



**PROVINCIAL INFORMATION AND
LIBRARY RESOURCES BOARD
COLLECTIVE AGREEMENT**

BETWEEN

**THE PROVINCIAL INFORMATION AND
LIBRARY RESOURCES BOARD,**

of the one part

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
and its Local 2329**

of the other part

Signed: August 1, 2023

Expires: March 31, 2026

THIS AGREEMENT made this 1st day of August, Anno Domino Two Thousand and Three.

Between: *The Provincial Information and Library Resources Board* a corporation created by Section 3 of the Public Libraries Act, RSN 1990, Chapter P-40 as amended

of the one part;

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, and its local 2329

of the other part

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

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ARTICLE 1
PREAMBLE

- 1.01 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 the Union;
 - (2) to recognize the mutual value of joint discussions and negotiations on certain matters pertaining to working conditions, employment, service, 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 It is now desirable that methods of bargaining and certain matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2
DEFINITIONS

- *2.01 For the purpose of this Agreement, and unless otherwise specified herein:
- *(a) "casual employee" means a person who is employed on an occasional or intermittent basis, this includes substitute Library Assistants and Library Technicians.
 - (b) "day" means a workday unless otherwise specified in the Agreement.
 - (c) "employee" means a person employed in a position which falls within the bargaining unit.
 - (d) "Employer" or "Board" means the Provincial Information and Library Resources Board or any official authorized to act on its behalf.
 - (e) "month of service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days unless otherwise specified in this Agreement.
 - (f) "part-time employee" means a person who is regularly employed to work less than the full number of working hours in each working day or less than the full number of working days in each week.
 - (g) "probationary employee" means a person who is serving a probationary period.

- (h) “probationary period” means a period of six (6) months from the date of employment except for employees who are required to undertake training on employment, whose probationary period shall commence immediately following such training. The probationary period for part-time and temporary employees shall be equivalent to that of a full-time employee either in working hours or days, whichever is appropriate. If an employee has not completed one hundred and thirty (130) days of work during this period, their probationary period may be extended until they actually complete one hundred and thirty (130) days of work.

A temporary employee shall be allowed to accumulate periods of employment in order to complete their probationary period, provided that when a temporary employee is successful in obtaining a different position on a permanent basis, the trial period under Clause 14.04 will apply.

- (i) “service” means any period of continuous employment, excluding overtime, dating from the last entry into employment with the Employer 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.
- (j) “Temporary Employee” means a person who is employed for a specific period of time on a full-time or part-time basis for the purpose of performing certain specified work and whose employment may be terminated at the end of such period or on the completion of such work.
- (k) “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.
- (l) “classification” means the identification of a position by reference to a class, title and pay range number.
- (m) “Permanent Employee” means a person who has completed the probationary period and is employed on a full-time or part-time basis without reference to any specified date of termination of service.

ARTICLE 3 **MANAGEMENT RIGHTS**

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

Notwithstanding the above, prior to the adoption of new policies which may impact the work of the bargaining unit by the Library Board, the Employer will make every reasonable effort to forward the same to the Union.

3.02 Employer shall not Discriminate

The Employer agrees that there shall be no discrimination exercised or practised 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 based on the prohibited grounds of discrimination as set out in the *Human Rights Act*, 2010 as may be amended from time to time, nor by reason of their membership or activity in the Union.

3.03 Sexual Harassment

- (a) Both the Employer and the Union consider sexual harassment to be reprehensible and are committed to maintaining an environment in which sexual harassment does not exist.
- (b) The Employer and the Union recognize the right of Employees to work in an environment free from sexual harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment of a bargaining unit member has taken place, the Employer shall take appropriate action within the limits of its authority to ensure that the sexual harassment ceases. The victim shall be protected from repercussions which may result from their complaint.
- (c) In cases of harassment that have not been settled to the satisfaction of the complainant, the matter may be referred to the Human Rights Commission for settlement or by other means that are mutually acceptable to the parties. Schedule "E" outlines the sections of the *Human Rights Act* referred to in this Clause.
- (d) For the purpose of this Article, sexual harassment shall be defined as follows:
Harassment of a sexual nature is unsolicited, one sided and/or coercive behaviour which is comprised of sexual comments, gestures or physical contact that the individual knows, or ought reasonably 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.

3.04 Personal Harassment

The Employer and the Union agree that all employees are entitled to pursue their duties in a work environment free from personal harassment.

ARTICLE 4 **RECOGNITION AND NEGOTIATION**

- *4.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2329 as the sole and exclusive bargaining agent for all classes of employees listed in Schedule 'A-3' of this Agreement, but excluding from such special groups listed in Schedule 'C'.

*4.02 Work of the Bargaining Unit

- (a) The Union and the Employer recognize the value of volunteer work within the community. Persons whose jobs, paid or unpaid, are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting, emergencies or when regular employees are not available and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employee.
- * (b) Excluded employees listed in Schedule "C" with specialist library training and subject matter expertise may deliver supplementary library programming to members of the public, provided that performing this programming does not reduce the hours of work or pay for any employee within the bargaining unit.
- (c) Subject to the approval of the Union, the Employer may use volunteers provided that the work performed does not duplicate any work of the bargaining unit. The Union agrees to examine each volunteer project on its own merits. Permission for such projects shall not unreasonably be denied.

4.03 New Positions

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

- *4.04 (a) Permanent part-time employees are entitled to wages and benefits specified in this Agreement on a pro-rata basis according to their hours of work.
- * (b) Part-time temporary and casual employees are entitled to nine (9 %) of their basic salary in lieu of the following benefits: 16.02 (Days Off), 16.04 (Change of Work Schedule), 17.04 (Callback), 18 (Holidays), 19 (Vacations), 20 (Sick Leave), 21.05 (Leave of Absence), 21.07 (Leave for Union Functions).

*4.05 Copies of Collective Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, each shall pay 50% of the cost of printing sufficient copies of the Agreement.

ARTICLE 5
UNION MEMBERSHIP REQUIREMENT

- 5.01 All employees of the Employer who, on the date of signing of this collective agreement, are members of the union, shall remain members of the Union, provided they continue to occupy a bargaining unit position.

- 5.02 All employees of the Employer who, on the date of signing of this collective agreement, are not members of the union, may choose to become a member of the union at any time during the term of this collective agreement.
- 5.03 All new employees hired after the date of signing of this collective agreement shall become and remain members of the union, provided they continue to occupy a bargaining unit position.

*5.04 Union Orientation

The Employer shall provide a list of newly hired employees to the Recording Secretary during the last pay period of each calendar month. Within thirty (30) calendar days from the date of receipt of the list, the representative of the Union may hold a group orientation meeting for all newly hired members on a date mutually agreed upon by the Parties. The meeting shall occur within regular working hours without loss of pay for a maximum of thirty (30) minutes.

ARTICLE 6
CHECK-OFF OF UNION DUES

6.01 Check-off Payments

The Employer shall deduct from every employee falling within the bargaining unit the monthly dues, initiation fees and general assessments levied by the Union on all of its members.

6.02 Deductions

The Employer agrees to deduct bi-weekly the union dues from the earned wages of all employees coming within the scope of the bargaining unit and forward same to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the 20th day of each month. The Employer will forward to the Union with the first dues deduction cheque following the signing of this Agreement a check-off list which shows the employee's full name and/or payroll number. Each month thereafter, a list showing additions and deletions will be forwarded to the Secretary-Treasurer of the Union.

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 calendar year.

- 6.04 Union dues shall be deducted at the rate determined by the local by-laws of employees' gross regular earnings. Overtime, bonus and any other non-regular earnings shall be exempt from calculation of Union dues.

- 6.05 The Employer shall make indication on the check-off list the number of hours worked by part-time and temporary employees.

ARTICLE 7
LABOUR MANAGEMENT COMMITTEE

7.01 Establishment of Committee

A Labour Management Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Employer.

7.02 Function of Committee

The Committee shall concern itself with matters which are not properly the subject of a grievance or negotiations, and without limiting the generality of the foregoing, these matters will include:

- (1) Considering constructive criticisms of all activities so that better relations may exist between the Employer and the employees;
- (2) Promoting safety and sanitary practices;
- (3) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- (4) Correcting conditions causing grievances and misunderstandings.

7.03 Meetings of Committee

The Committee shall meet at least once each two months or a lesser number of times as agreed by the Committee. Employees shall not suffer any loss of pay for time spent with this Committee. An Employer and Union representative shall be designated joint chairpersons and shall alternate in presiding over meetings. Minutes of each meeting shall be prepared and signed by joint chairpersons as promptly as possible after the close of each meeting. The Secretary of the Committee shall be responsible for the distribution of minutes to committee members, and distribution across the Province.

7.04 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matters of collective bargaining, including the administration of this collective agreement, but it shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

- 7.05 The Employer shall make available to the Union bargaining unit information such as job descriptions, positions, job classifications, and wage rates.

- 7.06 Subject to Clause 7.04, labour management issues shall first be presented to the Division Manager. If the concern is not resolved at this level, it shall be then forwarded to the Labour Management Committee for resolution.

ARTICLE 8
LABOUR-MANAGEMENT BARGAINING RELATIONS

8.01 Union Bargaining Committee

A Union Bargaining Committee elected or appointed to negotiate with the Employer shall consist of not more than four (4) members of the Union. No more than two of the members shall be from a single department without the Employer's prior approval. Such approval shall not be unreasonably denied. The Union will advise the Employer at least two (2) weeks in advance of the commencement of negotiations of the Union members on the Committee. Scheduling of negotiating meetings shall take into account that service to the public must be maintained.

8.02 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Access to the Employer's premises shall be granted to such representatives provided advance notice and permission has been given in order to investigate and assist in the settlement of a grievance.

- 8.03 Any official representative of the Union, who is in the employ of the Employer, shall have the right, when requested, to attend meetings with the Employer held during working hours without loss of remuneration.

- 8.04 The Union bargaining committee will be granted leave with pay for all negotiating sessions including one day to prepare its opening position.

ARTICLE 9
SHOP STEWARDS

- 9.01 The Employer agrees to recognize the Shop Stewards appointed by the Union. The Union agrees to notify the Employer in writing of the names of the Shop Stewards before the Employer shall be required to recognize them. The number of Shop Stewards, including a Chief Shop Steward, shall not exceed ten (10).

When electing shop stewards the Union will endeavour to elect stewards from as many work areas as possible.

9.02 No Shop Steward shall suffer any loss of pay for time lost in processing complaints or attending grievance meetings. However, such Shop Steward shall not leave their regular duties for the purpose of conducting union business or to discuss any business in respect of a grievance without first obtaining the permission of their Department Head or Division Manager. Such permission will not be unreasonably denied.

ARTICLE 10
GRIEVANCE PROCEDURE

10.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, or alleged violation of the terms of this collective agreement.

10.02 Types of Grievances

For the purpose of this collective agreement, there shall be four (4) types of grievances as follows:

- (a) Employee grievance - a grievance initiated by an individual employee;
- (b) Group grievance - a grievance submitted by, or on behalf of, two or more employees alleging the same violation of the collective agreement;
- (c) Union grievance - a grievance initiated by the Union which involves a question of general application or interpretation of the collective agreement;
- (d) Employer grievance - a grievance initiated by the Employer.

10.03 Grievance Procedure

Subject to clauses 10.04, 10.07 and 10.08, grievances shall be processed in the following manner. For the purposes of Level I, Level II, Level III and Level IV days refer to the working days of the organization and not the working days of the employee.

Level I An employee who alleges that they have a grievance shall first present the matter to their Shop Steward within five (5) working days after becoming aware of the occurrence of the incident which gave rise to the grievance, or, in the absence of their regular Shop Steward, another Shop Steward or the Chief Shop Steward.

Level II If the Steward considers the grievance to be justified then the grievance shall, within five (5) working days of receipt of the grievance by the Shop Steward, be submitted to the employee's Division Manager or designate, who shall answer in writing to the grievor within five (5) working days of receipt of the grievance.

Level III If the employee fails to receive a satisfactory answer to the grievance within five (5) working days after filing the grievance at Level II, they may within a further five (5) working days, submit their grievance in writing to the Director of Regional Services, who shall answer in writing to the grievor within five (5) working days of receipt of the grievance.

Level IV If the grievance is still not satisfactorily resolved by the foregoing procedure, the employee, or the Union in the case of a union grievance, may, within the ten (10) working day period immediately following receipt of the decision given under Level III, submit the grievance to arbitration.

10.04 In the case of dismissal, a grievance may be submitted in the first instance at Level III as outlined in Clause 10.03. In such a case, the time limit outlined in Level I for the submission of the grievance shall apply.

10.05 An employee may be accompanied by a Shop Steward at any stage of the grievance procedure if they so wish.

10.06 The Union and its representatives shall have the right to originate a grievance on behalf of an employee or a group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Level II.

10.07 Union Grievance

Where the Union has a grievance involving a question of general application or interpretation of this collective agreement, Levels I and II of the Grievance Procedure may be by-passed.

10.08 Employer Grievance

Where the Employer has a grievance, it shall be submitted in the first instance to the President of the Union local. Should the matter not be satisfactorily resolved within ten (10) days after the matter was submitted to the President, the Employer may refer the matter to arbitration.

10.09 Submission of Grievance and Replies

Any grievance shall be submitted in writing specifying the particular section(s) of the collective agreement which has allegedly been violated, as well as written particulars as to the redress requested. Replies to grievances stating reasons shall be in writing at all stages.

10.10 The time limits specified in the grievance procedure may only be changed with the written consent of the Union and the Employer.

- 10.11 This collective agreement is fully applicable to all employees listed in Schedule A-3, with the exception that the termination of a probationary employee for reasons of unsuitability or incompetence, as assessed by the Employer, is not subject to the grievance or arbitration procedure, other than on the grounds of discrimination.
- 10.12 No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical or similar technical error, or by the omission of a step in the grievance procedure.

ARTICLE 11 **ARBITRATION**

11.01 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party of the Agreement, indicating the name of its nominee to the arbitration board. Within fourteen (14) calendar days thereafter, the other party shall answer in writing indicating the name of its nominee to the arbitration board. The two nominees shall then, within fourteen (14) calendar days after the appointment of the second of them, select an impartial chairperson for the Board. If the party receiving notice fails to appoint an arbitrator within the specified time limit, or if two nominees fail to agree upon a chairperson within the specified time limit, the Minister Responsible for Labour shall, on the request of either party, make the necessary appointment.

11.02 Decision of the Board

Subject to either party referring an arbitration decision for a judicial review, the decision of the Board of Arbitration shall be final, binding and enforceable on all parties. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, subject to that provision, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable, including a determination that a grievance is not arbitrable.

11.03 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may, within thirty (30) calendar days of receipt of the Board's decision, 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.

11.04 Expenses of the Board

Each party shall pay:

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

11.05 Amendment of Time Limits

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

11.06 Single Arbitrator

The parties may mutually agree to the appointment of a single arbitrator instead of an arbitration board, in which event the foregoing provisions shall apply with the necessary changes.

ARTICLE 12
DISCIPLINE

- 12.01 (a) A copy of any document placed on an employee's personal file which might at any time be the basis for disciplinary action shall be removed from the personal file after the expiration of eighteen (18) months from the date it was placed in the employee's personal file, providing another warning or reprimand relating to the same or similar offence has not been given within that period. The employee shall be responsible to see that any such document is removed.
- (b) There shall be one official personal file, the location of which shall be designated by the permanent head. An employee shall, after making an appointment with the Director of Regional Services, be permitted to view their personal file at a mutually convenient time and may be accompanied by a representative of the Union if desired.
- (c) 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. The employee's signature does not necessarily indicate the employee agrees with the contents of the document.
- 12.02 The employee's written reply to any such document shall become part of their personal file. This reply shall be removed from the file at the same time as the document referred to in Clause 12.01(a).
- 12.03 An employee may be disciplined or dismissed but only for just cause. Any employee who is suspended or dismissed shall, within five (5) working days of such suspension or dismissal, be provided with written particulars and reasons for the suspension or dismissal. For the purpose of this clause, working days refers to the working days of the organization and not the working days of the employee.
- 12.04 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to acknowledge receipt of the assessment form in question. When as a result of this assessment, the performance of an employee is judged to have been unsatisfactory, the employee may present a grievance in accordance with Article 10.

- 12.05 When it is deemed necessary by the Employer to notify an employee in writing of any dissatisfaction concerning their work performance, it shall be done within fifteen (15) working days of the occurrence. 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 a part of the employee's record for use against them at any time.
- 12.06 The Employer agrees that discussions concerning an employee's performance shall be conducted in private, with only the employee and those representatives of the Employer or the Union who are directly involved to be present for these discussions.
- 12.07 Employees shall have the right to have a Shop Steward or Union Representative present when disciplinary action is being imposed.
- 12.08 A copy of the employee's job description shall be placed on file.
- 12.09 If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from their place of employment, it shall be with pay.

ARTICLE 13 **SENIORITY**

13.01 Seniority Defined

- (a) Seniority is defined as the length of service with the Employer and shall include service with the Employer prior to the certification of the Union, and shall operate on a bargaining unit wide basis.
- (b) Employees shall continue to earn unit wide seniority when employed outside the bargaining unit for a period of less than three (3) months.
- (c) Seniority for those employees employed at reduced hours shall be established on a pro-rata basis.

*13.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and distributed electronically to all work locations within the Provincial Information and Library Resources Board in January of each year. The seniority list shall be arranged according to length of service and shall include position title, pay scale number and work location.

13.03 Seniority for Probationary Employees

Probationary employees shall not accrue seniority during their probationary period. However, upon successful completion of the probationary period, the employee's seniority shall become effective from the original date of employment.

*13.04 Loss of Seniority

An employee shall not lose seniority if they are on an Employer approved leave or on layoff. An employee shall only lose their seniority rights in the event:

- (a) They are discharged for just cause and not reinstated;
- (b) They resign or retire and are not re-employed within thirty (30) calendar days;
- (c) They have been laid off in excess of twenty-four (24) consecutive months;
- (d) They fail to return to work within fourteen (14) calendar days following recall from layoff and after receiving notice by registered mail to do so unless through sickness substantiated by a medical certificate satisfactory to the Employer; or in the case of part time employees unless the position to which the employee is recalled carries a lower rate of pay, lower number of hours or is in a different location from their former position;
- (e) They are absent from work for five (5) consecutive days without notifying their Division Manager, giving a satisfactory reason for such absence.
- (f) They resign in writing and do not withdraw the letter of resignation within five (5) calendar days of its submission.
- * (g) Casual employees, including Substitute Library Assistants and Substitute Library Technicians, fail to provide notice of active status to the Employer, as outlined in the Memorandum of Understanding – Recall Guidelines for Casual Employees and Substitute Library Assistants and Substitute Library Technicians; or
- * (h) Casual employees decline all available shifts they are offered for a period of twelve (12) consecutive months. In addition to the loss of seniority, these employees will be deemed terminated.

13.05 A permanent employee who obtains a temporary position shall retain their permanent status.

ARTICLE 14
PROMOTIONS AND STAFF CHANGES

*14.01 Job Postings

When a new position is created, or when a vacancy occurs either inside or outside the bargaining unit and in respect of which the Employer has decided the position will be filled, the Employer shall post notice of the position electronically for a minimum of ten (10) calendar days, so that all members will know about the vacancy or new position.

14.02 Outside Applicants

All vacancies identified in accordance with clause 14.01, will be posted within the public service prior to outside applicants being considered, except where, in the opinion of the Public Service Commission, it is not in the public interest to comply with this provision.

*14.03 Role of Seniority in Promotions and Transfers

Employees who apply for a position involving a promotion or transfer shall be considered on the basis of qualifications and abilities. Where these factors are judged to be relatively equal between applicants, seniority shall apply. For more information, please see Public Service Commission's Online Job Portal or refer to the NLPL Employee Handbook.

*14.04 Trial Period

- (a) The successful applicant under 14.03 above shall be placed on trial for a period of three (3) months, or for a lesser period of time as determined by the Employer. For the purposes of this clause, a period of up to one (1) month worked in the position on temporary assignment shall be credited towards the trial period provided the entire one month is included within the two (2) month period immediately prior to appointment to the position on a permanent basis. Conditional on satisfactory service, the employee shall be declared permanent after the trial period.
- * (b) In the event the successful applicant proves unsatisfactory in the position during the trial period or the position proves unsatisfactory to the employee during the trial period, the employee shall be returned to their former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority. The trial period may be extended by mutual consent if the Employer determines additional time is needed to train and assess the performance of the employee.

14.05 Disabled Worker Provision

Where an employee has, in the judgement of a certified medical practitioner, become permanently unable to perform the duties of their position through injury or illness the Employer agrees to provide alternate employment to the employee if a position is available in which the employee is qualified and able to perform.

14.06 Older Worker Provision

Where an employee has, in the judgement of a certified medical practitioner, become unable to perform the duties of their position through advancing years, the Employer agrees to provide alternate employment to the employee if a position is available in which the employee is qualified and able to perform.

14.07 On the Job Training

The Employer agrees that the opportunity for training should increase in proportion with length of service. The Employer shall develop and maintain a system of ‘on the job training’ whereby employees shall have the opportunity, during regular working hours, to learn and understand the work of other positions. This will be accomplished by working with senior or supervisory personnel for a temporary period without affecting the salary or pay of the employees concerned.

ARTICLE 15
LAYOFF AND RECALL

15.01 Layoff Defined

Layoff means the termination of employment of an employee because of the abolition of a post, and does not include the termination of employment of casual or temporary employees.

15.02 Layoff Procedure

- (a) When the employer determines that a layoff is required within a classification in a region as specified in Schedule H, the employee(s) directly affected by the layoff or who is the least senior in a group of employees affected, shall be the first employee laid off, provided that those employees being retained have the qualifications and ability to perform the duties required.
- (b) Notification of layoff shall be the same as that outlined in Article 30.

15.03 Recall Procedure

When the Employer determines that a recall is required within a region as specified in Schedule H, the employee(s) on layoff status in the region with the greatest seniority shall be

the first employee(s) recalled, provided that the employee(s) recalled have the qualifications and ability, to perform the duties required. Employees recalled to a position carrying a lower rate of pay than their former position shall have the right to refuse such a position without loss of layoff status or seniority.

15.04 Bumping Procedure

- (a) An employee who is to be laid off in accordance with 15.02 (a) shall accept layoff or shall be entitled to bump in their worksite, as defined in Schedule J, or region. Such an employee shall be given a maximum of seven (7) days after receiving notification of layoff to select the position that they wish to bump into. Time limits may be extended by mutual consent between the Union and the Employer.
 - (i) If an employee chooses to bump within their worksite, they shall be entitled to bump the least senior employee in their worksite who works an equivalent number of hours per week within a classification covered by this agreement before having to bump the least senior employee within their worksite within a classification covered by this agreement, provided that the employee retained is qualified and able to perform the duties required.
 - (ii) If an employee chooses to bump within their region, they shall be entitled to bump the least senior employee in their region who works an equivalent number of hours per week within a classification covered by this agreement before having to bump the least senior employee within their region within a classification covered by this agreement, provided that the employee retained is qualified and able to perform the duties required.

Employees may exercise bumping rights in the event that their hours of work are reduced.

For the purposes of this Article, a worksite is defined in Schedule J.

- (b) The employee who is bumped in accordance with this procedure shall be deemed to have been given a notice of layoff with effect from the date that the employee who bumped them was given notice of layoff. The procedure outlined in 15.04(a) shall also apply.
- (c) An employee who chooses to bump another employee in accordance with this procedure, must exercise that right before the date they would otherwise be laid off (excluding cases where payment in lieu of notice is given, in which case the prescribed notice period will apply).
- (d) Employees exercising bumping rights under 15.04(a) shall be subject to a three (3) month trial period in their new position. In the event an employee proves to be unsatisfactory in the new position, they will be permitted to exercise their rights

under 15.04 (a) in a different position if there is one for which they are qualified and able. If there is no such position, the employee will be laid off immediately.

- (e) Bumping rights under 15.04 (a) shall include the right to bump into a lower, higher or equivalent level position.
- (f) Where more than one employee is affected by a layoff at the same time, the more senior employee shall have the first opportunity to exercise their bumping rights in accordance with sub-clause (a) above.
- (g) The salary of an employee who changes classification as a result of this procedure shall be determined in accordance with Article 23.02. An employee shall be required to change their hours of work to those of the position to which they are bumping.
- (h) The Union and the National CUPE Representative shall be notified by registered mail of the layoff at the same time or before the employees affected by the layoff.
- (i) An employee who chooses not to bump shall remain on layoff status for a period of one year and remain eligible for recall, as provided in Article 15.03, during that time.

15.05 No New Employees

No new employees shall be hired until any employees on layoff status have been notified of the vacancy and have been given an opportunity to apply for the position to be filled.

15.06 Grievance on Layoff or Recall

Grievances concerning layoffs and recalls shall be initiated at Level III of the Grievance Procedure. In such a case, the Time Limit outlined in Level I for the Submission of the Grievance shall apply.

- 15.07 A permanent employee who changes their classification as a result of layoff or a permanent employee who bumps out of their classification as a result of a layoff shall have the opportunity within two (2) years to return to their former classification in their former worksite should a vacancy occur which the Employer intends to fill provided they are qualified and able to perform the duties required for the position. Should the employee refuse this offer, the Employer shall have no further obligation to offer a position to the employee in the same classification.

ARTICLE 16
HOURS OF WORK

16.01 Normal Hours of Work

- (a) Subject to Clause 16.05, the normal hours of work shall be thirty-five (35) hours per week and seven (7) hours per day, exclusive of the scheduled meal break. The daily hours of work may be altered by mutual agreement between the supervisor and the employees within a department, provided no additional cost is incurred by the Employer as a result.
- (b) There shall be one fifteen (15) minute coffee break before the scheduled meal break and one fifteen (15) minute coffee break after the scheduled meal break, at times to be scheduled by the Employer.
- (c) In the case of part-time employees, there shall be one fifteen (15) minute coffee break when an employee is scheduled to work three (3) or more consecutive hours. The Employer reserves the right to schedule the time of the coffee break.
- (d) The scheduled meal break shall not be less than one-half (1/2) hour. Unless mutually agreed between the employee and the Employer, the scheduled meal break shall not exceed one (1) hour.
- (e) An employee will be permitted a minimum of one-half hour unpaid meal break when an employee's number of hours of work in a day exceed four (4) hours. The Employer reserves the right to schedule the meal break.

16.02 Days Off

Unless mutually agreed between the employee and the Employer, subject to clause 16.04 and 16.05, each employee shall be scheduled for a minimum of two (2) consecutive days off per week, and a minimum of every second weekend off.

*16.03 No Split Shift

Unless mutually agreed between the employee and the Employer, there shall be no split shifts, except for those caused by an authorized meal break and rest periods. In the event that an employee requires replacement by a substitute, the substitute must be offered the existing shift hours. If the substitute refuses these hours, the shift will be offered to the next available substitute on the call-in list for that library.

16.04 Change of Work Schedule

- (a) The working schedule of each employee, showing the days on and off, shall be posted in an appropriate place at least two (2) weeks in advance.
- (b) If, within forty-eight (48) hours immediately prior to the originally scheduled day(s) off, an employee's day(s) off is (are) rescheduled to another time, they shall be paid double time for each hour worked on the originally scheduled day(s) off.
- (c) When an employee's regularly scheduled shift is changed to another shift in that day, they shall be given notice no later than forty-eight (48) hours immediately prior. In the event this notice is not given, the employee shall be paid at the rate of time and one-half for all hours worked which were not included in the originally scheduled shift.

16.05 With the approval of the Employer, employees in a particular work area may be permitted to exchange weekends off in an effort to more equally distribute long weekends created by statutory holidays, provided advance notice is given and there is no additional cost to the Employer as a result.

16.06 For the purpose of this Article, 'week' shall be defined as the seven consecutive day period running from 0001 hours on Thursday of one week to 2400 hours on the following Wednesday.

16.07 Shift Differential

- (a) Effective the date of signing, a shift differential of two dollars and thirty cents (\$2.30) shall be paid for each hour the employee works between the hours of 1600 on one day and 0800 hours on the following day, provided that the shift includes hours after 1800 hours.
- (b) Effective the date of signing, a Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday.

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

ARTICLE 17
OVERTIME

17.01 Overtime Defined

All time worked beyond the normal daily or weekly hours of work, as prescribed in Article 16, shall be considered overtime and shall be compensated for at the rate of time and one-half (1 1/2). The employee has the right to be paid for overtime worked rather than being required to take time off in lieu.

17.02 Sharing of Overtime

Overtime and call back shall be divided equally among employees in the library or department who are qualified and readily available to work.

17.03 Time Off in Lieu of Overtime

Instead of cash payment for overtime an employee may be granted with the approval of the Employer time off in lieu of overtime at the appropriate overtime rate. Such time off shall be granted at a time to be mutually agreed between the employee and their supervisor. Such time may be accumulated provided that it is taken within twelve (12) months of being earned and provided that such time off shall not, in the case of conflict, be awarded until annual leave has been granted to the employees affected.

17.04 Call back

- (a) Subject to sub-clause (b) below, an employee who is called back to work after they have left their place of work shall be paid for a minimum of three (3) hours at the normal overtime rate, provided that the period worked is not contiguous to their scheduled working hours.
- (b) An employee who is called to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the three (3) hour minimum, shall receive the benefit of the three (3) hour minimum only once. However, should the total time on one or more calls exceed the three (3) hour minimum, the employee will be compensated for the actual time worked at the applicable overtime rate.

17.05 Overtime shall be authorized by the Division Manager.

ARTICLE 18
HOLIDAYS

*18.01 Paid Holidays

The Employer recognizes the following as paid holidays:

- | | |
|----------------------------|----------------------|
| 1. New Year's Day | 8. Orangeman's Day |
| 2. St. Patrick's Day | 9. Labour Day |
| 3. Good Friday | 10. Thanksgiving Day |
| 4. St. George's Day | 11. Armistice Day |
| 5. Victoria Day | 12. Christmas Day |
| 6. Discovery Day | 13. Boxing Day |
| 7. Canada Day/Memorial Day | |

*14. Should any new statutory holiday be proclaimed by the Provincial authorities, it shall be added to the above list and granted to employees within the scope of this Agreement.

plus one additional holiday in each year being a day which is designated to be a civic holiday in the area in which an employee is employed and, if no such civic holiday is declared, an employee shall be awarded a holiday at a time to be determined by the Employer.

18.02 Compensation for Holidays Falling on Saturday or Sunday

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

18.03 Compensation for Holidays Falling On Schedule Day Off

(a) When any of the above mentioned holidays falls on an employee's scheduled day off, the employee shall be granted another day off with pay at a later time to be mutually agreed between the Employer and the employee. Such time may be accumulated provided that it is taken within twelve (12) months of being earned and provided that such time off shall not, in the case of conflict, be awarded until annual leave has been granted to the employees affected.

(b) **Proration**

The Employer and the employee may mutually agree to have the employee compensated with one day's pay in accordance with the following proration formula.

Proration Formula:

$$\text{No. of hrs. paid for holiday} = \frac{\text{No. of hours worked bi-weekly}}{70} \times 7 \text{ hours}$$

For employees working less than full-time hours who, due to the pro-ration formula, receive less pay for the statutory holiday than when they are working on that day of the week, will be given the opportunity to work the equivalent additional hours so that no loss in gross pay for the period will result.

18.04 Compensation for Work Performed on a Statutory Holiday

Employees who are required to work on a statutory holiday shall be paid at the rate of time and one-half (1 1/2) for each hour worked on the holiday and will be granted another day off in lieu of the holiday at a time to be mutually agreed between the Employer and the employee.

ARTICLE 19
VACATIONS

19.01 Length of Vacation

- (a) An employee shall receive an annual vacation with pay in accordance with their years of service as follows:

Less than one year, 1/3 working days for each month of service	
One year but less than ten (10) years	3 weeks
10 - 25 years	4 weeks
In excess of 25 years	5 weeks

- (b) The following is the Proration Formula which is to be used to calculate vacation entitlements for part time employees:

$$\begin{array}{l} \text{No. of hours} \\ \text{annual vacation} \end{array} = \frac{\text{Average No. of hrs} \\ \text{worked per week}}{35} \quad \times \quad 105$$

the number 105 changes to 140 or 175, as appropriate, for the “10-25 years” category and the “in excess of 25 years” category.

19.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee’s vacation period, they shall be allowed an additional vacation day with pay at a later time to be mutually agreed between the Employer and the employee.

19.03 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using their earned vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such earned vacation, prior to termination.

19.04 Selection of Vacation Dates

- (a) Employees in consultation with their supervisor shall determine the method of selecting available vacation dates. Where no method is available or agreed upon, in the case of conflict seniority shall apply in the first instance and then on a rotating basis. Vacation dates shall be arranged between April 1 and May 1. The Employer shall endeavour to post and confirm the vacation schedule as soon as all employees have submitted their requests for annual leave. In any event the vacation schedule shall be confirmed and posted not later than June 1st of each year and shall not be changed unless mutually agreed upon by the Employer and the employee or except in the case of unforeseen circumstances.

- (b) Requests for annual leave during the Christmas period shall be submitted by October 1st. The vacation schedule will be confirmed and posted not later than October 31st.
- (c) Except in exceptional circumstances, any requests for annual leave, other than those specified in 19.04(a) and 19.04(b), shall be processed, and the employee shall be notified of the decision within one week of the request being made.

19.05 Unbroken Vacation Period

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

19.06 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave or bereavement leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, to be mutually agreed between the Employer and the employee.

19.07 Month of Service

For the purpose of this Article, an employee who is paid full salary wages in respect of not less than one half (1/2) the working days in the first or last calendar month of their service shall, in each case, be deemed to have had a month of service.

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

- (i) twenty (20) days vacation, if they are eligible for fifteen (15) or twenty (20) days in any one year, excluding current annual leave.
- (ii) twenty five (25) days vacation, if they are eligible for twenty-five days in any year excluding, current annual leave.

19.09 Prior Service

- (a) Military service shall be recognized for annual leave purposes in accordance with the *War Service Pensions Act*. Service as a teacher recognized as pensionable service in accordance with the *Public Service Pensions Act* and prior service with a Department of the Government of Newfoundland and Labrador or the Provincial Information and Library Resources Board shall be recognized for annual leave purposes.
- (b) An employee with a governmental or quasi-governmental board or commission created by statute or established by the Lieutenant-Governor in Council who transfers from such board or commission without break or with a break of less than 30 calendar days shall be permitted to have their service recognized for annual leave purposes.

- 19.10 No annual leave may be taken by an employee until they have not less than sixty (60) days of service prior to taking leave.
- 19.11 Sick leave awarded in accordance with Clause 20.07 or periods of leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for vacation leave purposes. In making adjustments to an employee's vacation leave records, leave entitlement will be calculated by rounding to the nearest half day.
- 19.12 Employees are permitted to take vacations of short duration if requested and approved by the Employer. Such requests will not be unreasonably withheld.

ARTICLE 20
SICK LEAVE

20.01 Sick Leave Defined

Sick leave means a period of time that an employee has been permitted to be absent from work and 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*.

20.02 Sick Leave Entitlement

(a) **Applicable to Employees Working Full Time Hours.**

- (i) An employee is eligible to accumulate sick leave credits at the rate of two (2) days for each month of service. The maximum number of days which may be awarded to an employee during any consecutive twenty (20) year period shall not exceed four hundred and eighty (480) days.
- (ii) Notwithstanding Clause 20.02(a)(i), an employee hired after May 4, 2004 is eligible to accumulate sick leave credits at the rate of one (1) day for each month of service. The maximum number of days which may be awarded to such an employee during any consecutive twenty (20) year period shall not exceed two hundred and forty (240) days.

(b) **Applicable to Employees Working Less Than Full Time Hours.**

- (i) An employee will be eligible to accumulate sick leave credits at the rate of fourteen (14) working hours for each 151.6 hours of service. The maximum amount of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed 3,360 working hours.

The following pro-ration formula will be applicable:

$$\begin{array}{rclcl} \text{No. of hours} & & \text{No. of hrs. worked} & & \\ \text{of annual sick} & = & \text{per week} & \times & 168 \\ \text{leave credits} & & 35 & & \end{array}$$

- (ii) Notwithstanding Clause 20.02(b)(i), an employee hired after May 4, 2004 is eligible to accumulate sick leave credits at the rate of seven (7) working hours for each 151.6 hours of service. The maximum amount of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed 1680 working hours.

The following pro-ration formula will be applicable:

$$\begin{array}{rclcl} \text{No. of hours} & & \text{No. of hrs. worked} & & \\ \text{of annual sick} & = & \text{per week} & \times & 84 \\ \text{leave credits} & & 35 & & \end{array}$$

*20.03 Proof of Illness

- (a) The Employer may require an employee to submit a medical certificate satisfactory to the Employer to support any claim for sick leave. In any event, sick leave in excess of three (3) consecutive working days at any time or six (6) working days in the aggregate in any year, shall not be awarded to any employee unless they have submitted in respect thereof a medical certificate satisfactory to the Employer. Employees may be permitted to take sick leave for medical appointments subject to operational requirements and the provision of a medical note in accordance with this article.

- *(b) 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(s) 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.

20.04 Sick Leave During Paid Leave of Absence, Layoff, and Workers' Compensation

When an employee is given paid vacation or other leave of absence or is on Workers' Compensation leave they shall receive sick leave credit for the period of such absence on their return to work. When an employee is laid off, they shall not receive sick leave credits for such absence, but shall retain their accumulative credit, if any, existing immediately prior

to such layoff, provided that, in the case of re-employment after layoff, the employee still has seniority with the Employer.

20.05 Extension of Sick Leave

- (a) An employee who has exhausted their sick leave credits may be permitted to anticipate sick leave to the end of the fiscal year with the prior approval of the Director of Regional Services.
- (b) When an employee has used the maximum of sick leave which may be awarded to them in accordance with this Agreement they may elect, if they are still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if they are eligible to receive such leave. If the employee has exhausted any and all annual leave to their credit, they may, with the approval of the Employer, be permitted to proceed on to leave without pay. The duration of such leave will be determined by the Employer, but in any event shall not exceed one (1) year.
- (c) An employee who anticipates sick leave under Clause (a) above who resigns or who is terminated before they have been able to earn such leave shall have the value of that leave deducted from any salary payment or other monies owing to the employee.

20.06 Injured on Duty

An employee who is injured in the performance of their duties and is required to leave for treatment or sent home for such injury, shall receive payment for any absence from work on that shift or work day at their regular rate of pay without deductions from sick leave, provided that a medical practitioner certifies in writing that the employee was unable to work during such period of absence.

20.07 Disability Retirement

If it appears, in the opinion of a medical doctor, that it is unlikely that an employee will be able to return to duty after the expiration of their accumulated sick leave, the employee may be retired effective when their accumulated sick leave has expired or at retirement age, whichever occurs first. If they are to be retired, they shall receive such pension award as they may be eligible to receive.

20.08 Sick Leave During Leave Without Pay

An employee on leave without pay in excess of twenty (20) days in total in a calendar year or an employee granted sick leave in accordance with Clause 20.07 shall not accumulate sick leave during such periods of absence. In making adjustments to an employee's sick leave records, leave accumulation will be calculated by rounding to the nearest half day.

20.09 Month of Service

An employee who is paid full salary or wages in respect of not less than one-half (1/2) of the working days in the first or last calendar month of their service shall in each case, be deemed to have had a full month of service for the purpose of Clause 20.02.

20.10 Within thirty (30) calendar days after the close of each fiscal year, the Employer shall advise each employee of the amount of sick leave accrued to their credit.

20.11 Employees who are unable to return to work when recalled from layoff due to sickness, shall not be entitled to sick leave benefits.

ARTICLE 21
LEAVE OF ABSENCE

*21.01 Leave Without Pay - General

(a) With the prior approval of the Director of Regional Services or Division Manager, leave without pay not exceeding one (1) calendar year may be granted to an employee. Any request for leave without pay in excess of one (1) calendar year shall require the approval of the Director of Regional Services.

*(b) Unpaid Leave

Subject to operational requirements and availability of qualified replacement staff, where required, the Employer agrees to provide employees with up to a maximum of one (1) month of unpaid leave (which equates to 20 working days) while granting service credits for seniority purposes, provided that the employee would not have been laid off during the period of unpaid leave. With the exception of unpaid leave requests due to illness where an employee's sick leave credits have been exhausted. The month of unpaid leave does not necessarily have to be taken consecutively, and can be taken in amounts of less than two (2) days at a time with prior approval from the Employer.

(c) 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 covered by Schedule 'I' whether inside or outside a bargaining unit.

21.02 Leave for Attendance at Conferences, Workshops and Seminars

- (a) Subject to the approval of the Director of Regional Services or Division Manager, leave with or without pay may be granted to an employee for the purpose of attending a conference, workshop or seminar which is directly related to the employee's employment responsibilities and which would be of value to the employee in the performance of their job. In any event, such leave shall only be granted where it can be arranged without upsetting the schedule in the department concerned.
- (b) Subject to the approval of the Director of Regional Services or Division Manager, an employee who has been given leave to attend a conference in accordance with sub-clause (a) above may have part or all of their expenses paid from any funds which the Board may choose to make available for such purpose. Employees who are participating in a conference by way of involvement on an organizing committee, discussions panel, or through the presentation of a paper shall have priority in the disbursement of such funds.
- (c) Wherever it is reasonable to do so without upsetting the schedule of the department concerned, the granting of leave to employees to attend conferences, workshops and seminars will be done on a rotation basis.

21.03 Education Leave

With the approval of the Board, leave may be granted to an employee for educational purposes. The level of pay, if any, and other terms and conditions of such leave, shall be determined by the Board, except employees shall accrue service for seniority.

*21.04 Bereavement Leave

Subject to sub-clause (b), an employee shall be entitled to bereavement leave without loss of pay as follows:

- * (a) * (i) In the case of the death of an employee's mother, father, brother, sister, child or child-in-law, spouse, legal guardian, common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, or near relative living in the same household, three (3) consecutive working days; and
 - * (ii) In the case of their siblings-in-law one (1) working day.
- (b) If the death of a relative referred to in sub-clause (a) occurs outside the Province, the employee may be granted leave without loss of pay not exceeding four (4) consecutive working days for the purpose of attending the funeral.

- (c) In cases where extraordinary circumstances prevail, the Director of Regional Services or Division Manager may, at their discretion, grant special leave for bereavement up to a maximum of two (2) consecutive working days in addition to that provided in sub-clauses (a) and (b) above.

21.05 Family Responsibility Leave

- (a) Subject to the approval of the Division Manager, an employee shall be granted special leave with pay not exceeding twenty-one (21) hours a year to attend to:
 - i. the temporary care of a sick family member;
 - ii. needs related to the birth of the employee’s child;
 - iii. medical or dental appointments for dependent family members;
 - iv. meetings with school authorities or adoption agencies;
 - v. needs related to the adoption of a child; or
 - vi. home or family emergencies.

- (b) Part-time employees - the following is the pro-ration formula:

$$\begin{array}{l} \text{No. of Hours of} \\ \text{family leave} \end{array} = \begin{array}{l} \text{Average No. of} \\ \text{hours per week} \end{array} \times 21 \text{ hours}$$

*21.06 Family Violence Leave

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

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

Confidentiality

All personal information concerning domestic violence will be kept confidential in compliance with relevant Legislation. An employee who wishes to take a leave of absence under this Clause may be required to provide the employer with reasonable verification of the necessity of the leave.

21.07 Leave for Union Functions

Upon written request by the Union to the Director of Regional Services, and with their approval in writing, authorized Union representatives may be granted leave with pay for the purpose of attending official union functions in accordance with the following:

- (a) A maximum of thirty (30) days in a year for the bargaining unit for employees who will be attending conventions or educational seminars and sponsored by the Canadian Union of Public Employees, the Newfoundland and Labrador Federation of Labour or the Canadian Labour Congress. Where two employees from the same work area request leave, the Employer will give due consideration to the operational requirements in deciding whether to grant leave to both employees.
 - (b) For an employee who is a member of the Provincial Executive of the Union and is required to attend Executive meetings of the Provincial Executive, leave with pay not exceeding three (3) days in any one year.
 - (c) A maximum of one day in a year for each shop steward for the purpose of attending educational seminars.
 - (d) Subject to operational requirements of the Provincial Information and Library Resources Board, the Employer may grant additional leave without pay to union executive members or elected delegates for the purpose of attending union conventions, seminars or meetings upon written request to the Director of Regional Services.
- 21.08 (a) Subject to the operational requirements of the Provincial Information and Library Resources Board, the Employer may, upon written request, grant a leave of absence without pay and without loss of seniority, to an employee for the purpose of being a candidate in the federal, provincial or municipal election. Such leave shall be for a period of up to four weeks. If elected to office in a federal or provincial election, the employee shall be required to resign their position. If elected to municipal office, an employee shall continue to be employed, provided that such office does not interfere with an employee's attendance at work.
- (b) An employee who is elected or selected for a full-time position with the Union, shall be granted leave of absence without pay and without loss of seniority for a period of one year.
Such leave shall be renewed each year, on request, for a maximum of three years. Further extensions may be granted at the discretion of the Employer.

ARTICLE 22
MATERNITY LEAVE/ADOPTION/PARENTAL LEAVE

- *22.01 (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
- *(b) An employee is entitled to a maximum of 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.

- 22.02 (a) An employee may return to duty after giving their Director of Regional Services two (2) weeks' notice of their intention to do so.
- (b) The employee shall resume their former position and salary upon return from leave, with no loss of accrued benefits.
- *22.03 *(a) Periods of leave up to seventy-eight (78) weeks shall count for seniority purposes, annual leave, sick leave, severance pay and step progression (No retroactive applications).
- Periods of maternity leave dating back to April 1, 1971 shall be recognized for seniority, subject to any loss of seniority provisions which may have been in effect since that time.
- *(b) 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.
- 22.04 An employee may be awarded sick leave for illness regardless of its association with pregnancy during any time prior to the scheduled beginning of the employee's maternity leave or the birth of the child, whichever occurs earlier.
- 22.05 Information regarding training and promotional opportunities shall be provided to an employee on maternity leave upon their written request to the Director of Regional Services.

ARTICLE 23
PAYMENT OF WAGES AND ALLOWANCES

*23.01 Pay Days

- (a) The Employer shall pay salaries and wages bi-weekly for the current week 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.

*(b) All employees shall be paid via direct deposit.

23.02 Rates of Pay on Promotion and Demotion

- (a) An employee who is successful in applying for a position and is promoted to a position carrying a higher pay level shall be placed at a point on the new salary range which exceeds the employee's current salary by at least 5% but not to exceed the maximum of the new scale.

Should the employee's new salary fall between two steps on the new scale, the employee's salary will be adjusted to the higher of the two.

- (b) The rate of pay of an employee voluntarily demoted shall be established at a point on the new pay range which does not exceed their existing rate. If their existing rate falls between two steps on the new pay range, it shall be adjusted to the lower step, and if their existing rate exceeds the maximum for the new pay range, it shall be reduced to the maximum.
- (c) The rate of pay of an employee involuntarily demoted for other than disciplinary reasons or for other than incompetence or unsuitability shall be established at a point on the new scale which is equivalent to their existing rate. If their existing rate falls between two steps, it shall be adjusted to the higher rate. If their existing rate is above the maximum for the new pay range, the existing rate shall be red-circled.

23.03 Rate of Pay on Temporary Assignment

- (a) When an employee is temporarily assigned to a higher level position for a period of two (2) or more consecutive working days, their rate of pay will be established in the same manner as outlined in Clause 23.02(a). Any salary adjustment which occurs during the period of temporary assignment shall be first applied on the employee's regular salary and their temporary rate of pay will be re-determined as per the above.

In a week in which a paid holiday occurs, the minimum period for temporary assignment shall be reduced by the number of holidays in that week.

- (b) An employee who is temporarily assigned to a lower level position will continue to receive their regular rate of pay.
- (c) Temporary assignments which are anticipated to be in excess of 13 weeks duration, shall be subject to the provisions outlined in Article 14. A successful employee shall be returned to their position upon completion of the assignment.

23.04 Upon giving at least one week's notice prior to the pay day previous to their vacation, an employee may receive any pay cheques which would fall due during their vacation on the last office day prior to their vacation.

23.05 Clothing Allowance

- (a) Protective clothing, such as smocks overalls, boots and raingear shall be issued to all employees as required.

ARTICLE 24
WORKERS' COMPENSATION SUPPLEMENT

- 24.01 All employees covered by this agreement shall be covered by the *Workplace Health, Safety, and Compensation Act*.
- 24.02 It is agreed and understood by the parties to this Collective Agreement that an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission, after the date of signing of this agreement, shall no longer accumulate benefits under this agreement but shall have their position with the Employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the *Human Rights Act*.

ARTICLE 25
TRAVEL ON EMPLOYER'S BUSINESS

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

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

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

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

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

- * (b) Upon submission of a receipt, employees who are required, as a condition of employment, to have access to an automobile for use on Employer's business shall be entitled to a reimbursement of the difference in cost between personal and business insurance.

- 25.04 An Employee is entitled to claim an incidental expense for each night on overnight travel status as follows:

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

- 25.05 An employee on overnight travel status shall be reimbursed for the cost of one personal long-distance telephone call, not exceeding five (5) minutes in duration, for each day the employee is on overnight travel.
- 25.06 (a) For the purpose of this Article, ‘travel time’ means travel on the Employer’s business authorized by the Employer for an employee by land, sea or air between their headquarters area, as defined by the Employer, and a location outside their headquarters area and between locations outside their headquarters area, to perform duties assigned to them by the Employer and during which the employee is required to travel outside their normal scheduled work period.
- (b) Travel time and the method of travel shall require the prior approval of the Employer.
- (c) (1) When the method of travel is set by the Employer, compensation for ‘travel time’ shall be paid for the length of time between the employee’s departure from any location and their arrival at their place of lodging or work, whichever is applicable, at their authorized destination.
- (2) An employee may, with the prior approval of the Employer, set their own travel arrangements. The compensation payable may not, however, in any case, be greater than if the travel arrangements had been set in accordance with Clause 25.06 (c) (1).
- (d) Subject to Clause 25.06(c), an employee who is required by the Employer 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:
- (1) 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.
- (2) For travel by personal or government vehicle, the time required to proceed from the employee’s place of residence or work place as applicable, directly to destination, and upon their 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 seventy-two (72) kilometres to be travelled.

If the Government increases the mileage or meal rates, the rates will be increased for employees covered by this Agreement.

- (f) Notwithstanding any provisions in this Clause 25.06, compensation will not be paid:
- (1) to employees whose travel time during any three (3) month consecutive period does not exceed twenty (20) hours; or
 - (2) for travel in connection with transfers, educational courses, training session, conferences, seminars or employment interviews.

25.07 Provision shall be made for business insurance of employees' cars when a vehicle is required as a condition of employment. On receipt of invoice, reimbursement shall be made for the difference between private and Employer required insurance.

ARTICLE 26
LABRADOR ALLOWANCE

26.01 Refer to Schedule F pertaining to Labrador Benefits.

ARTICLE 27
GROUP INSURANCE

27.01 Employees governed by this collective agreement shall continue to be covered by the Government of Newfoundland and Labrador Group Insurance Plan for the term of this agreement. The Employer will pay 50% of the premiums of the Group Insurance Plan and the employees will pay 50%.

*27.02 Employer agrees to pay its share of Group Insurance Premiums on behalf of employees on maternity leave, for a maximum of seventy-eight (78) weeks.

ARTICLE 28
PERSONAL LOSS

28.01 Subject to Clauses 28.02 and 28.03, where an employee in the performance of their duty suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered, subject to a maximum of three hundred and seventy-five dollars (\$375).

28.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within three (3) days of the incident to the employee's supervisor.

28.03 This Article shall only apply in respect of personal effects which the employee would reasonably have in their possession during the normal performance of their duty.

ARTICLE 29
RELOCATION EXPENSES

- *29.01 The Relocation Policy of the Treasury Board Secretariat shall apply with respect to the relocation of employees.

ARTICLE 30
TERMINATION OF EMPLOYMENT

- 30.01 Except in the case of dismissal for just cause, thirty (30) calendar days' notice, in writing, shall be given to permanent or probationary employees whose services are to be terminated. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- 30.02 Except in the case of dismissal for just cause, fifteen (15) calendar days' notice, in writing, will be given to temporary employees whose services are to be terminated, provided that such employees are not hired for a specified time period. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- 30.03 (a) Permanent and probationary employees shall give the Director of Regional Services thirty (30) calendar days written notice, and temporary employees shall give fifteen (15) calendar days written notice of intention to terminate employment.
(b) When employees give written notice of their intention to terminate employment as per 30.03 (a), they will be permitted to withdraw such resignation within five (5) calendar days of its submission.
- 30.04 Vacation leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the employee and the Employer.
- 30.05 The period of notice may be reduced or eliminated by mutual agreement.
- 30.06 Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of a subsequent bumping by a redundant permanent employee, and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment, as per Schedule H. Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly. Employees who are re-employed with any Employer covered by the coalition negotiations shall be required to pay back part of any severance pay/pay in lieu of notice they received. The amount they have to pay back shall be based on the length of time they have been out of the employment from the Employer covered by the coalition negotiations. The amount repaid will be based on the net amount received by the employee and/or the amount paid to a financial institution on behalf of an employee.

ARTICLE 31
CONTRACTING OUT AND TECHNOLOGICAL CHANGE

31.01 Contracting Out

- (a) The Employer agrees that, in the event that one or more employees would become redundant as a result of a decision to contract out work, it will make every reasonable effort to provide continued employment for such employee(s). This would include referring the name(s) of the employee(s) involved to the Public Service Commission for possible relocation within the Public Service.
- (b) No contract service shall be implemented without the Union being given sixty days' notice of the Employer's intention to contract out the service.

31.02 Technological Change

- (a) Definition:
For the purpose of this article, technological change means the introduction of equipment, or processes different in nature, type or quantity from that previously utilized.
- (b) Advance Notice:
In the event that the Employer introduces a technological change which results in a position within the bargaining unit becoming redundant, then the Employer will notify the Union as soon as possible after becoming aware of the redundancy, but in any event, notice will be given no later than sixty calendar days before the introduction of the technological change.
- (c) Consultation:
Any such change shall be made only after the Union and the Employer have discussed the matter. The discussions shall take place within twenty-one days of the Employer's notification to the Union.
- (d) Training:
In the event that the Employer introduces a technological change which requires new or greater skills than those possessed by employees employed in the operation(s) being changed and where such employees would otherwise be terminated, then training shall be provided for the employee(s) affected who desire further training and who are able to be trained to perform the full scope of duties of a position within a three month period.
- (e) Additional Training:
Should the introduction of a technological change create a need for the perfection or acquisition of skills requiring a training period of greater than three months, and up to six months, the Employer will consider the feasibility of providing such training.

- (f) **Income Protection:**
An employee who is displaced from their job by virtue of technological change will be given the opportunity to fill other vacancies subject to Article 14. An employee who fills a vacancy as a result of technological change, which is at a lower salary range, shall have their new salary rate determined according to article 23.02(b).
- (g) Where an employee is not trained under 31.02(d) and 31.02(e) or is not able to fill a vacancy under 31.02(f), the employee will receive notice of termination and will be subject to the provisions of Article 15.
- (h) **No New Employees:**
No new employee(s) will be hired by the Employer to replace any employee(s) affected by the technological change until the employee(s) already employed, and affected by the change have been notified and allowed an opportunity to retrain in accordance with 31.02(d).
- (i) **Attrition Arrangement**
No employee will be laid off because of technological change or new method of operation unless such employee refuses, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required by the technological change or new method of operation.

ARTICLE 32
CLASSIFICATION

- 32.01 When an employee feels that their position has been unfairly or incorrectly classified, the employee may submit a request for review or appeal in accordance with the procedure outlined in Schedule B appended to this Agreement.
- 32.02 Classification decisions arising out of an employee's request for review or appeal shall be retroactive to the date the request was received by the Classification and Pay Division of Treasury Board.

ARTICLE 33
TERM OF AGREEMENT

*33.01 Duration

Except as otherwise provided in this agreement or in Clause 33.04, this collective agreement shall be effective from the date of signing and remain in full force and effect until March 31, 2026, and thereafter from year to year unless either party gives notice of its desire to commence negotiations for a renewal or revision of this agreement in accordance with clause 33.02.

33.02 Notice of Renewal or Amendment

Either party desiring to propose changes to this collective agreement may, within the seven (7) month period immediately prior to the expiry date of the agreement, give notice that it wishes to commence bargaining for a renewal or revision of this collective agreement.

33.03 Agreement to Continue in Force

The provisions of this collective agreement shall remain in effect during any period of negotiations for a renewal or revision thereof, and until such time as a new collective agreement is signed or either party exercises its respective right to strike or lockout, whichever occurs first.

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

33.05 Amendment by Mutual Consent

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

33.06 Retroactive cheques can be issued separately for the April 1, 2014, 2 % salary increase.

ARTICLE 34
ADVERSE WEATHER CONDITIONS

34.01 When a state of emergency is declared by the Employer or by the appropriate provincial or municipal authority for the work location concerned, all employees at that location who would otherwise have reported to or remained at work that day, shall be deemed to be on duty for the period of closure.

ARTICLE 35
AGREEMENT PRINTING

35.01 The Employer agrees to pay 50% of the cost of printing copies of the collective agreement for distribution to all members of the Union.

ARTICLE 36
ADVANCE NOTICE

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

ARTICLE 37
CRIMINAL OR LEGAL LIABILITY

- 37.01 The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an employee in the course of 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.

ARTICLE 38
PORTABILITY OF BENEFITS

- *38.01 Employees who are accepted for employment from another Employer or same Employer covered by Schedule I within one hundred and twenty (120) calendar days of resignation shall retain portability respecting:
- (i) accumulated sick leave credits;
 - (ii) accumulated annual leave entitlements; and
 - (iii) service for severance pay.

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

ARTICLE 39
SAFETY AND HEALTH

- 39.01 The mandate of Occupational, Health and Safety Committees shall be expanded to include environmental issues.

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

SIGNED on behalf of the Provincial Information and Library Resources Board by its authorized representatives in the presence of the witness thereto subscribing


Witness

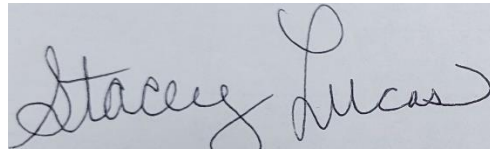


SIGNED on behalf of the Canadian Union of Public Employees by its proper officers in the presence of the witness thereto subscribing



Witness





***SCHEDULE A-1**
SALARY IMPLEMENTATION FORMULA

*** A-1 Salary Adjustment Formula:**

Effective April 1, 2022 - Increase all salary scales by two percent (2%) + Recognition Bonus

Effective April 1, 2023 – Increase all salary scales by two percent (2%)

Effective April 1, 2024 - Increase all salary scales by two percent (2%)

Effective April 1, 2025 - Increase all salary scales by two percent (2%)

Effective June 1, 2023, each bargaining unit employee will receive a one-time recognition bonus payment of \$2,000 pro-rated based on regular full time hours for the hours worked during the previous twelve (12) months.

Retroactivity will be applied to wages only.

Pay ranges identified in revised Schedule A-3 to become effective on the date of the Labour Relations Board Order 5179 on August 12, 2009.

It is the responsibility of the union to submit to the Employer by February 28, 2011 a final list identifying current addresses of Substitute Librarians who have worked since August 12, 2009 that the Employer has no known address.

SCHEDULE A-2
STEP PROGRESSION

A-2 Step Progression

- A. Employees shall continue to advance one (1) step annually on their respective salary scale for each twelve (12) months of accumulated service.
- B. New employees shall advance one (1) step on their respective salary scale effective the date when twelve (12) months of service is accumulated, and thereafter from year to year for each additional twelve (12) months of service accumulated.
- C. For the purpose of step progression, a month of service shall be considered to be a calendar month during which the employee is in receipt of full salary or wages from the Employer in respect of each working day in the month.
- D. Employees will be required to complete the equivalent of full-time hours in order to progress on the steps.

***SCHEDULE A-3**
PROVINCIAL INFORMATION AND LIBRARY RESOURCES BOARD
CLASSIFICATION TITLE PAY RANGE NUMBER

	<u>Pay Ranges</u>	<u>Spec. No.</u>
Accounting Clerk I	B006	CG-25
Accounting Clerk II	B007	CG-26
Administrative Officer I	B008	CG-27
Administrative Officer IA	B009	CG-28
Administrative Officer IB	B277	CG-29
Clerk I	B046	CG-15
Clerk IE	B051	CG-20
Clerk II	B054	CG-23
Clerk III	B055	CG-24
Clerk IV	B058	CG-27
Clerk IVB	B060	CG-29
Clerk Stenographer III	B064	CG-25
Clerk Typist I	B066	CG-22
Clerk Typist II	B067	CG-23
Clerk Typist III	B070	CG-26
Computer Support Specialist	B079	CG-29
LAN Administrator	B136	CG-36
Librarian I	E035	CG-37
Librarian II	E036	CG-37
Librarian IIB	E038	CG-39

Librarian III	E040	CG-41
Library Assistant	E041	CG-22
Library Clerk	E042	CG-21
Library Technician I	E043	CG-24
Library Technician II	E044	CG-24
Library Technician IIA	E045	CG-25
Library Technician III	E047	CG-27
Library Technician IV	E049	CG-29
Mail and Messenger Clerk I	B141	CG-14
Mail and Messenger Clerk II	B146	CG-19
Payroll Clerk I	B185	CG-25
Payroll Clerk II	B187	CG-27
Secretary I	B218	CG-25
Storekeeper I	B246	CG-24
Word Processing Equipment Operator I	B269	CG-22

**PUBLIC LIBRARIES BOARD
EFFECTIVE APRIL 1, 2022**

		STEP 1	STEP 2	STEP 3
CG-08	Hourly	\$17.42	\$17.98	\$18.55
	Bi-Weekly	\$1,219.40	\$1,258.60	\$1,298.50
	Annual	\$31,704.40	\$32,723.60	\$33,761.00
CG-09	Hourly	\$17.56	\$18.14	\$18.66
	Bi-Weekly	\$1,229.20	\$1,269.80	\$1,306.20
	Annual	\$31,959.20	\$33,014.80	\$33,961.20
CG-10	Hourly	\$17.69	\$18.24	\$18.81
	Bi-Weekly	\$1,238.30	\$1,276.80	\$1,316.70
	Annual	\$32,195.80	\$33,196.80	\$34,234.20
CG-11	Hourly	\$17.79	\$18.39	\$18.97
	Bi-Weekly	\$1,245.30	\$1,287.30	\$1,327.90
	Annual	\$32,377.80	\$33,469.80	\$34,525.40
CG-12	Hourly	\$17.97	\$18.57	\$19.11
	Bi-Weekly	\$1,257.90	\$1,299.90	\$1,337.70
	Annual	\$32,705.40	\$33,797.40	\$34,780.20
CG-13	Hourly	\$18.14	\$18.73	\$19.36
	Bi-Weekly	\$1,269.80	\$1,311.10	\$1,355.20
	Annual	\$33,014.80	\$34,088.60	\$35,235.20
CG-14	Hourly	\$18.32	\$18.94	\$19.58
	Bi-Weekly	\$1,282.40	\$1,325.80	\$1,370.60
	Annual	\$33,342.40	\$34,470.80	\$35,635.60
CG-15	Hourly	\$18.55	\$19.19	\$19.83
	Bi-Weekly	\$1,298.50	\$1,343.30	\$1,388.10
	Annual	\$33,761.00	\$34,925.80	\$36,090.60
CG-16	Hourly	\$18.75	\$19.46	\$20.09
	Bi-Weekly	\$1,312.50	\$1,362.20	\$1,406.30
	Annual	\$34,125.00	\$35,417.20	\$36,563.80

CG-17	Hourly	\$19.06	\$19.79	\$20.50
	Bi-Weekly	\$1,334.20	\$1,385.30	\$1,435.00
	Annual	\$34,689.20	\$36,017.80	\$37,310.00
CG-18	Hourly	\$19.27	\$20.00	\$20.76
	Bi-Weekly	\$1,348.90	\$1,400.00	\$1,453.20
	Annual	\$35,071.40	\$36,400.00	\$37,783.20
CG-19	Hourly	\$19.66	\$20.46	\$21.22
	Bi-Weekly	\$1,376.20	\$1,432.20	\$1,485.40
	Annual	\$35,781.20	\$37,237.20	\$38,620.40
CG-20	Hourly	\$20.03	\$20.88	\$21.74
	Bi-Weekly	\$1,402.10	\$1,461.60	\$1,521.80
	Annual	\$36,454.60	\$38,001.60	\$39,566.80
CG-21	Hourly	\$20.40	\$21.29	\$22.23
	Bi-Weekly	\$1,428.00	\$1,490.30	\$1,556.10
	Annual	\$37,128.00	\$38,747.80	\$40,458.60
CG-22	Hourly	\$20.78	\$21.75	\$22.79
	Bi-Weekly	\$1,454.60	\$1,522.50	\$1,595.30
	Annual	\$37,819.60	\$39,585.00	\$41,477.80
CG-23	Hourly	\$21.21	\$22.24	\$23.30
	Bi-Weekly	\$1,484.70	\$1,556.80	\$1,631.00
	Annual	\$38,602.20	\$40,476.80	\$42,406.00
CG-24	Hourly	\$21.97	\$23.08	\$24.21
	Bi-Weekly	\$1,537.90	\$1,615.60	\$1,694.70
	Annual	\$39,985.40	\$42,005.60	\$44,062.20
CG-25	Hourly	\$22.85	\$24.00	\$25.18
	Bi-Weekly	\$1,599.50	\$1,680.00	\$1,762.60
	Annual	\$41,587.00	\$43,680.00	\$45,827.60
CG-26	Hourly	\$23.59	\$24.87	\$26.11
	Bi-Weekly	\$1,651.30	\$1,740.90	\$1,827.70
	Annual	\$42,933.80	\$45,263.40	\$47,520.20

CG-27	Hourly	\$24.49	\$25.78	\$27.09
	Bi-Weekly	\$1,714.30	\$1,804.60	\$1,896.30
	Annual	\$44,571.80	\$46,919.60	\$49,303.80
CG-28	Hourly	\$25.36	\$26.71	\$28.09
	Bi-Weekly	\$1,775.20	\$1,869.70	\$1,966.30
	Annual	\$46,155.20	\$48,612.20	\$51,123.80
CG-29	Hourly	\$26.02	\$27.43	\$28.90
	Bi-Weekly	\$1,821.40	\$1,920.10	\$2,023.00
	Annual	\$47,356.40	\$49,922.60	\$52,598.00
CG-30	Hourly	\$26.72	\$28.22	\$29.68
	Bi-Weekly	\$1,870.40	\$1,975.40	\$2,077.60
	Annual	\$48,630.40	\$51,360.40	\$54,017.60
CG-31	Hourly	\$27.74	\$29.24	\$30.82
	Bi-Weekly	\$1,941.80	\$2,046.80	\$2,157.40
	Annual	\$50,486.80	\$53,216.80	\$56,092.40
CG-32	Hourly	\$28.63	\$30.22	\$31.82
	Bi-Weekly	\$2,004.10	\$2,115.40	\$2,227.40
	Annual	\$52,106.60	\$55,000.40	\$57,912.40
CG-33	Hourly	\$29.56	\$31.19	\$32.88
	Bi-Weekly	\$2,069.20	\$2,183.30	\$2,301.60
	Annual	\$53,799.20	\$56,765.80	\$59,841.60
CG-34	Hourly	\$30.55	\$32.27	\$34.03
	Bi-Weekly	\$2,138.50	\$2,258.90	\$2,382.10
	Annual	\$55,601.00	\$58,731.40	\$61,934.60
CG-35	Hourly	\$31.66	\$33.51	\$35.32
	Bi-Weekly	\$2,216.20	\$2,345.70	\$2,472.40
	Annual	\$57,621.20	\$60,988.20	\$64,282.40
CG-36	Hourly	\$32.88	\$34.79	\$36.70
	Bi-Weekly	\$2,301.60	\$2,435.30	\$2,569.00
	Annual	\$59,841.60	\$63,317.80	\$66,794.00

CG-37	Hourly	\$34.05	\$36.05	\$38.04
	Bi-Weekly	\$2,383.50	\$2,523.50	\$2,662.80
	Annual	\$61,971.00	\$65,611.00	\$69,232.80
CG-38	Hourly	\$35.29	\$37.32	\$39.37
	Bi-Weekly	\$2,470.30	\$2,612.40	\$2,755.90
	Annual	\$64,227.80	\$67,922.40	\$71,653.40
CG-39	Hourly	\$36.47	\$38.62	\$40.81
	Bi-Weekly	\$2,552.90	\$2,703.40	\$2,856.70
	Annual	\$66,375.40	\$70,288.40	\$74,274.20
CG-40	Hourly	\$37.65	\$39.91	\$42.12
	Bi-Weekly	\$2,635.50	\$2,793.70	\$2,948.40
	Annual	\$68,523.00	\$72,636.20	\$76,658.40

**PUBLIC LIBRARIES BOARD
EFFECTIVE APRIL 1, 2023**

		STEP 1	STEP 2	STEP 3
CG-08	Hourly	\$17.77	\$18.34	\$18.92
	Bi-Weekly	\$1,243.90	\$1,283.80	\$1,324.40
	Annual	\$32,341.40	\$33,378.80	\$34,434.40
CG-09	Hourly	\$17.91	\$18.50	\$19.03
	Bi-Weekly	\$1,253.70	\$1,295.00	\$1,332.10
	Annual	\$32,596.20	\$33,670.00	\$34,634.60
CG-10	Hourly	\$18.04	\$18.60	\$19.19
	Bi-Weekly	\$1,262.80	\$1,302.00	\$1,343.30
	Annual	\$32,832.80	\$33,852.00	\$34,925.80
CG-11	Hourly	\$18.15	\$18.76	\$19.35
	Bi-Weekly	\$1,270.50	\$1,313.20	\$1,354.50
	Annual	\$33,033.00	\$34,143.20	\$35,217.00
CG-12	Hourly	\$18.33	\$18.94	\$19.49
	Bi-Weekly	\$1,283.10	\$1,325.80	\$1,364.30
	Annual	\$33,360.60	\$34,470.80	\$35,471.80
CG-13	Hourly	\$18.50	\$19.10	\$19.75
	Bi-Weekly	\$1,295.00	\$1,337.00	\$1,382.50
	Annual	\$33,670.00	\$34,762.00	\$35,945.00
CG-14	Hourly	\$18.69	\$19.32	\$19.97
	Bi-Weekly	\$1,308.30	\$1,352.40	\$1,397.90
	Annual	\$34,015.80	\$35,162.40	\$36,345.40
CG-15	Hourly	\$18.92	\$19.57	\$20.23
	Bi-Weekly	\$1,324.40	\$1,369.90	\$1,416.10
	Annual	\$34,434.40	\$35,617.40	\$36,818.60
CG-16	Hourly	\$19.13	\$19.85	\$20.49
	Bi-Weekly	\$1,339.10	\$1,389.50	\$1,434.30
	Annual	\$34,816.60	\$36,127.00	\$37,291.80

CG-17	Hourly	\$19.44	\$20.19	\$20.91
	Bi-Weekly	\$1,360.80	\$1,413.30	\$1,463.70
	Annual	\$35,380.80	\$36,745.80	\$38,056.20
CG-18	Hourly	\$19.66	\$20.40	\$21.18
	Bi-Weekly	\$1,376.20	\$1,428.00	\$1,482.60
	Annual	\$35,781.20	\$37,128.00	\$38,547.60
CG-19	Hourly	\$20.05	\$20.87	\$21.64
	Bi-Weekly	\$1,403.50	\$1,460.90	\$1,514.80
	Annual	\$36,491.00	\$37,983.40	\$39,384.80
CG-20	Hourly	\$20.43	\$21.30	\$22.17
	Bi-Weekly	\$1,430.10	\$1,491.00	\$1,551.90
	Annual	\$37,182.60	\$38,766.00	\$40,349.40
CG-21	Hourly	\$20.81	\$21.72	\$22.67
	Bi-Weekly	\$1,456.70	\$1,520.40	\$1,586.90
	Annual	\$37,874.20	\$39,530.40	\$41,259.40
CG-22	Hourly	\$21.20	\$22.19	\$23.25
	Bi-Weekly	\$1,484.00	\$1,553.30	\$1,627.50
	Annual	\$38,584.00	\$40,385.80	\$42,315.00
CG-23	Hourly	\$21.63	\$22.68	\$23.77
	Bi-Weekly	\$1,514.10	\$1,587.60	\$1,663.90
	Annual	\$39,366.60	\$41,277.60	\$43,261.40
CG-24	Hourly	\$22.41	\$23.54	\$24.69
	Bi-Weekly	\$1,568.70	\$1,647.80	\$1,728.30
	Annual	\$40,786.20	\$42,842.80	\$44,935.80
CG-25	Hourly	\$23.31	\$24.48	\$25.68
	Bi-Weekly	\$1,631.70	\$1,713.60	\$1,797.60
	Annual	\$42,424.20	\$44,553.60	\$46,737.60
CG-26	Hourly	\$24.06	\$25.37	\$26.63
	Bi-Weekly	\$1,684.20	\$1,775.90	\$1,864.10
	Annual	\$43,789.20	\$46,173.40	\$48,466.60

CG-27	Hourly	\$24.98	\$26.30	\$27.63
	Bi-Weekly	\$1,748.60	\$1,841.00	\$1,934.10
	Annual	\$45,463.60	\$47,866.00	\$50,286.60
CG-28	Hourly	\$25.87	\$27.24	\$28.65
	Bi-Weekly	\$1,810.90	\$1,906.80	\$2,005.50
	Annual	\$47,083.40	\$49,576.80	\$52,143.00
CG-29	Hourly	\$26.54	\$27.98	\$29.48
	Bi-Weekly	\$1,857.80	\$1,958.60	\$2,063.60
	Annual	\$48,302.80	\$50,923.60	\$53,653.60
CG-30	Hourly	\$27.25	\$28.78	\$30.27
	Bi-Weekly	\$1,907.50	\$2,014.60	\$2,118.90
	Annual	\$49,595.00	\$52,379.60	\$55,091.40
CG-31	Hourly	\$28.29	\$29.82	\$31.44
	Bi-Weekly	\$1,980.30	\$2,087.40	\$2,200.80
	Annual	\$51,487.80	\$54,272.40	\$57,220.80
CG-32	Hourly	\$29.20	\$30.82	\$32.46
	Bi-Weekly	\$2,044.00	\$2,157.40	\$2,272.20
	Annual	\$53,144.00	\$56,092.40	\$59,077.20
CG-33	Hourly	\$30.15	\$31.81	\$33.54
	Bi-Weekly	\$2,110.50	\$2,226.70	\$2,347.80
	Annual	\$54,873.00	\$57,894.20	\$61,042.80
CG-34	Hourly	\$31.16	\$32.92	\$34.71
	Bi-Weekly	\$2,181.20	\$2,304.40	\$2,429.70
	Annual	\$56,711.20	\$59,914.40	\$63,172.20
CG-35	Hourly	\$32.29	\$34.18	\$36.03
	Bi-Weekly	\$2,260.30	\$2,392.60	\$2,522.10
	Annual	\$58,767.80	\$62,207.60	\$65,574.60
CG-36	Hourly	\$33.54	\$35.49	\$37.43
	Bi-Weekly	\$2,347.80	\$2,484.30	\$2,620.10
	Annual	\$61,042.80	\$64,591.80	\$68,122.60

CG-37	Hourly	\$34.73	\$36.77	\$38.80
	Bi-Weekly	\$2,431.10	\$2,573.90	\$2,716.00
	Annual	\$63,208.60	\$66,921.40	\$70,616.00
CG-38	Hourly	\$36.00	\$38.07	\$40.16
	Bi-Weekly	\$2,520.00	\$2,664.90	\$2,811.20
	Annual	\$65,520.00	\$69,287.40	\$73,091.20
CG-39	Hourly	\$37.20	\$39.39	\$41.63
	Bi-Weekly	\$2,604.00	\$2,757.30	\$2,914.10
	Annual	\$67,704.00	\$71,689.80	\$75,766.60
CG-40	Hourly	\$38.40	\$40.71	\$42.96
	Bi-Weekly	\$2,688.00	\$2,849.70	\$3,007.20
	Annual	\$69,888.00	\$74,092.20	\$78,187.20

**PUBLIC LIBRARIES BOARD
EFFECTIVE APRIL 1, 2024**

		STEP 1	STEP 2	STEP 3
CG-08	Hourly	\$18.13	\$18.71	\$19.30
	Bi-Weekly	\$1,269.10	\$1,309.70	\$1,351.00
	Annual	\$32,996.60	\$34,052.20	\$35,126.00
CG-09	Hourly	\$18.27	\$18.87	\$19.41
	Bi-Weekly	\$1,278.90	\$1,320.90	\$1,358.70
	Annual	\$33,251.40	\$34,343.40	\$35,326.20
CG-10	Hourly	\$18.40	\$18.97	\$19.57
	Bi-Weekly	\$1,288.00	\$1,327.90	\$1,369.90
	Annual	\$33,488.00	\$34,525.40	\$35,617.40
CG-11	Hourly	\$18.51	\$19.14	\$19.74
	Bi-Weekly	\$1,295.70	\$1,339.80	\$1,381.80
	Annual	\$33,688.20	\$34,834.80	\$35,926.80
CG-12	Hourly	\$18.70	\$19.32	\$19.88
	Bi-Weekly	\$1,309.00	\$1,352.40	\$1,391.60
	Annual	\$34,034.00	\$35,162.40	\$36,181.60
CG-13	Hourly	\$18.87	\$19.48	\$20.15
	Bi-Weekly	\$1,320.90	\$1,363.60	\$1,410.50
	Annual	\$34,343.40	\$35,453.60	\$36,673.00
CG-14	Hourly	\$19.06	\$19.71	\$20.37
	Bi-Weekly	\$1,334.20	\$1,379.70	\$1,425.90
	Annual	\$34,689.20	\$35,872.20	\$37,073.40
CG-15	Hourly	\$19.30	\$19.96	\$20.63
	Bi-Weekly	\$1,351.00	\$1,397.20	\$1,444.10
	Annual	\$35,126.00	\$36,327.20	\$37,546.60
CG-16	Hourly	\$19.51	\$20.25	\$20.90
	Bi-Weekly	\$1,365.70	\$1,417.50	\$1,463.00
	Annual	\$35,508.20	\$36,855.00	\$38,038.00

CG-17	Hourly	\$19.83	\$20.59	\$21.33
	Bi-Weekly	\$1,388.10	\$1,441.30	\$1,493.10
	Annual	\$36,090.60	\$37,473.80	\$38,820.60
CG-18	Hourly	\$20.05	\$20.81	\$21.60
	Bi-Weekly	\$1,403.50	\$1,456.70	\$1,512.00
	Annual	\$36,491.00	\$37,874.20	\$39,312.00
CG-19	Hourly	\$20.45	\$21.29	\$22.07
	Bi-Weekly	\$1,431.50	\$1,490.30	\$1,544.90
	Annual	\$37,219.00	\$38,747.80	\$40,167.40
CG-20	Hourly	\$20.84	\$21.73	\$22.61
	Bi-Weekly	\$1,458.80	\$1,521.10	\$1,582.70
	Annual	\$37,928.80	\$39,548.60	\$41,150.20
CG-21	Hourly	\$21.23	\$22.15	\$23.12
	Bi-Weekly	\$1,486.10	\$1,550.50	\$1,618.40
	Annual	\$38,638.60	\$40,313.00	\$42,078.40
CG-22	Hourly	\$21.62	\$22.63	\$23.72
	Bi-Weekly	\$1,513.40	\$1,584.10	\$1,660.40
	Annual	\$39,348.40	\$41,186.60	\$43,170.40
CG-23	Hourly	\$22.06	\$23.13	\$24.25
	Bi-Weekly	\$1,544.20	\$1,619.10	\$1,697.50
	Annual	\$40,149.20	\$42,096.60	\$44,135.00
CG-24	Hourly	\$22.86	\$24.01	\$25.18
	Bi-Weekly	\$1,600.20	\$1,680.70	\$1,762.60
	Annual	\$41,605.20	\$43,698.20	\$45,827.60
CG-25	Hourly	\$23.78	\$24.97	\$26.19
	Bi-Weekly	\$1,664.60	\$1,747.90	\$1,833.30
	Annual	\$43,279.60	\$45,445.40	\$47,665.80
CG-26	Hourly	\$24.54	\$25.88	\$27.16
	Bi-Weekly	\$1,717.80	\$1,811.60	\$1,901.20
	Annual	\$44,662.80	\$47,101.60	\$49,431.20

CG-27	Hourly	\$25.48	\$26.83	\$28.18
	Bi-Weekly	\$1,783.60	\$1,878.10	\$1,972.60
	Annual	\$46,373.60	\$48,830.60	\$51,287.60
CG-28	Hourly	\$26.39	\$27.78	\$29.22
	Bi-Weekly	\$1,847.30	\$1,944.60	\$2,045.40
	Annual	\$48,029.80	\$50,559.60	\$53,180.40
CG-29	Hourly	\$27.07	\$28.54	\$30.07
	Bi-Weekly	\$1,894.90	\$1,997.80	\$2,104.90
	Annual	\$49,267.40	\$51,942.80	\$54,727.40
CG-30	Hourly	\$27.80	\$29.36	\$30.88
	Bi-Weekly	\$1,946.00	\$2,055.20	\$2,161.60
	Annual	\$50,596.00	\$53,435.20	\$56,201.60
CG-31	Hourly	\$28.86	\$30.42	\$32.07
	Bi-Weekly	\$2,020.20	\$2,129.40	\$2,244.90
	Annual	\$52,525.20	\$55,364.40	\$58,367.40
CG-32	Hourly	\$29.78	\$31.44	\$33.11
	Bi-Weekly	\$2,084.60	\$2,200.80	\$2,317.70
	Annual	\$54,199.60	\$57,220.80	\$60,260.20
CG-33	Hourly	\$30.75	\$32.45	\$34.21
	Bi-Weekly	\$2,152.50	\$2,271.50	\$2,394.70
	Annual	\$55,965.00	\$59,059.00	\$62,262.20
CG-34	Hourly	\$31.78	\$33.58	\$35.40
	Bi-Weekly	\$2,224.60	\$2,350.60	\$2,478.00
	Annual	\$57,839.60	\$61,115.60	\$64,428.00
CG-35	Hourly	\$32.94	\$34.86	\$36.75
	Bi-Weekly	\$2,305.80	\$2,440.20	\$2,572.50
	Annual	\$59,950.80	\$63,445.20	\$66,885.00
CG-36	Hourly	\$34.21	\$36.20	\$38.18
	Bi-Weekly	\$2,394.70	\$2,534.00	\$2,672.60
	Annual	\$62,262.20	\$65,884.00	\$69,487.60

CG-37	Hourly	\$35.42	\$37.51	\$39.58
	Bi-Weekly	\$2,479.40	\$2,625.70	\$2,770.60
	Annual	\$64,464.40	\$68,268.20	\$72,035.60
CG-38	Hourly	\$36.72	\$38.83	\$40.96
	Bi-Weekly	\$2,570.40	\$2,718.10	\$2,867.20
	Annual	\$66,830.40	\$70,670.60	\$74,547.20
CG-39	Hourly	\$37.94	\$40.18	\$42.46
	Bi-Weekly	\$2,655.80	\$2,812.60	\$2,972.20
	Annual	\$69,050.80	\$73,127.60	\$77,277.20
CG-40	Hourly	\$39.17	\$41.52	\$43.82
	Bi-Weekly	\$2,741.90	\$2,906.40	\$3,067.40
	Annual	\$71,289.40	\$75,566.40	\$79,752.40

**PUBLIC LIBRARIES BOARD
EFFECTIVE APRIL 1, 2025**

		STEP 1	STEP 2	STEP 3
CG-08	Hourly	\$18.49	\$19.08	\$19.69
	Bi-Weekly	\$1,294.30	\$1,335.60	\$1,378.30
	Annual	\$33,651.80	\$34,725.60	\$35,835.80
CG-09	Hourly	\$18.64	\$19.25	\$19.80
	Bi-Weekly	\$1,304.80	\$1,347.50	\$1,386.00
	Annual	\$33,924.80	\$35,035.00	\$36,036.00
CG-10	Hourly	\$18.77	\$19.35	\$19.96
	Bi-Weekly	\$1,313.90	\$1,354.50	\$1,397.20
	Annual	\$34,161.40	\$35,217.00	\$36,327.20
CG-11	Hourly	\$18.88	\$19.52	\$20.13
	Bi-Weekly	\$1,321.60	\$1,366.40	\$1,409.10
	Annual	\$34,361.60	\$35,526.40	\$36,636.60
CG-12	Hourly	\$19.07	\$19.71	\$20.28
	Bi-Weekly	\$1,334.90	\$1,379.70	\$1,419.60
	Annual	\$34,707.40	\$35,872.20	\$36,909.60
CG-13	Hourly	\$19.25	\$19.87	\$20.55
	Bi-Weekly	\$1,347.50	\$1,390.90	\$1,438.50
	Annual	\$35,035.00	\$36,163.40	\$37,401.00
CG-14	Hourly	\$19.44	\$20.10	\$20.78
	Bi-Weekly	\$1,360.80	\$1,407.00	\$1,454.60
	Annual	\$35,380.80	\$36,582.00	\$37,819.60
CG-15	Hourly	\$19.69	\$20.36	\$21.04
	Bi-Weekly	\$1,378.30	\$1,425.20	\$1,472.80
	Annual	\$35,835.80	\$37,055.20	\$38,292.80
CG-16	Hourly	\$19.90	\$20.66	\$21.32
	Bi-Weekly	\$1,393.00	\$1,446.20	\$1,492.40
	Annual	\$36,218.00	\$37,601.20	\$38,802.40

CG-17	Hourly	\$20.23	\$21.00	\$21.76
	Bi-Weekly	\$1,416.10	\$1,470.00	\$1,523.20
	Annual	\$36,818.60	\$38,220.00	\$39,603.20
CG-18	Hourly	\$20.45	\$21.23	\$22.03
	Bi-Weekly	\$1,431.50	\$1,486.10	\$1,542.10
	Annual	\$37,219.00	\$38,638.60	\$40,094.60
CG-19	Hourly	\$20.86	\$21.72	\$22.51
	Bi-Weekly	\$1,460.20	\$1,520.40	\$1,575.70
	Annual	\$37,965.20	\$39,530.40	\$40,968.20
CG-20	Hourly	\$21.26	\$22.16	\$23.06
	Bi-Weekly	\$1,488.20	\$1,551.20	\$1,614.20
	Annual	\$38,693.20	\$40,331.20	\$41,969.20
CG-21	Hourly	\$21.65	\$22.59	\$23.58
	Bi-Weekly	\$1,515.50	\$1,581.30	\$1,650.60
	Annual	\$39,403.00	\$41,113.80	\$42,915.60
CG-22	Hourly	\$22.05	\$23.08	\$24.19
	Bi-Weekly	\$1,543.50	\$1,615.60	\$1,693.30
	Annual	\$40,131.00	\$42,005.60	\$44,025.80
CG-23	Hourly	\$22.50	\$23.59	\$24.74
	Bi-Weekly	\$1,575.00	\$1,651.30	\$1,731.80
	Annual	\$40,950.00	\$42,933.80	\$45,026.80
CG-24	Hourly	\$23.32	\$24.49	\$25.68
	Bi-Weekly	\$1,632.40	\$1,714.30	\$1,797.60
	Annual	\$42,442.40	\$44,571.80	\$46,737.60
CG-25	Hourly	\$24.26	\$25.47	\$26.71
	Bi-Weekly	\$1,698.20	\$1,782.90	\$1,869.70
	Annual	\$44,153.20	\$46,355.40	\$48,612.20
CG-26	Hourly	\$25.03	\$26.40	\$27.70
	Bi-Weekly	\$1,752.10	\$1,848.00	\$1,939.00
	Annual	\$45,554.60	\$48,048.00	\$50,414.00

CG-27	Hourly	\$25.99	\$27.37	\$28.74
	Bi-Weekly	\$1,819.30	\$1,915.90	\$2,011.80
	Annual	\$47,301.80	\$49,813.40	\$52,306.80
CG-28	Hourly	\$26.92	\$28.34	\$29.80
	Bi-Weekly	\$1,884.40	\$1,983.80	\$2,086.00
	Annual	\$48,994.40	\$51,578.80	\$54,236.00
CG-29	Hourly	\$27.61	\$29.11	\$30.67
	Bi-Weekly	\$1,932.70	\$2,037.70	\$2,146.90
	Annual	\$50,250.20	\$52,980.20	\$55,819.40
CG-30	Hourly	\$28.36	\$29.95	\$31.50
	Bi-Weekly	\$1,985.20	\$2,096.50	\$2,205.00
	Annual	\$51,615.20	\$54,509.00	\$57,330.00
CG-31	Hourly	\$29.44	\$31.03	\$32.71
	Bi-Weekly	\$2,060.80	\$2,172.10	\$2,289.70
	Annual	\$53,580.80	\$56,474.60	\$59,532.20
CG-32	Hourly	\$30.38	\$32.07	\$33.77
	Bi-Weekly	\$2,126.60	\$2,244.90	\$2,363.90
	Annual	\$55,291.60	\$58,367.40	\$61,461.40
CG-33	Hourly	\$31.37	\$33.10	\$34.89
	Bi-Weekly	\$2,195.90	\$2,317.00	\$2,442.30
	Annual	\$57,093.40	\$60,242.00	\$63,499.80
CG-34	Hourly	\$32.42	\$34.25	\$36.11
	Bi-Weekly	\$2,269.40	\$2,397.50	\$2,527.70
	Annual	\$59,004.40	\$62,335.00	\$65,720.20
CG-35	Hourly	\$33.60	\$35.56	\$37.49
	Bi-Weekly	\$2,352.00	\$2,489.20	\$2,624.30
	Annual	\$61,152.00	\$64,719.20	\$68,231.80
CG-36	Hourly	\$34.89	\$36.92	\$38.94
	Bi-Weekly	\$2,442.30	\$2,584.40	\$2,725.80
	Annual	\$63,499.80	\$67,194.40	\$70,870.80

CG-37	Hourly	\$36.13	\$38.26	\$40.37
	Bi-Weekly	\$2,529.10	\$2,678.20	\$2,825.90
	Annual	\$65,756.60	\$69,633.20	\$73,473.40
CG-38	Hourly	\$37.45	\$39.61	\$41.78
	Bi-Weekly	\$2,621.50	\$2,772.70	\$2,924.60
	Annual	\$68,159.00	\$72,090.20	\$76,039.60
CG-39	Hourly	\$38.70	\$40.98	\$43.31
	Bi-Weekly	\$2,709.00	\$2,868.60	\$3,031.70
	Annual	\$70,434.00	\$74,583.60	\$78,824.20
CG-40	Hourly	\$39.95	\$42.35	\$44.70
	Bi-Weekly	\$2,796.50	\$2,964.50	\$3,129.00
	Annual	\$72,709.00	\$77,077.00	\$81,354.00

SCHEDULE B
THE CLASSIFICATION REVIEW AND APPEAL PROCESS

A. Definitions

1. “Appeal” means a request by an employee to the Classification Appeal Adjudicator to review specific factor allocations determined by the Classification & Organizational Design Division that they 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 co-ordination with the Public Service Commission, and the Treasury Board Secretariat.
7. The Classification Appeal Adjudicator may render decisions based on the information provided or may hold hearings if deemed necessary. The appellant may be required to appear at any time and in any place in the province deemed desirable.
8. The Classification Appeal Adjudicator shall only consider and rule upon the factors challenged by an individual employee, or group of employees having identical classifications, provided that such employee or group shall first have submitted their request in accordance with Section 3 of Part B and shall have been notified in writing of the Classification & Organizational Design Division's decision on the request.
9. The Classification Appeal Adjudicator has the right to refuse to receive or hear an appeal if it considers that the grounds on which the appeal was submitted are irrelevant or not in accordance with Sections 1 and 2 of Part B.
10. The employing organization concerned shall allow time off from regular duties to any employee who is required by the Classification Appeal Adjudicator to appear before them and, in respect of such absence; the employee shall be regarded as being O.H.M.S. It is the responsibility of the employee to obtain the prior approval of the permanent head before absenting themselves from their duties for this purpose.

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

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

***SCHEDULE C**

**Special Groups Excluded from
the Bargaining Unit:**

Executive Director

Director Regional Services

Director Library Operations

Director, Financial Operations

Director of Information Technology and Information Management

Human Resources Consultant

Manager of Technical Services

Division Manager

Assistant Division Manager

Librarian I

Librarian II

Librarian IIB

Librarian III

Secretary to the Executive Director

Secretary to the Human Resources Consultant

Secretary to the Director of Regional Services

Full time high school or university students working less than ten (10) hours per week

***SCHEDULE D**

The following are the sections of Newfoundland and Labrador's Human Rights Act 2010 referred to in Clause 3.03:

Harassment in establishment prohibited

17. A person in an establishment shall not harass another person in the establishment on the basis of a prohibited ground of discrimination as outlined in the Human Rights Act 2010.

1988 c62 s13; 1997 c18 s2

Sexual solicitation prohibited

18. (1) A person who is in a position to confer, grant or deny a benefit or advancement to another person shall not engage in sexual solicitation or make a sexual advance to that person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome.

(2) A person who is in a position to confer or deny a benefit or advancement to another person shall not penalize, punish or threaten reprisal against that person for the rejection of a sexual solicitation or advance.

1988 c62 s14

SCHEDULE E

(LOCATION OF COMMUNITY LIBRARIANS)

<u>LIBRARY</u>	<u>NUMBER OF STAFF IN LIBRARY</u>
Eastern Division Libraries	
Arnold's Cove	1
Bay Roberts	2
Bell Island	1
Bonavista	1
Brigus	1
Burin	1
Carbonear	2
Catalina	1
Clarenville	1
Conception Bay South	2
Fortune	1
Fox Harbour	1
Garnish	1
Grand Bank	1
Harbour Grace	1
Holyrood	1
Marystown	1
Mount Pearl	2
Old Perlican	1
Placentia	2
Pouch Cove	1
St. Bride's	1
St. Lawrence	1
Southern Harbour	1
Torbay	1
Trepassey	1
Victoria	1
Whitbourne	1
Winterton	1

LIBRARY**NUMBER OF STAFF IN LIBRARY**

Central Division

Baie Verte	1
Botwood	1
Bishop's Falls	1
Buchans	1
Carmanville	1
Centreville	1
Change Islands	1
Fogo Island	1
Gambo	1
Gander	4
Gaultois	1
Glenwood	1
Glovertown	1
Grand Falls	4
Greenspond	1
Harbour Breton	1
Hare Bay	2
Harry's Harbour	1
Hermitage	1
King's Point	1
La Scie	1
Lewisporte	1
Lumsden	1
Musgrave Harbour	1
Norris Arm	1
Point Leamington	1
Robert's Arm	1
St. Alban's	1
Seal Cove	1
Springdale	1
Summerford	1
Twillingate	1
Wesleyville	2

LIBRARY**NUMBER OF STAFF IN LIBRARY****Western Newfoundland/Labrador Division**

Burgeo	1
Cartwright	1
Cormack	1
Corner Brook	3
Cape St. George	1
Codroy Valley	1
Cow Head	1
Daniel's Harbour	1
Deer Lake	3
Happy Valley-Goose Bay	2
Labrador City	2
L'Anse au Loup	1
Lark Harbour	1
Lourdes	1
Norris Point	1
Pasadena	2
Port au Port	2
Port aux Basques	2
Port Saunders	1
Ramea	1
Rocky Harbour	1
Sop's Arm	1
St. Anthony	1
St. Fintan's	1
St. George's	1
Stephenville	2
Stephenville Crossing	1
Wabush	2
Woody Point	1

***SCHEDULE F**
LABRADOR BENEFITS AGREEMENT



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,

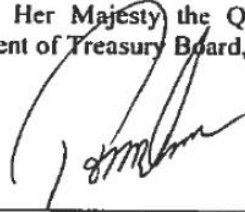


Lisa Curran
Chief Negotiator
Collective Bargaining Division

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

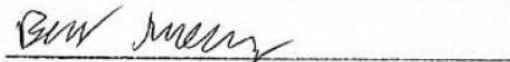

College of the North Atlantic
for
Bruce Hallett

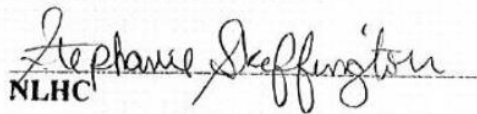
SIGNED on behalf of Labrador-Grenfell Regional Health Authority


Witness


Labrador-Grenfell RHA


SIGNED on behalf of the Newfoundland and Labrador Housing Corporation


Witness


NLHC

SIGNED on behalf of the Newfoundland and Labrador School Boards Association


Witness


NLSBA

SIGNED on behalf of the Newfoundland Liquor Corporation



Witness


Newfoundland Liquor Corporation

SIGNED on behalf of the Municipal Assessment Agency



Witness


Municipal Assessment Agency

SIGNED on behalf of the Canadian Union of Public Employees

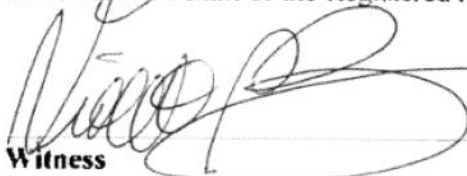


Witness



CUPE

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



Witness

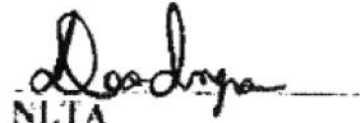


RNUNL

SIGNED on behalf of the Newfoundland and Labrador Teachers' Association



Witness



NLTA

SCHEDULE G

ARTICLE 15 - LIST OF REGIONS

The following is a list of the regions and the libraries located in each region for the purpose of this Article. The regions and the number and location of libraries in each region are subject to change as determined by the Employer.

REGIONS

Eastern Division

Eastern Division Headquarters
Arnold's Cove Library
Bay Roberts Library
Bell Island Library
Bonavista Library
Brigus Library
Burin Library
Carbonear Library
Catalina Library
Clarenville Library
Conception Bay South Library
Fortune Library
Fox Harbour Library
Garnish library
Grand Bank Library
Harbour Grace Library
Holyrood Library
Marystown Library
Mount Pearl Library
Old Perlican Library
Placentia Library
Pouch Cove Library
St. Bride's Library
St. Lawrence Library
Southern Harbour Library
Torbay Library
Trepassey Library
Victoria Library
Whitbourne Library
Winterton Library

Provincial Resource Division

A.C. Hunter Adult Library
A.C. Hunter Children's Library
Marjorie Mews Library
Michael Donovan Library

IT Eastern

For the purposes of this Article, IT Eastern and the Provincial Resource Division shall be included in Eastern Division.

Central Division

Central Division Headquarters
Baie Verte Library
Bishop's Falls Library
Botwood Library
Buchans Library
Carmanville Library
Centreville Library
Change Islands Library
Fogo Island Library
Gander Library
Gambo Library
Gaultois Library
Glenwood Library
Glovertown Library
Greenspond Library
Grand Falls-Windsor Library
Harbour Breton Library
Hare Bay Library
Harry's Harbour Library
Hermitage Library
King's Point Library
La Scie Library
Lewisporte Library
Lumsden Library
Musgrave Harbour Library
Norris Arm Library
Point Leamington Library
Roberts Arm Library
St. Alban's Library
Seal Cove Library
Springdale Library
Summerford Library

Twillingate Library
Wesleyville, Library

IT Central

For the purposes of this Article, IT Central shall be included in Central Division.

West Newfoundland/Labrador Division

Western Newfoundland/Labrador Division Headquarters
Bay St. George Library
Burgeo Library
Cape St. George Library
Cartwright Library
Codroy Valley Library
Cormack Library
Corner Brook City Library
Cow Head Library
Daniel's Harbour Library
Deer Lake Library
Happy Valley Library
Labrador City Library
L'Anse Au Loup Library
Lark Harbour Library
Lourdes Library
Norris Point Library
Pasadena Library
Port au Port Library
Port aux Basques Library
Port Saunders Library
Ramea Library
Rocky Harbour Library
Sops Arm Library
St. Anthony Library
St. George's Library
Stephenville Library
Stephenville Crossing Library
Wabush Library
Woody Point Library

IT Western

For the purposes of this Article, IT Western, the Administration Division, and the Technical Services Division shall be included in Western Division.

SCHEDULE H

NUMBER OF WEEKS OF PAY IN LIEU OF NOTICE

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

SCHEDULE I
AGREEMENTS (NAPE)

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

AGREEMENTS (CUPE)

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

SCHEDULE J

Worksites

1. Arnold's Cove, Southern Harbour, Clarendville, Bonavista, Catalina
2. Baie Verte, Seal Cove, La Scie
3. Bay Roberts, Brigus, Harbour Grace, Carbonear, Victoria, Old Perlican, Winterton
4. Bishops Falls, Grand Falls, Botwood, Norris Arm, Point Leamington
5. Burin, Marystown, St. Lawrence, Fortune, Grand Bank, Garnish
6. Stephenville, Stephenville Crossing, Port au Port, Lourdes, Cape St. George, St. George's, St. Fintan's, Headquarters (Administration & Technical Services)
7. Glovertown, Gambo, Centreville, Hare Bay, New Wes Valley, Lumsden, Musgrave Harbour, Carmanville, Greenspond
8. Gander, Glenwood, Lewisporte, Central Division, Summerford, Twillingate
9. Codroy Valley, Port Aux Basques
10. Conception Bay South, Mt. Pearl, St. John's, Torbay, Pouch Cove, Holyrood, Bell Island, Eastern Division
11. Cormack, Deer Lake, Norris Point, Woody Point, Rocky Harbour, Cow Head,
12. Pasadena, Corner Brook, Lark Harbour, Western Division
13. Port Saunders, Daniel's Harbour
14. Fox Harbour, Placentia, Whitbourne, St. Bride's
15. Harbour Breton, Hermitage, St. Alban's, Gaultois
16. Harry's Harbour, Springdale, Roberts Arm, Kings Point,
17. Labrador City, Wabush
18. Trepassy
19. Ramea
20. Burgeo

21. Happy Valley Goose Bay

22. Lanse au Loup

23. Cartwright

24. St. Anthony

25. Fogo

26. Buchans

27. Change Islands

28. Sop's Arm

29. Central Information Management, Eastern Information Management, Western Information Management

MEMORANDUM OF UNDERSTANDING

RE: Substitute Librarians

The Employer and the Union agree to the following in the utilization of Substitute Librarians:

1. Substitute Librarians in multi-person libraries may be used after all qualified and able part-time employees in the library affected have been given an opportunity to work up to full-time daily/weekly hours, in accordance with the opening hours of the library affected.
2. Extra hours offered to part-time staff up to full-time daily/weekly hours are considered to be extra hours and are not considered to be a change in the employee's work schedule.
3. Establish an Employer/Union working committee to resolve outstanding issues such as where there is an overlap of hours, library opening hours, etc.



Dawn Learning
National Representative
Canadian Union of Public Employees

Raelene Lee
Chief Negotiator

MEMORANDUM OF UNDERSTANDING - 2004
AGREEMENT ON PENSIONS

The Parties agree to the following:

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

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING - 2004

HEALTH INSURANCE

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

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

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

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

1. Employees determined to be eligible for coverage under the Desjardin Plan shall be continued for the full twelve (12) month period commencing April 1st of each year as long as they remain actively employed and pay the required premiums.
2. Temporary employees covered under this Agreement who are determined to be eligible will access group insurance programs that are currently available.
3. Premiums for these employees must be collected through payroll deductions.
4. Employees who accessed Maternity, Adoption and/or Parental Leave during the previous calendar year will be allowed to count, for eligibility purposes, the hours worked during such leave by the next senior employee in that period.

5. Premiums for employees who are off payroll for one (1) or more periods will be recovered from the next cheque unless extenuating circumstances exist. This procedure for the recovery of premiums applies only to health care groups. Existing arrangements for the recovery of premiums in other sectors shall continue for the life of that Agreement.
6. Employees who miss a payroll for reasons other than approved unpaid sick leave are required to pay 100% of the premiums.
7. Employees on unpaid sick leave are required to present supporting medical documentation to the Employer during the current pay period.
8. If necessary, a further review of the premium recovery process will occur within six (6) months of the signing of the relevant Collective Agreements.

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

9. Group Insurance Committee Membership

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

MEMORANDUM OF UNDERSTANDING

***Call in Guidelines and Procedures Lists for Casual and Substitute Employees and Substitute Librarians**

The following guidelines and procedures shall be used when scheduling casual and substitute employees:

1. Casual and substitute employees shall have a primary library designated which shall be the library for which they were initially hired. Initial placement of employees on the primary list shall be determined by the employee's initial date of hire.
2. Casual, substitute, and part-time employees may choose to designate secondary libraries, which shall be any library for which they were not initially hired. Such requests have to be made in writing to the Division Manager and addition to the list for the secondary library will be made upon request to the Division Manager. Such request shall not be unreasonably denied. Placement on the secondary list shall be determined by the employee's initial date of hire in that location.
3. Each library location shall maintain a call-in list arranged as follows:
 - a. Where applicable, list of part-time employees already employed in the location by seniority.
 - b. List of casual and substitute employees who have designated the library location as their primary location as per #1.
 - c. List of part-time employees in the organization who have elected to be available for call-in for other library locations by seniority as per #2.
 - d. List of casual and substitute employees who have designated this library location as their secondary location as per #2.
4. The Employer shall send notice to all casual and substitute employees that they are required to notify the Employer between April 1st and April 30th of each year of their intention to remain active on any call-in list. In the event that a casual and/or substitute employee has placed their name on more than one call-in list, they shall ensure that each library is notified of their intention to remain active on said list.
5. Any changes to the call-in lists shall be reported to the Divisional Office.
6. Available shifts in any location shall be offered to part-time employees currently employed in the affected location, on the basis of seniority. The total number of hours worked by part-time employees may not exceed the normal hours of work as defined in Article 16.01(a).
7. If there are no part-time employees employed in the affected location or the location is sole charge, those employees listed on the primary list, as per A, for the affected location will be offered the available shifts and offers will continue in order of date of hire until accepted.

8. If the primary list, as per B, is exhausted, available shifts may be offered to part-time staff employed in the organization who have indicated their availability, as per #2, by seniority.
9. If the part-time list, as per C, is exhausted, available shifts may be offered to those casual and substitute employees that indicated the affected library as their secondary location as per #2.

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 and Labrador is building a new structure to expand on an existing service, or replacing or expanding an existing structure, through the utilization of the Public Private Partnership (P3) Model, and 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.

October 4, 2018

Ms. Dawn Learning
National Representative
Canadian Union of Public Employees
15 International Place, Suite 102
St. John's, NL A1A 0L4

Dear Ms. Learning:

Re: Time Off For Ratification Vote

The Union and the Employer agree that following tentative agreement of the Collective Agreement, two (2) representatives of the Union (bargaining unit members) will make a trip across the Province to meet with employees for the purpose of ratifying the Collective Agreement. All expenses incurred by the Union representatives, other than wages and benefits, will be the responsibility of the Union.

This trip will not exceed five (5) working days and there will be no loss of service or seniority for time spent on this trip.

Sincerely,

A handwritten signature in black ink, appearing to read "Raelene Lee", is placed within a light gray rectangular box.

Raelene Lee
Chief Negotiator

October 8, 2018

Ms. Raelene Lee
Chief Negotiator

Dear Ms. Lee:

Re: Clause 4.02 (b)

Notwithstanding Clause 4.02(b), the Union agrees that the Employer may use volunteers associated with community youth groups such as Boy Scouts, Girl Guides, Pathfinders, and participants in the Duke of Edinburgh Award Program in working towards fulfilment of their program requirements, provided the normal hours of work of bargaining unit employees will not be reduced as a result of volunteers being present.

Yours truly,

Dawn Learning
National Representative

October 4, 2018

Ms. Dawn Learning
National Representative
Canadian Union of Public Employees
15 International Place, Suite 102
St. John's, NL A1A 0L4

Dear Ms. Learning:

Re: Employee Contact Information

This is to confirm the understanding reached during negotiations that the Employer will provide to the Union a list of names of its members along with each employee's mailing address, telephone number and classification in an electronic format once a calendar year and no later than June 30th of each year.

Sincerely,

A handwritten signature in black ink, appearing to read "Raelene Lee", is placed over a light grey rectangular background.

Raelene Lee
Chief Negotiator

October 4, 2018

Ms. Dawn Learning
National Representative
Canadian Union of Public Employees
15 International Place, Suite 102
St. John's, NL A1A 0L4

Dear Ms. Learning:

Re: Working Alone

The Employer confirms that it continues work on the Working Alone Program. It has been reviewing and continues to review mechanisms and processes that can most effectively be used for checks for employees who work alone. This review will include a consideration of the following:

- a) the establishment of an effective communication system that may consist of:
 - i) radio communication;
 - ii) phone or cellular communication; or
 - iii) any other means that provides effective communication in view of the risks involved.

- b) And may include any of the following:
 - i) regular contact by the Employer with the Employee;
 - ii) limitations on, or prohibitions of, specific activities;
 - iii) establishment of minimum training or experience, or other standards of competency;
 - iv) provision of personal protective equipment;
 - v) establishment of safe work practices or procedures; or
 - vi) provision of emergency supplies for use in travelling under conditions of extreme weather conditions.

The Employer further confirms that this review shall be completed and process to check upon employees working alone shall be in place by December 31, 2018.

Sincerely,



Raelene Lee
Chief Negotiator

October 4, 2018

Ms. Dawn Learning
National Representative
Canadian Union of Public Employees
15 International Place, Suite 102
St. John's, NL A1A 0L4

Dear Ms. Learning:

Re: Sick Leave

The parties agree to the establishment of a committee composed of an equal number of union and Government representatives (to a maximum of 8 committee members in total) to explore sick leave utilization of the unionized workforce throughout the public service of Newfoundland Labrador and to make non-binding recommendations to CUPE and Government.

The terms of reference for the committee shall be determined prior to the commencement of their meetings.

Sincerely,

A handwritten signature in black ink, appearing to read "Raelene Lee", is enclosed in a light grey rectangular box.

Raelene Lee
Chief Negotiator

April 1, 2020

Ms. Dawn Learning
National Representative
Canadian Union of Public Employees
15 International Place, Suite 102
St. John's, NL A1A 0L4

Dear Ms. Learning:

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 the this Letter of Understanding.

For the purposes of this clause the definition of public service shall be limited to those employers covered by one the following 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,

A handwritten signature in cursive script, appearing to read "Lisa Curran", is written over a light gray rectangular background.

Lisa Curran
Chief Negotiator

October 4, 2018

Ms. Dawn Learning
National Representative
Canadian Union of Public Employees
15 International Place, Suite 102
St. John's, NL A1A 0L4

Dear Ms. Learning:

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.

Sincerely,

A handwritten signature in black ink, appearing to read 'Raelene Lee', is placed on a light grey rectangular background.

Raelene Lee
Chief Negotiator

August 1, 2023

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

Dear Ms. Pinder:

***Re: Letter of Commitment**

This letter confirms the Employer's intention to meet with employees and explore solutions to address the Union's concerns with completion of required tasks outside the library that support library operations.

Sincerely,



Fiona Ellis
Director of Collective Bargaining

August 1, 2023

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

Dear Ms. Pinder:

***Re: Optional Deferred Payment of Severance**

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

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

Sincerely,



Fiona Ellis
Director of Collective Bargaining

August 1, 2023

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

Dear Ms. Pinder:

***Re: Director of Regional Services**

This letter confirms the Parties understanding that the positions of Director of Regional Services and the Director of Library Operations are interchangeable when referenced throughout this agreement. The two positions are the same.

Sincerely,



Fiona Ellis
Director of Collective Bargaining

August 1, 2023

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

Dear Ms. Pinder:

***Re: 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.

Sincerely,



Fiona Ellis
Director of Collective Bargaining

August 1, 2023

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

Dear Ms. Pinder:

***Re: Remote Work/Telework**

The parties recognize the benefits of access to E-Work arrangements for Employees and Employers. The parties also recognize the value in conducting a review of the current policies and practices regarding e-work arrangements within their respective employers represented by CUPE.

Within six (6) months of signing 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.

Sincerely,



Fiona Ellis
Director of Collective Bargaining

August 1, 2023

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

Dear Ms. Pinder:

***Re: Public Health Emergency**

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

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

- 1) Self-Isolation – employees directed by their Employer or Public Health – Department of Health and Community Services to self-isolate, and who are asymptomatic of a public health illness may (where applicable - this may be dependent on vaccination or other considerations deemed appropriate by the Employer) be placed on special leave with pay for the hours in which they are unable to report to work up to 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.

Sincerely,

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

Fiona Ellis
Director of Collective Bargaining

August 1, 2023

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

Dear Ms. Pinder:

***Re: 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 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.

Sincerely,



Fiona Ellis
Director of Collective Bargaining

August 1, 2023

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

Dear Ms. Pinder:

***Re: Statutory Holiday Replacement**

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

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

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

Where the specific date(s) of cultural or religious significance are not yet confirmed on or before November 15 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 be unreasonably be denied.

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

- (a) The newly designated holiday days will attract all benefits of the collective agreement as if that day were the actual statutory holiday that they are designated to replace.
- (b) The replaced statutory holiday(s) will become a regular day, whether it be a workday or a day of rest, and will not attract any additional benefit previously attributable to it as a statutory holiday: all such benefits will have transferred to the designated replacement day(s).

- (c) Where the Employer does not provide service on a day described under b) above, and where the employee is scheduled to work on that day of the week, the Employer will make reasonable efforts to provide meaningful work, 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.

Sincerely,



Fiona Ellis
Director of Collective Bargaining