisa D	Russell, Erin
Hogan, Cynthia	Thomas, Tracey
Humber, Lori A	

In all cases where a temporary employee is converted to permanent, the employee will be given credit for total service.

No other temporary positions shall be converted to permanent. All other temporary positions which secure permanent funding shall be posted and filled in accordance with the Hospital Support Staff Collective Agreement.


13. Internal Status with Previous Employer

1. Employees covered by the Hospital Support Staff Collective Agreement who transitioned to the Department of Child, Youth, and Family Services from a Regional Health Authority and who have seniority rights in the Government of Newfoundland and Labrador's NAPE-HS bargaining unit shall be considered internal applicants on job competitions in the RHA bargaining unit from which they came.


2. This internal status shall begin at the date of signing of this transition agreement and shall continue for two (2) years.
3. Eligible HS employees shall be permitted to apply on RHA positions using the seniority each had accrued at the time of transition.
4. This Article shall not be applied retroactively to any job competitions which have closed prior to the date of signing of this agreement.

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:

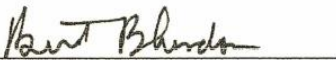
  
Honourable Tom Marshall  
President of Treasury Board

July 17, 2012  
Date

  
Witness

July 17, 2012  
Date

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

  
Bert Blundon  
NAPE

July 4, 2012  
Date

  
Witness

July 4, 2012  
Date

***Letter of Understanding***

Mr Jerry Earle  
Employee Relations Officer  
Newfoundland & Labrador Association of  
Public & Private Employees

Dear Mr. Earle:

**Re: Internal Candidate Status with the Government of Newfoundland and Labrador**

This will confirm that all Hospital Support Staff (HSS) employees under the direct employ of a Government Department, including those who transitioned as a result of the movement of Child, Youth, and Family Services back to Government, who apply on non-HSS positions with the Government of Newfoundland and Labrador shall be considered internal applicants. Similarly, non-HSS employees under the direct employ of a Government Department shall be considered internal candidates when applying on HSS positions with the Government of Newfoundland and Labrador.

Notwithstanding the above, employees shall not be permitted to carry seniority from one bargaining unit to another and seniority in one bargaining unit cannot be used to apply on a position in another bargaining unit.

Sincerely,

  
David Martin  
Collective Bargaining Division



***Letter of Understanding***

Mr Jerry Earle  
Employee Relations Officer  
Newfoundland & Labrador Association of  
Public & Private Employees

Dear Mr Earle,

This is to confirm that the Department of Child, Youth & Family Services will support a classification request of Clerk IV's (File Disclosure Clerks) commensurate with any new duties given this group of employees.



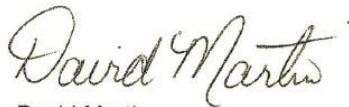
David Martin  
Collective Bargaining Division

*Letter of Understanding*

Mr Jerry Earle  
Employee Relations Officer  
Newfoundland & Labrador Association of  
Public & Private Employees

Dear Mr Earle.

This letter is to confirm that the parties have agreed to meet to discuss any issues which may have arisen subsequent to the transfer of CYFS staff and services within six (6) months of the date of signing of this agreement.



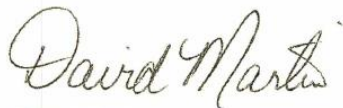
David Martin  
Collective Bargaining Division

*Letter of Understanding*

Mr. Jerry Earle  
Employee Relations Officer  
Newfoundland & Labrador Association of  
Public & Private Employees

Dear Mr. Earle.

This letter is to confirm that should the current Eastern Health-Hospital Support Staff Bargaining Units merge to form one employer-wide Hospital Support Staff Bargaining Unit within two (2) years from the date of signing of this transition agreement, the Government of Newfoundland and Labrador shall recognize the HS seniority that HS employees transitioning to the new Department of CYFS had to leave with Eastern Health due to the absence of a transition agreement for that employer.



David Martin  
Collective Bargaining Division

**APPENDIX A**  
**Department of Child, Youth and Family Services**  
**Areas for Bumping and Recall (Hospital Support Staff)**

<b><u>Area 1</u></b> St. John's Mount Pearl Paradise Bell Island	<b><u>Area 2</u></b> Conception Bay South Holyrood St. Mary's	<b><u>Area 3</u></b> Bay Roberts Harbour Grace Whitbourne Placentia
<b><u>Area 4</u></b> Ferryland	<b><u>Area 5</u></b> Clarenville Bonavista	<b><u>Area 6</u></b> Marystown
<b><u>Area 7</u></b> Gambo Musgrave Harbour Gander New Wes Valley	<b><u>Area 8</u></b> Grand Falls-Windsor Botwood	<b><u>Area 9</u></b> Lewisporte Twillingate Fogo
<b><u>Area 10</u></b> Conne River Harbour Breton St. Alban's	<b><u>Area 11</u></b> Springdale Baie Verte	<b><u>Area 12</u></b> Roddickton Flower's Cove St. Anthony
<b><u>Area 13</u></b> Happy Valley-Goose Bay Sheshatshiu	<b><u>Area 14</u></b> Labrador City Wabush	<b><u>Area 15</u></b> Nain
<b><u>Area 16</u></b> Makkovic	<b><u>Area 17</u></b> Hopedale	<b><u>Area 18</u></b> Cartwright
<b><u>Area 19</u></b> Natuashish	<b><u>Area 20</u></b> Forteau	<b><u>Area 21</u></b> Port Hope Simpson
<b><u>Area 22</u></b> Postville	<b><u>Area 23</u></b> Rigolet	<b><u>Area 24</u></b> Mary's Harbour

**SCHEDULE J**

**FLEXIBLE HOURS OF WORK**  
**(HEALTH AND COMMUNITY SERVICES BOARDS)**

**Preamble:** All provisions of the Collective Agreement shall apply unless specifically amended in the Flextime Agreement Arrangement in Articles 17A and 18A below:

**Articles 17A and 18A apply for the Health and Community Services Boards when a flextime arrangement schedule is agreed by the employee, employer, and the union.**

**ARTICLE 17A HOURS OF WORK (HEALTH AND COMMUNITY SERVICES)**

17.01A Recognizing the particular and unique needs of clients dealing with Health and Community Services Boards and that the very nature of this work dictates that such services cannot always be predicted in advance, the parties, therefore, agree that work schedules for employees may be scheduled on a flexible basis in the interest of client care and/or efficiency of the overall operation. A Flextime Arrangement Agreement shall be by mutual agreement between employer, employee, and union.

*Flextime* is when an employee and employer agree that the employee work beyond regular working hours and/or adjust their own schedule within 150 hours for two pay periods. Such time worked or adjustment of the schedule will be at straight time.

- (i) The normal hours of work shall be thirty-seven and one-half (37.5) hours per week divided into five (5) seven and one-half (7.5) hour days excluding a one-half (1/2) hour unpaid meal period but including a rest period of fifteen (15) consecutive minutes in the first half and second half of the day.
- (ii) Employees shall not be required to work a split shift without the consent of the employee.
- (iii) Time worked in excess of seven and one-half (7.5) hours per day by reason of a flexible working arrangement shall be taken off by the employee at regular hourly rates. Prior notification of the intention to take time off must be provided to the manager and approval for such time should not be unreasonably denied. Such time off shall be taken on a timely basis and at no time shall an employee have in excess of thirty-seven point five (37.5) hours of flextime banked. At the end of the one hundred and fifty (150) hours period, any flextime left shall be placed in a compensation time bank.
- (iv) The seven and one-half (7.5) hour work day may be altered in the interest of client care and/or efficiency or to complete work due to exceptional circumstances. Such a schedule will ensure the work day does not exceed ten (10) hours per day between the hours of 0700 and 2100 hours unless otherwise mutually agreed between the employer

and the employee. The rests between shifts will be twelve (12) hours unless otherwise mutually agreed between the employee and the employer.

- (v) Subject to the operational requirements of the employer, the employer agrees to maintain scheduling consistency whenever practical in order to minimize irregular patterns of days of work and days of rest.
- (vi) In order to provide the flexibility necessary to enable the completion of the required hours of work in each four (4) week period, it is agreed that no premiums or overtime shall apply where it results from a flexible work arrangement as outlined in this Clause.
- (vii) Days off shall be allocated at the rate of the minimum of two (2) consecutive days off except where mutually agreed between the employee and employer.
- (viii) The employer shall make every reasonable effort to notify an employee of any anticipated changes to the length of their work day.
- (ix) Either the employer or employee shall have the right to terminate a flextime arrangement by providing twenty-one (21) days written notice to the other party.

17.02A Meal Periods

Employees shall schedule their own meal periods depending on the work load. In the event an employee is required to work through their meal period, they shall be paid the applicable overtime rate for the period worked.

17.03A Client Schedule

Employees shall keep an accurate record of the actual hours worked and the clients visited. These records shall be submitted to the employer on a regular basis.

17.04A Exchanging Days Off

Employees may exchange their days off with the approval of the employer.

**ARTICLE 18A - OVERTIME (HEALTH AND COMMUNITY SERVICE(S))**

- 18.01A (i) When an employee is required to work beyond one hundred and fifty (150) hours for two (2) pay periods or beyond ten (10) hours per day, they shall be granted, at their option, compensatory time off at the rate of time and one-half (1 1/2) for the overtime hours worked or overtime pay at the rate of time and one half (1 1/2) for the overtime hours worked.

- (ii) Approval of Overtime

All overtime is subject to the prior approval of the employer.

**SCHEDULE K**

**CENTRAL LAUNDRY SCHEDULE**

The parties agree to the implementation of a twelve (12) hour shift schedule based on the following:

- (i) The permanent employees at Central Laundry will vote as to their Agreement.
- (ii) There shall be a three (3) month trial period, following which either party may opt out thus converting to current practice.
- (iii) The schedule shall be based on weekends being Saturday, Sunday, Monday.
- (iv) Providing there isn't a reduction in the number of permanent full-time employees as a result of the twelve (12) hour schedule.

## **SCHEDULE L**

### **JOB SHARING GUIDELINES**

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

The suggested guidelines are as follows:

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

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

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



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

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

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

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

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

## **SCHEDULE M**

### **GRIEVANCE RESOLUTION TRIBUNAL**

To facilitate the resolution of outstanding grievances, the parties agree to participate in a Grievance Resolution Tribunal (the Tribunal) process on a trial basis. In order to evaluate the benefit of this process, the trial will be limited to one Health Care Board. This Tribunal process will be completed by September 30, 2002. Upon completion of the project/trial, the parties may mutually agree to apply the Grievance Resolution Tribunal process to all Health Care Boards on a continuing basis.

Should the parties complete the trial period by an earlier date, and it is mutually agreed to be successful, then the parties may commence the process in other Health Care Boards on a continuing basis.

1. The parties will mutually agree to the selection of a Chairperson for the Grievance Resolution Tribunal.
2. The Employer will select an employer representative from another Health Care Board.
3. The Union will select a union representative from another Health Care Board.
4. Grievances selected for this process shall be by mutual agreement between the Union and the Employer.
5. The Chairperson shall be responsible for the scheduling, location, and protocol of the hearings.
6. The Tribunal shall not have the power to change the collective agreement or to alter, modify, or amend any of its provisions but shall dispose of a grievance by any arrangement which they deem just and equitable.
7. Each party will have a total of one hour to present its argument and evidence to the Tribunal:
  - (a) The one hour deadline should not be rigidly applied to discussions that may lead to a satisfactory resolution of the dispute.
  - (b) Each party will make a brief opening statement followed by a rebuttal.
  - (c) The parties will be directed to focus discussions on the merits of the case.
  - (d) The calling of witnesses will be limited. However, the Union may call the grievor or representative, but not both, and the Employer may call one witness.

8. The Tribunal will adjourn immediately following the presentation of arguments. Tribunal deliberations will include discussion of the merits of the case.
9. Decisions of the tribunal must be unanimous and will be final and binding on both parties. Grievances not resolved by the Tribunal will revert back to the parties for further action.
10. Decisions of the Tribunal will be rendered as bench decisions and there will be no written record of decisions or considerations.
11. Decisions of the Tribunal will not be presented or referred to in any subsequent arbitration or tribunal process.
12. Decisions of the Tribunal are not reviewable by judicial review or otherwise.

March 31, 2018

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

Dear Mr. King:

**Re: *Child Care Facilities***

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.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

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

Dear Mr. King:

***Re: Summer Scheduling***

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.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

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

Dear Mr. King:

***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.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist

March 31, 2018

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

Dear Mr. King:

**Re: *Family Leave, Union Leave, Bereavement Leave***

Please be advised that for the purpose of clause 23.05 - Family Leave, clause 23.02 - Leave of Absence for Union Leave and clause 23.04 - Paid 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.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

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

Dear Mr. King:

***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.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat



March 31, 2018

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

Dear Mr. King:

***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.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

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

Dear Mr. King:

***Re: Youth Corrections Worker Injury***

Where a Youth Corrections Worker is injured by a willful act of violence directed at them solely because they are a Youth Corrections Worker, and such injury is not compensable under the *Workplace Health, Safety and Compensation Act*, the Youth Corrections Worker may receive salary during leave due to the injury comparable to the benefit level available under the *Workplace Health, Safety and 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.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

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

Dear Mr. King:

***Re: Transition Agreements***

Within one (1) year of signing the Collective Agreement, the Union and each Employer, on an Employer by Employer basis, shall review their transition agreements to identify the Articles which may be modified.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

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

Dear Mr. King:

***Re: Exposure to Infectious/Contagious Disease***

Where an Employer becomes aware that an employee has been or may have been exposed to an infectious or contagious disease in the performance of their duties, the Employer will immediately inform the employee of the potential risk, and of the appropriate protocol to deal with the risk. Costs associated with the initial protocol shall be compensated by the Employer.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

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

Dear Mr. King:

**Re: E-Mail Access**

Where capacity and the resources exist, the Employer may provide access to the Union for the purpose of sending lawful information to its members, subject to the Employer policies.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

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

Dear Mr. King:

***Re: Return to Exact Position***

Where a permanent employee or permanent part-time employee applies for a temporary position as per clause 15.14 or attains leave as per Articles 21, 22, 23, 26.02 or other relevant articles, such employee shall, on completion, return to their "exact" position, providing operational requirements have not changed. That is their shift, schedule, team, work area, etc.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

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

Dear Mr. King:

**Re: Outstanding Grievances**

On an employer by employer basis the union will present a listing of all outstanding grievances. The parties will discuss resolution processes including mediation/arbitration with an aim to addressing outstanding grievances. This shall commence within one year of signing of the collective agreement.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

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

Dear Mr. King:

**Re: Workplace Abuse**

A discussion will occur, on an employer by employer basis, between the Employer and the Union to explore the benefits of the Union becoming involved in the investigative process.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat



March 31, 2018

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

Dear Mr. King:

**Re: *Market Adjustment***

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

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

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

Dear Mr. King:

**Re: Float Pool Positions**

The parties agree that a joint committee will be established within each employer within ninety (90) days of the signing of this agreement to discuss the possibility of establishing a float pool for temporary employees. The committee shall complete its discussions within ninety (90) days of establishment. Time limits may be extended by mutual agreement. Where there is agreement to create float pool positions the following are guidelines to assist Employers and members of NAPE in float pool arrangements. Nothing in these guidelines shall be interpreted to limit the right of any Employer and the Union to mutually agree to vary these guidelines, and nothing shall be interpreted so as to alter any existing float pool arrangements or the employer's right to post and fill float pool positions where there is no mutual agreement under this letter of understanding.

- The number of Float Pool employees shall be established based on operational requirements, historical data and projected need.
- The Employer and Union may mutually agree on the initial process for filling float pool positions.
- The schedule of each Float Pool employee shall be posted in an appropriate place at least two (2) weeks in advance showing the employees' days off work.
- Subject to operational requirements, schedules shall indicate which Unit /Department/Site the float employee is to work.
- Employees on approved leave as per the Collective Agreement and are eligible for a Float Pool position shall be included when determining positions.
- Temporary employees shall have the right to refuse the option of filling a Float Position and, by such refusal, remain on the appropriate recall list.
- The Employer and Union will agree to meet at least every twelve (12) months to review the utilization of the Float Pool.
- Each Float Pool employee shall be provided an individual letter of appointment.
- Permanent part-time employees shall have the opportunity to accept Float Pool positions on the respective list based on total seniority. Those accepting shall forfeit their permanent part-time position.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist

March 31, 2018

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

Dear Mr. King:

***Re: Conversion of Temporary Employees***

Where permanent float pools have not been established, the parties agree that a joint committee will be established within each employer within ninety (90) days of the signing of this agreement to discuss the possibility of converting temporary employees to permanent status. The committee shall complete its discussions within ninety (90) days of establishment. Time limits may be extended by mutual agreement. Where there is agreement to convert temporary employees to permanent, the following are guidelines to assist Employers and members of NAPE in conversions. Nothing in these guidelines shall be interpreted to limit the right of any Employer and the Union to mutually agree to vary these guidelines.

- (i) In all cases of conversion, the individual employee status shall be converted from temporary to permanent. A converted employee shall not constitute an increase in the core staffing levels of the employer.
- (ii) Converted employees shall not automatically be considered for full-time temporary or full-time permanent positions; converted employees must apply for the position.
- (iii) A converted employee may be scheduled to work shifts in any classification that is listed in their letter of offer.
- (iv) Any converted employees who are currently occupying full time temporary positions shall remain in those positions.
- (v) The Employer and the Union agree to evaluate, within twelve (12) months, the utilization of converted and temporary employees.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

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

Dear Mr. King:

***Re: Vacation Leave of Short Duration (Article 21.15) and Pre-Booking Shifts for  
Temporaries (Article 17.10)***

This will confirm the understanding reached during negotiations that the employers ability to pre-book shifts for temporary employees under Article 17.10 Pre-Booking Shifts for Temporaries, does not impact the employer's ability to grant vacation leave of short duration under article 21.15, Vacation Leave of Short Duration.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

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

Dear Mr. King:

***Re: Eastern Health Transition Agreement***

Within thirty (30) days of the signing of the Hospital Support Staff Collective Agreement, the parties agree to establish a joint committee, representatives of the various NAPE Bargaining Units within Eastern Health. Within a further thirty (30) days, the Joint Committee shall commence meetings to negotiate a Transition Agreement for the NAPE HS Employees of the applicable Bargaining Units. The intent of the joint negotiations will be to conclude a Transition Agreement within ninety (90) days of the Joint Committee first meeting.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

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

Dear Mr. King:

***Re: Critical life threatening illness – Temporary Employees***

The Employer agrees that temporary employees who are unable to work due to a critical life threatening illness, as confirmed through acceptable medical documentation, and who are under the medical care of a physician as a direct result, may be granted, at the discretion of the employer, access to accumulated sick leave benefits for any shifts for which they would have been recalled.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

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

Dear Mr. King:

***Re: A.22 Sick Leave***

The parties agree to the establishment of a committee composed of an equal number of union and Government representatives (to a maximum of 8 committee members in total) to explore sick leave utilization of the unionized workforce throughout the public service of Newfoundland Labrador and to make non-binding recommendations to NAPE and Government. The terms of reference for the committee shall be determined within ninety (90) days of signing of the collective agreement.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

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

Dear Mr. King:

***Re: JES classification review for Pharmacy Technicians***

This is to confirm the Government of Newfoundland and Labrador's agreement to expedite the process for re-classification under the Job Evaluation System (JES) for Pharmacy Technicians once such request for re-classification is submitted by the Employer Health Authorities. The Health Authorities agree to submit the Provincial PDQ currently being prepared for the Pharmacy Technician classification on or before December 31, 2017.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat



March 31, 2018

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

Dear Mr. King:

***Re: Licensed Practical Nurses (LPN) Role***

The parties agree that upon signing of the Collective Agreement, they will meet with the union to discuss the continued evolution of the LPN role as it pertains to taking on a lead or in-charge role within their health care facilities.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

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

Dear Mr. King:

***Re: Classification Review and Appeal Process Under Schedule E***

The parties agree that the Classification Review and Appeal Process in Schedule E will form part of the collective agreement. However, the decision of the Adjudicator is binding on both parties and is not subject to the grievance or arbitration process.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

April 1, 2020

Mr. Trevor King  
Secretary/Treasurer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**Re: Joint Trusteeship for Group Insurance**

The parties agree to establish a committee to assess the potential viability of establishing a joint trust arrangement for managing group insurance programs.

The committee will be established by December 31, 2020 and will conclude its work by December 31, 2021.

Sincerely,

A handwritten signature in blue ink that reads "Lisa Curran". The signature is written in a cursive, flowing style.

Lisa Curran  
Chief Negotiator

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

***\*Re: Joint Committee on 24/7 availability for Temporary Call Ins***

The parties agree to establish a committee comprised of an equal number of representatives of the Union and the Employer to discuss concerns regarding the requirement of Temporary Call In employees to be available 24 hours 7 days a week, 365 days per year. The committee will explore an alternate model of temporary recall that does not limit availability to 24/7. The Committee shall be established within sixty (60) days of signing of the Collective Agreement and make recommendations to the parties for consideration and approval within a further ninety (90) days.

Sincerely,



Amy Collins  
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Letter of Commitment re: Other Post-Employment Benefits ("OPEB")**

The parties recognize the mounting liabilities associated with the Other Post-Employment Benefits (OPEBs), and the resulting potential impact to the future sustainability of the Group Insurance Plan. Therefore, NAPE agrees to engage in a joint collaborative process with the Employer and other interested stakeholders to meet within ninety (90) days of the signing of the Collective Agreement to address those challenges with the Employer and find solutions to ensure the long-term sustainability of benefit plan.

Sincerely,



Amy Collins  
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Recruitment and Retention**

The Parties agree to establish a committee, with an equal number of representatives from the Employer and Union, within one hundred and twenty (120) days of signing the agreement in an effort to identify issues with recruitment and retention in all NAPE bargaining units.

Sincerely,



Amy Collins  
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Remote Work/Telework**

The parties recognize the benefits of access to E-Work arrangements for Employees and Employers. The parties also recognize the value in conducting a review of the current policies and practices regarding e-work arrangements within the Government, Agencies, Boards and Commissions and Regional Health Authorities.

Within six (6) months of signing the Collective Agreement, the Employer will complete a review of the current E-work arrangements policy to determine necessary updates. The Employer will consult with the Union regarding the details of the review and provide opportunity for feedback via that consultation. The review will include but not be limited to: eligibility and operational requirements, defined hours of work, work performance requirements and evaluation, remote supervision and employee health and safety, equipment, termination of agreement and any other terms as agreed by the parties.

Current e-work arrangements will remain in place subject to the above referenced review.

Sincerely,



Amy Collins  
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Statutory Holiday Replacement**

Each year, an employee shall be entitled to designate replacement statutory holiday(s) that are days of cultural or religious significance to the employee in place of any or all of the statutory holidays outlined in the collective agreement. The Employer will endeavor to accommodate such requests and such requests shall not be unreasonably denied.

For the purposes of this letter, cultural or religious significance shall be defined as: *A day in which a religious observation is held or a day that celebrates the culture of a particular nation, people, or other social group.*

The Employee shall inform the Employer of their choice(s), in writing, prior to November 15 in the calendar year before the new designations take effect. Such notice shall state clearly which statutory holiday(s) the employee is replacing and which day(s) of cultural or religious significance, including the dates on which they occur, that they are designating in the stead of the replaced statutory holiday(s).

Where the specific date(s) of cultural or religious significance are not yet confirmed on or before November 15<sup>th</sup> in the calendar year before the new designations take effect, the Employee will notify the Employer of the day(s) of significance and will provide date(s) as soon as they become available. The Employer will endeavor to accommodate such requests received after November 15<sup>th</sup> in the calendar year before the new designations take effect, subject to operational requirements and availability of replacement staff. Requests will not be unreasonably be denied.

Such statutory holiday replacement, once designated, will not be amendable for the applicable calendar year. The Employer will grant the newly designated holiday(s) as paid day(s) off. Once designated per the above process, the newly named holiday(s) shall be the day(s) to which all rights which are normally associated with the specific statutory holiday being replaced are now applied:

- (a) The newly designated holiday days will attract all benefits of the collective agreement as if that day were the actual statutory holiday that they are designated to replace.



- (b) The replaced statutory holiday(s) will become a regular day, whether it be a workday or a day of rest, and will not attract any additional benefit previously attributable to it as a statutory holiday: all such benefits will have transferred to the designated replacement day(s).
- (c) Where the Employer does not provide service on a day described under (b) above, and where the employee is scheduled to work on that day of the week, the Employer will make reasonable efforts to provide meaningful work to the employee on that day.
- (d) Where the employer is unable to provide meaningful work on that day, the employee may access vacation, banked overtime, or other like paid banks to cover the missed day of work.

Sincerely,



Amy Collins  
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Health Insurance**

The parties agree to apply the *Memorandum of Understanding - 2004 Health Insurance for employees* to participate in the group insurance program as it relates to “**temporary**” employees as follows:

- Employees who qualify to enroll in the group insurance program based on hours worked in the previous calendar year and, subsequent to meeting the eligibility criteria, change employment status or move to a position with an authorized period of employment of less than 3 months.
- Employees who gain eligibility in a temporary or temporary call-in position is to retain eligibility regardless of a change in position.

Eligibility for “**temporary**” employees will remain subject to the annual hours required to maintain their eligibility for future years.

Sincerely,



Amy Collins  
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Job Evaluation System**

The parties shall form a Committee, within one hundred and twenty (120) days of contract signing, of equal representatives of NAPE and Government officials in an effort to explore opportunities to improve upon the JES.

Sincerely,



Amy Collins  
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Public Health Emergency**

The Employer recognizes that public health emergencies may have an impact on overall government operations and service delivery, individual employees, and the residents of Newfoundland and Labrador.

The Employer further recognizes that not all public health emergencies will require the same emergency response requirements and/or public health directives and will require an evaluation of such response based on the nature of the emergency. Notwithstanding the foregoing, general principles will apply to impacted employees in the event of a public health emergency.

1) Self-Isolation

Employees directed by their Employer or Public Health – Department of Health and Community Services to self-isolate, and who are asymptomatic of a public health illness may (where applicable - this may be dependent on vaccination or other considerations deemed appropriate by the Employer) be placed on special leave with pay for the hours in which they are unable to report to work up to a **maximum of seventy- five (75) hours per year**. Employees who work less than full time hours will receive the benefit on a pro-rata basis. Temporary call-in employees who are not prescheduled, will be permitted to take special leave with pay on shifts they would have received in normal circumstances (compared to next junior temporary call-in).

Employees will not be required to provide medical documentation for this period of hours, unless there is sufficient reason on the part of the Employer to request such documentation. All other absences require employees to utilize their leave entitlements until they return to work.

2) Remote Work

Employees may be required to work remotely where the capability exists and it is operationally feasible. Special leave with pay shall only be utilized in instances where remote work is not an option.

3) Use of Sick Leave

Employees who exhibit symptoms of a public health illness and who cannot work remotely, are required to use their sick leave entitlement until they return to work. Functional Abilities Information related to accommodation requests, extensions, illness unrelated to the current public health emergency, use of long-term sick leave and attendance support planning may still be required.

4) Re-Deployment

The Parties recognize that the Employer may be required to redeploy human resources to ensure adequate and safe staffing levels, and such re-deployment shall be done in consultation with the Union.

The parties further agree to enter into agreements as necessary to address other issues arising from a public health emergency that may not be covered by this letter.

Sincerely,



Amy Collins  
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Travel on Employer's Business – Business Insurance**

As per Article 24 relating to Travel on Employer's Business, upon submission of a receipt, reimbursement of the difference in cost between personal and business insurance for those employees who are required, as a condition of employment, to have access to an automobile for use on government business.

In the event that there is a discrepancy between this letter and Article 24, the conditions outlined in this letter prevail.

Sincerely,



Amy Collins  
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Severance Pay**

Effective March 31, 2018, there shall be no further accumulation of service for severance pay purposes.

Employees who qualified for and elected to defer the payment of severance pay beyond March 31, 2018 cannot extend beyond the end of the period of employment and the redemption value shall be frozen as of March 31, 2018, for both accumulated service and weekly salary.

Sincerely,



Amy Collins  
Director of Collective Bargaining

**MEMORANDUM OF UNDERSTANDING**  
**OCCUPATIONAL REVIEW**

In order to address a new scope of practice for Licensed Practical Nurses (LPN's) and other related classes, it is agreed that government will undertake an occupational review of the attached list of classes prior to the implementation of the new Job Evaluation System for Bargaining Unit Employees.

Any wage adjustments necessary as a result of this occupational review will be effective on April 1, 2013.

The classes included in this occupational review are as follows:

Licensed Practical Nurse I and II  
Psychiatric Licensed Practical Nurse I, II and III  
Operating Room Technician  
Occupational Therapy Support Worker  
Physiotherapy Support Worker  
Psychiatric Therapy Aide  
Paramedic I and II  
Mental Health Crisis Intervenor  
Orthopaedic Technician  
Orthopaedic Technologist  
Respiratory Technician  
Urology Technician I and II



**MEMORANDUM OF UNDERSTANDING**

**AGREEMENT ON PENSIONS**

The Parties agree to the following:

1. Introduction of a formal indexing program for those pensioners and survivors who have reached age 65, as follows:

60% of the annual change in the national CPI as published by Statistics Canada (Catalogue 62-001), in the calendar year immediately preceding the anniversary date, to a maximum annual increase of 1.2%;

- a) For those pensioners and survivors who have attained age 65 from October 1, 2002; and
- b) For those pensioners and survivors who are not age 65, from the next anniversary date after the date they reach age 65.

Cost: 2% of salary to be shared equally by both parties.

Anniversary Date: October 1, 2002 and every October 1 thereafter.

2. Government will pay \$982 Million into the Public Service Pension Plan (PSPP), with \$400 Million being paid on March 15, 2007 and the remaining balance of \$582 Million will be paid by June 30, 2007.
3. This memorandum of agreement will not take effect unless all participants, The Newfoundland and Labrador Association of Public and Private Employees, The Canadian Union of Public Employees, The Newfoundland and Labrador Nurses' Union, The Association of Allied Health Professionals, The Canadian Merchant Service Guild, The International Brotherhood of Electrical Workers and Her Majesty the Queen in Right of Newfoundland (represented by the Treasury Board) agree to its terms.
4. It is agreed that the payment outlined in Clause 2 above is full settlement of Government's share of the unfunded liability of the PSPP as established on December 31, 2000 and outlined in section 2 of the Memorandum of Understanding - 2004, Agreement on Pensions and there shall be no further special payments.
5. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship by April 1, 2008.  
All reasonable costs of the Committee relating to professional, legal and support services shall be paid from the Pension Fund.
6. All unions representing Public Service Pension Plan members must indicate, in writing, acceptance of this proposal.
7. For the duration of the Collective Agreement the Employer agrees to maintain the Public Service Pension Plan as an independent pension plan.

## MEMORANDUM OF UNDERSTANDING

### CLASSIFICATION PLAN

It is agreed that a new classification system would be implemented and that the plan used would be gender neutral. It is also agreed that NAPE would have input into the selection and implementation of the system. This will be accomplished through a joint steering committee which would be advisory to Government in nature. It is also agreed that the current classification plan would continue until the new plan is established.

It is agreed that the new plan began implementation on April 1, 2008. However, any wage adjustments necessary for implementation of this plan will not accrue on April 1, 2008. The total cost and the timing of any wage adjustments are to be included in negotiations to commence on Government's finalization of the new classification system.

The Unions require that a Job Evaluation Consultant (as selected by the Unions) would have direct contact with the Plan's consultant and have full access to all relevant information. This individual would also communicate with and have access to all meetings of the Steering Committee. The salary and the expenses of the Advisor would be borne by the Unions.

The ratings of the positions will be conducted by the staff of the Classification, Organization and Management Division of Treasury Board. There will be a Benchmark Committee composed of two-thirds management and one-third union representatives who will review the sampling of the ratings as they are done. The Benchmark Committee would have the authority to refer results back to the raters should they be deemed inconsistent. The final decision making authority rests with Treasury Board.

While the new Job Evaluation system is being implemented, all employees can proceed with individual reviews and appeals under the current plan. However, there will be no further occupational reviews.

## MEMORANDUM OF UNDERSTANDING - 2004

### HEALTH INSURANCE

There is agreement to extend the benefits of the current group health and insurance plan to temporary employees effective April 1, 2002. The eligibility criteria at that time was amended as follows:

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

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

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

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

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

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

#### Group Insurance Committee Membership

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

**MEMORANDUM OF UNDERSTANDING - 2001**

**OCCUPATIONAL REVIEWS**

Treasury Board agrees to conduct occupational reviews for the classifications outlined on Appendix "A". It is acknowledged by both parties that the conduct of these reviews may or may not result in a change in classification level(s).

The parties further agree that requests for review from any other classifications not listed on Appendix "A" will be considered only where there is mutual agreement between the parties that such a review is warranted.

**\*MEMORANDUM OF UNDERSTANDING - 2001**

**OCCUPATIONAL REVIEWS**

**APPENDIX "A" - NAPE**

The following classifications will be reviewed in 2001 with an effective date of April 1, 2001 for any changes which may result:

1. Trades personnel in the following classifications
  - Carpenter
  - Electrician
  - Painter
  - Plumber
  - Maintenance Repairer
  - Mechanical Equipment Repairer
  - Power Engineers
  - Electronic Controls Repairer
  - Cook II

The trades personnel study will be completed no later than December 15, 2001.

2. Utility Workers I/II's (HS only)
3. Equipment Operator II's in the Department of Works, Services and Transportation
4. Equipment Operator II's/Equipment Operator III's - MOS
5. Support Enforcement Officers

The following classifications will be reviewed in 2002 with an effective date of April 1, 2002 for any changes which may result:

1. Personal Care Attendant
2. Medical Services Aides
3. Medical Records Technician
4. Municipal Analyst
5. Industrial Development Officers

### **Pilot Project - Daily Recall Process**

The employer agrees to pilot the following within each Regional Health Authority for an eighteen (18) month period following the date of signing of this collective agreement. Either party can terminate the pilot project by giving thirty (30) days written notice to the other party. This process will replace 16.02 (c) of the NAPE HS Collective Agreement. When fulfilling the requests for temporary staff, the recall process will depend on the time available to fill the request:

- (i) Temporary employees shall provide the Employer with a primary contact phone number and may provide the Employer with one alternate contact number.
- (ii) For shifts that must be filled within one hour of commencement of the shift, or in cases where the shift is already commenced, the Employer will contact employees as per Clause 16.02 using only the priority phone numbers on file; pagers and message managers will not be utilized. No response time is allowed. The Employer will continue to attempt to fill the shift by contacting temporary employees in descending order of seniority. The Employer will exhaust the recall list before returning to contact the most senior Employee.
- (iii) Shifts that the Employer has greater than one hour but less than four hours notice prior to the commencement of the shift, the Employer will contact employees as per Clause 16.02. A 10-minute response time will be allowed, i.e. use of pager and/or message manager is allowed. The Employer will continue to attempt to fill the shift by contacting temporary employees in descending order of seniority. The Employer will exhaust the recall list before returning to contact the most senior Employee. The 10-minute response time will only exist between 0830 hours and 1630 hours.
- (iv) Shifts that the Employer has greater than four hours but less than eight hours notice prior to the commencement of the shift, the Employer will contact employees as per Clause 16.02. A 20-minute response time is allowed. The Employer will continue to attempt to fill the shift by contacting temporary employees in descending order of seniority. The Employer will exhaust the recall list before returning to contact the most senior Employee. The 20-minute response time will only exist between 0830 hours and 1630 hours.
- (v) Where the Employer requires coverage for a night shift and the next available, qualified, senior temporary employee has just worked a night shift, no call will be placed to temporary employees prior to 1400 hours. Available shifts will be held until the employees are contacted at 1400 hours.
- (vi) No calls will be placed between 2400 and 0500 hours unless an emergency situation exists.

### **\*PILOT PROJECT – Article 15**

The parties agree that the following pilot project will be implemented between NAPE HS and three Regional Health Authorities (“the Employer”) within 3 Regional Health Authorities (“the employer”) namely Eastern Health, Central Health and Labrador Grenfell Health. The effective date of the pilot projects will be the effective date of the collective agreement.

The parties agree that the following clauses shall be used, on a without prejudice and without precedent basis, to determine the interpretation and application of Articles 15.04, 15.13 and any other relevant Articles of the NAPE HS Collective Agreement between NAPE and the Employers as it relates to the issue of start dates for HS employees whom are appointed and work in posted HS positions:

An employee offered a position shall immediately advise the Employer of their decision to accept the appointment, unless exceptional circumstances exist.

The start date for the appointment shall not exceed sixty (60) days from the date the employee accepts the position. If, for operational reasons, the start date exceeds sixty (60) days, the employee shall be paid, upon successful completion of the trial period, the applicable rate of pay and any lost hours incurred for the position effective after the sixty (60) day period.

If an employee accepts a position but subsequently accepts another position the employer will go back to the original competition file and the selection process will be restarted. In that respect, as it relates to the subsequent employee, the sixty (60) day time period will commence from the date the employee accepts the position.

The parties agree that when an employee indicates that they are preparing qualifications in accordance in clause 15.06 of the NAPE HS Collective Agreement or when accommodation needs are identified requiring a job match, the sixty (60) day time period outlined above shall be extended.

This pilot project shall be in effect one year from date of signing. One month prior to the expiry of the pilot project the parties agree to meet to discuss the effect of this interpretation and application of Articles 15.04, 15.13 and any other relevant Articles of the HS Agreement

This pilot project is subject to Clause 15.14 of the NAPE HS Collective Agreement.

The parties agree that this document does not in any manner reflect nor represent either of the parties interpretation of the relevant Articles of the HS Agreement and that upon conclusion of this Agreement, it is agreed by the parties that this Agreement shall not be used by either party to suggest same.



**LETTER OF UNDERSTANDING**  
**Re: OTHER POST-EMPLOYMENT BENEFITS (“OPEB”) ELIGIBILITY**

The parties hereby confirm and acknowledge:

1. Former employees who are deferred pensioners within the meaning of the *Other Post-Employment Benefits Modification Act*, S.N.L. 2014 c.O-9 (the “Act”) shall, as of the coming into force of the Act, only be entitled to OPEB in accordance with the Act.
2. Current employees as of the date of signing of the collective agreement who retire not later than December 31, 2019, with a minimum of five (5) years’ pensionable service shall qualify for OPEB.
3. Current employees as of the date of signing of the collective agreement who retire after December 31, 2019, shall qualify for OPEB only where such employees are:
  - a. Pension eligible;
  - b. Have a minimum of ten (10) years’ pensionable service; and
  - c. Retire and commence receipt of a pension immediately on ceasing active employment in the public service.
4. Employees who are hired subsequent to the date of signing of the collective agreement (“Newly Hired Employees”), shall qualify for OPEB only where such employees are:
  - a. Pension eligible;
  - b. Have a minimum of fifteen (15) years’ pensionable service; and
  - c. Retire and commence receipt of a pension immediately on ceasing active employment in the public service.
5. Former employees who are rehired following loss of seniority subsequent to the date of signing of the collective agreement shall be considered to be Newly Hired Employees for the purpose of this Letter of Understanding.
6. Notwithstanding clause 5 above:
  - a) Employees with service prior to the date of signing of the collective agreement who are hired subsequent to the date of signing of the collective agreement who retain portability of benefits under the collective agreement; or
  - b) Employees with service prior to the date of signing of the Collective Agreement who are employed outside the bargaining unit in the public service and are re-employed in a NAPE Public Service bargaining unit position subsequent to the date of signing of the Collective Agreement without a break in service in the Public Service shall not be considered to be Newly Hired Employees for the purpose of the this Letter of Understanding.


For the purposes of this clause the definition of public service shall be limited to those employers covered by one the following NAPE collective agreements:

NAPE LX  
NAPE HP  
NAPE HS  
NAPE Group Homes  
NAPE School Boards  
NAPE (CNA Faculty)  
NAPE (CNA Support)  
NAPE Workplace NL  
NAPE NLC  
NAPE MOS  
NAPE Student Assistants  
NAPE Air Services  
NAPE Marine Services  
NAPE Ushers  
NAPE General Service

7. Employees who do not meet the criteria noted in clauses 2, 3 or 4 above shall not be entitled to OPEB on ceasing active employment in the public service.
8. Employees who become entitled to OPEB pursuant to clauses 2 or 3 above shall pay 50% of the premiums of the plan and the employer shall pay 50%.
- \*9. Newly Hired Employees who become entitled to OPEB pursuant to clause 4 above shall pay premiums of the plan on the basis of their date of hire as follows:
  - a) employees hired up to March 31, 2020 shall pay 50% of the premiums of the plan and the employer shall pay 50%; and
  - b) employees hired subsequent to March 31, 2020 shall pay 60% of the premiums of the plan and the employer shall pay 40%.
- \*10. Former employees who are rehired subsequent to March 31, 2020 and who become entitled to OPEB pursuant to clause
11. This Letter of Understanding, made pursuant to s.3(2) of the Act, shall prevail where any term herein conflicts with a provision of the collective agreement, one of its Schedules, Letters or Memoranda of Agreement, including, without limitation, any practice, settlement of dispute, agreement or arbitration award arising from events prior to the coming into force of the Act.
12. Nothing in this Letter of Understanding shall have the effect of waiving or negating, in whole or in part, any requirement, procedural or substantive, under a Group Health and Life Insurance program or policy sponsored by the employer, e.g., the filing of continuation or other required forms, provision of proof of insurability, etc...
13. This Letter of Understanding may be executed in any number of counterparts, each of which will be considered an original of same, and which together will constitute one and the same instrument. A facsimile signature or an otherwise electronically reproduced signature of any party shall be deemed to be an original.

**MEMORANDUM OF UNDERSTANDING**  
**PUBLIC PRIVATE PARTNERSHIP (P3)**  
**JOB SECURITY**

Notwithstanding any Article or provision of the Collective Agreement, and for the duration of this Collective Agreement, where the Government of Newfoundland and Labrador is building a new structure to expand on an existing service, or replacing or expanding an existing structure, through the utilization of the Public Private Partnership (P3) Model, and Newfoundland and Labrador Association of Public and Private Employees (NAPE) is the recognized bargaining agent, the Employer recognizes the Union as the sole and exclusive bargaining agent. Work that is currently performed by bargaining unit members in the existing structure shall also be performed by bargaining unit members in the new structure, with the exception of building infrastructure maintenance.

  
Signed on behalf of Newfoundland and  
Labrador Association of Public and  
Private Employees

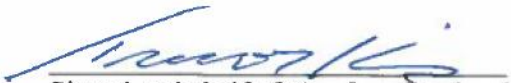
  
Signed on behalf of Treasury Board  
Secretariat

November 1, 2022  
Date

November 1, 2022  
Date

**\*MEMORANDUM OF UNDERSTANDING  
ATTRITION**

The Employer will, where necessary, and for the duration of this Collective Agreement, utilize a strategy of attrition where positions are vacated. The Union shall be provided the details of any attrition strategy the Employer intends to implement. Where positions are vacated through retirement, resignation, termination for cause or otherwise, and the Employer determines that it will not replace or fill the position(s), these position(s) will be identified to the Union on a quarterly basis.

  
Signed on behalf of Newfoundland and  
Labrador Association of Public and  
Private Employees

  
Signed on behalf of Treasury Board  
Secretariat

November 1, 2022  
Date

November 1, 2022  
Date

**MEMORANDUM OF UNDERSTANDING  
REVIEW OF TEMPORARY POSITIONS**

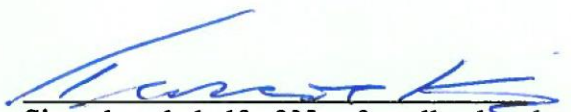
The Employers agree to undertake a review of positions currently filled on a temporary basis, and where no permanent employee retains rights to the position. For Eastern Regional Health Authority the review shall be undertaken within four (4) months of signing of the Collective Agreement. Central Regional Health Authority and Labrador Grenfell Regional Health Authority shall undertake a review within six (6) months of signing of this collective agreement. The review will identify the commencement date of each temporary position. Where it is determined that the position has been filled for twenty-four (24) continuous months by a single or multiple employee(s), the position will be posted as a permanent position as per the applicable language of the Collective Agreement.

The parties further agree that another review of temporary positions will be undertaken within twelve (12) months of the conclusion of the above noted initial review.

The Union will be provided, within sixty (60) days of signing, a listing of all existing temporary positions and the date of commencement of each position.

Should it be necessary, the parties may agree to extend any time lines within this Agreement, however, unreasonable extensions will not be considered.

To ensure the Union is able to carry out its mandate under this MOU, the Employer will provide the Union with pertinent information relating to identified temporary positions.

  
Signed on behalf of Newfoundland and  
Labrador Association of Public and  
Private Employees

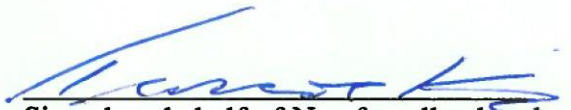
April 18/2018  
DATE

  
Signed on behalf of Human Resource  
Secretariat

March 31, 2018  
DATE

**MEMORANDUM OF UNDERSTANDING  
BUMPING AND LAYOFF ISSUES**

The undersigned will endeavour to arrange a meeting involving the undersigned, NAPE Officials, Eastern Health officials and officials of Agnes Pratt Home and St. Luke's Home within three (3) months of the date of signing of the NAPE HSS Collective Agreement to engage in a discussion regarding the above noted issues.

  
Signed on behalf of Newfoundland and  
Labrador Association of Public and  
Private Employees

  
Signed on behalf of Human Resource  
Secretariat

  
DATE

  
DATE

**\*MEMORANDUM OF AGREEMENT**

Re: Kilometer Rate Adjustment Formula (NAPE)

**General**

1. The purpose of this Memorandum of Agreement (MOA) is to provide a mechanism for the periodic adjustment of the kilometer rate(s) contained in applicable collective agreements for employees who are either required to provide a vehicle as a condition of employment or who may be authorized to use a personal vehicle on Employer's business.
2. The terms of this MOA shall be applicable to employees who are members of a bargaining unit covered by a collective agreement listed in Schedule 'A'.
3. \*Adjustments shall be calculated by the Treasury Board Secretariat and posted to the Human Resource Policies section of the Government of Newfoundland and Labrador website: <https://www.gov.nl.ca/exec/tbs/working-with-us/policies>. Should there be any dispute as to the calculated rate; the rate established by the Treasury Board Secretariat shall prevail.

**Adjustment Formula**

4. Base Fuel Rate  
The 'base fuel rate' for calculating fuel costs is 79.4¢ per liter.
5. Fuel Price  
'Fuel prices' shall be those set by the Petroleum Pricing Office for the Avalon Region (Zone 1).
6. Base Kilometer Rate  
The 'base kilometer rate(s)' shall be the reimbursement rate(s) contained in an applicable collective agreement.
7. Initial Adjustment – October 1, 2005
  - a) The 'base kilometer rate' shall be adjusted effective October 1, 2005 based on the difference in the 'fuel price' on October 1, 2005 and the 'base fuel rate' multiplied by 1/10.

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

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

\*b) Kilometer rates shall be rounded to two decimal places after the dollar (\$0.00).

8. Adjustment Dates (Monthly Adjustments)

Effective July 1, 2022, the kilometer rate shall be adjusted, based on the 'Adjustment Formula', on a monthly basis on the first day of each month

9. Adjustment Formula

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

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

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

b) Kilometer rates shall be rounded to two decimal places after the dollar (\$0.00).

10. Reimbursement Rate

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

**Effective Date**

11. The MOA shall be effective July 1, 2022, and in accordance with Clause # 10, shall only be applicable to travel which occurs from that date forward.

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