

COLLECTIVE AGREEMENT

Between



And

CUPE



Expiry Date: March 31, 2026

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THIS AGREEMENT made this 1st day of August Anno Domini, Two Thousand and TWENTY-THREE

BETWEEN

THE NEWFOUNDLAND AND LABRADOR HOUSING CORPORATION, hereinafter called "the Employer"

of the one part

AND

LOCAL 1860 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, hereinafter called "the Union"

of the other part

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

DEFINITIONS

For the purpose of this Agreement:

- a) "**bargaining unit**" means the bargaining unit recognized in accordance with Article 3.
- b) "**casual employee**"* means a person who has completed a probationary period and is employed on a casual or intermittent basis, usually for very short periods of time but in no case longer than nineteen days at any one time.
- c) "**classification**" means the identification of a position by reference to a class title, pay range number and job standard.
- d) "**contractual employee**" means a person hired for a specific period of time and under specific conditions. While contractual employees would not normally be engaged to undertake work which has been regularly done by members of the bargaining unit, the parties recognize that situations arise where the nature of service to be provided is such that the terms and conditions of employment detailed in the collective agreement cannot reasonably be applied and contractual employment may therefore be warranted.
- e) "**day of rest**" means a calendar day on which an 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.
- f) "**day**" means a working day unless otherwise stipulated in the Agreement.
- g) "**demotion**" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from an existing classification to a classification carrying a lower pay range number.
- h) "**employee**" or "**employees**" where used is a collective term except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit.

- i) "**Employer**" means the Newfoundland and Labrador Housing Corporation.
- j) "**headquarters**" means the actual building or other regular place of employment where an employee is normally stationed or which is used as an employee's base of operations on a permanent basis.
- k) "**headquarters area**" means an area within a radius of twenty (20) kilometres from an employee's headquarters.
- l) "**holiday**" means the twenty-four (24) hour period commencing at 12:01 a.m. of a calendar day designated as a holiday in this Agreement.
- m) "**job standard**" means a generic statement of the responsibilities and duties of and qualifications for a specific classification.
- n) "**layoff**" means a temporary cessation of employment because of a lack of work or the abolition of a post.
- o) "**leave of absence**" means absence from duty with the permission of the permanent head.
- p) "**notice**" means notice in writing which is hand delivered or delivered by registered mail.
- q) "**permanent employee**"* means a person who has completed a probationary period and is employed on a full-time or part-time basis to hold office without reference to any specified date of termination of service.
- r) "**permanent head**" means Chairperson of the Corporation or any officials authorized to act on an employees' behalf.
- s) "**position description**" means a description of the duties and responsibilities for an employee's position.
- t) "**probationary employee**" means a person who is employed on a full-time basis but who has worked less than the prescribed probationary period.
- u) "**probationary period**" means, a period of six (6) cumulative months of full-time equivalent service from the date of initial appointment to a permanent, seasonal, temporary or casual position, except for employees who are required to undertake

training on employment and whose probationary period shall commence immediately following such training.

- v) "**promotion**" means an action, other than reclassification, resulting from the correction of a classification error, which causes the movement of an employee from an existing classification to a classification giving a higher pay range number.
- w) "**reclassification**" means any change in the current classification of an existing position.
- x) "**seasonal employee**" means an employee whose services are of a seasonal and recurring nature, who has to complete a probationary period of six (6) months of cumulative employment, but does not include temporary, casual, or contractual employee. Seasonal employees appointed to a casual or temporary position are entitled to the rights and benefits associated with seasonal employment except that for periods of temporary employment of six (6) months or longer duration, the provisions of 20.01(b)(iv) will not apply and the employee will earn annual leave.
- y) "**service**" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer 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.
- z) "**standby**" means any period of time during which on the instruction of the permanent head, an employee is required to be available for recall to work.
- aa) "**temporary employee**"* means a person who has completed a probationary period and is employed on a full-time or part-time basis for a specific period for the purpose of performing certain specified work and whose employment may be terminated at the end of such period or on completion of such work but does not include seasonal, casual, or probationary employees.
- bb) "**termination**" means the permanent cessation of employment.

- cc) "**transfer**" means the movement of an employee from one position to another which does not result in a promotion or demotion.
- dd) "**vacancy**" means an opening in a permanent, seasonal or temporary position which the Employer has determined is to be filled.
- ee) "**year**" means the period extending from the first day of April in one year to the thirty-first day of March in the succeeding year.
- ff) "**week**" means a period of seven (7) consecutive days beginning at 0001 hours Monday morning and ending at 2400 hours on the following Sunday night.
- gg) "**apprentice**" means an individual, registered as an apprentice with the Government of Newfoundland Labrador, who is learning their trade on the job, under the supervision and direction of a certified Journeyperson, with periods of technical training at a post-secondary institution. Apprentices are not eligible for all rights and benefits outlined in this agreement, and are only eligible for those that apply during periods in which they are on Newfoundland Labrador Housing Corporation's payroll.
- hh) "**shift**" means the normal consecutive working hours scheduled for each employee which occurs in a twenty-four (24) hour period

ARTICLE 1 – PURPOSE

1:01 Purpose

It is the purpose of both parties to this Agreement:

- (1) To maintain and improve harmonious relations and settled conditions of employment between the employer and Union.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to work conditions, employment, services, etc.
- (3) To encourage efficiency in operations.
- (4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1:02 Bargaining and Working Conditions

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

2:01 Management Rights

All functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

2:02 Not Discriminatory

The Employer shall not exercise its rights to direct the work force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present employee of employment, except through just cause.

ARTICLE 3 – RECOGNITION

3:01 Recognition

The Employer recognizes Local 1860 of the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all classes of employees listed in Schedules "B" and "C", but excluding from such classes special groups as listed in Schedules "D1" and "D2".

3:02 Work of the Bargaining Unit

- (a) Management and excluded personnel shall not work on any jobs which are included in the bargaining unit except for instructional, experimental and performance review purposes, in the case of an emergency or where the performance of bargaining unit work usually forms part of the duties of a non-bargaining unit position, and provided that the performance of such duties in itself does not reduce the hours of work or pay of any employees. With regard to the creation of new classifications or the reclassification of existing bargaining unit positions, the Employer agrees that new classifications or reclassified bargaining unit positions to be excluded from the bargaining will not include a major component of bargaining unit work.
- (b) The parties agree that tenant groups, students, and persons involved in make work projects will not be used to reduce the hours of work or pay of any employees or perform projects that would delay the recall of seasonal employees.

3:03 Part-Time and Temporary Employees

Except as otherwise specified, this collective agreement is applicable to part-time and temporary employees as follows:

- (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 working more than thirty (30) calendar days shall be entitled to wages and benefits of this Agreement for the duration of their employment. Earned benefits shall be pro-rated.

3:04 No Other Agreements

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

ARTICLE 4 – NO DISCRIMINATION

4:01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or otherwise by reason of age, race, creed, color, national origin, religious affiliations, sex or marital status, physical disability, political affiliation or activity, sexual orientation or by reason of their membership or activity in the Union.

4:02 Harassment

The Employer and the Union recognize the right of all employees of the Corporation to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be investigated as quickly and as confidentially as possible. The Employer and the Union agree to take all steps to ensure that harassment stops and those individuals who engage in such behaviour are appropriately disciplined. In situations where the Union is in agreement with the discipline imposed, it shall not support any

grievance arising from this action. The Employer and Union further agree that victims of harassment shall be protected, where possible, from the repercussions which may result from complaint.

Should the Corporation's policies not result in settlement of a complaint to the satisfaction of the complainant, the complainant may file a complaint with the Human Rights Commission in accordance with the prohibited grounds of discrimination under the Provincial Human Rights Code and/or file a grievance at either step 2 or step 3 of the grievance procedure, within five (5) working days of the Employer's written response to the complaint.

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

Sexual Harassment

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

Harassment

Harassment of a personal nature is any behaviour by any person in the workplace that is directed at, and offensive to an employee, which endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee and which the harasser knows or ought to reasonably know to be offensive or threatening.

Where an employee feels they are the subject of harassment, that employee except for the most serious types of harassing behaviour (i.e. where personal health/safety may be at risk) shall advise the person(s) whose acts are considered harassing, that their behaviour is unwelcome.

ARTICLE 5 – UNION SECURITY

5:01 All employees who are members of the Union at the time of the signing of this Agreement shall remain members during the term of this Agreement, provided they continue to occupy a bargaining unit position.

5:02 **Union Membership**

Subject to Article 3:03, all employees hired after the signing of this Agreement, other than students, casual, and contractual employees, shall immediately become and remain members of the Union, provided they continue to occupy a bargaining unit position.

5:03 **New Employees**

The Employer agrees to acquaint new employees whose positions are under the ambit of the collective agreement with the fact that a collective agreement is in effect, and with the conditions of employment set out in Articles five (5) and six (6), and shall provide new employees with a copy of the Collective Agreement.

5:04 **Interviewing Opportunity**

A representative of the Union shall be given an opportunity to interview each new employee, whose position is under the ambit of the collective agreement, 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 such new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union. The Employer shall notify the Secretary of the union local, in writing, the date of appointment of a new employee to a bargaining unit position. A copy of this letter will also be sent to the Shop Steward in the office or section to which the employee is assigned, to the new employee, and to the Director/Regional Director.

ARTICLE 6 – CHECK OFF

6:01 Check-Off Payments

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

6:02 Deductions

The Employer shall deduct from the wages of all employees within the bargaining unit the amount of membership dues and initiation fees, and forward same bi-weekly to the Secretary-Treasurer of the Union Local accompanied by a list of employees, showing the contribution of each.

6:03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available the Employer shall type on the amount of union dues paid by each Union member in the previous year.

6:04 Deduction of Non-Working Dues

The Employer agrees to deduct non-working dues from seasonal employees with such deduction spread equally over three pay periods subject to the following:

- the Union shall provide written notification to the Manager Employee Relations of the names of seasonal employees owing dues and the total dollar amount to be deducted:
- the Employer will commence such dues deductions during the pay period following receipt of written notification subject to such payroll input cut-off time which may be set for the pay period:

Copies of payroll action memorandum will be forwarded to the Union Secretary and all employee enquiries on such deductions will be directed to the Union Secretary.

The Employer will provide to the Union copies of letters of layoff and recall for seasonal employees.

ARTICLE 7 - CORRESPONDENCE

7:01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Manager Employee Relations and the Secretary of the Union Local by mail at the Union Local's address or by hand to a duly elected officer of the Local.

ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE

8:01 Establishment of Labour Management Committee

The purpose of the Labour Management Committee shall be to promote effective communications between management and the unionized employees, by meeting to confer on matters of mutual interest which are not properly the subject matter of a grievance or negotiations.

8:02* Composition of Committee

Labour Management Committees shall be established in each region as follows:

- (1)* In Region 1, a Labour Management Committee shall be established and shall confer on matters of interest to the employees and management of Avalon Regional Office and Head Office departments. The Committee shall be comprised of five (5) representatives of the union and an equal number of representatives of the Employer; and,
- (2) In other Regions, one (1) Labour Management Committee shall be established and shall be comprised of two (2) representatives of the Union and an equal number of representatives of the Employer.

Where mutually agreed by the parties, an employee who is not a member of the committee may be requested by the Chairpersons to attend the meeting of the Labour Management Committee.

8:03 Meetings of Committee

The Committee shall meet as often as necessary, but not more than once per month, at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent of the co-chairs. The Committee members shall receive a notice and agenda of the meeting at least 48 hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

8:04 Chairpersons of the Meeting

An Employer and Union Representative shall be designated as Co-Chairperson and shall alternate as Chairperson of the meeting.

8:05* Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared and signed by the Co-Chairpersons within five (5) days after the close of the meeting. Should either Co-Chairperson consider that the minutes do not accurately reflect discussions at the meeting, the Co-Chairpersons shall meet to discuss revision of the minutes. If agreement cannot be reached, the Co-Chairperson who disputes the minutes shall sign the minutes as presented and indicate under their signature, comments to reflect their view of the discussion of the item concerned.

8:06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other committee of the Union or 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 discussions. The Committee shall have the power to make

recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS

9:01 Technical Information

The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, and wage rates.

9:02 Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union with proper advance notice to sponsor education functions such as seminars, workshops, and lectures to be held on the Employers' premises during the employees' lunch period or following the regular workday provided that adequate space is available.

9:03 Right to Union Representation

The Employer recognizes the Union's right to have the assistance of its representative in all matters relating to employer-employee relations.

ARTICLE 10 – TECHNOLOGICAL CHANGE

10:01 Transfer Arrangements

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

10:02 Income Protection

An employee who is displaced from a 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.

10:03 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 operations, 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.

10:04 Attrition Arrangement

No employee will be laid off because of technological change or new method of operation unless such employee refuses, without good reasons, 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.

10:05 Advance Notice

Before the introduction of any technological change or new method of operation, which requires new or greater skills than those possessed by employees who are employed in the operation being changed, and where such employees would otherwise become redundant, the Employer will notify the Union of the proposed change, no later than sixty (60) days before the introduction of the change.

10:06 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 10.03.

ARTICLE 11 – GRIEVANCE PROCEDURE

11:01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Steward or a designated Grievance Committee member to assist any employee in preparing and presenting a grievance in accordance with the grievance procedure.

11:02 Names of Stewards

The Union shall notify the Employer, in writing, the names of Stewards and Grievance Committee members and the employee groups represented, and the name of Chief Shop Stewards, before the Employer shall be required to recognize them.

11:03 Permission to Leave Work

It is agreed that the Shop Stewards or Grievance Committee members shall not leave their regular duties for the purpose of conducting business on behalf of the Union relating to grievances or other matters without first obtaining the permission of their Supervisor and that permission will not be unreasonably requested or withheld. Approved absences for the purpose of grievance handling, and grievance meetings up to and including arbitration, shall be considered as paid leave.

11:04 Definition of Grievance

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

11:05*

Settling of Grievances

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

Step 1

With the exception of dismissal due to unsuitability or incompetence, as assessed by the Employer, of a probationary employee with less than six (6) months' full-time equivalent service, an employee who alleges having a grievance, shall first present the matter to the Shop Steward or Grievance Committee member within five (5) days of the occurrence or discovery of the incident giving rise to the alleged grievance. If the Steward or Grievance Committee member considers the grievance to be justified, the employee concerned, together with the Shop Steward or Grievance Committee member, may within five (5) working days following receipt of the grievance submit the grievance in writing to the employee's supervisor, and an earnest effort shall be made by all parties to settle the grievance at Step 1.

Step 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the Steward, within a further five (5) working days, will submit to the Departmental Head/Regional Director the grievance and redress sought. The Departmental Head/Regional Director shall render a decision within five (5) working days of receipt of such notice. If the supervisor at Step 1 was the Departmental Head/Regional Director, then the grievance at Step 2 will be submitted to the Director, Human Resources.

Step 3

Failing settlement being reached in Step 2 the Shop Steward shall within five (5) working days submit a grievance to the Director, Human Resources who shall render a decision within seven (7) working days of receipt of such notice.

Step 4

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

11:06 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 by-pass Steps 1 and 2 of this Article. Policy grievances shall be submitted to the Director, Human Resources within ten (10) working days of the dispute arising.

11:07 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 grievance shall commence at Step 1.

11:08 Replies in Writing

The submission of a grievance at any and all steps of the grievance procedure and replies to grievances, stating reasons, shall be in writing. The Employer's replies shall be directed to the grievor and to the Shop Steward/Executive member filing the grievance.

11:09 Facilities for Grievances

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

11:10* Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 40:04 shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

11:11 Technical Objections to Grievances

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

11:12 Deviation from Grievance Procedure

Except for clarification or information gathering after a grievance has been initiated by the Union, the Employer's Representative shall not enter into discussions with the aggrieved employee without the knowledge of the Union. The Employer shall advise the employee that they may consult with or have a Union Representative present for such discussion.

11:13 Job Competition, Layoff, Recall Grievances

For grievances concerning Article 15 - Promotions and Staff Changes, and Article 16 - Layoff and Recall, the parties agree to by-pass Steps 1 and 2 of the grievance procedure. An Employee who alleges a grievance shall first present the matter to the Shop Steward or Grievance Committee Member within five (5) days of the occurrence or discovery of the incident giving rise to the alleged grievance. If the Steward or Grievance Committee Member considers the grievance to be justified, the employee concerned, together with the Shop Steward or Grievance Committee Member, may within five (5) days following receipt of the grievance submit the grievance in writing to the Director, Human Resources, who shall render a decision within seven (7) days of receipt of such notice.

ARTICLE 12 – ARBITRATION

12:01* Composition of Board of Arbitration

(a)* When either party requests that a grievance be submitted to arbitration, the request shall be made via email, to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within seven (7) working days thereafter, the other party shall

answer via email indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then meet to select an impartial chairperson from the NL Labour Management Arbitrator Committee (LMAC) approved roster.

- (b)* Providing both parties mutually agree and deem it to be mutually beneficial, the offices of a single arbitrator may be substituted for that of the arbitration board, carrying with it the same rights, privileges and authorities. The single arbitrator selected shall be from the NL LMAC approved roster.

12:02* Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) nominees fail to agree upon a chairperson within seven (7) working days of this appointment, the appointment shall be made by the Minister responsible 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 an informal procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed.

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 an 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 five (5) days.

12:06 Expenses of the Board

Each party shall pay:

- (1) The fees and expenses of the nominee it appoints.
- (2) One-half of the fees and expenses of the Chairperson.

12:07 Amending of Time Limits

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

12:08 Witnesses

At any stage of the Grievance and Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses without loss of pay and any other witnesses.

12:09 Expedited Arbitration

Subject to agreement of both parties expedited arbitration may be used following Step 3 of the grievance procedure. The particulars are as follows:

- (1) In any dispute of interpretation or application of the Collective Agreement, the parties agree:
 - (a) to prepare a joint statement of the issue(s), and the article(s)/clause(s) of the Collective Agreement that are involved in the dispute and to forward this statement to the arbitrator in advance of the hearing; and

- (b) within twenty (20) days of the referral to arbitration, to submit a written brief, together with supporting evidence and to present oral arguments to a single arbitrator at a hearing.
- (2) The single arbitrator must be agreed to by both parties within seven (7) days of the referral to arbitration and the appointed arbitrator must be willing to render a written decision within ten (10) calendar days following presentation of written briefs and oral arguments of each party.
- (3) The single arbitrator may, for the purpose of clarification, request the appearance of witnesses for questioning at the time of the hearing or during the decision period, when an additional meeting may be convened by the arbitrator.

Both parties retain access to the complete arbitration process as described in Article 12 of the Collective Agreement where they do not wish to implement expedited arbitration.

Decisions of the arbitrator will be binding on both parties within the guidelines of the *Public Service Collective Bargaining Act*. Decisions rendered under expedited arbitration shall be "without prejudice" to any other case and shall not be cited as precedent at any step of the grievance or arbitration procedure. The parties agree that decisions arising out of expedited arbitration will not be considered for judicial review.

Cost will be shared on a fifty-fifty (50/50) basis.

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

13:01 Discharge Procedure

An employee who has completed the probationary period may be dismissed, but only for just cause. When an employee is discharged, suspended, or reprimanded, such employee shall be advised within five (5)

working days in writing by the Employer of the reason for such discharge, suspension, or reprimand.

13:02 (a) May 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 and 2 of the grievance procedure shall be omitted in such cases and the grievance shall be submitted to the Director, Human Resources within ten (10) working days of the employee receiving the written notification referenced in 13.01.

13:02 (b) Right to Have Steward Present

Where an employee is required to attend a meeting with the Employer which concerns or may result in a reprimand, written warning, suspension, or discharge, the Employer shall advise the employee of the right to be accompanied by a Shop Steward, Executive Member or Grievance Committee Member.

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 the employee's normal earnings during the pay period next proceeding 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

Whenever the Employer or authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring their work up to a

recognized standard by a given date, the Employer or authorized agent shall, within five (5) working days thereafter, give written particulars of such censure to the employee involved.

13:05* Adverse Report

- (a)* For the purposes of this article, working months shall be defined as months in which the employee in receipt of the adverse report is actively working and not on any form of leave specified in 22:04 (a), 22:06, 22:08, 22.09 (a), 22:09 (b), or sick leave in excess of 20 consecutive days.
- (b)* The Employer shall notify an employee, in writing, of any dissatisfaction concerning their work within five (5) working days of the event of a complaint. This notification shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of an employee's record for use against them at any time. The employee's written reply to such notification of dissatisfaction shall become part of the employee's record.

The report of an employee shall not be used against the employee after eighteen (18) working months, have elapsed. Any such document shall be removed and disregarded after the expiration of eighteen (18) working months, from the date it was placed in the employee's file provided there has not been a recurrence of a similar incident during that period. The employee shall be responsible to see that any such document is removed.

This Article shall apply in respect to any expression of dissatisfaction relating to the employee's work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.

13:06 Personal File

There shall be one official personal file, the location of which shall be designated by the permanent head. Employees shall at any reasonable time be allowed to inspect their personal file and may be accompanied by a representative of the Union if requested.

A copy of any document placed on an employee's official personal file, which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy. Copies of any documents on an employee's personal file shall be provided to the employee upon request. When an employee provides a written authorization to the Union, a representative of the Union shall be permitted to view an employee's personal file and make copies of any documents where necessary.

13:07 Justice and Dignity Provisions

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

13:08 Removal of Disciplinary Letters

Disciplinary letters shall be removed provided that there has been no further disciplinary action since the document was placed on the employee's file, in accordance with the following schedule:

- < Letters of Reprimand - eighteen (18) months
- < Suspensions of five (5) days or less - thirty (30) months
- < All other disciplinary letters - forty-two (42) months.

The employee shall be responsible to request the removal of such letters.

ARTICLE 14 – SENIORITY

14.01 Seniority Defined

- (a) Seniority is defined as the length of service with the Employer in a permanent, temporary, casual, part-time or seasonal bargaining unit position and shall date from the last entry into employment with the Employer, subject to the provisions of 14:01(b), 14:02(b), and 14:04. Subject to Article 16, seniority shall operate on a bargaining unit wide basis.
- (b) In the event of a layoff of a permanent or seasonal employee seniority will continue to accrue subject to the provisions of 14:04.
- (c) In the event of a layoff or reduction of the workforce, employees in positions listed in Schedule "D2" shall not be entitled to exercise bumping rights over bargaining unit members.
- (d) While on suspension, employees shall continue to accumulate seniority. Employees on leave in accordance with 21:05(b) shall continue to accumulate seniority for such periods of leave.

14:02 Probationary Period

- (a) A newly hired permanent employee shall be on probation for a period of six (6) months full-time equivalent service from the date of hire. Subject to Article 11.05, during the probationary period, the employee 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) A newly hired temporary or casual employee shall be on probation for a cumulative period of six (6) months, full-time equivalent service from the date of hire. Subject to Article 11.05, during the probationary period, the employee 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. Non-continuous (or broken) periods of temporary employment shall also be included in the calculation of seniority except that where a break in service was for circumstances outlined in clause 14:04.

The break period(s) shall not be counted for seniority purposes. Should the temporary employee obtain a permanent position in a new classification or department during this six (6) month period, a minimum two (2) month probation period must be served in this new position.

- (c) Seasonal employees appointed after the date of signing of this agreement shall serve a probationary period of six (6) months of cumulative, full-time equivalent service. A seasonal employee who is successful in obtaining a permanent position and who has not completed a six (6) month probationary period shall be on probation for a minimum of six (6) months with a minimum of two (2) months served after appointment to the permanent position. Subject to Clause 11:05, during the probationary period, the employee 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.

14:03 Seniority List

- (a) The Employer shall maintain separate seniority lists showing total length of service referred to in 14:02 (a), 14:02 (b) and 14:02 (c) respectively. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January of each year. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application.
- (b) Disputes in regard to seniority status shall be submitted in writing within thirty (30) days of publication of lists. When proof of error is

presented by an employee, within said time limit, such error will be corrected and the corrected list shall stand until next posted. In the event that an employee is disadvantaged because of an error not disputed within the prescribed time limits, the Employer shall be held harmless.

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:

- (1) They are discharged for just cause and are not reinstated.
- (2) They resign in writing and they do not withdraw the resignation within five working days.
- (3) They are absent from work for five (5) consecutive working days without contacting their Employer and providing a satisfactory and acceptable explanation of such absence. Furthermore, they shall be deemed to have abandoned their position and forfeited all rights to that position.
- (4) They fail to return to work within seven (7) calendar days following a recall and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address. An employee recalled for casual work on employment of short duration at a time when they are employed elsewhere, shall not lose their recall rights for refusal to return to work.
- (5) They are laid off for a period in excess of twenty-four (24) consecutive months.
- (6) The employee occupies a position outside the bargaining unit for a period in excess of two (2) years.

14:05*

Transfers and Seniority Outside Bargaining Unit

- (a) No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is permanently transferred or promoted to a position other than those referred to in 14:01, they shall retain their accumulated seniority, for a maximum period of two (2) years, but will not accumulate any further seniority while occupying a management position.
- (b) If an employee is transferred or promoted to a position outside the bargaining unit on a temporary basis, they shall continue to accumulate seniority, for a maximum period of two (2) years, and shall have the rights and privileges of the grievance procedure and access thereto, for a maximum period of two (2) years, as if they were still an employee covered by this Agreement. Bargaining unit employees shall continue to pay union dues for the duration of the temporary assignment.
- (c)* In the event of a labour dispute, and provided notice of pending strike action has been delivered to the Minister responsible, bargaining unit employees who are on temporary assignment outside the bargaining unit and who request in writing to return to their regular bargaining unit position, shall be returned to their regular position. Temporary assignments and temporary appointments for other bargaining unit employees resulting from the original temporary assignment outside the bargaining unit shall also be discontinued as a result of the discontinuance of the original temporary assignment.

14:06

Position Transferred Between Regions

When the Employer requires an employee to relocate from one geographic location to another which does not constitute a change in an employee's classification, the right of first refusal shall be on the basis of seniority within

the headquarters area and classifications so affected, provided the junior employee is qualified and able to perform the duties required.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15:01 Job Postings

- (a) When a vacancy occurs in a permanent or temporary bargaining unit position, the Employer shall post notices of the position in accessible places in the Employer's premises as follows:
 - when a vacancy is in a permanent position and the appointment will be a permanent appointment, then the position will be posted for a period of not less than seven (7) working days;
 - when the vacancy is temporary and covers a period in excess of thirteen (13) weeks, then the position will be posted within all regions for a period of not less than five (5) working days.
- (b) When a vacancy occurs in a seasonal bargaining unit position for which there is no employee eligible for recall, the Employer shall post notices of the position within all regions for a period of not less than three (3) working days.
- (c) Copies of all postings are to be supplied concurrently to the Local Union Secretary.

15:02* Information on Postings

For vacancies or new positions inside the bargaining unit such notices shall contain the following information:

- Title of position, qualifications, required knowledge and education, skills, wage or salary rate or range and whether shift work could be involved. Such qualifications and abilities may not be established in

an arbitrary or discriminatory manner. All job postings shall state "NLHC is an equal opportunity Employer".

15:03 No Outside Advertising

No outside advertising for any vacancy within the bargaining unit shall be placed until the applications of present employees have been fully processed and applicants notified in writing, except in cases where special skills may be required.

15:04* Role of Seniority in Promotion 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, in making staff changes, transfers or promotions, the qualifications and abilities required for the position shall be the governing factors. Where these factors are relatively equal between applicants, seniority shall prevail.

Upon request, a representative of the Human Resources Department shall meet with an unsuccessful applicant to advise the employee of the reason(s) why they were unsuccessful in the job competition. At the request of the applicant, the reasons shall be provided in writing.

15:05 Trial Period

The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of two (2) months. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall return 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.

15:06 Incapacitated and Older Worker Provision

An employee who has become incapacitated by injury or illness or an employee, who through advancing years or temporary disablement is unable to perform the duties of their regular job to the satisfaction of the Employer will be employed in other work which the employee can do and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority, but may bump in accordance with the provisions of clause 16.03.

15:07 Training Courses

The Employer shall bulletin any Training Courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- Type of course (subjects and material to be covered).
- Time, duration, and location of the course.
- Basic minimum qualifications required for applicants.

This bulletin shall be posted for a period of two weeks on Bulletin Boards in all Departments to afford all interested employees an opportunity to apply for such training.

15:08 Notification to Applicants

Applicants for positions in the bargaining unit shall be notified as soon as is reasonably possible after the expiration of the inside advertising period of the decision as to the status of their application.

15:09 Notification to Interviewees

Interviews for positions in the bargaining unit shall be conducted as soon as possible after the job competition closing date. Within thirty (30) days of

completion of interviews all applicants will be advised of the outcome, including the name of the successful applicant.

15:10 Appointment of Successful Candidate

No candidate shall be appointed to a new position until all unsuccessful applicants have been duly notified.

15:11 Training Assignment

If no employee is appointed to a position posted in accordance with 15:01, then serious consideration will be given to the feasibility of a training assignment for the applicant whose qualifications were determined to be closest to those required in the job posting.

Employees on a training assignment to acquire and satisfy the qualification requirements of a position posted in accordance with 15:01 shall be compensated at a rate which yields an increase of not less than five percent (5%) provided that the rate does not exceed the maximum of the salary scale established for the training assignment.

Subject to successful completion of the training assignment, the employee will be confirmed in the position posted and effective the date of confirmation, shall be compensated on the scale established for the position as if they had been promoted to the posted position without a training assignment.

If the qualification requirements are not met within the designated training period, the employee shall revert to their former position.

15:12 Employee Status at End of Temporary Assignment

- (a) A permanent employee who has never been laid off or who has exhausted their bumping rights as per 16:03 (i) and who is temporarily assigned to another position shall revert to their permanent position at the completion of the temporary assignment or when bumped from that temporary assignment.

- (b) A seasonal employee who is temporarily assigned to a non-season position shall revert to the seasonal workforce at the completion of the temporary assignment or when bumped from that assignment. If the seasonal employee would have been laid off from the seasonal workforce prior to completing the temporary assignment, the employee will be deemed laid off from seasonal employment effective the date of completion of the temporary assignment.
- (c) A temporary or casual employee will be deemed laid off at the completion of the temporary assignment or when bumped from that assignment, subject to 16:03.

ARTICLE 16 – LAYOFF AND RECALL

16:01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service with the Employer.

Therefore,

< in the event of a layoff involving permanent positions, the employees in the region, headquarters, department and classification affected by the layoff who have the least seniority shall be the first employees laid off,

< in the event of a layoff involving the seasonal workforce, the employees in the classification and region affected by the layoff who have the least seniority shall be the first employees laid off, provided that those employees being retained in accordance with this procedure are qualified and able to perform the duties required.

< in the event of a layoff involving the temporary or casual workforce, the employees in the classification and region affected by the layoff who have the least seniority shall be the first employees laid off, provided that those employees being retained in accordance with this procedure are qualified and able to perform the duties required.

16:02 (a) Recall Procedure

Employees in the region, headquarters area and classification involved in the recall, who have the most seniority shall be the first employees recalled, provided that the employees being recalled in accordance with this procedure are qualified and able to perform the duties required.

16:02 (b) No New Employees

No new permanent, seasonal, temporary or casual employees shall be hired until those laid off have been given an opportunity of recall provided that those recalled have sufficient qualifications to perform the work required.

16:03 Bumping Procedure

For bumping purposes there shall be three (3) distinct employee groups ranked as follows:

- (1) Permanent Employees
- (2) Seasonal Employees
- (3) Temporary and Casual Employees

Each group shall be entitled to bump employees in the same group and employees from any group ranked lower, as indicated above.

- (a) A permanent employee
 - (i) who is laid off in accordance with 16:01;
 - (ii) who was laid off and not recalled when a recall occurs;
 - (iii) who received thirty (30) calendar days' notice of the Employer's intent to reduce the employee's regular hours of work; or
 - (iv) who obtained a temporary position subsequent to being laid off in accordance with 16:01 or being bumped in accordance with 16:03(d), and who is deemed to be given notice fourteen

(14) calendar days prior to the scheduled end date of employment and which term of temporary employment is ending; shall be entitled to bump an employee with the least seniority within a classification, within the employee's headquarters area or region, provided that the employee retained in accordance with this procedure is qualified and able to perform the duties required. All bumping requests flowing from 16:03(a) (iv) shall be rescinded should the period of the temporary employment be extended.

- (b) A seasonal employee who is laid off in accordance with 16:01 or who is not recalled when a recall occurs, shall be entitled to bump an employee with the least seniority in accordance with 16:01 within a classification in their region, provided that the employee retained in accordance with this procedure is qualified and able to perform the duties required.
- (c) A temporary or casual employee who is laid off in accordance with 16:01 or who is not recalled when a recall occurs, shall be entitled to bump an employee with the least seniority in accordance with 16:01 within a classification in their region, provided that the employee retained in accordance with this procedure is qualified and able to perform the duties required.
- (d) The employee who is bumped shall be deemed to have been given notice of lay off with effect from the date that the employee who bumped them was given notice. The procedure outlined in 16:03(a), (b) or (c) shall also apply.
- (e) The employee who is bumped from a recall in accordance with this procedure shall retain the right to bump.
- (f) An employee may change their headquarters area within the region as a result of exercising their bumping rights under this sub-clause 16:03. For the purpose of recall, the Corporation will be required to

recall the employee as if they did not exercise their bumping rights. For the purpose of layoff, the Corporation will be required to issue notice of layoff to the employee in accordance with the classification in which they are currently employed.

- (g) i) An employee who chooses to bump another employee must exercise that right
 - 1) within five (5) working days of receipt of notice or of being bumped; and
 - 2) prior to the expiry of the notice period or within ten (10) days of the occurrence of the recall. Notwithstanding this, an employee will have at least one (1) day from the date that they were bumped to exercise their bumping right.
- ii) Where an employee submits a bumping request in accordance with Article 16, the employer shall endeavour to respond to the bumping request as soon as possible. In any event, where the employer exceeds five (5) calendar days in responding to a bumping request the notice period shall be extended accordingly.
- (h) i) For permanent employees, bumping shall be lateral or downward from the highest classified permanent position from which the employee was "laid off". Only in the event of the layoff of a permanent employee who, in a previous job competition had been assessed as being fully qualified for a higher classified position, may the employee bump upward to that higher classification.
- ii) Bumping shall be lateral or downward for seasonal employees.

- iii) Bumping shall be lateral or downward for temporary and casual employees.
- (i) Subject to 14:04 for permanent employees, recall and bumping rights (as per 16:02(a) and 16:03(a)) shall be exhausted when the employee attains a permanent position of the same classification as or at a higher classification level than the highest classified permanent position from which they were laid off, in the same headquarters as they worked before layoff and with regular full-time hours of work.

16:04 Notice of Layoff and Termination

- (a) Except for dismissal for just cause and unless legislation is more favourable to the employees, the Employer shall notify permanent employees, who are to be laid off, thirty (30) calendar days and seasonal employees, who are to be laid off, fourteen (14) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.
- (b) Temporary employees, who are advised that they are employed for a specific job or specific time period, may receive one (1) day's written notice should their termination be caused by factors beyond the control of the Corporation.
- (c)
 - (i) Subject to 16:04(b) and 16:04(c)(ii), except in the case of dismissal for just cause, temporary employees with less than six (6) months service shall on termination be given ten (10) working days' notice in writing.
 - (ii) Temporary employees hired for a specific job or a specified time period will be deemed to have received notice from the date of hire. The date of termination of employment may be altered in accordance with 16.04(c)(i).

Temporary employees who are to be terminated and who have in excess of six (6) months service with the Employer will be given fifteen (15) working days' notice.

- (iii) If the notice in accordance with 16.04(c)(i) is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- (d) Permanent employees shall give the Corporation a minimum of fifteen (15) working days written notice; and temporary and seasonal employees shall give ten (10) working days written notice of intention to terminate employment.
- (e) Annual leave shall not be any part of the period of stipulated notices referred to above unless mutually agreed between the parties.
- (f) The period of notice may be reduced or eliminated by mutual agreement.

16:05 Redundancy Provision

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

16:06 Special Provisions for Regions 4 and 7; 5 and 6

- (a) For the purpose of Article 16, Layoff and Recall only and as it applies to permanent positions only, Regions five (5) and six (6) Corner Brook and Stephenville respectively; and Regions four (4) and seven (7), Gander and Grand Falls respectively; as depicted in Appendix A shall each be considered one region.
- (b) For the purpose of Article 16, Layoff and Recall, seasonal employees in Goose Bay and Labrador City shall be laid off and recalled within their headquarters area. Seasonal employees in Goose Bay and Labrador City shall be entitled to exercise bumping rights within their headquarters area in addition to their other bumping rights under the Collective Agreement.

16:07 Bumping While on Leave

- (a) In the case of:
 - a laid off employee, who the Employer determines is ineligible for recall by reason of their medical condition, or
 - an employee on sick leave, injury-on-duty leave, or special leave without pay due to illness, who has received notice of being laid off or bumped from employment, the employee may, upon receipt of medical clearance for return to work, file a request to bump. For purposes of assessing and responding to the bump request, the five (5) day time frame shall not commence until medical documentation, satisfactory to the Employer, has been received.

- (b) An employee on maternity/adoption/parental leave, who has received notice of layoff or having been bumped during the period of such leave, may file a bump request. Such request shall be filed with the Employer by the tenth working day prior to the expiry of the employee's period of approved leave.

ARTICLE 17 – HOURS OF WORK

17:01 Hours of Work

- (a) For employees in the classifications listed in Schedule "B", (except part-time employees) the scheduled work week, exclusive of meal breaks shall be thirty-five (35) hours per week, and the scheduled work day shall be seven (7) hours.

- (b) For employees in the classifications listed in Schedule "C", (except part-time employees) the scheduled work week shall be forty (40) hours per week and the scheduled work day shall be eight (8) hours.

Except where mutually agreed between the Employer and the employee, the hours of work of existing employees, will not be changed for the duration of this collective agreement.

Where operational requirements permit, the Employer agrees to make every reasonable effort to accommodate requests from employees to alter their work schedule

17:02 The meal break shall:

- (a) not exceed one and one-half (1½) hours; and
- (b) be taken at such time as the Employer directs.

17:03* Rest Period

During each working day, each employee shall receive a rest period of fifteen (15) consecutive minutes in the first half and in the second half of the working day, at a time to be scheduled by the permanent head. Rest periods

shall not be combined or added to the employee's meal break, unless mutually agreed by the employee and their respective supervisor.

17:04*

(a) Shift Differential

An employee required to work shifts shall receive a shift differential for each hour worked between 1600 and 2400 hours and between 2400 and 0800 hours as follows:

- Effective Date of signing \$2.30

(b) Saturday & Sunday Differential

Effective Date of signing, employees who are required to work shifts shall be paid a differential of two dollars and fifty-five cents (\$2.55) per hour for each hour worked by the 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.

17:05

Shift Scheduling

(a) Every reasonable effort will be made by the Employer:

- i) Not to schedule the commencement of a shift within fifteen (15) hours of the completion of the employee's previous shift.
- ii) To grant an employee two (2) consecutive days of rest per week.
- iii) To plan days off in such a way as to equally distribute weekends off.

(b) There shall be no split shifts, i.e. there shall be no break in shift other than the break specified in 17:03 and the authorized meal break.

(c) A shift schedule shall be posted at least seven (7) calendar days in advance of the commencement of the schedule posted.

- (d) An employee shall be given not less than two (2) days notice of a change in shift schedules. Where such notice is not given and the employee is required to work on a scheduled day of rest, the employee shall be paid one and one-half (1½) times the straight time rate for all hours worked in addition to time off at a later date for the day of rest displaced.
- (e) Provided written notice is given one (1) day in advance and with the approval of the permanent head, employees may exchange shifts if there is no increase in cost to the Employer.

ARTICLE 18 – OVERTIME

18:01 Application

This Article shall apply to all employees in the Bargaining Unit.

18:02 Scheduling of Overtime

All overtime shall be authorized and scheduled by the permanent head, who may at any time require an employee to work overtime. Where an employee is given less than twenty-four (24) hours' notice of an overtime assignment, the employee shall have the right to have the overtime rescheduled or where rescheduling is not possible, the employee may refuse the overtime assignment except in the case of an emergency or where the circumstances requiring the overtime are beyond the control of or could not be forecasted by the Employer.

18:03 Overtime Compensation

An employee shall be compensated at time and one-half (1½) for all time worked in excess of the scheduled work week or work day as specified in Article 17.

18:04 Allocation of Overtime

Subject to operational requirements of the Corporation, the permanent head shall make every reasonable effort to give as much notice as possible:

- (a) to employees who are required to work overtime; and
- (b) to allocate overtime worked on an equitable basis among readily available qualified employees. For maintenance employees, overtime work shall be assigned to the employees in the classifications which normally perform such work provided they are readily available for work.

18:05 Overtime for Part-time Employees

All time worked by a part-time employee in excess of regular full-time hours of work (as outlined in 17:01) on a daily or weekly basis shall be considered overtime.

18:06 Call Back

- (a) An employee who is called back to work after the employee has left their place of work shall be paid for a minimum of three (3) hours at the applicable overtime rate provided that the period worked is not contiguous to the employee's scheduled working hours.

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

- (b) When an employee is called back to work under the conditions described in 18:06(a), the employee shall be paid a flat rate of \$5.00

or the appropriate kilometre rate for the distance travelled to and from the place of work, whichever is greater.

- (c) Where an employee is called back to work and is required to perform a series of work assignments requiring travel from one work location to another and where none of the work locations are the employee's residence, the employee will be paid mileage costs for traveling between locations. A second claim for call-back transportation expense as provided in (b) will be paid only if the employee has returned home and is subsequently called back to work.
- (d) The provisions of (b) and (c) above notwithstanding, an employee shall not receive any payment for transportation expenses:
 - (1) where transportation is provided by the Employer; Or
 - (2) for work performed in the building or housing project in which the employee resides or in an adjacent building or housing project.

18:07 Time off in lieu of pay

The permanent head or designate may, upon the request of an employee, grant time off in lieu of compensation for any overtime worked. Such time shall be granted at the rate prescribed in Clause 18:03. The scheduling of time off in lieu of overtime compensation shall be approved by the permanent head or designate and such approval shall be subject to operational requirements.

Time off must be taken in whole or half days. In a fiscal year, the maximum overtime leave which an employee may accumulate or take off is fifteen (15) days. The maximum number of overtime leave days which may be carried forward at the end of a fiscal year is ten (10).

Approved time off in lieu of pay shall not subsequently be converted for overtime to payment for overtime work except in the following cases:

- an employee terminates employment with the Corporation; or
- an employee carries forward at fiscal year-end ten (10) days overtime leave and in the next fiscal year accumulates additional overtime leave, such that at the end of the fiscal year the employee has more than ten (10) days overtime leave accumulated. In this case, payment shall be made for overtime leave days in excess of the ten (10) days which may be carried forward.

ARTICLE 19 – HOLIDAYS

19:01 Government Holidays

The following shall be designated holidays:

- | | |
|--------------------|-----------------------|
| (a) New Year's Day | (b) St. Patrick's Day |
| (c) Good Friday | (d) St. George's Day |
| (e) Victoria Day | (f) Discovery Day |
| (g) Memorial Day | (h) Orangemen's Day |
| (i) Labour Day | (j) Thanksgiving Day |
| (k) Armistice Day | (l) Christmas Day |
- (m) Boxing Day
- (n) One (1) additional day in each year that, in the opinion of the permanent head, is recognized to be a civic holiday in the area in which the employee is employed. For employees working outside a Regional Office, the civic holiday will be the holiday observed by the Regional office.
- (b) Should any new holiday not routinely scheduled, be specifically proclaimed by the provincial authorities, it shall be granted to employees within the scope of this Agreement.

19:02 Compensation for Holidays Falling on Saturday

- (a) When any of the above noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.
- (b) When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday, (or Tuesday, where the preceding clause already applied to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

19:03 Compensation for Work on Christmas Day, Boxing Day, or New Year's Day

Notwithstanding the provisions of 19:02(a) and (b) and 19:05(a) and (b), where Christmas Day, Boxing Day, or New Year's Day falls on a Saturday or Sunday, the provisions of 19:04 and 19:05 shall be applicable on the December 25th, 26th, or January 1st dates respectively and shall not be applicable on the alternate week day that is deemed to be the holiday. This variation from the provisions of 19:02 and 19:05 is applicable only to shift workers.

19:04 Compensation for Work on a Holiday

Where an employee is required to work on a holiday, the employee shall be compensated in addition to the pay the employee would be entitled to, had the employee not worked on the holiday as follows:

- (a) time-off with pay at the rate of time and one-half (1½) for each hour worked, at a later date to be mutually agreed between the permanent head and the employee; or

- (b) if such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive pay in lieu of time off at the rate of time and one-half (1½) for all hours worked on the holiday.

19:05 Holiday Falling on the Day of Rest

- (a) When a calendar day designated as a holiday under Clause 19:01 coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a later date approved by the permanent head. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive one (1) day's pay to compensate for the holiday.
- (b) When a holiday falls on an employee's day of rest and the employee is required to work on such a holiday, the employee shall receive two (2) hours pay for each hour worked on that day and in addition shall receive one (1) hour off for each hour worked. The employee may request time off in lieu of overtime payment provided that such time off must be granted on the basis of two (2) hours off for each hour worked, within two (2) months of incurring the overtime. If such time off cannot be given within two (2) months and at the convenience of the employee, the employee shall be paid at the applicable rate.

19:06 Work on Christmas and New Year's Day

No employee will be scheduled to work Christmas Day and New Year's Day in the same holiday season unless mutually agreed.

ARTICLE 20 – ANNUAL LEAVE

20:01* Annual Leave Thresholds

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

Years of Service	Number of Days
------------------	----------------

<	Up to ten (10) completed years	15
<	From ten (10) completed years to twenty-five (25) completed years	20
<	In excess of twenty-five (25) completed years	25

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

- (i) No annual leave may be taken until an employee has not less than sixty (60) days of service prior to taking leave.
- (ii) When an employee has had not less than sixty (60) days of service, the employee may anticipate annual leave to the end of the period of authorized employment or to the end of the year concerned whichever is the shorter period.
- (iii) When an employee becomes eligible for a greater amount of annual leave, the employee shall be allowed in the year in which the change occurs, a portion of the additional leave for which the employee has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days.
- (iv) Seasonal employees will receive pay in lieu of annual leave. Such pay will be pro-rated and included on each bi weekly pay cheque in accordance with 20:01(a).

The employer will endeavour to grant up to five (5) days of unpaid leave per fiscal year to enable seasonal employees to take vacation.

20:02 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, before they have had a vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

20:03 **Vacation during Summer Months**

As many employees as possible shall be permitted to take leave during the summer months, taking advantage of the school closing period, provided that the scheduling of vacations shall at all times be expressly subject to the operational requirements of the Corporation. Vacation schedules shall be arranged during the months of March and April.

20:04 **Vacation Schedules**

- (a) Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer.
- (b) Approved annual leave shall not be changed unless mutually agreed between the employee and the Employer.
- (c) Should the Employer change a shift schedule in advance of an employee's approved annual leave and the effect of the schedule change is that the employee would be required to take a greater number of leave days than originally approved, the employee will not be required to use additional accumulated leave.

20:05 **Unbroken Vacation Period**

An employee shall be entitled to receive a vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

20:06 **Approved Leave of Absence during Vacation**

- (a) If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.
- (b) An employee who becomes ill while on annual leave may change the status of leave to sick leave effective the date of notification to the

Employer provided that the employee submits a certificate(s) acceptable to the permanent head, signed by a qualified medical practitioner:

- (i) by the date the employee's approved leave period expires, or
- (ii) where the period of illness is to extend beyond the expiration of the approved annual leave period at such intervals as the permanent head may require, and
- (iii) provided that notification by telephone is given to the Director/Regional Director on the first day of illness for which a change from annual leave to sick leave status is sought.

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

In the case of an employee who is admitted to hospital while on annual leave, they may change the status of leave to sick leave with effect from the date the employee was admitted to hospital.

- (c) The period of vacation so displaced in Clause 20:06 (b) shall be reinstated for use at a later date to be mutually agreed.

20:07 Overtime Vacation Rate

Except in the case of an emergency, an employee will not be required to work during their scheduled vacation. When an employee is required to work during their vacation, the employee shall receive pay of time and one-half. Hours worked while on vacation shall not be deducted from the employee's vacation credits.

20:08 Carrying Forward Annual Leave

An employee may carry forward to another year any portion of annual leave not taken by them in previous years until, by doing so, the employee has accumulated a maximum of:

- (i) twenty (20) days annual leave, if the employee is eligible for fifteen (15) or twenty (20) days in any year;
- (ii) twenty-five (25) days annual leave, if the employee is eligible for twenty-five (25) days in any year.

Each of the above accumulations is in addition to the employee's current annual leave.

20:09 Use of Leave Carried Forward

The annual leave accumulated by an employee pursuant to Clause 20:08 may be taken at any time in addition to the employee's current annual leave subject to Clause 20:05.

20:10 Service for Annual Leave Accrual

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

20:11 Notification of Carry-Forward Provisions

In January of each year, the Employer shall post a general memorandum to all employees highlighting the carry-forward provisions of Article 20 - Annual Leave.

ARTICLE 21 – SICK LEAVE PROVISIONS

21:01 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*.

21:02 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 21:02(a)(i), an employee hired after May 4, 2004 is eligible to accumulate sick leave at the rate of one (1) day for each month of service.
- (b) (i) The maximum number of days of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed 480 days.
- (ii) Notwithstanding Clause 21:02(b)(i), the maximum number of days of sick leave which may be awarded to an employee hired after May 4, 2004 during any consecutive twenty (20) year period of service shall not exceed two hundred and forty (240) days.
- (c) (i) Part-time employees are eligible to accumulate sick leave on a pro-rata basis.
- (ii) Notwithstanding Clause 21:02(c)(i), part-time employees hired after May 4, 2004, are eligible to accumulate sick leave in accordance with Clause 21:02(a)(ii) on a pro-rata basis and to be awarded sick leave in accordance with 21:02(b)(ii) on a pro-rata basis.

21:03* Proof of Illness

- (a) Before receiving sick leave with pay, employees shall be required to provide medical certificates, satisfactory to the permanent head, as follows:

- (i) for permanent and long-term temporary employees - any absence in excess of three (3) consecutive days or six (6) days in the aggregate in any year.
- (ii) for seasonal and short-term temporary employees - any absence in excess of three (3) consecutive days or three (3) days in the aggregate in the six (6) month period from the date of recall or hire.

In cases of excessive absence, suspected abuse shown by an established pattern of illness or other reasonable grounds, or absences of an extended duration, the Employer reserves the right to request a medical certificate, satisfactory to the permanent head, 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. The above notwithstanding, the Employer reserves the right to refer the employee to a designated physician and to obtain a second opinion from that physician. In such case, the employee will not be responsible for any charge from the physician.
- (c)* 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 related to the ongoing medical condition for the remainder of the calendar year.

21:04 Sick Leave during Leave of Absence and Layoff

When an employee is given paid vacation or special paid leave of absence, or while on Workplace NL compensation, the employee shall receive sick leave credit for the period of such absence on return to work. When an employee is laid off on account of lack of work the employee shall not receive sick leave credits for the period of such absence but shall retain their accumulated credit, if any, existing at the time of such layoff.

21:05 Extension of Sick Leave

(a) An employee with more than five (5) years of service who has exhausted sick leave credits may be allowed in the event of illness, in excess of fifteen (15) days, an extension of sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon return to duty from the normal monthly accumulation.

21:05 (b) Termination of Unpaid Leave

When an employee has used the maximum of sick leave which may be awarded in accordance with this Agreement, the employee may elect, if unable to return to duty, to proceed on annual leave including current and accumulated leave, if eligible to receive such leave. In the case of an employee who has exhausted all paid leave eligibility, they can proceed on special leave without pay, until such time as either disability pension benefits under the Public Service Pension Plan and/or LTD benefits under the definition of total disability is approved, if eligible for such benefits.

In the case of an employee receiving Workplace NL benefits, injury-on-duty leave shall continue until such time as Workplace NL determines that both medical and vocational rehabilitation options have been exhausted without

the employee being able to return to work, or such time as the employee refuses to co-operate with the rehabilitation plans or measures developed for the employee and any appeals provided for under Workplace NL's legislation or regulations have been heard and a decision rendered.

Termination of employment shall occur upon discontinuance of leave under the circumstances referenced above, with the exception that, if an employee, in either of the above circumstances, is laid off or bumped from employment, leave status shall be discontinued and the employee will be considered on layoff. In the case of such layoff, loss of seniority as per 14:04(5) shall not apply. Loss of seniority shall occur upon termination of employment in accordance with the circumstances outlined above.

The Employer shall be provided with medical certificates/reports as required.

21:06 Service for Sick Leave Accrual

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

21:07* Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all scheduled working days absent for sick leave. Subject to 21:03 absence on account of illness for less than one-half ($\frac{1}{2}$) a day shall not be deducted. Absence for one-half ($\frac{1}{2}$) day or more and less than a full day shall be deducted as one-half ($\frac{1}{2}$) day. Employees must endeavour to provide management with at least 48 hours' notice of medical or dental appointments, when possible.

21:08* Early and Safe Return to Work

Subject to operational requirements and considering the particular medical circumstances of an employee whose physician recommends return to work with a reduced work schedule or modified duties, the Employer may

approve a reduced work schedule or modified duties so as to enable the employee's return. The hours by which the employee's regular work schedule is adjusted will be deducted from the employee's accumulated sick leave. If all accumulated leave is exhausted, the hours will be treated as unpaid leave.

ARTICLE 22 – LEAVE OF ABSENCE

22:01 Negotiation Pay Provision

Representatives of the Union shall not suffer any loss of pay or benefits for time involved in attending negotiating sessions with the Employer. The Union shall notify the permanent head of the employees affected prior to the commencement of negotiations and employees shall in all instances give prior notice of absences from work to their immediate supervisors and such notice shall be given as far in advance as possible. Where it is mutually agreed, either party may have present at negotiating sessions other persons to present particular information.

So that members of the Union negotiating team may prepare and present to the membership the proposal package for upcoming negotiations and conduct a ratification vote, paid leave not exceeding a maximum of twelve (12) days in total shall be approved, subject to notifying the Director, Human Resources, as far in advance as possible, the dates on which leave is required.

22:02 Grievance and Arbitration Pay Provision

An aggrieved employee who is not on suspension and who has not been dismissed, and is required to appear for a grievance proceeding or before an arbitration board shall not suffer any loss in pay while participating in these proceedings.

22:03**Leave of Absence for Union Business**

Upon written request by the Union to the Employer, and with the approval in writing of the Employer, leave with pay shall be awarded on a calendar year basis as follows:

- 1) For an employee who is an elected delegate, and who is required to attend the convention of the Canadian Union of Public Employees (Newfoundland and Labrador Division), and the Convention of the Newfoundland and Labrador Federation of Labour, leave with pay not exceeding three (3) days in any one (1) year. Maximum of four (4) employees to each convention. The total time awarded under these provisions shall not exceed twenty-four (24) days.
- 2) For an employee who is a member of a National Committee or the Provincial Executive of the Union and who is required to attend Executive Meetings of the Provincial Executive or National Committee, leave without pay not exceeding five (5) days in any one (1) year.
- 3) For an employee who is an elected delegate, and who may wish to attend the National Convention of Canadian Union of Public Employees or the Convention of the Canadian Labour Congress, leave with pay not exceeding five (5) days in any one (1) year. Total number of days awarded under this Section shall not exceed twenty-five (25) days in a twenty-four (24) month period.
- 4) With the prior approval of the permanent head, special leave with pay not exceeding eighteen (18) days in each year, shall be awarded to the Union for the purpose of attending educational seminars.
- 5) Subject to the exigencies of the Corporation, where a number of employees in excess of those listed above are selected to attend any of the above noted conventions, leave without pay and without loss of benefits will be granted.

22:04 (a) Leave of Absence for Full Time Union Duties

The Corporation shall, on written request, grant a leave of absence without pay for a period of not less than three (3) months duration and not exceeding one (1) year, to an employee selected for a full-time position with the Union. Such employees will not lose accrued benefits but shall not accrue any benefits other than seniority, during such period of absence. On written request, approval shall be granted for an extension of leave of absence provided that the combined original period of leave and the extension(s) do not exceed two (2) years.

22:04 (b) Leave of Absence for Public Affairs

An employee may, with the prior approval of the Employer be permitted to participate in Municipal and School Board elections, provided that if they are elected as members of councils or school boards, they shall exercise tact and discretion in any matter arising in council or a school board involving the Government and the Corporation on the clear understanding that, in no circumstances, shall such participation constitute any conflict of interest or interfere in any way with an employee's attendance at work during working hours or the performance of their official duties.

22:05 Paid Bereavement Leave

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, common-law spouse, legal guardian, grandmother, grandfather, mother-in-law, father-in-law, grandchild, son-in-law, daughter-in-law, or near relative living in the same household, three (3) consecutive days; and
- (b) In the case of a brother-in-law or sister-in-law, one (1) day.
- (c) If the death of a relative referred to in Clause 22:05 (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 may grant special leave with pay for bereavement up to a maximum of two (2) consecutive days in addition to that provided in Clauses 22:05 (a), (b), and (c). Such leave will not unreasonably be denied.
- (e) For the purpose of this Article, spouse means an employee's husband or wife, including a common-law or same sex partner with whom the employee has lived with for more than one year.

22:06*

Maternity Leave, Parental and Adoption Leave

- (a)
 - (i)* An employee may request maternity/adoption/ parental leave without pay, which may commence prior to the expected date of delivery, and the employee shall be granted such leave in accordance with this Article. The leave must be requested within seventy- eight (78) weeks of delivery/adoption.
 - (ii)* 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.
- (b) The Employer reserves the right to require an employee to commence leave prior to the time they are scheduled to commence maternity leave specified in Clause 22:06(a) if the state of their health becomes incompatible with the requirements of their job and they have exhausted their sick leave entitlement.
- (c) An employee may return to duty after giving their Permanent Head two (2) weeks notice of their intention to do so.
- (d) The employee shall resume their former position and salary upon return from leave, with no loss of accrued benefits, subject to Clause 16:07(b).

- (e)* Periods of leave up to seventy-eight (78) weeks shall count for seniority purposes, annual leave, sick leave, severance pay, and step progression.
- (f)* 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.
- (g) 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.
- (h) While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through their Human Resources Department.
- (i) Maternity/Adoption/Parental Supplemental Allowance
 - (a) An employee who has been granted maternity/adoption/parental leave without pay shall be paid a Supplemental Allowance in accordance with paragraph (c), provided that the employee:
 - (i) has completed six (6) months continuous employment before commencement of the maternity/adoption/parental leave without pay;
 - (ii) provides the Employer with proof that the employee has applied for and is in receipt of maternity or parental benefits pursuant to Section 22 or Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer; and
 - (iii) has signed an agreement with the Employer stating that:

- (A) the employee will return to work on the expiry date of the maternity/adoption/parental leave without pay unless the return to work date is modified by approval of another form of leave;
 - (B) within eighteen (18) months following the employee's return to work, as described in Clause (A), the employee will work a minimum number of weeks, at full-time equivalent hours, equal to the number of weeks for which the employee received the Supplemental Allowance.
 - (C) Should the employee fail to return to work in accordance with Clause (A), for reasons other than death, layoff prior to contract end date, early termination due to lack of work, or having become disabled, the employee will be indebted to the Employer for the full amount of the Supplemental Allowance the employee has received;
 - (D) should the employee return to work but fail to work the total number of weeks as specified in Clause (B) for reasons other than death, layoff prior to contract end date, early termination due to lack of work, or having become disabled, the employee will be indebted to the Employer for the remaining number of weeks owing.
- (b) For the purpose of Clauses (a)(iii)(B) and (D), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked.

- (c) Supplemental Allowance payments shall be calculated and paid as follows:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity or parental benefits, ninety-three percent (93%) of the employee's weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and
 - (ii) for fifteen (15) weeks during which the employee receives a maternity or parental benefit pursuant to Section 22 or Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance benefit the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which the employee would have been eligible if no extra monies had been earned during this period.
 - (iii) The total Supplemental Allowance that may be paid to an employee under this Clause is seventeen (17) weeks.
 - (iv) The total Supplemental Allowance payable by the Employer to a couple employed by the Employer shall not exceed seventeen (17) weeks for both individuals combined.
- (d) The Supplemental Allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that the employee may

be required to repay pursuant to the *Employment Insurance Act*.

- (e) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) For a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity/adoption/parental leave without pay.
 - (ii) For an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity/adoption/parental leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (f) The weekly rate of pay referred to in paragraph (e) shall be the rate to which the employee is entitled for the employee's permanent position to which the employee is appointed.
- (g) Notwithstanding paragraph (f), and subject to subparagraph (e)(ii), if on the day immediately preceding the commencement of maternity/adoption/parental leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (h) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity/adoption/parental allowance, the allowance shall be adjusted accordingly.

22:07*

Family Responsibility Leave

- (a)* Subject to Clause 22.07(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 and father;
 - (ii) attend to the needs relating to the birth of an employee's child;
 - (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
 - (iv) attend 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, family, or personal emergencies; shall be awarded up to three (3) days paid family leave in any fiscal year.

- (b) In order to qualify for family leave, the employee shall:
 - (i) provide as much notice to the Employer as reasonably possible;
 - (ii) provide to the Employer valid reasons why such leave is required; and
 - (iii) where appropriate, and in particular with respect to (iii), (iv) and (v) of Clause 22.07(a), have endeavoured to a reasonable extent to schedule such events during off duty hours.

- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave or sick leave.

- (d) An employee shall only 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.

22:08*

Education Leave

- (a) Subject to operational requirements and availability of qualified replacement staff, an employee shall be granted unpaid educational leave of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority.
- (b) An employee who is upgrading their employment qualifications through an Employer-approved upgrading course shall be entitled to leave of absence without loss of pay and benefits to write examinations required by such course.
- (c) Employees on approved unpaid educational leave for the purpose of fulfilling the academic requirements of a trades certification program, shall continue to accumulate service for seniority purposes including promotions, layoffs, recalls, salary increments (step increases), severance pay, and annual leave eligibility as provided in 20:01 (b) (ii).

22:09

General Leave

An employee may be granted leave of absence without pay and with service credit for seniority purposes only, when they request such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer.

(a) Unpaid Leave

Subject to operational requirements and availability of qualified replacement staff, where required, the Employer will provide for one

(1) month of unpaid leave while granting service credits for seniority purposes, provided that the employee would not have been laid off during the period of unpaid leave. The month of unpaid leave does not necessarily have to be taken consecutively, but cannot be taken in increments of less than two (2) days at a time.

(b) Extended Unpaid Leave

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

22:10 Earned Vacation and Sick Leave on Death

If, at the time of death, an employee has used more annual or sick leave than earned, reimbursement for such leave shall not be demanded by the Employer.

22:11 Paid Jury or Court Witness Duty Leave

Leave with pay will be awarded to an employee who is required:

- (a) to serve on a jury; or

- (b) by subpoena or summons, to attend as a witness in any proceeding held:
 - i) in or under authority of a court of justice;
 - ii) before a court, judge or justice;
 - iii) before the House of Assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - iv) before an arbitrator or a person or body of persons authorized by law to make an enquiry and to compel the attendance of witnesses before it.

22:12 Injury on Duty Leave

- (a) Permanent employees receiving Workers' Compensation Workplace NL benefits, who subsequently resume working a regular work schedule with the Employer, shall be credited with earned annual leave for the period of absence on WCC Workplace NL benefit. However, annual leave credit shall not be applicable for any period during which the employee had been laid off or bumped from employment.
- (b) It is understood and agreed by the parties to this Collective Agreement that an employee who is approved for full extended earnings loss (EEL) benefits from Workplace NL, 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*.

22:13 Compassionate Leave

Subject to the approval of the permanent head, special leave with pay, not exceeding three (3) days, may be granted in special circumstances for reasons other than those referred to in Article 22:05.

22:14* 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.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

23:01 (a) Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

23:01 (b) Direct Deposit

Effective 2004 04 01 all new employees shall be paid by direct deposit where such banking arrangements are available.

23:02 Promotional Factor

When an employee is promoted to another classification, such employee shall receive a minimum of 5% increase in hourly rate of pay. Should this new rate fall between two steps on the new pay range, the employee shall be paid at the rate of the higher step.

23:03 Pay Upon Demotion

- (a) When an employee is voluntarily demoted, their pay will be established at a rate which does not exceed the present rate. If the rate falls between two steps, the salary will be adjusted to the lower of the two.
- (b) When an employee is involuntarily demoted, the rate of pay shall not be reduced.
- (c) The provision of this Article shall not apply in respect of demotion for disciplinary reasons.

23:04 Vacation Pay

The Employer agrees to issue advance payments, once per year, of estimated net salary for authorized annual leave periods of not less than two (2) consecutive weeks, provided the employee, effective April 1, 2004, is paid by cheque and a written request for such payment is received from the employee at least three (3) weeks prior to the last day before the employee's annual leave period commences.

23:05 Educational Allowance

The Employer agrees to encourage employees to participate in self-development activities in order to better qualify themselves in their work as employees of the Corporation.

Reimbursement for training courses will be based on an assessment of the relevancy of the course to the employee's current position and the benefits to be derived in terms of improved job performance.

Present Corporation policy with respect to course reimbursement will be continued or improved for the duration of the Agreement.

23:06 Personal Loss

- (a) Subject to 23:06 (b) and (c), where an employee in the performance of 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 five hundred dollars (\$500).
- (b) All incidents of loss suffered by an employee shall be reported in writing by the employee within five (5) days of the incident to the permanent head or designated representative.
- (c) This provision shall only apply in respect of personal effects which the employee would reasonably have in their possession during the normal performance of duty.

23:07 Employer Provided Amenities

The Employer will provide a washer and dryer in each region for use by maintenance employees for cleaning extremely soiled or oily work clothes.

ARTICLE 24 – EMPLOYEE BENEFIT PLANS AND PENSION

24:01* Health Plan

The parties agree to maintain a benefit plan that shall remain in effect for the duration of this Collective Agreement unless otherwise mutually agreed.

ARTICLE 25 – STANDBY

25:01 Standby

- (a) All standby duty shall be authorized and scheduled by the permanent head, and no compensation shall be granted for a standby shift if the employee does not report for work when required during the shift.
- (b) (i) An employee required to perform standby duty shall be compensated as follows for each eight (8) hour shift:
 - Effective Date of signing \$20.40
- (ii) When standby is required on a statutory holiday, the rate of compensation for each eight (8) hour shift of standby shall be as follows:
 - Effective Date of signing \$22.60

ARTICLE 26 – TEMPORARY ASSIGNMENT

26:01 Temporary Assignment

- (a) Where a salaried employee is required, in writing, by the permanent head to perform duties and responsibilities in a position which is classified as being higher than the employee's own classification, they shall be remunerated for the entire period of the temporary assignment, provided the employee has occupied the higher position for a period of at least two (2) continuous days at a rate in the higher classification which will yield an increase of not less than

five percent (5%) provided that the rate does not exceed the maximum of the salary scale.

- (b) On temporary assignment to a higher classification, hourly paid employees shall be remunerated for the full period of the temporary assignment subject to provisions of 26:01 (a) regarding approval of temporary assignments and the percentage increase.

26:02 Temporary Assignment Pay During Leave of Absence

Temporary assignment pay shall not be awarded to any employee who is on sick leave or annual leave in excess of five consecutive days. Such an employee shall be returned to the former salary until such time as the employee returns to perform the temporary assignment. Under no circumstances shall two employees receive temporary assignment pay simultaneously for the same position without the prior approval of the Permanent Head.

26:03 Temporary Assignments to Lower Classification

When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

ARTICLE 27 – SEVERANCE PAY

27:01 Severance Pay

An employee who has nine (9) or more years of continuous service in the employ of the Employer, is entitled to be paid on resignation, retirement, or termination by reason of disability, expiry of recall rights, or in the event of death to the employee's estate severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment as of May 1, 2014 by their weekly salary to a maximum of twenty (20) weeks pay.

27:02 Accumulation of Service for Severance Purposes

Effective May 1, 2014, there shall be no further accumulation of service for severance pay purposes.

27:03 Payment of Severance

Employees who qualify for severance pay in accordance with Clause 27:01 may elect to receive all, or a portion, of their severance pay in advance of resignation, retirement, or expiry of recall rights. Employees who elect to receive an advanced payment of severance pay must notify the Employer in writing by May 1, 2014.

27:04 Service for Seasonal Employees

For the purpose of this Article, service for a seasonal employee shall be the actual period of employment with the Employer provided that where a break in employment exceeds twenty-four (24) consecutive months, service shall commence from the date of re-employment.

ARTICLE 28 – LABRADOR ALLOWANCE

28:01 Labrador Allowance

Labrador benefits shall be paid to employees covered by this Agreement who are eligible to receive such benefits outlined in Schedule "I".

ARTICLE 29 – TRAVEL ON EMPLOYER’S BUSINESS

29:01* Travel on Employer’s Business

(a)* It is agreed that for the life of this Collective Agreement the allowable rates for meals and mileage will be adjusted in accordance with the provisions of Treasury Board Travel Regulations and with the same effective date.

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:

	Breakfast	Lunch	Dinner	Total
NL	\$9.60	\$16.80	\$26.04	\$52.44
Other Provinces	\$12.18	\$19.68	\$28.38	\$60.24
US	\$12.18	\$19.68	\$28.38	\$60.24
Other	\$13.50	\$21.54	\$31.20	\$66.24

- (b) In areas where the cost of meals is likely to exceed those rates, based on the opinion of the permanent head, vouchered expenses may be submitted.
- (c) For travel on the Employer's business of less than one (1) day which is in excess of twenty (20) kilometres from an employee's headquarters or place of residence, they shall be compensated in accordance with 29:01 (a) provided as follows:
 - (i) Breakfast - provided an employee is required by the Employer to leave on such business before 7:00 a.m.
 - (ii) Dinner - provided that an employee returns to their headquarters or place of residence after 7:00 p.m.
- (d) An employee is entitled to claim an incidental expense for each night on overnight travel status of \$ 5.00 per night.
- (e) An employee on overnight status shall be reimbursed for the cost of one personal long-distance telephone call, not exceeding five (5) minutes in duration, for each day the employee is on overnight travel.
- (f) Employees who provide their own accommodations while travelling on the Employers business will be compensated \$25.00.

29:02*

Mileage Reimbursement

- (a) (i) Employees who are authorized to use their private cars while travelling on business for the Employer shall be reimbursed as follows:

Effective Date	Rate*
1999 04 01	.28/km (Amended)
2000 04 01	.31.5/km (Amended)

*The above rates are subject to adjustment by Treasury Board, on a quarterly basis.

These employees shall, within present guidelines and practice, be permitted to use a rented or Corporation vehicle at Corporation expense while travelling outside the Regional Headquarters area. For travel on the Employer's business within the Regional Headquarters area, the employee shall use their private vehicle and be reimbursed at the above kilometre rate.

Reimbursement of parking metre expenses incurred while on the business of the Employer, at a rate of \$10.00 per week upon presentation of either receipts, where available or a written statement of cost incurred.

- (ii) An employee may use their private vehicle on all official business and claim mileage for all distance travelled at the rate specified in (a)(i) above, but shall not be eligible for the rate specified in (b) below unless specifically designated by the Employer.
- (b) The Employer shall designate an employee who, as a condition of employment, shall be required to have an automobile at their disposal. For employees so designated, the following conditions may apply:

- (i) Employees shall be paid for distance traveled in their personal vehicle on the Employer's business as follows:

Effective Date	Per KM	Annual Limit (Calendar Year)
April 1, 2022	As per Government Rates	First 9000 km
April 1, 2022	As per Government Rates	In excess of 9000 km

Adjustments on mileage shall be reviewed on a monthly basis.

- (ii) Employees shall carry out all required travel on the Employer's business both inside and outside the Regional Headquarters area for which the employee shall be reimbursed at the rate specified in (i) above.
 - (iii) The employer shall notify the designated employee one month prior to termination of this designation.
- (c) Upon receipt of invoice, employees will be reimbursed for the difference between private and Employer required business insurance.
 - (d) For purposes of this Article "Regional Headquarters area" means an area within a radius of twenty (20) kilometres from a designated Regional Office.
 - (e) Only the provisions of 29:02 (b) shall apply to eligible employees with Headquarters outside the designated Regional Headquarters area.

29:03 Travel Time

- (a) For the purpose of this Article "travel time" means travel on the Employer's business authorized by the permanent head, for an employee by land, sea, or air between the employee's headquarters area, as defined by the Collective Agreement and a location outside the headquarters area and between locations outside the employee's headquarters area, to perform duties assigned by the permanent

head and during which the employee is required to travel outside the normal scheduled work period.

- (b) "Travel time" and the method of travel shall require the prior approval of the permanent head.
- (c) When the method of travel is set by the permanent head, compensation for "travel time" shall be paid for the length of time between the employee's departure from any location and arrival at the place of lodging or work, whichever is applicable, at the authorized destination.
- (d) Subject to Clause 29:03 (c) an employee who is required by the permanent head to engage in "travel time" shall be compensated at straight time rates for all "travel time" provided that the maximum amount claimable in any one day does not exceed a regular day's pay.
- (e) Travel time is to be compensated as follows:
 - (i) For travel by air, sea, rail and other forms of public transportation, the time between the scheduled time of departure and the scheduled time of arrival at a destination.
 - (ii) For travel by personal or rental vehicle, the time required to proceed from the employee's place of residence or work place as applicable, directly to destination, and upon return directly back to their residence or work place.

For the purpose of this sub-clause, travel time compensation will be based on one (1) hour for each forty-five (45) miles to be travelled.

- (f) Notwithstanding any provisions of this Clause 29:03, compensation will not be paid:
 - i) for travel in connection with transfers, educational courses, training sessions, conferences, seminars or employment interviews.

ARTICLE 30 – RELOCATION EXPENSES

30:01 Relocation Expenses

An employee who is required by the Employer to relocate from one geographic location to another shall, on the production of a certified statement of expenses, be compensated as follows:

- (a) An employee who sells their private dwelling house, in which they reside immediately prior to being relocated, shall be reimbursed for real estate agency fees up to a maximum of five percent (5%) of the selling price;
- (b) Reimbursement of reasonable and necessary legal fees encumbered upon the employee because of the sale of their house and the purchase of a new dwelling at the place of relocation; and
- (c) Where an employee is required to relocate from one geographic location to another the employee shall be reimbursed for the following expenses:
 - (i) Transportation for the employee and the employee's dependents by the most economical means;
 - (ii) Travel in a privately-owned car at the applicable rate to a maximum amount equivalent to economy air fare for the employee and their dependents;
 - (iii) Crating, packing and unpacking, cartage insurance and transportation of the employee and the employee's dependent's personal effects; and
 - (iv) Hotel accommodations and meals approved in advance by the permanent head for an employee and the employee's dependents for a consecutive period not exceeding two (2) weeks (fourteen (14) days). With respect to claims for meals, an employee may be reimbursed as follows:

- 1) meal allowances on relocation to be identical to those allowed on travel,
 - 2) in the case of an employee with dependents, the maximum amount claimable shall not exceed the amounts specified in (1) above for each of the employee's spouse and dependents.
- (v) Claims for items (i), (ii), (iii), and (iv) of sub-clause 30:01 (c) are to be accompanied by receipts or other satisfactory proof of purchase.

ARTICLE 31 – CLOTHING AND SAFETY EQUIPMENT

31:01 Clothing and Safety Equipment

- (a) Safety hats and other safety equipment such as goggles, aprons, and safety gloves shall be provided free of charge where it is required by the Employer in accordance with safety regulations.
- (b) Permanent and seasonal employees required to wear safety footwear in accordance with Corporation policy will be issued safety footwear once every eighteen (18) cumulative months of service or as deemed necessary by the Employer upon inspection of worn or damaged items, provided they are employed in one of the classifications covered by "Schedule F". Employees in other classifications who are required to wear safety footwear will be issued such footwear, with replacement as deemed necessary by the Employer upon inspection of worn or damaged footwear. Upon request, employees may be issued safety shoes and overshoes instead of safety boots.

31:02 Issuance of Clothing

- (a) Where the Employer requires the wearing of Corporation clothing, employees will be issued clothing free of charge in accordance with "Schedule F".
- (b) Clothing will be issued by the Employer as indicated in Corporation procedures:
 - (i) only at specified intervals; or
 - (ii) at specified intervals with replacement at any time as deemed necessary by the Employer upon inspection of worn or damaged items; or
 - (iii) as deemed necessary by the Employer upon inspection of worn or damaged items.
- (c) If an item is not returned for inspection the employee will be required to pay full replacement cost.

31:03 Clothing and Footwear for Temporary Employees

- (a) Temporary employees appointed for a term exceeding twelve (12) months will be eligible for clothing and safety footwear in accordance with procedures governing issue for permanent employees.
- (b) Temporary employees appointed for a term of less than twelve (12) months are eligible to receive safety footwear on a fifty-fifty cost shared basis.

ARTICLE 32 – CLASSIFICATIONS

32:01 Classifications

Employees shall be notified, in writing, by the Human Resources Department of any changes in the classification of their position.

32:02 Request for Classification Review

When an employee feels that their position has been unfairly or incorrectly classified, the employee may submit a request for review in accordance with the procedures outlined in Schedule “E.”

32:03 Classification Appeal Board

The Classification Appeal Board shall carry out its function in accordance with the Classification Review and Appeal Process set out in Schedule “E.”

32:04 Effective Date of Classification Action

Classification decisions arising out of an employee’s request for review or appeal shall be retroactive to the date the request was first received by the Classification and Organizational Design Division of the Human Resource Secretariat of Government of Newfoundland and Labrador.

32:05 Creation of New Positions

When new positions are created, the following procedures shall apply:

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

ARTICLE 33 – JOB SECURITY

33:01 Contracting Out

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

33:02 Seasonal Employment

- (a) In implementing the annual modernization work plan, the Employer will, where operational and financial requirements render it feasible, make every reasonable effort to carry out modernization projects through the assignment of a qualified and readily available seasonal work crew.
- (b) The Employer shall continue its present practice of advising the Union of the approximate projected employment levels for seasonal workers under the annual modernization work plan.

ARTICLE 34 – GENERAL CONDITIONS

34:01 Bulletin Boards

The Employer shall provide on the premises of the Employer, bulletin boards, for the sole 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. The posting of other notices shall be subject to approval of the Employer.

34:02 Adverse Weather Conditions

- (a) The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by

either the Employer or the appropriate provincial or municipal authority:

- (i) All employees are required to report for duty as scheduled.
- (ii) 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 the employee be required to make up, in any way, for time lost due to not reporting to work.
- (iii) Notwithstanding 34:02 (a) (i) above, the Employer reserves the right to close down or reduce staffing levels in any part of the Corporation in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of 34:02 (a) (ii) above.
- (iv) An employee who worked during the emergency will be paid at the rate of time and one-half (1½) for all hours worked.

34:03 Cash Shortages

The Employer agrees to advise all affected employees of Corporation policy governing cash shortages.

34:04 Advance Notice

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

34:05 Criminal or Legal Liability

The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an employee in the course of their duties, provided that the Employer is satisfied that the

employee performed duties required by the Employer, and/or the employee acted within the scope of their employment.

34:06 Portability

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

1. accumulated sick leave credits;
2. accumulated annual leave entitlements;
3. service for severance pay
4. service for annual leave entitlement purposes.

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

34:07 Union Office

Subject to availability, the Corporation will provide the Union with the use of an office at the Sir Brian Dunfield Building, at no cost. The provisions of such office and its use by the Union is subject to the terms and conditions of the August 1996 Memorandum of Understanding. In the event that the Employer requires such office space for other purposes, one week's notice of discontinuance of this arrangement will be given to the Union. The Union agrees to abide by the security measures and procedures of the Corporation.

ARTICLE 35 – PRESENT CONDITIONS AND BENEFITS

35:01 Present Conditions and Benefits

In the event that any future legislation renders null and void any provision of this Agreement, the remaining provisions shall remain in effect during the term of this Agreement.

ARTICLE 36 – COPIES OF AGREEMENT

36:01 Copies of Agreement

The Employer and the Union will cost-share on a 50-50 percentage basis the printing of sufficient copies of the collective agreement.

ARTICLE 37 – OCCUPATIONAL HEALTH & SAFETY COMMITTEE

37:01* Occupational Health and Safety Committee

Occupational Health and Safety Committees as provided in the current *Occupational Health and Safety Act* shall be established to address matters related to worker health, safety, and welfare.

Furthermore, the mandate of the Occupational Health and Safety Committees shall include environmental issues.

It is agreed that Section 49 of the *Occupational Health and Safety Act* shall apply to this Collective Agreement.

The Employer agrees to respond to health and safety complaints within forty-eight (48) hours.

37:02* Commitment to Health and Safety

(a) The Union agrees that collectively and individually its members shall recognize and abide by the Corporation's safety rules and regulations. The Union further agrees that it will cooperate fully with the Corporation in the enforcement of such rules and regulations.

(b) The Corporation agrees to provide, as far as is reasonably practicable, suitable first aid supplies and other facilities for the protection and health of employees and the Union agrees to cooperate fully with the Corporation in the maintenance of these facilities.

(c)* The Employee Assistance Program (EAP) is offered through the Public Service Commission (PSC) of the Government of

Newfoundland and Labrador. The purpose of this program is to provide employees and their dependents with the opportunity to access professional counselling services.

ARTICLE 38 – PICKET LINE

38:01 Picket Line

Any employee covered by this agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute. Failure to cross such a legal picket line by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

Notwithstanding the foregoing, employees shall be required to report for work at their normal workplace or to perform work at Corporation owned premises or facilities.

ARTICLE 39 – TRADES APPRENTICES

39:01 Employment of Apprentices

Trades apprentices who maintain their standing in their apprenticeship program shall be employed in accordance with the terms of this Agreement, except that Articles 10, 11:13, 14, 15, 16, 22:04, 22:06(i), 22:08, 22:09, 23:02, 23:03, 23:05, 26, 30, 32, and 33 do not apply.

39:02 Opportunity for Employment

Upon successful completion of the Apprenticeship program, ex-apprentices shall be given preference over outside job applicants, for twelve (12) months from the date of termination.

39:03 Crediting of Service

Service by an apprentice shall be credited towards total service if the apprentice is re-employed in a regular position within twelve (12) months of successful completion of the apprenticeship program.

39:04 Probation for Apprentices

In accordance with the Apprenticeship guidelines, Apprentices are subject to a six (6) month probation period.

39:05 Notice Period for Apprentices

(a) Apprentices who successfully complete their Apprenticeship Program or who do not maintain their standing with the Apprenticeship Board shall be terminated and given notice as follows:

Period of Employment	Notice
Less than 3 months	No notice or pay in lieu
3 months or more but less than 2 years	1 week notice or pay in lieu of notice
2 years or more but less than 5 years	2 weeks' notice or pay in lieu of notice

(b) The corporation retains the right to terminate the employment of apprentices for other reasons in accordance with the schedule above.

ARTICLE 40 – DURATION OF AGREEMENT

40:01* Duration of Agreement

This Agreement shall be effective from the date of signing, except as otherwise provided and shall remain in full force and effect until March 31, 2026.

40:02 Notice to Commence Collective Bargaining

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

40:03 Agreement in Effect during Negotiations


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 collective agreement.

40:04 Amendment by Mutual Consent

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

IN WITNESS WHEREOF the people hereto have executed this Agreement on the day and year before written.

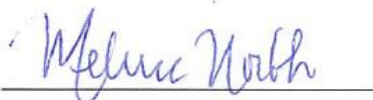
SIGNED on August 1, 2023 on behalf of the Newfoundland and Labrador Housing Corporation in the presence of the witnesses hereto subscribing.




Witness



President of Treasury Board




Witness

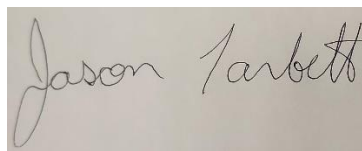


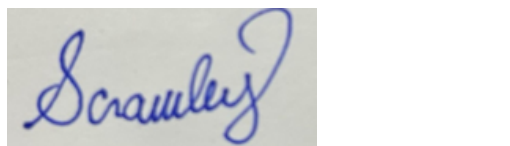
Chief Executive Officer of the Corporation

SIGNED on August 1, 2023 on behalf of Local 1860 of the Canadian Union of Public Employees by the proper officers in the presence of the witnesses hereto subscribing.

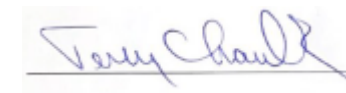


Witness





Witness



SCHEDULE "A"*

Salary and Wage Implementation Formula and Step Progression

Salary Implementation Formula

Effective April 1, 2022 2% + Recognition Bonus

Effective April 1, 2023 2%

Effective April 1, 2024 2%

Effective April 1, 2025 2%

Effective June 1, 2023, each bargaining unit employee will receive a one-time bonus payment of \$2,000 prorated based on regular full-time hours for the hours worked during the previous twelve (12) months. Retroactivity will be applied to wages only.

Red-Circled Employees

- (a) Red-circled employees whose regular salary or hourly wage rate does not exceed the maximum of the new scale for their respective positions 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 or hourly wage rate and the 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 or hourly wage rate exceeds the maximum of the new scale for their respective positions shall receive a cash payment of the percentage increase applicable for their salary or hourly wage rate. This cash payment will be paid bi-weekly for each regular hour worked.

Step Progression

- (1) Employees shall continue to advance one step on their respective scales for each twelve (12) months of service accumulated, effective when the additional twelve (12) months of service was accumulated.

- (2) New employees shall advance one step on their respective scales for each twelve (12) months of service, and thereafter from year to year for each additional twelve (12) months of service accumulated.

Lead Hand Rate

- (1) Lead Hand - to receive one dollar and twenty-five cents (\$1.25) per hour over regular hourly rate, effective April 1, 2008.

Apprentice Rate

The Apprentice rates shall be revised as follows:

- (a) In the first year of employment, after successful completion of pre-apprenticeship training (first year apprentice), 70% of the first step of the Journeyman hourly rate.
- (b) Upon confirmation from the Industrial Training Section, Department of Education, that the apprentice has been granted status as a second year apprentice, 80% of the first step of the Journeyman hourly rate.
- (c) Upon confirmation from the Industrial Training Section, Department of Education, that the apprentice has been granted status as a third year apprentice, 90% of the first step of the Journeyman hourly rate.

PAY GRIDS*

COMMON GRID

Effective April 1, 2022

	STEP 1	STEP 2	STEP 3
CG-08	\$17.42	\$17.98	\$18.55
CG-09	\$17.56	\$18.14	\$18.66
CG-10	\$17.69	\$18.24	\$18.81
CG-11	\$17.79	\$18.39	\$18.97
CG-12	\$17.97	\$18.57	\$19.11
CG-13	\$18.14	\$18.73	\$19.36
CG-14	\$18.32	\$18.94	\$19.58
CG-15	\$18.55	\$19.19	\$19.83
CG-16	\$18.75	\$19.46	\$20.09
CG-17	\$19.06	\$19.79	\$20.50
CG-18	\$19.27	\$20.00	\$20.76
CG-19	\$19.66	\$20.46	\$21.22
CG-20	\$20.03	\$20.88	\$21.74
CG-21	\$20.40	\$21.29	\$22.23
CG-22	\$20.78	\$21.75	\$22.79
CG-23	\$21.21	\$22.24	\$23.30
CG-24	\$21.97	\$23.08	\$24.21
CG-25	\$22.85	\$24.00	\$25.18
CG-26	\$23.59	\$24.87	\$26.11
CG-27	\$24.49	\$25.78	\$27.09
CG-28	\$25.36	\$26.71	\$28.09
CG-29	\$26.02	\$27.43	\$28.90
CG-30	\$26.72	\$28.22	\$29.68
CG-31	\$27.74	\$29.24	\$30.82
CG-32	\$28.63	\$30.22	\$31.82
CG-33	\$29.56	\$31.19	\$32.88
CG-34	\$30.55	\$32.27	\$34.03

CG-35	\$31.66	\$33.51	\$35.32
CG-36	\$32.88	\$34.79	\$36.70
CG-37	\$34.05	\$36.05	\$38.04
CG-38	\$35.29	\$37.32	\$39.37
CG-39	\$36.47	\$38.62	\$40.81
CG-40	\$37.65	\$39.91	\$42.12
CG-41	\$38.55	\$42.00	\$45.46
CG-42	\$39.55	\$43.05	\$46.60
CG-43	\$41.03	\$44.70	\$48.39
CG-44	\$42.51	\$46.37	\$50.16
CG-45	\$44.01	\$48.04	\$51.98
CG-46	\$45.91	\$50.09	\$54.25

Effective April 1, 2023

	STEP 1	STEP 2	STEP 3
CG-08	\$17.77	\$18.34	\$18.92
CG-09	\$17.91	\$18.50	\$19.03
CG-10	\$18.04	\$18.60	\$19.19
CG-11	\$18.15	\$18.76	\$19.35
CG-12	\$18.33	\$18.94	\$19.49
CG-13	\$18.50	\$19.10	\$19.75
CG-14	\$18.69	\$19.32	\$19.97
CG-15	\$18.92	\$19.57	\$20.23
CG-16	\$19.13	\$19.85	\$20.49
CG-17	\$19.44	\$20.19	\$20.91
CG-18	\$19.66	\$20.40	\$21.18
CG-19	\$20.05	\$20.87	\$21.64
CG-20	\$20.43	\$21.30	\$22.17
CG-21	\$20.81	\$21.72	\$22.67
CG-22	\$21.20	\$22.19	\$23.25
CG-23	\$21.63	\$22.68	\$23.77
CG-24	\$22.41	\$23.54	\$24.69

CG-25	\$23.31	\$24.48	\$25.68
CG-26	\$24.06	\$25.37	\$26.63
CG-27	\$24.98	\$26.30	\$27.63
CG-28	\$25.87	\$27.24	\$28.65
CG-29	\$26.54	\$27.98	\$29.48
CG-30	\$27.25	\$28.78	\$30.27
CG-31	\$28.29	\$29.82	\$31.44
CG-32	\$29.20	\$30.82	\$32.46
CG-33	\$30.15	\$31.81	\$33.54
CG-34	\$31.16	\$32.92	\$34.71
CG-35	\$32.29	\$34.18	\$36.03
CG-36	\$33.54	\$35.49	\$37.43
CG-37	\$34.73	\$36.77	\$38.80
CG-38	\$36.00	\$38.07	\$40.16
CG-39	\$37.20	\$39.39	\$41.63
CG-40	\$38.40	\$40.71	\$42.96
CG-41	\$39.32	\$42.84	\$46.37
CG-42	\$40.34	\$43.91	\$47.53
CG-43	\$41.85	\$45.59	\$49.36
CG-44	\$43.36	\$47.30	\$51.16
CG-45	\$44.89	\$49.00	\$53.02
CG-46	\$46.83	\$51.09	\$55.34

Effective April 1, 2024

	STEP 1	STEP 2	STEP 3
CG-08	\$18.13	\$18.71	\$19.30
CG-09	\$18.27	\$18.87	\$19.41
CG-10	\$18.40	\$18.97	\$19.57
CG-11	\$18.51	\$19.14	\$19.74
CG-12	\$18.70	\$19.32	\$19.88
CG-13	\$18.87	\$19.48	\$20.15
CG-14	\$19.06	\$19.71	\$20.37

CG-15	\$19.30	\$19.96	\$20.63
CG-16	\$19.51	\$20.25	\$20.90
CG-17	\$19.83	\$20.59	\$21.33
CG-18	\$20.05	\$20.81	\$21.60
CG-19	\$20.45	\$21.29	\$22.07
CG-20	\$20.84	\$21.73	\$22.61
CG-21	\$21.23	\$22.15	\$23.12
CG-22	\$21.62	\$22.63	\$23.72
CG-23	\$22.06	\$23.13	\$24.25
CG-24	\$22.86	\$24.01	\$25.18
CG-25	\$23.78	\$24.97	\$26.19
CG-26	\$24.54	\$25.88	\$27.16
CG-27	\$25.48	\$26.83	\$28.18
CG-28	\$26.39	\$27.78	\$29.22
CG-29	\$27.07	\$28.54	\$30.07
CG-30	\$27.80	\$29.36	\$30.88
CG-31	\$28.86	\$30.42	\$32.07
CG-32	\$29.78	\$31.44	\$33.11
CG-33	\$30.75	\$32.45	\$34.21
CG-34	\$31.78	\$33.58	\$35.40
CG-35	\$32.94	\$34.86	\$36.75
CG-36	\$34.21	\$36.20	\$38.18
CG-37	\$35.42	\$37.51	\$39.58
CG-38	\$36.72	\$38.83	\$40.96
CG-39	\$37.94	\$40.18	\$42.46
CG-40	\$39.17	\$41.52	\$43.82
CG-41	\$40.11	\$43.70	\$47.30
CG-42	\$41.15	\$44.79	\$48.48
CG-43	\$42.69	\$46.50	\$50.35
CG-44	\$44.23	\$48.25	\$52.18
CG-45	\$45.79	\$49.98	\$54.08
CG-46	\$47.77	\$52.11	\$56.45

Effective April 1, 2025

	STEP 1	STEP 2	STEP 3
CG-08	\$18.49	\$19.08	\$19.69
CG-09	\$18.64	\$19.25	\$19.80
CG-10	\$18.77	\$19.35	\$19.96
CG-11	\$18.88	\$19.52	\$20.13
CG-12	\$19.07	\$19.71	\$20.28
CG-13	\$19.25	\$19.87	\$20.55
CG-14	\$19.44	\$20.10	\$20.78
CG-15	\$19.69	\$20.36	\$21.04
CG-16	\$19.90	\$20.66	\$21.32
CG-17	\$20.23	\$21.00	\$21.76
CG-18	\$20.45	\$21.23	\$22.03
CG-19	\$20.86	\$21.72	\$22.51
CG-20	\$21.26	\$22.16	\$23.06
CG-21	\$21.65	\$22.59	\$23.58
CG-22	\$22.05	\$23.08	\$24.19
CG-23	\$22.50	\$23.59	\$24.74
CG-24	\$23.32	\$24.49	\$25.68
CG-25	\$24.26	\$25.47	\$26.71
CG-26	\$25.03	\$26.40	\$27.70
CG-27	\$25.99	\$27.37	\$28.74
CG-28	\$26.92	\$28.34	\$29.80
CG-29	\$27.61	\$29.11	\$30.67
CG-30	\$28.36	\$29.95	\$31.50
CG-31	\$29.44	\$31.03	\$32.71
CG-32	\$30.38	\$32.07	\$33.77
CG-33	\$31.37	\$33.10	\$34.89
CG-34	\$32.42	\$34.25	\$36.11
CG-35	\$33.60	\$35.56	\$37.49
CG-36	\$34.89	\$36.92	\$38.94

CG-37	\$36.13	\$38.26	\$40.37
CG-38	\$37.45	\$39.61	\$41.78
CG-39	\$38.70	\$40.98	\$43.31
CG-40	\$39.95	\$42.35	\$44.70
CG-41	\$40.91	\$44.57	\$48.25
CG-42	\$41.97	\$45.69	\$49.45
CG-43	\$43.54	\$47.43	\$51.36
CG-44	\$45.11	\$49.22	\$53.22
CG-45	\$46.71	\$50.98	\$55.16
CG-46	\$48.73	\$53.15	\$57.58

SCHEDULE "B"

(35 Hours per Week Classifications)

Working Title	Classification	Spec #	Pay Range #
Accountant I	Accountant I	B001	CG 29
Accounting Clerk II	Accounting Clerk II	B007	CG 26
Administrative Officer IA	Administrative Officer IA	B009	CG 28
Affordable Housing Officer	Administrative Officer I	B008	CG 27
Application Support Specialist	Computer Support Specialist	B079	CG 29
Clerk A	Clerk Typist III	B070	CG 26
Clerk B	Clerk III	B055	CG 24
Collections Officer	Social Assistance Worker	B230	CG 29
Computer Support Specialist	Computer Support Specialist	B079	CG 29
Computer Support Technician	Computer Support Technician	B080	CG-27
Draughting Technician II	Draughting Technician II	D024	CG 27
Energy Program Officer	Clerk IV (non-supervisory)	B058	CG 27
Engineering Technician II	Engineering Technician II	D039	CG 30
Engineering Technician IIA	Engineering Technician IIA	D040	CG 31
Engineering Technician IIC	Engineering Technician IIC	D042	CG 33
Family Support Worker	Social Worker I	H269	CG 39
Financial Officer	Financial Officer	B117	CG 34
Housing Inspector	Engineering Technician I	D037	CG 28
Housing Officer	Social Assistance Worker/ Social Assistance Worker A	B230/B275	CG 29/CG 30
Housing Services Officer	Departmental Program Coordinator (non-supervisory)	B093	CG 29
IT Support Specialist	Computer Support Specialist	B093	CG 29
Programmer/Analyst	Computer Programmer II	B077	CG 29
Social Worker I	Social Worker I	H269	CG 39

SCHEDULE "C"

(40 Hours per Week Classification)

Working Title	Classification	Spec #	Pay Range #
Carpenter A	Trades Worker II (Supervisory Carpenter)	J043	CG 29
Carpenter B	Trades Worker I (General Maintenance)	J036	CG 24
Crew Leader	Custodial Supervisor	L014	CG 23
Custodial Worker	Custodial Worker	L015	CG 19
Customer Service Representative	Clerk Typist III	B070	CG 26
Electrician	Trades Worker II (Electrician-Plumber- Building Mechanical)	J042	CG 29
Environmental Abatement Worker	Trades Worker I (General Maintenance)	J036	CG 24
Inventory Control Officer	Buyer I	B036	CG 26
Labourer II	Labourer II	L060	CG19
Maintenance Inspector	Clerk IV (Non-supervisory)	B058	CG 27
Maintenance Repairer	Maintenance Repairer	L079	CG 22
Maintenance Repairperson	Trades Worker I (General Maintenance)	J036	CG 24
Maintenance Repairperson B	Trades Worker IB	J038	CG 26
Maintenance Scheduler	Clerk III	B055	CG 24
Oil Heat System Technician	Trades Worker II (Electrician-Plumber- Building Mechanical)	J042	CG 29
Painter/Plasterer	Painter/Plasterer	J034	CG 26
Plumber	Trades Worker II (Electrician-Plumber- Building Mechanical)	J042	CG 29
Roofing Repairperson	Trades Worker I (General Maintenance)	J036	CG 24
Storekeeper I	Storekeeper I	B246	CG 24
Trades Worker II	Trades Worker II (Electrician-Plumber- Building Mechanical)	J042	CG 29

SCHEDULE "D1"

Special Groups Excluded from the Bargaining Unit

Chairperson & Chief Executive Officer

Executive Directors

Executive Assistant to the Chairman & CEO

Directors

Regional Directors

Managers

Assistant Managers

Regional Supervisors

Field Supervisors

Coordinators (Policy, Housing & Homelessness)

Officers (Human Resources)

Senior Policy Analysts

Policy Analyst

Administrative Assistant (Policy, Research & Monitoring)

Collections Supervisor

Business Systems Analysts

LAN Administrators

Contractual employees, students, and employees covered by Order of Certification issued to Union Local 1615 of the International Brotherhood of Electrical Workers on the 21st day of August 1974.

SCHEDULE "D2"

Special Groups Excluded from the Bargaining Unit

Clerk A (Human Resources Department)

Policies & Procedures Coordinator

SCHEDULE "E"*

The Classification 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 consider 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 coordination 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 On His Majesty's Service (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"

Clothing Eligibility & Replacement Schedule for Permanent Employees

CLASSIFICATIONS	RUBBER BOOTS	RAINCOAT/ RAINSUIT	PANTS	SHIRTS	BIB OVERALLS/ COVERALLS/ SMOCK COAT	SUMMER JACKET	WINTER JACKET
Appliance Repairperson							
Cement Finisher							
Carpenter A/B							
Electrician							
Environmental Abatement Worker							
Plumbing & Heating Repairperson Plumber	1 Pair	1 Rainsuit	3 Pants	3 Shirts	2 Coveralls	1 Summer Jacket	1 Winter Jacket
Maintenance Helper Labourer II							
Maintenance Repairperson							
Roofing Repairperson							
Maintenance Worker							
Driver/Delivery Person							
Grounds Crew Leader	1 Pair	1 Rainsuit	3 Pants	3 Shirts	1 Coveralls	1 Summer Jacket	1 Winter Jacket
Labourer							
Building Custodian							
Custodial Workers	1 Pair	1 Rainsuit	2 Pants	3 Shirts	1 Coveralls	1 Summer Jacket	1 Winter Jacket
Maintenance Repairer							

Storekeeper I	N/A	1 Rainsuit	2 Pants	3 Shirts	1 Smock Coat	1 Summer Jacket	1 Winter Jacket
Watchperson Security Person	1 Pair	1 Rainsuit	2 Pants	3 Shirts	N/A	1 Summer Jacket	1 Winter Jacket
CLASSIFICATIONS	RUBBER BOOTS	RAINCOAT/ RAINSUIT	PANTS	SHIRTS	BIB OVERALLS/ COVERALLS/ SMOCK COAT	SUMMER JACKET	WINTER JACKET
Messenger	N/A	N/A	2 Pants	2 Shirts	N/A	1 Summer Jacket	1 Winter Jacket
Painter/Plasterer Painter A/B	N/A	N/A	2 Pants	3 White Shirts	2 Bib Overalls	1 Summer Jacket	1 Winter Jacket
Housing Maintenance Technician Construction Inspector/ Engineering Technician	1 Pair	1 Rainsuit	2 Pants	3 Shirts	1 Coveralls	1 Summer Jacket	1 Winter Jacket
Draftsperson	N/A	N/A	N/A	N/A	N/A	1 Summer Jacket	1 Winter Jacket

I. Replacement - All Classifications Except Construction Inspectors	ii) 5 year interval	ii) 5 year interval	ii) Annually	ii) Annually	iii) No set interval	ii) 3 year interval	ii) 3 year interval
II. Replacement - Construction Inspectors	ii) 5 year interval	ii) 5 year interval	iii) No set interval	iii) No set interval	iii) No set interval	iii) No set interval	iii) No set interval

Where in the opinion of the employer the nature of work warrants, seasonal employees and employees in classifications other than those listed above may be issued rainwear, rubber boots and/or coveralls. Replacement of these clothing items will be according to I. above

NOTE:

Clothing will be issued as indicated above subject to the following:

-
- (i) Only at specified intervals.
 - (ii) At specified intervals with replacement at any time as deemed necessary by the Employer upon inspection of worn or damaged items; or
 - (iii) As deemed necessary by the Employer upon inspection of worn or damaged items

SCHEDULE "G"

Number of Weeks of Pay in Lieu of Notice

AGE (YEARS)						
SERVICE	< 35	35 - 39	40 - 44	45 - 49	50 - 54	> 54
< 6 Months	2	4	6	8	10	12
> 6 Months - < 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 “H”*

Agreements (NAPE)

Air Services

College of the North Atlantic Faculty

College of the North Atlantic Support Staff

General Service

Group Homes

Health Professionals

Health Service Staff

Lab and X-Ray

Maintenance and Operational Services

Marine Service Workers

Newfoundland Liquor Corporation

Workplace Health, Safety and Compensation Commission

Ushers

Agreements (CUPE)

Government House

Group Homes and Transition Houses

Hospital Support Staff

Newfoundland and Labrador Housing Corporation

Provincial Information & Library Resources Board

SCHEDULE "I"



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."

	LABRADOR ALLOWANCE		
	DATE	SINGLE	DEPENDENT
GROUP 1	10-Feb-20	2939	5878
	1-Apr-20	2979	5918
	1-Apr-21	3019	5958
GROUP 2	10-Feb-20	3402	6793
	1-Apr-20	3442	6833
	1-Apr-21	3482	6873
GROUP 3	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 15th at the rate in effect on April 15th of the year in which the allowance is to be paid.

	TRAVEL ALLOWANCE		
	DATE	EMPLOYEE	DEPENDENT
GROUP 1	10-Feb-20	911	702
	1-Apr-20	950	702
GROUP 2	10-Feb-20	962	754
	1-Apr-20	1001	754
GROUP 3	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 15th 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 31st 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,



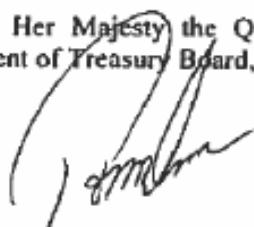
Lisa Curran
Chief Negotiator
Collective Bargaining Division

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

Bruce Hollett

SIGNED on behalf of Labrador-Grenfell Regional Health Authority

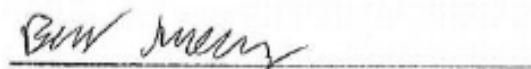


Witness

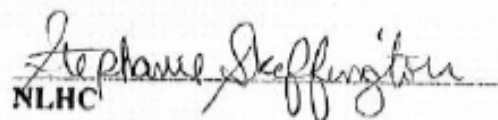


Labrador-Grenfell RHA

SIGNED on behalf of the Newfoundland and Labrador Housing Corporation

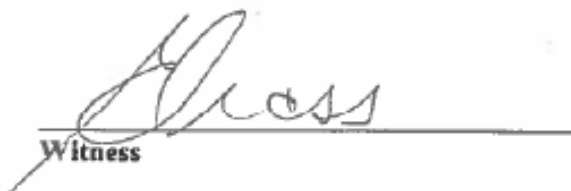


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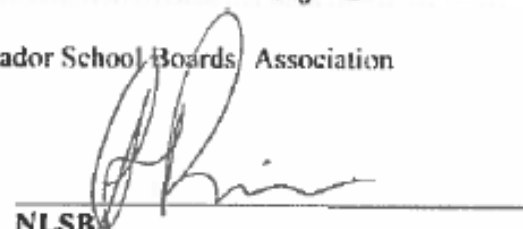


NLHC

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

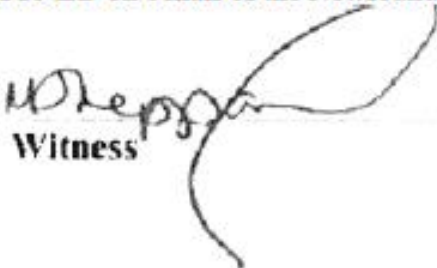

CUPE

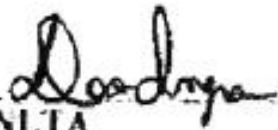
SIGNED on behalf of the Registered Nurses' Union Newfoundland and Labrador


Witness


RNUNL

SIGNED on behalf of the Newfoundland and Labrador Teachers' Association


Witness


NLTA

SIGNED on behalf of the Royal Newfoundland Constabulary Association




Witness



RNCA

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



Witness



NAPE

LETTERS

Annual Leave Carried Forward

1986 05 06

Mr. Lawrence Currie
National Representative-CUPE
20 Hallet Crescent, 2nd Floor
Gemini Building
St. John's, NF
A1B 4C5

Dear Mr. Currie:

Pursuant to Article 20, Clause 20.04, where an employee whose annual leave is approved but later cancelled by the Employer because of operational requirements, such annual leave shall be re-scheduled within thirty (30) days whereby the employee will be able to take such leave before fiscal year end. Only in extenuating circumstances will the Employer cause such approved annual leave to be cancelled. If earlier approved leave cannot be taken after every reasonable attempt through mutual agreement, the employee will be permitted to carry the cancelled leave forward to the next fiscal year in accordance with 20.08.

Yours truly,



Richard L. Loder
Director of Administration
and Industrial Relations

Hours of Work

1986 05 06

Mr. Lawrence Currie
National Representative-CUPE
20 Hallet Crescent, 2nd Floor
Gemini Building
St. John's, NF
A1B 4C5

Dear Mr. Currie:

Where the exigencies of the Corporation permit hourly paid employees will be treated in the same manner as salaried employees with respect to summer hours.

Yours truly,



Richard L. Loder
Director of Administration
and Industrial Relations

Lead Hand Assignments



Newfoundland
and Labrador
Housing
Corporation

Mr. Keith Patrick
President
CUPE, Local 1860

Dear Mr. Patrick:

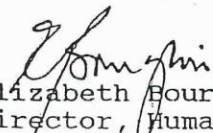
RE: Lead Hand Assignments

This will confirm the agreement of the parties to the establishment, in each Region, of an eligibility list of maintenance employees wishing to be considered for lead hand assignments within their respective classifications.

The Employer will post a notice, after the signing of this collective agreement, inviting applications from maintenance employees, who are interested in such assignments and will select those whose names will be included on the eligibility list based on an assessment of qualifications and abilities which relate to assuming a leadership role on a work crew (particularly initiative and skills in co-ordinating work and communicating instructions to co-workers). The notice inviting applications will be posted annually at a time to be determined in consultation with the Union.

Lead hand assignments will be made from the relevant classification on the eligibility list based on qualifications and abilities required for the work assignment. Where qualifications and abilities required for the specific assignment are equal between eligible employees, seniority shall prevail.

Yours truly,


Elizabeth Bourgeois
Director, Human Resources

EB/jw

Licensing/Professional Fees



Newfoundland
and Labrador
Housing
Corporation

1990 07 13

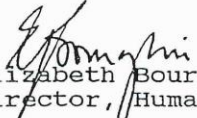
Mr. Keith Patrick
President
CUPE, Local 1860

Dear Mr. Patrick:

Re: Licensing/Professional Fees

Where the Employer currently pays licensing or professional fees for any current bargaining unit employee, such practice shall continue for the life of this agreement.

Yours truly,


Elizabeth Bourgeois
Director, Human Resources

EB/jw

Travel Time Labrador



Newfoundland
and Labrador
Housing
Corporation

Box 110, St. John's, NL A1B 1X1

LETTER OF UNDERSTANDING

1990 07 13

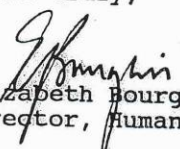
Mr. Keith Patrick
President
CUPE, Local 1860

Dear Mr. Patrick:

Re: Travel Time - Labrador

Present Corporation practice with respect to travel time administration as relates to Labrador travel will continue for the life of this agreement.

Yours truly,


Elizabeth Bourgeois
Director, Human Resources

EB/jw

Grounds Maintenance Students



Newfoundland
and Labrador
Housing
Corporation

1990 04 11

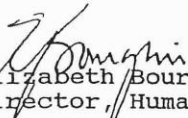
Mr. Keith Patrick
President
CUPE, Local 1860

Dear Mr. Patrick:

Re: Grounds Maintenance Students

The Employer agrees not to employ students in grounds maintenance work until all seasonal employees in the region affected have been recalled or have had the opportunity to exercise their bumping rights.

Yours truly,


Elizabeth Bourgeois
Director, Human Resources

EB/jw

MEMORANDUM OF UNDERSTANDING

Job Security

1. The Employer will endeavour, during the life of the agreement, to effect any reductions in permanent staffing through attrition, including retirements, resignations and voluntary workforce adjustment initiatives.
2. Subject to the provisions of 32.02-Seasonal Employment, and the ready availability of qualified work crews from the present seasonal seniority list, as well as employees not recalled in another region who may wish to commute or relocate at their own expense, the Employer will endeavour, where feasible, to enhance the employment term of NLHC seasonal employees by:
 - < scheduling planned priority M&I projects, which solely involve interior modernization work or which have a significant component of interior work, to be undertaken when weather impacts on the performance of exterior M&I work; and
 - < giving first consideration, where additional funds and priority work are identified late in the year, to assigning such supplemental M&I projects to available NLHC seasonal employees.

The Employer and the union acknowledge that the key criterion underlying the annual M&I program is maintaining NLHC housing stock in good repair, to preserve it for the future. The Union acknowledges and agrees that the Employer has the exclusive right, subject to the other terms and conditions of this collective agreement, to plan, prioritize and schedule projects to be undertaken in the annual M&I program and to revise the program as deemed necessary.

April 2001

MEMORANDUM OF UNDERSTANDING

Income Averaging Program

Willing to offer Government's Deferred Salary Leave Plan; MOU to follow regarding Development of new policy for inclusion in Corporate Policy and Procedures Manual.

April 2001

MEMORANDUM OF UNDERSTANDING

Solidarity Fund

In the event that any or all members of CUPE, Local 1860 elect to contribute to the CUPE Solidarity Fund, the Employer shall deduct the appropriate amount from the employee's pay cheque and remit the deductions to the Fund Administrator bi-weekly.

May 1998

MEMORANDUM OF UNDERSTANDING

14:01(a) Seniority Defined (seasonal employees)

AGREED TO AMEND/REVISE SENIORITY CALCULATION FOR SEASONAL EMPLOYEES ON THE FOLLOWING BASIS:

- < periods of layoff occurring after November 1, 1992, shall be counted for accumulation of seniority.
- < amendments to the seasonal seniority list resulting from this agreed change shall not be used to change any layoff, recall, bumping, or job competition decision made since November 1, 1992, wherein seniority was a factor.

May 1998

MEMORANDUM OF UNDERSTANDING – 2004

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 1st 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 Canadian Union of Public Employees, The Newfoundland and Labrador Association of Public and Private 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 His Majesty the King in Right of Newfoundland (represented by 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
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

Seniority

MEMORANDUM OF UNDERSTANDING

Article 14 - Seniority

The union and employer agreed that effective May 26, 1995, the method of computing seniority for permanent employees shall be amended in the following manner:

- (1) Subject to Clause 14:04, permanent employees shall continue to accumulate seniority for periods of lay-off occurring after November 1, 1992.
- (2) The employer shall amend and post the seniority list for permanent employees in accordance with (1) above within sixty (60) calendar days of signing this agreement. This amended list will indicate the number of years, months, days for each employee.
- (3) Employees who avail of the Employee Options Program, who work more than 50% of their regular hours of work, will continue to accumulate seniority as if they were full time employees.

The parties further agree that the modifications to the seniority list shall not be used to change any lay-off, recall, bumping or competition decision made since November 1, 1992, wherein seniority was a factor.

Jeanne Clarke
Jeanne Clarke
President, CUPE, Local 1860

Date: June 7/95

Jackie Linstrom
Witness

Date: June 7, 1995

Mary Marshall
Mary Marshall
Vice President, Human Resources
& Information Systems

Date: June 7, 95

Ernest Kenby
Witness

Date: June 7, 1995

MEMORANDUM OF UNDERSTANDING

Public Private Partnership (P3) Job Security

Notwithstanding any article or provision of the Collective Agreement, and for the duration of the collective agreement, where the Government of Newfoundland 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 the Canadian Union of Public Employees (CUPE) 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.

Notwithstanding the above, should the new proposed (P3) Long-Term Care facility in Corner Brook become operational prior to the expiry date of this collective agreement, the Employer recognizes the Canadian Union of Public Employees (CUPE) 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.

November 2018

LETTER OF UNDERSTANDING

Market Adjustment

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

May 2008

LETTER OF UNDERSTANDING

January 9th, 2019

Mr. Ed White
Suite 102, 15 International Place
St. John's, NL
A1A 0L4

Dear Mr. White,

Re: Bumping

This will confirm the parties understanding that, where a classification has been changed into sub-classifications as a result of the implementation of the Job Evaluation System (JES), for the purpose of Recall and Bumping, the sub-classification will be considered the same classification.

Notwithstanding Article 16, for the purpose of this Letter of Understanding, "sub-classification" is defined as a classification which has an alpha extension and may be assigned a different pay level. For example, Engineering Technician classifications are considered an alpha extension and an employee can bump from one sub classification to another even where the other sub classification is assigned a higher rate of pay. Employees may not, however, bump into a higher classification.

Bumping and recall under this Letter of Understanding shall be applied to employees who have obtained the position through an Employer approved process and are deemed qualified and able by the Employer.

Sincerely,



Elizabeth Lane
Assistant Deputy Minister (Labour Relations)
Executive Council-Human Resources Secretariat

LETTER OF UNDERSTANDING

January 9th, 2019

Mr. Ed White
Suite 102, 15 International Place
St. John's, NL
A1A 0L4

Dear Mr. White,

Re: JES Appeal Procedure

The JES Appeal Procedure currently being developed will form part of the CUPE Collective Agreements but will not be subject to the grievance/arbitration provisions of the collective agreements.

The JES Appeal Procedure will form part of the Collective Agreement.

Sincerely,



Elizabeth Lane
Assistant Deputy Minister (Labour Relations)
Executive Council-Human Resources Secretariat

LETTER OF UNDERSTANDING

January 9th, 2019

Mr. Ed White
Suite 102, 15 International Place
St. John's, NL
A1A 0L4

Dear Mr. White,

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 CUPE 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 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 CUPE collective agreements:

CUPE Government House
CUPE Group Homes/Transition Houses
CUPE HS
CUPE Newfoundland & Labrador Housing Corporation
CUPE Provincial Information and Library Resources Board
CUPE Master Collective Agreement (English School District)
CUPE English School District

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. New 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 4 above shall be required to pay premiums in accordance with clause 9(b) above.
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.

Sincerely,



Lisa Curran
Assistant Deputy Minister (Labour Relations)
Executive Council-Treasury Board Secretariat

LETTER OF UNDERSTANDING*

Tracy Pinder
Atlantic Regional Director
St. John's Area Office
Suite 102, 15 International Place
St. John's, NL A1A 0L4

Dear Ms. Pinder,

Other Post-Employment Benefits

The Employer has identified challenges with respect to the funding of Other Post-Employment Benefits (OPEBs) and the potential sustainability of the Group Insurance Plan. CUPE 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 discuss possible solutions to these challenges.

August 1, 2023

LETTER OF UNDERSTANDING*

Tracy Pinder
Atlantic Regional Director
St. John's Area Office
Suite 102, 15 International Place
St. John's, NL A1A 0L4

Dear Ms. Pinder,

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 the maximum of their regular bi-weekly hours. 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.

August 1, 2023

LETTER OF UNDERSTANDING*

Tracy Pinder
Atlantic Regional Director
St. John's Area Office
Suite 102, 15 International Place
St. John's, NL A1A 0L4

Dear Ms. Pinder,

Workplace Violence

The Parties recognized the following as it relates to Workplace Violence:

- a. The Employer and the Union recognize the right of employees to work in an environment free from workplace violence. The parties shall undertake to expediently investigate alleged occurrences. If workplace violence against a bargaining unit member has taken place, the Employer shall take appropriate and reasonable action to address instances of workplace violence.

- b. We further agree that within six (6) months of signing of the agreement, the Employer(s) and the Union agree to establish a committee comprised of an equal number of representatives to discuss workplace violence, including but not limited to legislative requirements, violence risk assessment plans, workplace violence prevention plans and appropriate employee/employer training.

August 1, 2023

LETTER OF UNDERSTANDING*

Tracy Pinder
Atlantic Regional Director
St. John's Area Office
Suite 102, 15 International Place
St. John's, NL A1A 0L4

Dear Ms. Pinder,

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 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 in the calendar year before the new designations take effect, subject to operational requirements and availability of replacement staff. Requests will not 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, including work from home arrangements, to the employee on that day.
- (d) Where the Employer has determined it is unable to provide meaningful work on that day, the Employer, the employee, and a representative of the Union will meet as soon as possible to discuss alternate work arrangements. If no resolution is still possible, the employee may access banked overtime and other like paid banks, or in a last resort, vacation leave to cover the missed day of work.

August 1, 2023

LETTER OF UNDERSTANDING*

Tracy Pinder
Atlantic Regional Director
St. John's Area Office
Suite 102, 15 International Place
St. John's, NL A1A 0L4

Dear Ms. Pinder,

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 their respective Employers represented by CUPE.

Within six (6) months of signing of the Collective Agreement, the Government and/or Employer(s) will complete a review of current e-work arrangements 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, employee health and safety (including ergonomics), 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.

August 1, 2023

APPENDIX "A"

