

THIS AGREEMENT made this 4<sup>th</sup> Day of May Anno Domini, Two thousand and four

**BETWEEN**

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

THE BOARD OF GOVERNORS OF THE COLLEGE OF THE NORTH  
ATLANTIC ,

of the one part;

**AND**

THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES, a body corporate organized and existing under the laws of the Province of Newfoundland and Labrador and having its Registered Office in the City of St. John's aforesaid (hereinafter called the "Union");

of the other part.

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

12/14/03

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**Explanation of Codes**

- \* Denotes Clauses where language has changed from previous collective agreement.
- \*\* Denotes Articles that have been renumbered from previous collective agreement.

## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union and to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.

## **ARTICLE 2**

### **EFFECT OF LEGISLATION**

- 2.01 In the event that any future legislation renders null and void any provision of this Agreement, the remaining provisions shall remain in effect during the term of this Agreement.
- 2.02 Notwithstanding the no strike and no lockout provisions of the Agreement, notice to re-open negotiations may be issued by either party in the event that the Provincial Government passes legislation to amend any provision of this agreement. Failing agreement, the parties may exercise the right to strike or lock out. Negotiations are to be conducted in accordance with the applicable legislation.

## **ARTICLE 3**

### **EMPLOYER RULES, REGULATIONS AND POLICIES**

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

## **ARTICLE 4**

### **PERSONAL AND SEXUAL HARASSMENT**

- 4.01 **Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading,

promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his/her membership or activity in the Union.

- 4.02** The Employer and the Union agree that all members of the College community are entitled to pursue their duties or studies in an environment free from harassment by members of the College community. Individuals who engage in harassment shall be subject to discipline up to and including dismissal. For the purpose of this Article, a member of the College community is anyone appointed, contracted, employed or registered as a student, by the College.
- 4.03** For the purpose of this Article, harassment is defined as:
- (a)** Harassment based on race, religion, religious creed, sex, marital status, physical or mental disability, political opinion, colour, or ethnic, national or social origin, is any behaviour that is directed at, or is offensive to a member of the College community, endangers a member's job, or academic standing, undermines performance or threatens the economic livelihood of the member.
  - (b)** Harassment of a sexual nature is comprised of sexual comments, gestures, or physical contact that the individual knows or ought reasonably to know to be unwelcome, objectionable or offensive. The behaviour may be on a one-time basis or series of incidents, however minor. Harassment of a sexual nature is unsolicited, one-sided and/or coercive. Both males and females may be the victims of such actions.
- 4.04** Both parties support the principles espoused in Section 9 of the Newfoundland Human Rights Code (as amended by Chapter H.14 RSN 1970) and agree to co-operate fully with any investigation held by the Human Rights Commission with regard to a complaint by a member of the College community.
- \*4.05** The Employer shall undertake to investigate alleged occurrences with all possible dispatch. The Employer and the Union agree the victim shall be protected from repercussions which may result from his/her complaint.
- 4.06** Subject to Clause 12:11 (b), employees shall have access to the Grievance and Arbitration Procedure for grievances relating to this Article.

**ARTICLE 5**

**DEFINITIONS**

- 5.01 (a) "Bargaining unit" means the bargaining unit recognized in accordance with Article 6.
- (b) "Classification" means the identification of a position by reference to a class title and pay range number.
- (c) "College" means College of the North Atlantic.
- (d) "Day" means a working day unless otherwise stipulated in this Agreement.
- (e) "Day ~~of~~ rest" means a calendar day on which an employee is not ordinarily required to perform the duties of his/her position other than:
- (i) a designated holiday;
  - (ii) a calendar day on which the employee is on leave of absence.
- (f) "Demotion" means an action which causes the movement of an employee from his/her existing classification to a classification carrying a lower pay range number.
- (g) "Dismissal" means the termination of an employee for just cause, but does not refer to the termination of a probationary employee for reasons of unsuitability or incompetence, as assessed by the Employer.
- (h) "Employee" or "employees" where used is a collective term except as otherwise provided herein, including all persons employed in categories of employment contained in the bargaining unit as prescribed in Article 6.
- (i) "Employer" means the Board of Governors of the College of the North Atlantic.
- (j) "Grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.
- (k) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a calendar day designated as a holiday in this Agreement.

- \* (l) "layoff" means a temporary cessation of employment due to a lack of work or abolition of a post. Employees who have a reduction in their hours of work shall have access to the lay-off provisions of Article 40.
- (m) "Leave of Absence" means absence from duty with the permission of the Employer.
- (n) "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.
- (o) "Notice" means in writing which is hand delivered or delivered by registered mail.
- (p) "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 work week.
- (q) "Permanent employee" means a person who has completed his/her probationary period and is employed on a full time basis without reference to any specified date of termination of service.
- (r) "President" means the President of the College of the North Atlantic or any official authorized by him/her to act on his/her behalf.
- (s) "Probationary employee" means a person who is employed but who has worked less than the prescribed probationary period.
- (t) "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, for whom the probationary period of six (6) months shall commence immediately following such training. For part-time and temporary employees, the probationary period shall be six (6) months of cumulative service in working hours or days.
- (u) "Promotion" means an action which causes the movement of an employee from his/her existing classification to a classification giving a higher pay range number.
- (v) "Reclassification" means any change in the current classification of an existing position.
- (w) "Scheduled" means in writing and posted in an accessible place to all employees.



- \***(x)** "service" means any period of employment excluding overtime either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer 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.
  
- \***(y)** "Seniority" means the length of service an employee has with the Employer in a bargaining unit position which is paid on the CN Scale, or service in a non-supervisory position which is paid on a Management Pay Plan, and subject to Clause 37.02, shall date from the last entry into employment with the Employer. Seniority shall also include the seniority an employee had accumulated in an MOS, GS or CI position with the Provincial Colleges. New employees hired after July 1, 2004 into non-bargaining unit CN positions or non-supervisory non-management positions paid on the Management Pay Plan shall not have such service counted for seniority should they obtain a bargaining unit position.
  
- (z)** "Standby" means any period of time during which, on the instructions of the President, an employee is required to be available for recall to work.
  
- (aa)** "Shift" means the normal consecutive working hours scheduled for each employee which occurs in any twenty-four **(24)** hour period. There will normally be three (3) shifts; day, evening, and night. The first shift of each day shall be the shift commencing at 0001 hours to 0800 hours.
  
- (bb)** "Temporary employee" means a person who is employed for a specific period for the purpose of performing certain specified work, and who may be laid off at the end of such period or upon completion of such work.
  
- (cc)** "Transfer" means the movement of an employee from one (I) position to another which does not result in a promotion or demotion.
  
- (dd)** "Union" means the Newfoundland and Labrador Association of Public and Private Employees.
  
- (ee)** "Vacancy" means an opening in a permanent, sessional or temporary position which is in excess of thirteen (13) weeks duration, and in respect of which there is no employee eligible for recall.
  
- (ff)** "Week" means the period from 0001 hours Monday to 2400 hours the following Sunday, inclusive.

- (gg) "Year" means the period extending from the first day in April in one year to the thirty-first day of March in the succeeding year.
- (hh) "Termination" means the final severance of employment of an employee because:
  - (i) the employee resigns;
  - (ii) is dismissed for just cause and is not re-instated;
  - (iii) the employee is laid off for a period longer than two (2) years.
- (ii) "Sessional employee" means an employee who, as part of his/her normal employment, may be on layoff status when classes are not in session.
- (jj) Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

## **ARTICLE 6**

### **RECOGNITION**

- \*6.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees listed in Schedule "C" but excluding from such classes special groups as listed in Schedule "D".
- 6.02 When new classifications are developed, the following procedures shall apply:
  - (a) **The** Employer will immediately notify the Union in writing as to whether such classifications should be included in or excluded from the bargaining unit and provide reasons for its exclusions.
  - (b) The Employer agrees that new classifications which are to be excluded from the bargaining unit will not include a major component of bargaining unit work.

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- (c) The Union, after consultation on the Employer's position, will respond in writing outlining reasons for its rejection of the exclusions within ten (10) working days of receipt of the above notification.
- (d) Should the parties be unable to agree upon the exclusion of any specific classification, the matter will be immediately referred to the Labour Relations Board for adjudication.

**6.03**

- (a) Recognized vacant positions within the bargaining unit that have not been declared redundant will not be absorbed on a permanent basis by positions outside the bargaining unit.
- (b) Recognized vacant positions in the bargaining unit created as a result of secondment or temporary transfer of a bargaining unit employee will not be absorbed by management personnel,

**6.04**

**No Other Agreement**

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

**6.05**

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

**6.06**

**Inclusions/Exclusions**

- (a) The Employer and the Union agree to establish a Committee consisting of two (2) representatives from the Employer and two (2) from the Union for the purpose of determining the positions to be included in or excluded from the bargaining unit.
- (b) This Committee shall be established immediately upon signing of this Agreement and the review shall be completed within six (6) months of signing.
- (c) Upon completion of the review, if the parties cannot agree upon the exclusion of any specific position, the matter will be immediately referred to the Labour Relations Board for adjudication.

(d) **Non-Bargaining/Non-Management Employees**

Seniority for employees placed back into the Bargaining Unit:

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

**ARTICLE 7**

**WORK OF THE BARGAINING UNIT**

- 7.01**
- (a) Management and excluded personnel shall not work on any jobs which are included in the bargaining unit except for the purpose of instructing, experimenting, reviewing an employee's performance, in the case of emergencies, when regular employees are not available, or where the performance of bargaining unit work usually forms part of the duties of a non-bargaining unit position.
  - (b) The parties hereby agree that students of the College, for the purpose of "on-the-job training" may be permitted to work on jobs that relate to bargaining unit work for such purpose. However, in no case shall the performance of such training in any way cause the loss of pay, hours of work, overtime or any other benefits of employees in the bargaining unit.

Further, it is agreed that students may continue ~~us~~ in the past to perform tasks such as student markers, assistants and runners.

The purpose of this Agreement is to ensure that work of the, bargaining unit shall not be lost or eroded by students within or from outside the College.

**ARTICLE 8**

**MANAGEMENT RIGHTS**

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

**ARTICLE 9**

**EMPLOYEE RIGHTS**

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

**ARTICLE 10**

**UNION SECURITY**

- 10.01 All employees who are members of the Union, or those who become members, shall remain members as long as their position is in the bargaining unit.
- 10.02 A condition for new employees hired after the signing of this Agreement will be to immediately become members of the Union, and remain members as long as they continue to occupy a bargaining unit position. This requirement shall be clearly indicated to new employees by the Employer and Shop Steward.
- 10.03 An employee upon employment at the College shall be provided with information concerning:
- (a) duties and responsibilities in writing;
  - (b) starting salary and classification;
  - (c) terms and conditions of employment and those conditions set out in the Articles dealing with Union Security, Dues Checkoff and Union representation.

- \*10.04 Where a Shop Steward is available, the employee will be introduced to him/her within one (1) month.
- 10.05 No employee shall be temporarily assigned outside the bargaining unit without his/her consent. An employee who is temporarily assigned outside the bargaining unit may return to the bargaining unit subject to giving the Employer two (2) weeks' notice.

## **ARTICLE 11**

### **CHECKOFF**

- 11.01 The Employer shall deduct from the salary or wages of all employees within the bargaining unit the amount of membership dues and forward same bi-weekly to the Union accompanied by a list of employees showing:
- (a) the contributions of each;
  - (b) the employee's full name and classification and social insurance number or payroll number; and
  - (c) changes from previous list. e.g., additions, deletions, employee status, layoff, resignation, promoted outside the bargaining unit, etc.
- 11.02 The Employer agrees that when issuing T4 slips, the amount of membership dues paid by an employee to the Union during the current year will be recorded on his/her T4 statement.
- 11.03 The Union shall inform the Employer of the authorized deductions to be made.

**ARTICLE 12**

**GRIEVANCE PROCEDURE**

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

**\*Step I**

The aggrieved employee shall, within five (5) working days of the occurrence or discovery of the incident giving rise to the alleged grievance, submit a grievance to a Shop Steward.

**\*Step II**

If the Shop Steward considers the grievance to be justified, the employee concerned, together with the Shop Steward, or the Steward alone if the employee wishes, may, within five (5) days following receipt of the grievance by the Shop Steward, submit the grievance in writing to the supervisor's non-bargaining unit supervisor.

**\*Step III**

If the employee fails to receive a satisfactory answer to the grievance within five (5) days after the filing of the grievance at Step II, the employee may, within a further five (5) days submit the grievance in writing to the President or designate who, for the purpose of investigating the grievance, shall form a committee consisting of four (4) persons, comprising an equal number of Employer and Union representatives. The Union shall appoint its two (2) representatives to the committee and advise the Employer at the time when the grievance is submitted to the President or designate. The Employer shall appoint two (2) representatives and notify the Union within ten (10) days of the names of the Employer representatives on the Grievance Committee. One of the Employer's representatives shall chair the meeting(s). The committee shall be entitled to interview such persons as it deems necessary for the investigation of the grievance and shall give its decision in writing to the grievor within ten (10) days of receipt of the grievance. The committee's report shall consist of the joint decision of the committee where the committee members agree to a solution. If the matter is not mutually resolved by the committee, then the Employer's representatives will send their position, along with a brief summary of the committee's deliberations, to the union, with a copy being sent to the grievor.

#### **Step IV**

Either party may, within ten (10) days of receipt of the decision at Step III advise the other party of its desire to have the dispute mediated. The other party shall signify its agreement with the request to mediate within five (5) days of receipt of the request. Mediation shall only be utilized upon mutual agreement of the parties. Discussions at mediation shall be without prejudice and cannot be referenced at arbitration. The mediation must be concluded within twenty (20) days of the agreement to mediate the dispute. It is understood that mediation is non-precedent setting.

#### **Step V**

Failing satisfactory settlement at Step III or Step IV, the Union may by giving notice in writing within ten (10) days of receipt of the decision at Step III or Step IV, declare its intention to refer the grievance to arbitration.

- 12.02** The employee, if he/she so desires, may be represented by a full time representative of the Union at any Step of the Grievance Procedure. The grievor may be present during all Steps of the Grievance Procedure.
- 12.03** With the exception of Step I, replies to grievances at all other Steps of the Grievance Procedure will be in writing and dated receipts of grievances will be given.
- 12.04** The settlement of a grievance without reference to arbitration shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, unless the settlement states otherwise.
- 12:05** (a) The time limits set forth in this Article may be varied in writing by mutual agreement between the parties.
- (b) An Arbitrator or Arbitration Board may extend the time limits of any Step in the Grievance Procedure. Notwithstanding the expiration of such time limits, where the Arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.
- 12.06** The Employer will supply the necessary facilities for the grievance meetings.



12.07 P

Where the Union has a grievance involving a question of general application, administration, or interpretations of this Agreement, the Union may initiate a grievance. Such a grievance shall commence at Step III of Clause 12:01.

12.08 Union May Initiate Grievances

- (a) The Union and its representatives shall have the right to initiate a grievance on behalf of 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 Step III.
- (b) . The Union and its representatives shall have the right to initiate a grievance on behalf of an employee. Such grievances may be initiated without the employee's consent and will commence at Step II.

12.09 Shop Stewards and witnesses shall suffer no loss in pay for time spent processing grievances or attending meetings with the Employer's representative(s).

12.10 It is agreed that Shop Stewards will not absent themselves from their Departments for the purpose of handling a grievance without first obtaining permission from the Steward's Supervisor, and that permission will not be unreasonably withheld. The Shop Steward shall notify his/her immediate Supervisor when returning to duty.

\*12.11 (a) Subject to Clause 12:11 (b), any disciplinary action taken by the Employer against employees will be subject to the Grievance and Arbitration Procedures.

(b) The termination of a probationary employee for reason of unsuitability or incompetence, as assessed by the Employer, is not subject to the Grievance or Arbitration Procedures.

12.12 When there is a dispute involving dismissal or suspension, the grievance may be submitted in the first instance at Step III.

- 12.13 If the employee **so** desires, he/she shall have the right to grieve against alleged unfair treatment on promotion or transfer **to** positions within the bargaining unit and such grievances may be submitted in the first instance at Step III of Clause 12:01.

## **ARTICLE 13**

### **ARBITRATION**

#### **13.01 Composition of Board of Arbitration**

When either party desires that a grievance shall be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement.

Within fourteen (14) calendar days thereafter, each party shall name an Arbitrator to an Arbitration Board and notify the other party **of** the name and address of its appointee. If either party refuses or neglects to appoint a member of the Board of Arbitration, the Minister of Human Resources, Labour and Employment of the Province of Newfoundland and Labrador may be requested by the other party to appoint a member. The two (2) **so** named shall, within fourteen (14) calendar days of the appointment of the second of them select a third person to act as Chairperson **of** the Board of Arbitration, but should they not do **so** within fourteen (14) calendar days, then either party may apply to the Minister of Human Resources, Labour and Employment to appoint a person to be Chairperson. **No** person who has any pecuniary interest in the matters referred to the Arbitration Board, or who is acting or who has within a period of six (6) months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties, shall be appointed to or act as a member of an Arbitration Board.

- 13.02 The Board shall determine its own procedure, but shall give full opportunity to all parties **to** present evidence and make representations. It shall hear and determine the differences or allegations and render a decision within fourteen (14) calendar days of the date on which the Board hears the grievance.
- 13.03 The decision of the majority shall be the decision of the Board. **Where** there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision **of** the Board of Arbitration shall be final, binding and enforceable **on** all parties.

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

**13.05 Expenses of the Board**

Each party shall pay:

- (a) the fees and expenses of the Arbitrator it appoints, or for whom the Arbitrator was appointed by the Minister of Human Resources, Labour and Employment;
- (b) one-half (1/2) of the fees and expenses of the Chairperson;
- (c) one-half (1/2) of the expenses of the Arbitration Board for clerical assistance, supplies, and rent of a place to meet.

13.06 ~~The~~ time limits set forth in this Article may be varied, in writing, by mutual consent of the parties to this Agreement.

**13.07 Witnesses**

At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of an aggrieved employee as a witness, and any other witnesses, and all reasonable arrangements may be made to permit the conferring parties or Arbitrator(s) to have access to view any working conditions which may be relevant to the settlement of the grievance.

**13.08** An Arbitration Board may not alter, modify, or amend any provisions of this Agreement, but shall have the power to set aside a decision of the Employer, and to modify a disciplinary measure imposed by the Employer.

13.09 Notwithstanding Clause 13.01, where a grievance has been referred to arbitration in accordance with either Clause 12.01 or Clause 13.01, both parties may, by mutual consent, agree to have the grievance dealt with by a sole Arbitrator who is acceptable to both sides. In such a case, the provisions of this Article as they relate to an Arbitration Board or Chairperson of an Arbitration Board shall apply to the sole Arbitrator where the context so requires.

13.10 Expedited Arbitration

Subject to agreement of both parties, the following Expedited Arbitration Procedure shall be followed:

- (a) The single Arbitrator must be agreed **to** by both parties within seven **(7)** calendar days of the Committee's adjournment in Step 3 (Clause **12.01**). The appointed Arbitrator must be willing **to** render a written decision within twenty **(20)** calendar days following presentation of written briefs and oral arguments of each party.
- (b) In any dispute of interpretation, application, administration, or alleged violation of the terms of the Agreement, the parties agree **to** submit a written brief and present oral arguments **to** a single Arbitrator within twenty **(20)** calendar days of the adjournment ~~of the~~ Committee in Step **III** (Clause **12.01**) of the Grievance Procedure.
- (c) The single Arbitrator may, for the purpose of their clarification, request the appearance of witnesses for questioning at the time of the hearing or during the decision period when an additional meeting may be convened by the Arbitrator,

Both parties retain access **to** the complete arbitration process as described in Article 13 of the Collective Agreement where they do not wish **to** implement this expedited Arbitration Procedure.

**Cost** will be shared on a 50/50 basis.

13.11 Grievances on issues of layoff, bumping and recall will be handled through a bumping tribunal. The terms of reference and criteria which are contained in Schedule "P".

13.12 The parties may by mutual agreement only refer an outstanding grievance **to** be dealt with through alternate dispute resolution. The parties must also mutually agree **to** the terms and process of alternate dispute resolution.

**ARTICLE 14**

**HOURS OF WORK**

14.01 (a) Subject to Clause 14.01 (b), the regularly scheduled hours of work for employees shall be that designated for the position they occupy in accordance with one of the following:

- (i) thirty-five (35) hours per week and seven (7) hours per day, or
- (ii) thirty-seven and one-half (37½) hours per week and seven and one-half (7½) hours per day, or
- (iii) forty (40) hours per week and eight (8) hours per day.

Where the Employer finds it necessary to alter the regular work schedule of a permanent employee for reasons other than emergency, the Employer agrees to consult with the Union and the employee in advance of the change in an attempt to minimize any adverse effects to the employee. (This Clause does not apply to shift workers).

\*(b) The regularly scheduled hours of work for employees of District 7 employed in the classification Security Guard shall be forty-two (42) hours per week and twelve (12) hours per day, exclusive of meal breaks.

(c) By mutual agreement between the Employer and employees, the Employer or the employee can initiate a flex time schedule. Changes to the flex time schedule shall be governed by Clause 14.01(a)

14.02 The present practice relating to rest periods shall continue. One (1) fifteen (15) minute period in the morning, and one (1) fifteen (15) minute period in the afternoon.

14.03 **Hourly Differential**

Effective December 7, 1990, a shift premium of thirty-three cents (33¢) per hour shall be paid for all hours worked by an employee between 1600 hours on one (1) day and 0800 hours on the following day. However, the premium shall not be paid for any hours which fall on a recognized day shift but which may overlap the above-noted hours.

- 14.04** There shall be no split shifts, i.e., there shall be no breaks in shifts other than the breaks specified in Clause **14:02** and authorized meal breaks.
- 14.05** The Employer agrees to schedule a minimum of two **(2)** consecutive days of rest per week.
- 14.06** An employee shall be given not less than forty-eight **(48)** hours' notice of a change in shift schedules. Where such notice is not given and the employee is required to work on his/her scheduled day(s) of rest, he/she shall be paid two **(2)** times the straight time rate for all hours worked in addition to time off at a later date for the day(s) of rest displaced.
- 14.07** When an employee's regularly scheduled shift is changed to another shift in that day, he/she shall be given prior notice as follows:
- (a) twenty-four **(24)** hours' notice before the originally scheduled shift if the rescheduled shift occurs after the originally scheduled shift;
  - (b) twenty-four **(24)** hours' notice before the rescheduled shift if the rescheduled shift occurs before the originally scheduled shift.
- Should the required notice not be given in accordance with this Article, the employee shall be paid at the rate of time and one-half **(1 1/2)** his/her regular hourly rate for the shift worked.
- 14.08** Employees may exchange shifts with the approval of the Employer provided there is no increased cost to the Employer.
- 14.09** The Employer agrees to schedule at least sixteen **(16)** clear hours between shifts unless otherwise agreed between the employee and his/her Supervisor.
- 14.10** Work schedules shall be posted in such a way as to give employees at least two **(2)** weeks' notice of the shifts they will be working.

**ARTICLE 15**

**OVER** \_\_\_\_\_

15.01 (a) **Full Time Employees**

All time worked by a full time employee in excess of his/her regularly scheduled work day or work week shall be paid at time and one-half (1 112) the straight time rate.

(b) **Part-Time Employees**

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

**15.02** The President may at any time require an employee to work overtime. However, an employee may decline to work the overtime provided he/she has a valid and reasonable reason acceptable to the Employer and provided a qualified employee is readily available to perform the overtime.

**15.03** An employee's regular hours shall not be changed to avoid the payment of overtime.

**15.04** Overtime and callback will be distributed as evenly as possible among employees within the same classification and in the same Department and section.

**15.05** The President may, upon request of the employee, grant time off in lieu of pay for any overtime worked. Such time off would be granted at the rate of time and one-half (1 112) for each overtime hour worked.

**15.06** Subject to the operational requirements of the College, the President shall make every reasonable effort:

- (i) to give employees who are required to work overtime adequate notice of this requirement;
- (ii) to provide each employee with a fifteen (15) minute paid break for every three (3) hours of overtime worked.

## **ARTICLE 16**

### **STANDBY**

- 16.01 (a) An employee required to perform standby duty shall be paid as follows for each eight (E) hour shift of standby:

<u>Effective Date</u>	<u>Rate</u>
1990 12 01	\$ 7.32 per shift

- (b) When standby is required on a statutory holiday, the rate of compensation shall be as follows for each eight (E) hour shift on standby:

<u>Effective Date</u>	<u>Rate</u>
1990 12 01	\$ 9.73 per shift

- (c) No compensation shall be granted for the total period of standby duty if the employee does not report for work when required.
- (d) All standby duty shall be authorized and scheduled by the Employer, and where possible, shall be assigned on a rotation basis among qualified employees in the Department affected.

## **ARTICLE 17**

### **CALLBACK**

- 17.01 An employee who is called back to work after he/she has left his/her place of work shall be paid for a minimum of three (3) hours at overtime rates, provided that the period worked is not contiguous to his/her scheduled working hours. When the employee is called back to work and works for a period in excess of three (3) hours, the callback provisions do not apply and he/she shall be paid in accordance with Article 15 for time worked.
- 17.02 An employee who is called back to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the same three (3) hours minimum, receives the benefit of the three (3) hour minimum



only once. However, should the total time on both calls exceed the three (3) hour minimum, the employee will be compensated for the actual time worked at the applicable overtime rate.

- 17.03** Where an employee has finished his/her scheduled working hours and remains on, or returns to, the College premises to participate in personal matters such as attending night courses and recreation and social activities, the employee will receive callback pay in the event he/she is called back to work.
- 17.04** When an employee is called back to work, he/she shall be paid for the cost of transportation, or mileage at the applicable rate, to a maximum of ten dollars (\$10.00). Employees shall not receive the payment when the transportation is provided by the Employer.

## **ARTICLE 18**

### **TRAVEL AND TRANSPORTATION ALLOWANCE**

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

Province	Breakfast	Lunch	Dinner	Total
<b>2000 04 01</b>	<b>\$7.30</b>	<b>\$10.95</b>	<b>\$18.25</b>	<b>\$36.50</b>
	Other Provinces		<b>US</b>	Other
<b>2001 04 01</b>	<b>\$43.00<sup>1</sup></b>		<b>\$43.00 US<sup>1</sup></b>	<b>\$48.00<sup>1</sup></b>
<sup>1</sup> Breakfast - <b>\$9.45</b>	Lunch - <b>\$14.35</b>		Dinner - <b>\$20.20</b>	
<sup>2</sup> Breakfast - <b>\$10.55</b>	Lunch - <b>\$14.90</b>		Dinner - <b>\$22.55</b>	

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

**18.03** 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>
<b>2000 04 01</b>	<b>31.5¢/km</b>

**18.04** Employees may claim \$5.00 for every night on overnight travel status for incidental expenses (use of coin operated machines, laundry, etc.).

**18.05** Employees may be reimbursed (with receipt) the cost of one 5 minute long distance phone call for each night on overnight travel status. The cost for this phone call may be submitted for payment either as part of a hotel bill or as part of the employee's personal phone bill.

**18.06 (a)** For the purpose of this Article, "travel time" means travel on the Employer's business authorized by the President, for an employee by land, sea or air between his/her headquarters area, as defined by the Collective Agreement, and a location outside his/her headquarters area and between locations outside his/her headquarters area, to perform duties assigned to him/her by the President and during which the employee is required to travel outside his/her normal scheduled work period.

(b) "travel time" and the method of travel shall require the prior approval of the President.

(c) i) When the method of travel is set by the President, compensation for "travel time" shall be paid for the length of time between the employee's departure from any location and his arrival at his/her place of lodging or work, whichever is applicable, at his/her authorized destination.

ii) An employee may, with the prior approval of his/her President, set his/her 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 **18.06(c)(i)**.

(d) Subject to Clause **18.06(c)**, an employee who is required by the President 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.

(c) Travel time is to be compensated as follows:

- i) For travel by air, sea, rail and other forms of public transportation, the time between the scheduled time of departure and the scheduled time of arrival at a destination plus one-half (%)hour.
- ii) 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 his/her return directly back to his/her 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) km to be travelled.

(f) Notwithstanding any provisions in this Clause 18.06, compensation will not be paid:

- (i) to employees whose "travel time" during any three (3) month consecutive period does not exceed fifteen (15) hours; or
- (ii) for travel in connection with transfers, educational courses, training sessions. conferences, seminars or employment interviews.

(g) For the purpose of this Article, "headquarters area" means an area within a radius of twenty (20) kilometres from an employee's headquarters.

**\*18.07 (a)** The Employer has the right to designate positions which require incumbents to have, as a condition of employment, an automobile available for use on College business. Effective December 16, 1986, where employees in these designated positions are not given notice of this condition of employment prior to appointment to the position, the employee shall have the option not to make an automobile available.

No employee will lose employment as a result of inability to provide an automobile, provided that a reason satisfactory to the Employer is given.

}

Employees who make an automobile available for use on College business as a condition of employment shall be reimbursed, as follows:

<u>Effective Date</u>	<u>Per Kilometre (km)</u>	<u>Annual Limit</u> (Calendar Year)
2004 05 04	45.4¢	first 9,000 km
2004 05 04	31.5¢	in excess of 9,000 km

*Note: Employees who receive the above rates are not entitled to the rates set out in Clause 18.03*

- (b) On receipt of invoice, reimbursement for the difference between private and business insurance, to a maximum of \$400 per year.
- (c) Reimbursement of parking metre expenses incurred while on the business of the Employer, at the following rates:

Effective Date

April 30, 1999

\$10.00 per week

- 18.08** Employees who provide their own accommodations while travelling on the Employer's business will be compensated as follows:

Effective Date

April 1, 2000

Rate Per Night

\$25.00

**ARTICLE 19**

**HOLIDAYS**

- 19.01** Employees shall receive one (1) day's paid leave for each of the fourteen (14) holidays as follows:

- (a) New Year's Day
- (b) St. Patrick's Day
- (c) Good Friday
- (d) St. George's Day
- (e) Commonwealth Day
- (f) Discovery Day

- (g) Canada Day
- (h) Orangeman's Day
- (i) Labour Day
- (j) Thanksgiving Day
- (k) Armistice Day
- (l) Christmas Day
- (m) Boxing Day
- (n) Regatta/Civic Day

19.02 (a) Compensation for Scheduled Work on a Holiday

Employees who are scheduled to work on a designated holiday shall be paid at the rate of time and one-half (1 1/2) and subject to Sub-section (b) will be granted another day off within two (2) months at a date to be mutually agreed between the employee and the Employer.

- (b) If an employee wishes, any time off to be granted in accordance with subsection (a) may be added to his/her scheduled vacation period.

19.03 Work Performed on a Holiday Falling on Scheduled Day Off

Employees who are required to work on a designated holiday, and the holiday falls on their day off, shall receive two (2) hours' pay for each hour worked on the holiday. In addition, time off at the rate of one (1) hour for each hour worked will be granted within two (2) months of the designated holiday, at a time to be mutually agreed between the employee and the Employer.

- 19.04 When a designated holiday falls on an employee's scheduled day off, the employee shall receive another day off with pay to be granted within two (2) months, at a date to be mutually agreed between the employee and the Employer.

19.05 Compensation for Holidays Falling on Saturday

For the purpose of this Agreement, when any of the aforementioned holidays falls on a Saturday, and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for the calculation of benefits under Article 19, Holidays. All other employees shall observe the following Monday as the holiday.

19.06 **Compensation for Holidays Falling on Sunday**

For the purpose of this Agreement, when any of the aforementioned holidays falls on a Sunday, and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 19, Holidays. All other employees shall observe the following Monday (or Tuesday, where the preceding Clause already applied to Monday) as a holiday.

19.07 Where compensatory time off cannot be granted within two (2) months as per Clauses 19:02, 19:03, 19:04 and 19:05, the employee shall receive pay in lieu, unless there has been mutual agreement to receive the time off at a later date.

19.08 Employees who are not scheduled to work on a holiday and are called in to work shall receive the greater of callback pay or pay at the rate of time and one-half (1 1/2) for each hour worked. They will be granted time off for each holiday hour worked within two (2) months of the designated holiday, at a time to be mutually agreed between the employee and the Employer.

**ARTICLE 20**

**TIME OFF FOR UNION BUSINESS**

20.01 With the approval of the President, leave with pay shall be awarded to employees who are members of Negotiating Committees while they are attending negotiating sessions, on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit. The Union shall notify the President of the employees affected prior to the commencement of negotiations and employees shall, in all instances, give prior notice of absences from work to their immediate Supervisors, and such notice shall be given as far in advance as possible.

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

- (a) In the case of an employee who is a member of the Provincial Board of Directors of the Union or an elected delegate of a recognized unit of the Union and who is required to attend the Biennial Convention of the

Union, the Newfoundland and Labrador Federation of Labour and Component Conventions within the Province, leave with pay not exceeding three (3) days in any year for each of the above Conventions, except that where a Component Convention and the Biennial Convention are held in the same year, leave with pay not exceeding two (2) days may be awarded for the purpose of attending the Component Convention.

- (b) In the case of an employee who is a member of the Provincial Board of Directors of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.
- (c) In the case of an employee who is a member of the Provincial Executive of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.
- (d) In the case of an employee who is a member of the Provincial Board of Directors of the Union or a delegated representative and who may wish to attend meetings of the Canadian Labour Congress or National Union of Provincial Government Employees, leave with pay not exceeding five (5) days in any one (1) year. The Permanent Head may grant additional leave without pay for this purpose.
- (e) Upon written request to the President at least ten (10) days in advance of the day upon which the leave is to be taken, special leave with pay not exceeding one (1) day per year shall be awarded to each Shop Steward for the purpose of attending labour educational seminars. The total leave granted under this Clause shall not, in any event, exceed five (5) days in any one (1) year.

**20.03** The Employer may grant, on written request, leave of absence without pay for a period of one (1) year, for an employee selected for a full time position with the Union, without loss of accrued benefits. The period of leave of absence may be renewed upon request. Employees may not accrue any benefits, other than seniority, during such period of absence.

## **ARTICLE 21**

### **BEREAVEMENT LEAVE**

#### **21.01 Paid Bereavement Leave**

Subject to Clause 21:01 (c), an employee shall be entitled to bereavement leave with pay as follows:

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, or near relative living in the same household, three (3) consecutive days.
- (b) In the case of his/her son-in-law, daughter-in-law, brother-in-law, or sister-in-law, one (1) day.
- \* (c) For the purpose of this Article, a "common-law spouse" relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person of the opposite or same sex, publicly represented that person to be his/her spouse and lives and intends to continue to live with that person as if that person were his/her spouse.

- 21.02**
- (a) If the death of a relative referred to in Clause 21.01 (a) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) consecutive days for the purpose of attending the funeral.
  - (b) If the death of a relative referred to in Clause 21.02 (a) occurs inside the Province, and the employee resides in Labrador, such employee may be granted leave with pay not exceeding four (4) consecutive days for the purpose of attending the funeral.

**21.03** In cases where extraordinary circumstances prevail, the President, at his/her discretion, may grant special leave with pay for bereavement up to a maximum of two (2) consecutive days in addition to that provided in Clauses 21:01 (a), (b) and (c).

**21.04** If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.



**ARTICLE 22**

**VACATION**

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

<u>Years of Service</u>	<u>No. of Days</u>
Up to ten (10) years	15
From ten <b>(10)</b> to twenty-five (25) years	20
In excess of twenty-five (25) years	25

- (b) The following provisions respecting annual leave shall apply:
- (i) **No** annual leave may be taken by an employee until he/she has not less than sixty **(60)** days of service prior to taking leave.
  - (ii) When an employee has had not less than sixty (60) days of service, he/she may anticipate annual leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period!
  - (iii) When an employee becomes eligible for a greater amount of annual leave, he/she may be allowed in the year in which the change occurs a portion of the additional leave for which he/she has become eligible based on the ratio of the unexpired portion of the year to twelve **(12)** months, computed to full working days.
  - (iv) For the purpose of calculation of length of annual vacation with pay, it is agreed that an employee's service will be that service performed in the twelve (12) month fiscal period, i.e., April 1st to March 31st.
  - (v) An employee who, on resignation, has a debit balance of vacation leave will have the value of this vacation deducted from his/her final pay cheque.

- 22.02 If a paid holiday falls or is observed during an employee's vacation period, he/she shall have the day added to his/her vacation or he/she may request to be allowed to take the day with pay at a time to be mutually agreed upon.

**22.03 Calculation of Vacation Pay**

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

**22.04 Vacation Pay on Termination or Retirement**

An employee terminating his/her employment at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to an equivalent payment of salary or wages in lieu of such vacation at termination provided that the employee gives proper notice of termination. In the event that proper notification of termination is not given, payment will be made at the earliest possible date, but in any event, no later than the second pay day following the date of termination.

**22.05** Employees within each Department or Division on each Campus, in consultation with their Supervisor, may determine their own method for selecting vacation dates. In the event that a majority agreement cannot be reached among the employees, departmental or division seniority shall prevail for the selection of vacation dates.

- 22.06 (a) Vacation schedules shall be posted by May 1st of each year.
- (b) Annual leave shall commence immediately following an employee's regularly scheduled days off.
- (c) Except in cases of emergency where it is absolutely necessary to do otherwise, the President shall grant the employee his/her vacation at the time requested by him/her under Clause 22:05.

**22.07 Carry Forward of Vacation**

An employee may carry forward to another year, any unused portion of vacation credits up to a maximum of twenty (20) days. In the case of employees who are entitled to accumulate greater than twenty (20) days in a year under Clause 22.01(a), they may carry forward a maximum equal to the number of days they earn in a year.

- 22.08** (a) **An** employee who becomes ill while **on** annual leave may change the status of **his/her** leave to sick leave effective the date of notification **to** the Employer, provided that the employee submits a certificate acceptable to the President.
- (i) by the date the employee's approved annual leave period expires; or
  - (ii) where the period of illness is to extend beyond the **expiration** of the approved annual leave period, at such times as the President may require.
- (b) **In** the case of an employee who is admitted to hospital while **on** annual leave, **he/she** may change the status of **his/her** leave to sick leave with effect from the date **he/she was** admitted **to** hospital.
- (c) The period of vacation **so** displaced in Clause **22:08** (a) and (b) shall be re-instated for use at a later date to be mutually agreed.
- 22.09** For the purpose of this Article, an employee who is paid full salary or wages in respect of fifty percent (**50%**) or more of the days in the first or last calendar month of **his/her** service shall, in each case, be deemed to have had a month of service.
- 22.10** Except as otherwise stipulated in this Agreement, employees shall be eligible to accumulate vacation credits while **on** any period of approved paid leave.
- 22.11** Subject to Clauses **21:01** (e) and **22:08**, an employee who has entered upon annual leave may not change the status of **his/her** leave to any other type of leave until **he/she** has used up all **his/her** current annual leave (exclusive of leave carried forward from previous years).
- 22.12** Sick leave awarded immediately prior to retirement in accordance with Clause **23:08** shall not be reckoned for annual leave purposes and the employee's period of service shall be noted accordingly.
- 22.13** **An** employee who is authorized by the President to proceed **on** annual leave for a period of not less than two (**2**) consecutive weeks shall, upon written request, be issued an advance payment, once per year, **of** the regular pay

cheque(s) he/she would normally receive during such period of leave. The written request for this advance payment must be received by the President at least **two (2)** weeks prior to the last pay day before the employee's annual leave period commences.

- 22.14** (a) Military service shall be recognized for annual leave purposes in accordance with the War Service (Pensions) Act and service as a Teacher recognized as pensionable service in accordance with the Public Service (Pensions) Act shall be recognized for annual leave purposes.
- (b) All documented prior service with a Provincial Government Department, a Provincial Government Agency, Memorial University of Newfoundland, Community Colleges, or a Provincial Hospital Board shall be recognized for annual leave purposes.
- 22.15** Subject to Clause **22.07**, employees who are laid off may leave current, accumulated and accrued leave with the Employer to be taken during a later period of employment.
- 22.16** Temporary and sessional employees, upon employment shall be given an option with respect to annual leave as follows:
- (a) Subject to Clause **22.07**, to carry over any unused annual leave which he/she may have to his/her credit at the end of his/her employment period;
- (b) to receive payment for annual leave on a regular basis throughout his/her employment period; or
- (c) to receive payment for annual leave at the end of the employee's employment term.

The choice provided in accordance with Clause **22.16**, must be made immediately upon employment, It shall be the Employer's responsibility to acquire the employee's choice in writing upon re-hire.

**ARTICLE 23**

**SICK LEAVE**

**\*23.01 Sick Leave Defined**

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

**\*23.02 Annual Paid Sick Leave**

- (a) (i) An employee **is** eligible to accumulate sick leave with full pay at the rate of two (2) days for each month **of** service.
- (ii) Notwithstanding Clause 23.02(a)(i), an employee hired after May 4, 2004 is eligible to accumulate sick leave at the rate of one (1) day for each month of service.
- (b) (i) The maximum number of days of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed four hundred and eighty (480) days.
- (ii) Notwithstanding Clause 23.02(b)(i), the maximum number of days of sick leave which may be awarded to an employee hired after May 4, 2004 during any consecutive twenty (20) year period of service shall not exceed two hundred and forty (240) days.

**23.03 Deductions from Sick Leave**

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

- 23.04** The President may require an employee **to** submit a medical certificate during any period that an employee is on 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 an employee unless he/she has submitted in respect thereof a medical certificate satisfactory to the President.

- 23.05** An employee who is laid off will retain his/her accumulated sick leave credits provided that the period of layoff is not in excess of that prescribed in Clause **37.02 (c)**, Seniority.
- 23.06 (a)** When an employee has reached the maximum of sick leave which may be awarded him/her in accordance with this Article, he/she shall, if he/she is still unfit to return to duty, proceed on annual leave (including current and accumulated leave) if he/she is eligible to receive such leave, or special leave without pay, at his/her option.
- (b)** An employee may anticipate sick leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period.
- (c)** Where an employee is granted sick leave in excess of that which he/she has accumulated under Clause **23.02 (a)** by virtue of having anticipated leave in accordance with **23.06 (b)** above, and the employee resigns or is terminated, the Employer reserves the right to recover an amount equivalent to the excess leave granted.
- 23.07** For the purpose of this Article, an employee who is paid full salary or wages in respect of fifty percent (**50%**) or more of the days in the first or last calendar month of service shall, in each case, be deemed to have had a full month of service.
- 23.08** Where it appears unlikely that an employee will be able to return to duty because of sickness, the President may seek an opinion from a medical doctor. If it still appears that the employee will not be able to return to work, then the employee may be retired effective when his/her accumulated sick leave expired, or at retirement age, and paid such pension award and other benefits to which he/she may be entitled.
- 23.09** Sick leave shall not be granted to an employee who is on any type of leave without pay or while on suspension. However, the Employer may change the leave status should he/she consider that circumstances may warrant such a change.

- 23.10** Where an employee has a break in service in ~~excess of~~ forty-five (45) consecutive calendar days not caused by layoff, his/her service for the purpose of this Article shall be deemed to commence from the date of re-employment.
- 23.11** For the purpose of this Article, the employee shall have the option of being attended by a physician of his/her choice. However, the Employer reserves the right to obtain another medical opinion.

## **ARTICLE 24**

### **MATERNITY/ADOPTION/PARENTAL LEAVE**

- 24.01** (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 fifty-two (52) weeks leave under this Clause. However, the Employer may grant special leave without pay when the employee is unable to return to duty after the expiration of this leave.
- 24.02** (a) An employee may return to duty after giving his/her Permanent Head two (2) weeks notice of his/her intention to do so.
- (b) The employee shall resume his/her former position and salary upon return from leave, with no ~~loss~~ of accrued benefits.
- 24.03** (a) Periods of leave up to fifty-two (52) weeks shall count for annual leave, sick leave, severance pay and step progression.
- (b) Periods of leave up to fifty-two (52) weeks shall count for seniority purposes.
- (c) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of fifty-two (52) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.

- 24.04** An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- \*24.05** The Employer will endeavor to provide child care services for its employees wherever possible.
- 24.06** While on **maternity/adoption/parental** leave the employees may request copies of job postings be forwarded to them through their Human Resource Division.
- 24.07** An employee returning from maternity leave may be exempt from standby and callback until the child is one (1) year old provided that other qualified employees in her work area are available.
- 24.08** (a) Female employees occupying bargaining unit positions as of April 1, 1994, shall count all periods of maternity leave and adoption leave for seniority purposes, regardless of the year in which such leave occurred, provided such employee(s) did not lose seniority for reasons other than maternity/adoption leave as outlined in Article 37.
- (b) Maternity/adoption leave shall be defined as a period where an employee can demonstrate he/she was on leave related to the birth of a child or the adoption of a child, and such employee returned to work within a maximum of twelve (12) months.

## **ARTICLE 25**

### **CHILD CARE**

- 25.01** The Employer will endeavour to provide child care services for its employees wherever possible.



**ARTICLE 26**

**STAFF DEVELOPMENT AND TRAINING  
EDUCATION LEAVE**

**26.01** With the prior approval of the Employer, an employee may be awarded education leave as follows:

- (a)** Education leave may be awarded to an employee to enable him/her to participate in courses of training for the purpose of upgrading his/her qualifications when related to his/her job, under such terms as the Employer may prescribe. The employee shall be awarded leave with full pay for the period of time spent on such leave.
- (b)** Education leave may be awarded to an employee to enable him/her to participate in courses of training other than those referred to in Clause **26:01** (a) above. Such leave would be awarded under such terms and conditions as the Employer may see fit to prescribe.
- (c)** With the approval of the President, leave with pay may be awarded to an employee for the period of time required to write exams for educational courses approved by the Employer.

**26.02** Subject to operational requirements and availability of qualified replacement staff, **an** employee shall be granted unpaid educational leave of the amount requested not exceeding two (2) years, and subject to Article **40**, his/her position in the same Campus shall be guaranteed upon his/her return provided that he/she gives notification to the Employer, in writing, of his/her intentions at least six (6) months prior to the date when the leave is to commence and further provided that an acceptable substitute arrangement can be made.

**26.03** Employees while on educational leave shall continue to accumulate seniority including periods of educational leave prior to signing of this Agreement.

**26.04** **Remuneration for Professional Upgrading**

An employee who successfully completes a course directly related to their present position may be reimbursed for the **cost** of the course in accordance with College policy.

26.05 On-the-Job Training

- (a) Upon the request of an employee, and subject to the approval of the Employer, an employee may be placed in another classification for the purpose of on-the-job training. Such request shall not be unreasonably withheld.
- (b) The conditions of such on-the-job training, including remuneration, duration of training, and status of original position, shall be established by mutual agreement between the employee, in consultation with the Union, and the Employer.

**ARTICLE 27**

**FAMILY RESPONSIBILITY LEAVE**

- 27.01** (a) Subject to Clause 27.01 (b) and (c), an employee who is required to:
- (i) attend to the temporary care of a sick family member living in the same household and the employee's mother and father;
  - (ii) attend to the needs relating to the birth of an employee's child;
  - (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
  - (iv) attend meetings with school authorities;
  - (v) attend to the needs relating to the adoption of a child; or
  - (vi) attend to the needs related to home or family emergencies;
  - (vii) Attend to the temporary care of the employee's sick mother, father or dependent child, not necessarily living in the same household;
- may, subject to the approval of the President, be awarded up to three (3) days paid family leave in a year.
- (b) In order to qualify for family leave, the employee shall:
- (i) provide as much notice to the Employer as reasonably possible;

- (ii) provide to the Employer valid reasons why such leave is required; and
- (iii) where appropriate and in particular with respect to (iii), (iv) and (v) of **27.01** (a), have endeavoured to a reasonable extent **to** schedule such events during off duty hours.
- (c) Employees shall not be entitled to change any other leave to family leave but shall be entitled to change family leave to bereavement leave or sick leave.

## **ARTICLE 28**

### **SPECIAL LEAVE**

- 28.01** Members of a Safety Committee established under the Occupational Health and Safety Act and Regulations may be granted leave in accordance with Clause **26.01** (b) (Education Leave) for the purpose of attending safety training courses or seminars relating to occupational health and safety.
- 28.02** (a) Where an employee is required by the Employer to participate in courses of training, the employee shall suffer no loss in pay or benefits during the time the employee is attending such courses.
- (b) When the Employer requires an employee to attend training sessions on the employee's regularly scheduled day off, the employee shall be paid at overtime rates for the day **so** displaced. Where less than the full day is displaced, the employee shall receive the appropriate proportionate part of the day's pay.
- 28.03** In the event of a temporary transfer of an employee's spouse which causes the employee's movement from the Employer, the Board may grant special leave without pay to the employee upon request. The terms and conditions of such leave, including the duration and protection of position and benefits, shall be at the discretion of and determined by the Board.
- 28.04** An employee getting married may be granted up to two **(2)** days' leave with pay and the paid leave shall be deducted from the annual leave entitlement of the employee, or, at the employee's discretion, the leave may be granted without pay.

**28.05 Compassionate Leave**

Subject to the approval of the President, special leave with pay not exceeding three (3) days may be granted in special circumstances for reasons other than those referred to in Article 21.

**28.06 Special Leave Without Pay**

With the approval of the President, special leave without pay may be granted in exceptional circumstances to an employee.

**28.07 Extended Unpaid Leave**

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

- 28.08** Subject to operational requirements and availability of qualified replacement staff, where required, the Employer agrees to provide employees with one (1) month of unpaid leave while granting service credits for seniority purposes, provided that the employee would not have been laid off during the period of unpaid leave. The month of unpaid leave does not necessarily have to be taken consecutively, but cannot be taken in amounts of less than two (2) days at a time.

**ARTICLE 29**

**INJURY ON DUTY**

- "29.01** (a) All employees shall be covered by The Workplace, Health, Safety and Compensation Commission Act, RSNL 1990 Chapter W-11.
- (b) An employee who is unable to perform the employee's duties because of a personal injury received in the performance of the employee's duties shall report the matter to the employee's Supervisor and submit an account of the accident using the prescribed form as soon as possible. An employee's claim will not be delayed where the prescribed form is not immediately provided to the employee through the Supervisor:
- (c) An employee who is unable to perform the employee's duties because of a personal injury received in the performance of the employee's duties shall be immediately placed on Injury on Duty Leave and receive compensation in accordance with the provisions of Workplace, Health, Safety and Compensation Commission Act, RSNL 1990 Chapter W-11. **If** the claim is subsequently denied by the Workers' Compensation Commission, the employee may access other available benefits including sick leave and annual leave.
- "29.02** (a) In the event that the employee dies as a result of an injury received in the performance of the employee's duties, the employee's estate shall receive all death benefits owing to the employee in accordance with the provisions of the Workplace, Health, Safety and Compensation Commission Act, RSNL 1990 Chapter W-11, in addition to any benefits the employee would be eligible for under the Public Service Pensions Act.
- (b) In the event that an employee becomes permanently disabled or incurs a recurring disability as a result of an injury received during the performance of the employee's duties the employee will receive benefits in accordance with the provisions of The Workplace, Health, Safety and Compensation Commission Act, RSNL 1990 Chapter W-11.
- 29.03** (a) An employee confirmed as being unable to perform the regular duties of his/her classification as a result of injury on duty will be employed in other work he/she can do provided a suitable vacancy is available and provided that the employee is qualified and able to perform the duties required. Where a suitable vacancy is available the rate for the new position shall apply.

- (b) Where a suitable vacancy is not available, the incapacitated employee retains the right to displace a less senior employee in another classification who occupies a position which the incapacitated employee is qualified and able to fill. Where an incapacitated employee advises the permanent head in writing of his/her intention to exercise his/her right to displace a less senior employee, the incapacitated employee will be deemed to have been given notice of layoff effective from the date he/she was confirmed as being unable to perform the regular duties of his/her classification. Accordingly, the right to displace a less senior employee in another classification shall be exercised as per the provisions of Article 35, Layoff, Bumping and Recall.

**29.04** In the event that an employee is placed on leave under the provisions of this Article, he/she will not accrue seniority during any period when he/she would normally be laid off.

**\*29.05** The Employer determines whether its employees will be covered directly by the Workers' Compensation Commission or indirectly through a "self-insured" arrangement. Benefits under either arrangement are to be in accordance with the provisions of The Workplace, Health, Safety and Compensation Commission Act, **RSNL 1990 Chapter W-11**.

### **ARTICLE 30**

#### **PAYMENT OF WAGES AND ALLOWANCES**

- 30.01 (a) Employees shall receive their salary bi-weekly. Overtime pay will be included in the regular pay for the pay period next succeeding the pay period during which the overtime was earned.
- (b) On each pay day, each employee shall be provided with an itemized statement containing the following information:
- (a) gross pay
  - (b) overtime
  - (c) shift premium
  - (d) special allowances
  - (e) miscellaneous deductions
  - (f) net pay

- 30.02 An employee who commences work later than 3:00 p.m. on the regular pay day will receive his/her salary on the day prior to pay day.
- 30.03 All new or recalled employees shall be placed on direct deposit, and all remittances shall be forwarded on the same date as direct deposit.

## **ARTICLE 31**

### **SALARIES**

- 31.01 The negotiated salaries/wages will be set out in Schedule "B" and will be effective from the date(s) prescribed in that Schedule "B", Effective 2001 04 01, all new employees shall be paid by direct deposit where such banking arrangements are available.

31.02 **Promotion to Higher Pay Range**

The rate of pay of an employee promoted shall be established at the nearest point on the new pay range which exceeds his/her existing rate by at least five percent (5%), but shall not exceed the maximum of the new pay range. Where however the rate of pay prior to promotion is above the maximum of the new pay range, his/her present rate shall be retained.

31.03 **Voluntary Demotion**

The rate of pay of an employee voluntarily demoted shall be established at a point on the new pay range which does not exceed his/her existing rate. If his/her existing rate falls between two (2) steps on the new pay range, it shall be adjusted to the lower step and if his/her existing rate exceeds the maximum for the new pay range, it shall be reduced to the maximum for the pay range.

31.04 **Involuntary Demotion**

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 his/her existing rate. If his/her existing rate falls between two (2) steps, it shall be

adjusted to the higher rate. If his/her existing rate is above the maximum for the new pay range the existing rate shall be red-circled.

## **ARTICLE 32**

### **TEMPORARY ASSIGNMENT**

- 32.01** Temporary assignment means the assignment of an employee by the President to a classification outside his/her regular classification on an interim basis:
- (a) during the absence of the regular employee for any reason;
  - (b) where a position becomes vacant or a new position is created before a regular employee has been named.
- 32.02** With respect to vacancies of the type referred to in Clause **32.01** (b) above, after the Employer has determined that the position will be filled, then the vacancy shall be posted within one (1) month, and every reasonable effort will be made to fill these positions within one (1) month after the posting of the position.
- 32.03**
- (a) On temporary assignment to a higher classification, an employee shall be reimbursed in accordance with Clause **31.02**, Promotion Procedure, for the full period of the temporary assignment, provided the employee has occupied the position for one (1) or more consecutive days.
  - (b) An employee on temporary assignment to a lower classification shall retain his/her regular rate of pay with appropriate salary adjustments which may have been awarded during the temporary assignment.
- 32.04** A temporary assignment shall cease when the regular employee in the position returns to duty or when a person has been appointed to the position in accordance with Clause **32.02** and the employee shall be returned to his/her former position and salary with appropriate adjustments made for any salary increases granted in the interim.
- 32.05** All temporary assignments shall be in writing to the employee, stating the nature of the assignment.



- 32.06 Employees shall have the right to refuse temporary assignment.

## **ARTICLE 33**

### **DISCIPLINE**

33.01 **Notification of Suspension or Dismissal**

Any employee who is suspended or dismissed shall, within five (5) calendar days of such suspension or dismissal, be provided with written notification which shall state the reason(s) for the suspension or dismissal.

- 33.02 Subject to Clause 12.11 (b), all dismissals, suspensions and other disciplinary action shall be subject to formal Grievance Procedure as outlined in Article 12.

\*33.03 **Adverse Report**

Where the Employer notifies an employee in writing of any dissatisfaction concerning his/her work or otherwise which may affect the employee's standing with the Employer, such notification shall be given within five (5) working days of the event of the complaint or discovery of the complaint. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her at any time. If an investigation is required the time constraints referenced in the Article shall commence upon completion of the investigation.

- 33.04 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer or a representative of the Employer, the employees are entitled to have at their request a representative of the Union attend the meeting. The Employer shall notify the employee of this right prior to said meeting.

33.05 **Justice and Dignity Provision**

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

**ARTICLE 34**

**PERSONAL FILES**

- 34.01** (a) There shall be one (1) official personal file, the location of which shall be designated by the President. An employee shall, at any reasonable time, be allowed to inspect his/her personal file and may be accompanied by a representative of the Union if he/she so desires.
- (b) In exceptional circumstances where an employee is incarcerated, confined to bed or hospital, or removed by a distance where return would be impractical, the employee may give written permission for a representative of the Union to inspect his/her file for the purpose of investigating a grievance.

**34.02** (a) **Disciplinary Documents**

A copy of any document placed in an employee's personal file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee who will acknowledge the document by signing the file copy.

(b) **Removal of Disciplinary Documents**

Any such document shall be disregarded and subsequently removed from the personal file of the employee and destroyed after the expiration of twenty-four (24) months provided there has not been a recurrence of a similar incident during that period. The employee shall be responsible to see that any such document is removed.

- 34.03** Evaluation or assessment of employee performance will be signed by the employee after he/she has seen and read it before being placed on the employee's personal file. 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 12.

**ARTICLE 35**

**CLASSIFICATION**

**35.01 Notification of Change of Classification**

Employees shall be notified, in writing, of any change in their classification.

- 35.02** (a) When an employee feels that his/her position has been unfairly or incorrectly classified, the employee may submit a request for a review to the Classification, Organization and Management Division in accordance with the procedures outlined in Schedule "G"; or
- (b) Request for classification reviews may be first submitted to the Employer who shall, if the request is considered justified after discussion with the employee, submit the request to the Classification, Organization and Management Division within thirty (30) days of the receipt of such request. Where the Employer considers the request for review not to have merit, the employee may proceed as in (a) above.

**35.03** Classification decisions arising out of an employee's request for review or appeal shall be retroactive to the date the request was first received by the Classification, Organization and Management Division of Treasury Board.

**35.04** The rate of pay of an employee reclassified to a higher CN level shall be established at the nearest step of the new pay range which exceeds his/her existing rate by at least five percent (5%) but shall not exceed the maximum of the new pay range. The employee will maintain the same anniversary date for purposes of step progression.

**ARTICLE 36**

**SEVERANCE PAY**

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

- 36.02** For the purpose of this Article, periods of authorized leave without pay shall not be regarded as breaks in continuous service, but the period of leave without pay shall not be counted as service when determining the total amount of service of an employee.
- 36.03** The maximum severance pay which an employee shall be paid for his/her total period of employment in the public service shall not exceed the number of weeks as specified in Clause 36.01.
- 36.04** (a) For the purpose of this Article, service for a sessional, temporary and part-time employee shall be the actual period of employment with the Employer provided that where a break in employment exceeds twenty-four (24) consecutive months, service shall commence from the date of re-employment.
- (b) For the purpose of the Article, a part-time, temporary or sessional employee must work the equivalent of nine (9) continuous years of full time service.

## **ARTICLE 37**

### **SENIORITY**

**\*37.01** Seniority means:

- (a) the length of service an employee has with the Employer in a bargaining unit position which is paid on the CN Pay Scale, or service in a non-supervisory position which is paid on a Management Pay Plan, and shall date from the last entry into employment with the Employer. Seniority shall also include the seniority an employee had accumulated in an MOS, OS or CI position with the Provincial Colleges. New employees hired after July 1, 2004 into non-bargaining unit CN positions or non-supervisory non-management positions paid on the Management Pay Plan shall not have such service counted for seniority should they obtain a bargaining unit position.
- (b) Seniority for employees placed back into the Bargaining Unit:

An employee whose position is outside the Bargaining Unit and whose position is negotiated into the Bargaining Unit by the parties or whose position is included in the Bargaining Unit by the Labour Relations Board, shall be given seniority equivalent to the employee's length of

service with the Employer (either inside or outside the Bargaining Unit) but excluding overtime as long as he/she remains in the same classification. Should the employee apply for another position within the Bargaining Unit, the seniority of that employee shall commence from the date that the employee was included in the Bargaining Unit. Should the employee be subjected to layoff, he/she would only have seniority from the date that he/she was included in the Bargaining Unit.

- (c) service during the first thirteen **(13)** months of a permanent appointment to a supervisory position on a **Management Pay Plan**.

### 37.02 Loss of Seniority

The following conditions shall result in loss of seniority for an employee:

- (a) he/she resigns or retires and is not re-employed within thirty (30) calendar days;
- (b) he/she is dismissed and not re-instated;
- (c) he/she has been laid off for a period in excess of two **(2)** years;
- (d) when recalled from layoff, he/she fails to report within fourteen **(14)** calendar days' notice to do so. Where an employee, because of sickness or other exceptional circumstances cannot report when required, he/she will not forfeit his/her recall rights. An employee recalled for casual work at a time when he/she is employed elsewhere, shall not lose his/her recall rights for refusal to return to work. Upon receipt of notice for recall, the employee must, within two **(2)** days, notify the Employer of his/her intentions; or
- (e) he/she is absent from work for five **(5)** consecutive days without notifying management giving a satisfactory reason for such absence, unless notice was not reasonably possible.

### 37.03 Probationary Employees

- (a) Newly hired employees shall be employed on a probationary basis for a period as defined in Clause 5.01 (s) and subject to Clause 12.11 (b), shall be entitled to all the rights and benefits of this Agreement. Probationary employees shall not accumulate seniority during their probationary period, but upon successful completion of the probationary period, seniority shall be effective from the original date of employment.

- (b) An employee will be kept advised of his/her progress during the probationary period.
- 37.04 (a)** The Employer shall maintain seniority lists which indicate the date in which the employee's service commenced. Current seniority lists shall be provided to the Union and posted in all work locations in January of each year.
- (b) There shall be three (3) separate seniority lists:
- (i) Campus
  - (ii) District.
  - (iii) Province
- (c) Seniority lists shall include the following information:
- |           |                                   |
|-----------|-----------------------------------|
| Name      | Termination Date                  |
| Campus    | Status                            |
| CN Level  | FT/PT                             |
| Hire Date | Classification (descending order) |
| Seniority |                                   |

**37.05 Assignments Outside the Bargaining Unit**

Where an employee is assigned to a position which is outside the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of assignment, but will not accumulate any further seniority while outside the unit.

- 37.06 (a)** Where an employee is required by the Employer to relocate from one Campus to another which does not constitute a change in an employee's classification, seniority shall be the deciding factor.
- (b) Notwithstanding Clause **37.06 (a)**, the rotational practice currently in effect for maintenance and security staff shall be maintained.

**ARTICLE 38**

**JOB COMPETITIONS**

- 38.01 (a) When a vacancy or a new position is to be filled, either inside or outside the bargaining unit, the Employer shall post notice of the position in accessible places in the College for a period of not less than seven (7) working days. Copies of all postings are to be supplied concurrently to the Local Secretary of the Union.
- (b) Where, in the Employer's opinion, a temporary vacancy is expected to exist for a period in excess of thirteen (13) continuous weeks, then such vacancy shall be posted in accordance with **Clause 38.01 (a)**.

**38.02** Notice of bargaining unit job competitions shall contain the following information:

- (a) the classification title and where applicable and required, the organization title;
- (b) description of position;
- (c) Step 1 • Step 4 and CN level;
- (d) required qualifications, knowledge, education and skills;
- (e) location of the position;
- (f) closing date;
- (g) shift work where applicable;
- (h) whether position is included in bargaining unit;
- (i) this position is open to both male and female;
- (j) all other special requirements, e.g. Vehicle, license, etc.

Qualifications may not be established in an arbitrary or discriminatory manner.

38.03 Notice of Public Service job competitions, both internal and external, will be posted. Provided that job postings to the Public Service Commission website shall meet the requirements of this Clause.

**38.04** An employee who is requested to attend an interview by the Public Service Commission shall, with the prior approval of the President, be awarded time off with pay as is required for the purpose of attending the interview.

**38.05** Procedure for F\*\*\*

- (a) All vacancies identified in accordance with Clause 38.01(a), 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.
- (b) Whereas the parties recognize:
  - (i) opportunity for promotion should increase with length of service;
  - (ii) the parties therefore agree that in evaluating candidates who have been recommended by either the Public Service Commission or a chair of a College selection committee for promotion, the President or his/her designate shall consider three (3) criteria: qualifications, ability and seniority;
  - (iii) where the recommended candidates are evaluated as being relatively equal in accordance with Clause 38.05(b)(ii), the senior recommended candidate shall be selected for appointment.

For the purpose of this clause promotion shall include the movement of employees from one status. (permanent, sessional, or temporary) to another. Employees who remain on the same salary scale after promotion shall have no adjustment to salary.

(c) **Trial Period**

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



- 38.06** A permanent employee who applies for and is accepted for a temporary position which is a promotion shall, after nine (9) months in the position, have the option to either revert to their former position or bump at the higher CN level upon completion of the temporary work. Selection to the temporary position will be in accordance with the promotion and transfer clauses of this Article. Where the temporary position has been awarded to replace another employee on leave the employee on leave can not be displaced.
- 38.07** Upon written request, an applicant in a job competition will be provided with the name of the successful applicant and the reason(s) as to why he/she was unsuccessful.
- 38.08** Notwithstanding the posting requirements of this Article, and where the parties mutually agree, lateral transfers or voluntary demotions may be granted without posting for the following reasons:
- (a) On compassionate or medical grounds, to permanent employees who have completed their probationary period.
  - (b) Subject to 29.03 (a) and (b), to all permanent employees who have become incapacitated by injury on duty or work related illness.
- 38.09** Notwithstanding the provisions of Clause 37.02 where an employee is forced to resign his/her position because of the transfer of a spouse by the spouse's employer, such employee shall maintain his/her seniority accrued up to the date of resignation for the purpose of layoff and recall only upon obtaining employment within the bargaining unit within a period of twenty-four (24) months.

## **ARTICLE 39**

### **TERMINATION OF EMPLOYMENT - LAYOFF**

#### **Notice to be Given Employees**

##### **39.01 Permanent and Probationary Employees**

Except in the case of dismissal for just cause, thirty (30) calendar days' notice in writing shall be given to permanent and probationary employees whose services are to be terminated. If such notice is not given, the employees shall be paid for the number of days by which the period of notice was reduced.

**39.02** Part-Time and T\_\_\_\_\_

Except in the case of dismissal for just cause, fourteen (14) calendar days' notice in writing will be given to temporary and part-time employees whose services are to be terminated, provided that such employees are not hired for a specified time period. This notice period will also apply during their probationary period. If such notice is not given, the employees shall be paid for the number of days by which the period of notice was reduced.

Notice to be Given Employer

**39.03** Permanent and Probationary Employees

Permanent and probationary employees shall give the President thirty (30) calendar days' written notice of intention to terminate employment.

**39.04** Temporary and Part-Time Employees

Temporary and part-time employees shall give the President ten (10) calendar days' written notice of intention to terminate employment. This notice period will also apply during their probationary period.

**39.05** The notice periods referred to in this Article may be reduced by mutual agreement between the employee and the Employer. Annual leave shall not be used as any part of the period of notice unless mutually agreed between the employee and the Employer.

**39.06** An employee who has been out of the employment of the Employer for a period of not more than two (2) years and is re-employed in the same or lower classification shall be placed on the respective salary scale at the same step (i.e., Step 1, 2, 3, or 4) that he/she was on at the date of termination. If the person is re-employed in a higher classification, he/she will be placed at the step in the new scale which is nearest to his/her previous rate.

**39.07** Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment (as per Schedule "K") the attached chart. Where an

earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly. Employees who are reemployed with any Employer covered by the coalition negotiations shall be **required** to pay back part of any severance **pay/pay** in lieu notice they received. The amount they have **to** pay back shall be based on the length of time they have been out of the employment from the Employer covered by the coalition negotiations. The amount repaid will be based on the net amount received by the employee or the amount paid to a financial institution on behalf of an employee.

## **ARTICLE 40**

### **LAYOFF AND RECALL**

- 40.01** The layoff, recall, and bumping provisions outlined in this article shall be governed in all instances by the following provisions:
- 1.** (a) Employees exercising their rights must be qualified and able to perform the duties of the position they intend **to** occupy.
  - (b) All employees hired after July 1, 2004, will earn seniority if occupying a bargaining unit position, but will not be eligible for bumping or recall unless they have acquired their position in accordance with Article 38 of this Agreement.
  - 2.** Employees shall not be permitted **to** bump upwards or exercise recall rights **to** a higher classification than that from which he/she was laid off.
  - 3.** There shall be three (3) distinct employee groups: (1) permanent; **(2)** sessional; (3) temporary. Employees in each group shall be entitled to bump employees in another group in accordance with their total seniority and subject to the following:
    - (a) Layoff**
      - (i) Where the Employer determines that a layoff is required within a Department, the employees in the Department in the classification being laid off who have the least seniority, shall be the first employees laid off.

(ii) Where no Departments exist within a campus and the Employer determines that a layoff is required within a campus, the employees in the campus in the classification being laid off who have the least seniority shall be the first employees laid off.

(b) **Recall Procedure**

Where the Employer determines that a recall is required, then employees shall be recalled in the following order:

- (i) the most senior employee in the affected classification on layoff from the Campus
- (ii) the most senior employee in the affected classification on layoff from the Region

(c) **Bumping Procedure**

An employee who has been given notice of layoff shall accept the layoff or shall be entitled to bump as follows:

**All Employees**

- (i) the least senior employee in the affected classification within the Campus;
- (ii) ~~the least~~ senior employee in the affected classification in the Region

or

- (iii) the least senior employee in another equivalent or lower classification in the Campus;

or

- (iv) the least senior employee in another equivalent or lower classification in the Region.

Note: (ii), (iii) and (iv) are intended to be viewed as non-sequential options.

**Permanent and Sessional Employees**

\*(v) If after exhausting the options outlined above, a permanent or sessional employee has not been able to bump, then the employee shall be entitled to bump as follows:

1. A less senior employee in the affected classification in the Province;

or.

2. A less senior employee in an equivalent or lower classification in the Province.

(d) . An employee on layoff status in the Region who is not recalled when a recall occurs at a campus shall have the option to bump in accordance with the procedure outlined in Clause 40.01(c).

**Sessional Employees**

\*(e) Notwithstanding 3 (c) above, a sessional employee shall not be permitted to bump, nor shall they have rights of recall. to positions other than their sessional position when laid off as part of their regular sessional employment. Should a sessional employee not be recalled when the regular sessional recall occurs, that employee shall have the option to bump in accordance with (c) above for ten (10) days from the date of the regular sessional recall.

40.02 The employee who is bumped in accordance with this Article shall be deemed to have been given notice of layoff with effect from the date that the employee who bumped him/her was given notice of layoff. However, no employee shall receive less than forty-eight (48) hours' notice.

40.03 An employee who changes his/her classification as a result of this Article shall be paid at the same step on the scale for his/her new classification as he/she was being paid in his/her previous classification.

An employee may change his/her Department and/or Campus and/or his/her classification as a result of his/her exercising his/her bumping rights. For the purpose of recall, the Employer will be required to recall the employee as if he/she did not exercise his/her bumping rights. For the purpose of layoff, the Employer will be required to issue notice of layoff to the employee in accordance with the Department and/or Campus in which he/she is currently employed.

- 40.04** An employee who chooses to bump another employee in accordance with this Article must exercise that right either before the date he/she would otherwise be laid off (excluding cases where payment in lieu of notice is given, in which case, the prescribed period will apply) or within ten (10) days of the occurrence of a recall.
- 40.05** **NO** new employees shall be hired until those **on** layoff status, with recall rights, have been given an opportunity of recall, provided they can meet the required qualifications for the available job.
- 40.06** When an employee is recalled to work in the same classification, he/she will receive not less than that received prior to layoff, plus any salary adjustments to that classification made during the period of layoff.
- 40.07** An employee who has become incapacitated by injury, illness, or compensable occupational **disablement**, and is unable to perform his/her regular duties as a result, will be employed in another position in which he/she can perform, provided that a suitable position is available, and the applicable rate for the new position will apply. Such **an** employee shall not displace an employee with more seniority.
- 40.08** An employee who, through advancing years, is unable **to** perform his/her regular duties, will be employed in another position **in** which he/she can perform, provided that a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority.

## **ARTICLE 41**

### **TECHNOLOGICAL CHANGE**

#### **41.01 Advance Notice**

Before the introduction of any technological change or new method of operation which will affect the rights and benefits of an employee as provided for under this Collective Agreement, the Employer will notify the Union of the proposed change.

41.02 **Consultation**

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

41.03 **Training Benefits**

In the event that the Employer should introduce new methods or machines which require new or greater skills than those possessed by employees who are employed in the operation being changed, and where such employees would otherwise be laid off, then training shall be provided for employees affected who are able to complete the required training within a reasonable period of time determined by the Employer. Where leave is required, leave for such training shall be with pay, less any other allowances provided for such training by Government or other programs.

41.04 (a) Where an affected employee elects not to avail of training as provided for under Clause 41.03, the Employer agrees that, where possible, the effect on the employee will be minimized by transfer or re-assignment within the employ of the Employer.

(b) An employee transferred or re-assigned in accordance with (a) above will not suffer any reduction in his/her regular salary, unless such employee has refused, without giving reasons acceptable to the Employer, to avail of training provided in accordance with Clause 41.03.

41.05 **No New Employees**

No new employee(s) will be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation until the employee(s) already employed, and affected by the change have been notified and allowed an opportunity to retrain in accordance with Clause 41.03.

41.06 Notwithstanding any of the above, it is agreed that where an employee elects not to avail of training opportunities under Clause 41.03 or where it is not possible to transfer or re-assign the employee within the employ of the Employer because of the non-existence of available positions, the employee will be terminated, and notice will be served in accordance with Article 39, Termination of Employment - Layoff.

- 41.07** Where an employee is laid off by virtue of Clause **41.06** above, he/she shall retain the right to any vacancy arising within the bargaining unit for which he/she is qualified or reasonably trainable for a period of twelve (12) months from the date of layoff.
- 41.08** For the purpose of Clause **41.07**, the term "reasonably trainable" shall be defined as "able to be trained on-the-job to perform the full scope of duties of a position within a three (3) month period".

## **ARTICLE 42**

### **UNION REPRESENTATION**

- 42.01** A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of one (1) hour during the first month of employment. This interview to acquaint new employees with the benefits and responsibilities of Union membership will take place on a group basis monthly and a Shop Steward or Union representative will provide the new employee with a copy of the Collective Agreement. Where possible, such interviewing will take place during the Orientation Program of new employees.
- 42.02** The Employer agrees that access to its premises may be allowed to persons permanently employed by the Union for the purpose of interviewing a Union member and such interview shall not interfere with the operations of the Employer.
- 42.03** Permission to hold meetings on the College premises shall, in each case, be obtained from the President, and such meetings shall not interfere with the operations of the College.
- 42.04** The Employer agrees to recognize the Shop Stewards when informed of their appointment. The number of Shop Stewards shall be mutually agreed upon by the Union and the Employer.
- 42.05** (a) Employees shall have the right at any time to have the assistance of a full time representative(s) of the Union on all matters relating to Employer/employee relations. Union representatives shall have access to the



Employer's premises in order to provide the required assistance. Employees involved in such discussion or investigation of grievance shall not absent themselves from work except with permission from their Supervisor and such permission will not be unreasonably withheld.

- (b) Employees shall have the right to have a Shop Steward present on all matters relating to Employer/employee relations.

### **ARTICLE 43**

#### **CONTRACTING OUT**

- 43.01 Should the Employer contract out work, the Employer agrees to provide continued employment for any staff that would normally be laid off by the decision to contract out work, and the employee's salary at the time of contracting out shall be maintained for the duration of this Agreement. Where an employee is moved to a position classified higher than the employee's previous position, he/she will be placed on the salary scale for that position.
- 43.02 The Employer will give the Union two (2) months' notice of its intention to contract out work.

### **ARTICLE 44**

#### **STRIKES OR LOCKOUTS**

- 44.01 The Employer agrees that there will be no lockouts during the term of this Agreement. The Union agrees there will be no strikes during the term of this Agreement.

### **ARTICLE 45**

#### **AMENDMENT BY MUTUAL CONSENT**

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

**ARTICLE 46**

**RELOCATION EXPENSES**

46.01 Employees shall be eligible for relocation expenses in accordance with the Public Service Commission procedures, as applicable. In addition, permanent and sessional employees shall be eligible for relocation expenses in accordance with the Public Service Commission Procedures, as applicable, when exercising their bumping rights.

**ARTICLE 47**

**PERSONAL LOSS**

47.01 Subject to Clauses 47.02 and 47.03, where an employee in the performance of his/her duty suffers any personal loss and where such loss was not due to the employee's negligence, the Employer shall compensate the employee for the value of any loss suffered subject to a maximum of one thousand dollars (**\$1000.00**).

47.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within two (2) days of the incident to the President or his/her designated representative.

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

**ARTICLE 48**

**GROUP INSURANCE**

48.01 The Group Insurance Plan presently in effect shall remain in effect for the term of this Agreement,

- \*48.02** The Employer will pay fifty percent (**50%**) of the premiums of the Group Insurance Plan and the employee will pay fifty percent (**50%**).
- 48.03** Seasonal employees on layoff and employees on approved unpaid leave shall have the right to continue coverage through direct payments of one hundred percent (100%) of the premiums of the Group Insurance Plan.
- 48.04** A summary of the general provisions and benefits of the Plan is appended to this Agreement as Schedule "J".

## **ARTICLE 49**

### **WORKING CONDITIONS**

- 49.01** The Employer agrees to be guided by the Safety Regulations of the Occupational Health and Safety Act.
- 49.02** The present practice relating to accommodations for employees to have their meals and store and change their clothes will be maintained during the term of this Agreement.
- 49.03** The present practice relating to parking facilities for employees during working hours will be maintained during the term of this Agreement. The cost of parking will not increase during the life of this Agreement.
- 49.04 (a)** All employees working on unsanitary or dangerous jobs shall be supplied with all necessary tools, safety equipment and protective clothing.

  - \* (b)** Maintenance and general workers will continue to receive the present allotment of work clothes and other wear items as listed in Schedule "E".
  - (c)** Employees who are entitled to clothing in accordance with Schedule "E" shall be supplied with the items by May 15<sup>th</sup> of each year, with the exception that winter clothing will be supplied by October 15<sup>th</sup> of each year. Dates may change due to circumstances beyond the Employer's control,

- 49.05** The Employer agrees with the establishment of Labour Management-Committees in each Campus for the purpose of meeting and conferring on matters of mutual interest which are not properly the subject matter of a grievance or arbitration. The terms of reference and operating procedures for these Committees will be those contained in Schedule "F" of this Agreement.
- 49.06** The Employer agrees to co-operate fully with any review of existing Video Display Terminals undertaken by the Occupational Health and Safety Division.
- 49.07** The mandate of Occupational, Health and Safety Committees shall be expanded to include environmental issues.
- 49.08** The parties agree that the Union may communicate with employees at their place of work via the Employer's e-mail system and vice-versa, and employees may communicate with each other via the Employer's e-mail system regarding Union matters. Such communications and usage of the Employer's e-mail system are to be in accordance with the Employer's policy on acceptable use of computing resources.

## **ARTICLE 50**

### **GENERAL PROVISIONS**

#### **50.01 Jury or Court Witness Duty**

No employee shall suffer any loss of pay or benefits while serving jury duty or while appearing as a witness in any Court action which does not involve the employee as a party to the action, for example, as a complainant, defendant, or co-respondent.

#### **50.02 Political Activity**

An employee who wishes to run as a candidate in a Provincial or Federal election will be granted, upon request, leave without pay for up to four (4) consecutive weeks during the period immediately preceding the election date. Where the employee is unsuccessful in the election, he/she will be permitted to return to his/her former position without any loss of accumulated benefits.

**50.03 Employee Assistance Program**

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to co-operate in encouraging employees affected with alcohol, drug or other personal problems to undergo a co-ordinated program directed to the objective of their rehabilitation. The Employee Assistance Program co-ordinated by the Public Service Commission shall continue to operate to meet the joint objective described above. Any changes to the Program must have the approval of both parties.

50.04 (a) An employee of an Organization listed in Schedule "H" who terminates employment with that Organization to accept employment at the College of the North Atlantic shall transfer the following benefits:

- accumulated **sick** leave entitlement;
- years of service for the purpose of determining annual leave entitlement;
- years of service for calculating severance pay.

**(b) Portability of Benefits**

Employees who are accepted for employment with 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

**50.05 Bulletin Boards**

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

**50.06 Part-time and Temporary Employees**

- (a) Part-time employees shall accrue benefits under this Agreement on a pro-rata basis, according to their hours of work.
- (b) Temporary and sessional employees shall be entitled to the wages and benefits of this Agreement for the duration of their employment. Benefits shall be pro-rated and subject to Clause 22.16, employees will be allowed to carry forward these benefits from one period of employment to the next.
- (c) Notwithstanding 50.06 (b), a temporary or sessional employee cannot carry forward benefits where:
  - (i) the employee has been laid off in excess of twenty-four (24) consecutive months; or
  - (ii) the employee resigns and is not re-appointed within thirty (30) days.
  - (iii) the employee fails to report to work within fourteen (14) calendar days when recalled.

**50.07 Adverse Weather Conditions**

The following provisions shall apply to employees during adverse weather conditions or conditions necessitating a state of emergency or the closing of a Campus being declared by either the President or the relevant Municipal Council or Government Agency.

- (a) (i) All employees shall be deemed to be on duty during the period of closure, with the exception of those employees designated by the President as employees performing an essential service.
- (ii) Those designated by the President as employees who perform an essential service shall, where possible, be supplied transportation to their place of work and return by the Employer.
- (b) Those employees referred to in Clause 50.08 (a) (ii) above who are on special leave with or without pay immediately preceding the declaration of the state of emergency will be deemed to be on special leave with or without pay, as the case may be, during the period so declared an emergency.

## **ARTICLE 51**

### **DURATION OF AGREEMENT**

\* 51.01 Except as otherwise provided in this Collective Agreement, this Agreement shall be effective from date of signing to March 31, 2008.

51.02 This Agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of this Agreement and until such time as it is replaced by a new Collective Agreement.

Notwithstanding the above, the parties shall retain their legal right to lock out or strike in accordance with the Public Service (Collective Bargaining) Act.

\* 51.03 Either of the parties to this Agreement may, within the seven month period immediately prior to the expiration of this Agreement, issue notice of its intention to terminate the Agreement or request negotiations for a renewal or amendment of the Agreement.

## **ARTICLE 52**

### **ADVANCE NOTICE**

52.01 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 53**

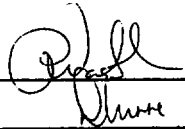

### **CRIMINAL OR LEGAL LIABILITY**

53.01 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 his/her duties, provided that the Employer is satisfied that the employee performed duties required by the Employer, and/or the employee acted within the scope of his/her employment.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 4<sup>th</sup> day of May, 2004.

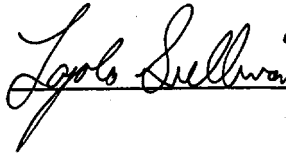
SIGNED on behalf of the Board of Governors of the College of the North Atlantic by its proper Officer(s) in the presence of the witness hereto subscribing:

  
\_\_\_\_\_  
WITNESS

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

SIGNED on behalf of Treasury Board representing Her Majesty the Queen in Right of Newfoundland and Labrador by the Honourable Loyola Sullivan, President of Treasury Board in the presence of the witness hereto subscribing:

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_

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

\_\_\_\_\_  
WITNESS

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





# NAPE

Newfoundland & Labrador Association of  
Public & Private Employees

330 Portugal Cove Place  
P.O. Box 8100  
St. John's, NL  
A1B 3M8

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*(Incorporated in 1937)*

February 9, 2005

Ms. Raelene Thomas  
Staff Relations Specialist  
Collective Bargaining Division  
Treasury Board  
Confederation Building  
St. John's NL

Dear Ms. Thomas:

**R E CONA Support Staff Collective Agreement  
May 4, 2004 to March 31, 2008**

We have reviewed the draft of the above-noted Collective Agreement and agree that it is a true depiction of the Collective Agreement as contemplated by Bill 18.

Yours truly,

Leo Puddister  
PRESIDENT

LP:gg

**SCHEDULE "A"**

**SALARY IMPLEMENTATION FORMULA**

**Salaries**

Effective April , 2004 - 0%

Effective April , 2005 - 0%

Effective April 1, 2006 - Increase all salary scales by two percent (2%)

Effective April 1, 2007 - Increase all salary scales by three percent (3%)

**Step Progression**

1. Employees shall continue to advance one (1) Step on their respective salary scales for each twelve (12) months of service accumulated, effective when the additional twelve (12) months of service was accumulated.
2. New employees shall advance one (1) Step on their respective salary scales for each twelve (12) months of service, and thereafter, from year to year for each additional twelve (12) months of service accumulated.

**Rate of Pay for Employees whose regular hours of work are greater than 35 hours/week**

The annual salary for employees whose normal scheduled hours of work are greater than thirty-five (35) hours/week shall be determined by multiplying the employee's regular hourly rate by his/her normal scheduled working hours per year.

**Red-Circled Employees**

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

- (b) **Employees whose regular salary scale rate exceed the maximum of the new salary scale on the respective date shall receive a cash payment of the percentage increase applicable for their salary scale rate. This cash payment will be paid for each regular hour worked.**

COLLEGE OF THE NORTH ATLANTIC  
SUPPORT STAFF  
EFFECTIVE APRIL 1, 2004

<b>PAY LEVEL</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
<b>CN-01</b>				
HOURLY	11.83	12.00	12.20	12.36
BI-WEEKLY	828.12	840.00	854.00	866.19
ANNUAL	21,531.00	21,840.00	22,204.00	22,485.00
<b>CN-02</b>				
HOURLY	11.89	12.04	12.24	12.43
BI-WEEKLY	832.31	842.81	856.81	870.12
ANNUAL	21,640.00	21,913.00	22,277.00	22,623.00
<b>CN-03</b>				
HOURLY	11.95	12.13	12.32	12.49
BI-WEEKLY	836.50	849.12	862.38	874.31
ANNUAL	21,749.00	22,077.00	22,422.00	22,732.00
<b>CN-04</b>				
HOURLY	12.02	12.21	12.43	12.65
BI-WEEKLY	841.38	854.69	870.12	885.50
ANNUAL	21,876.00	22,222.00	22,623.00	23,023.00
<b>CN-05</b>				
HOURLY	12.13	12.30	12.47	12.67
BI-WEEKLY	849.12	861.00	872.88	886.88
ANNUAL	22,077.00	22,388.00	22,695.00	23,059.00
<b>CN-06</b>				
HOURLY	12.21	12.37	12.56	12.76
BI-WEEKLY	854.69	865.88	879.19	893.19
ANNUAL	22,222.00	22,513.00	22,859.00	23,223.00
<b>CN-07</b>				
HOURLY	12.32	12.49	12.69	12.88
BI-WEEKLY	862.38	874.31	888.31	901.62
ANNUAL	22,422.00	22,732.00	23,096.00	23,442.00
<b>CN-08</b>				
HOURLY	12.42	12.61	12.79	12.99
BI-WEEKLY	869.36	882.69	895.31	909.31
ANNUAL	22,604.00	22,950.00	23,278.00	23,642.00
<b>CN-09</b>				
HOURLY	12.53	12.71	12.92	13.14
BI-WEEKLY	877.12	889.69	904.38	919.81
ANNUAL	22,805.00	23,132.00	23,514.00	23,915.00

EFFECTIVE APRIL 1, 2004

<u>PAY LEVEL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<b>CN-10</b>				
HOURLY	12.62	12.80	13.03	13.22
BI-WEEKLY	883.38	896.00	912.12	925.38
ANNUAL	22,968.00	23,286.00	23,715.00	24,060.00
<b>CN-11</b>				
HOURLY	12.72	12.92	13.14	13.34
BI-WEEKLY	890.38	904.38	919.81	933.81
ANNUAL	23,150.00	23,514.00	23,915.00	24,279.00
<b>CN-12</b>				
HOURLY	12.85	13.05	13.25	13.38
BI-WEEKLY	899.50	913.50	927.50	936.62
ANNUAL	23,387.00	23,751.00	24,115.00	24,352.00
<b>CN-13</b>				
HOURLY	12.97	13.14	13.40	13.57
BI-WEEKLY	907.88	919.81	938.00	949.88
ANNUAL	23,605.00	23,915.00	24,388.00	24,697.00
<b>CN-14</b>				
HOURLY	13.14	13.31	13.50	13.74
BI-WEEKLY	919.81	931.69	945.00	961.81
ANNUAL	23,915.00	24,224.00	24,570.00	25,007.00
<b>CN-15</b>				
HOURLY	13.28	13.44	13.67	13.92
BI-WEEKLY	929.62	940.81	956.88	974.38
ANNUAL	24,170.00	24,461.00	24,879.00	25,334.00
<b>CN-16</b>				
HOURLY	13.37	13.62	13.88	14.06
BI-WEEKLY	935.88	953.38	971.62	984.19
ANNUAL	24,333.00	24,788.00	25,262.00	25,589.00
<b>CN-17</b>				
HOURLY	13.61	13.85	14.04	14.32
BI-WEEKLY	952.69	969.50	982.81	1,002.38
ANNUAL	24,770.00	25,207.00	25,553.00	26,062.00
<b>CN-18</b>				
HOURLY	13.80	14.04	14.21	14.51
BI-WEEKLY	966.00	982.81	994.69	1,015.69
ANNUAL	25,116.00	25,553.00	25,862.00	26,408.00

EFFECTIVE APRIL 1, 2004

<u>PAY LEVEL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<b>CN-19</b>				
HOURLY	14.06	14.21	14.52	14.83
BI-WEEKLY	984.19	994.69	1,016.38	1,038.12
ANNUAL	25,569.00	25,862.00	26,426.00	26,991.00
<b>CN-20</b>				
HOURLY	14.21	14.52	14.83	15.18
BI-WEEKLY	994.69	1,016.38	1,038.12	1,062.62
ANNUAL	25,862.00	26,426.00	26,991.00	27,628.00
<b>CN-21</b>				
HOURLY	14.43	14.77	15.08	15.46
BI-WEEKLY	1,010.12	1,033.88	1,055.62	1,082.19
ANNUAL	26,263.00	26,881.00	27,446.00	28,137.00
<b>CN-22</b>				
HOURLY	14.70	15.04	15.40	15.84
BI-WEEKLY	1,029.00	1,052.81	1,078.00	1,108.81
ANNUAL	26,754.00	27,373.00	28,028.00	28,829.00
<b>CN-23</b>				
HOURLY	14.97	15.31	15.72	16.20
BI-WEEKLY	1,047.88	1,071.69	1,100.38	1,134.00
ANNUAL	27,245.00	27,864.00	28,610.00	29,484.00
<b>CN-24</b>				
HOURLY	15.57	15.87	16.31	16.82
BI-WEEKLY	1,089.88	1,110.88	1,141.69	1,177.38
ANNUAL	28,337.00	28,883.00	29,684.00	30,612.00
<b>CN-25</b>				
HOURLY	15.92	16.39	16.92	17.36
BI-WEEKLY	1,114.38	1,147.31	1,184.38	1,215.19
ANNUAL	28,974.00	29,830.00	30,794.00	31,595.00
<b>CN-26</b>				
HOURLY	16.48	17.04	17.46	18.06
BI-WEEKLY	1,153.62	1,192.81	1,222.19	1,264.19
ANNUAL	29,994.00	31,013.00	31,777.00	32,869.00
<b>CN-27</b>				
HOURLY	16.93	17.50	18.10	18.61
BI-WEEKLY	1,185.12	1,225.00	1,267.00	1,302.69
ANNUAL	30,813.00	31,850.00	32,942.00	33,870.00

EFFECTIVE APRIL 1, 2004

<u>PAY LEVEL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<b>CN-28</b>				
HOURLY	17.52	18.12	18.66	19.39
81-WEEKLY	1,226.38	1,268.38	1,308.19	1,357.31
ANNUAL	31,886.00	32,978.00	33,961.00	35,290.00
<b>CN-29</b>				
HOURLY	18.03	18.50	19.25	20.00
BI-WEEKLY	1,262.12	1,295.00	1,347.50	1,400.00
ANNUAL	32,815.00	33,670.00	36,035.00	36,400.00
<b>CN-30</b>				
HOURLY	18.38	19.07	19.84	20.64
BI-WEEKLY	1,286.62	1,334.88	1,388.81	1,444.81
ANNUAL	33,452.00	34,707.00	36,109.00	37,565.00
<b>CN-31</b>				
HOURLY	19.10	19.86	20.67	21.53
BI-WEEKLY	1,337.00	1,390.19	1,446.88	1,507.12
ANNUAL	34,762.00	36,145.00	37,619.00	39,185.00
<b>CN-32</b>				
HOURLY	19.76	20.59	21.46	22.35
BI-WEEKLY	1,383.19	1,441.31	1,502.19	1,564.50
ANNUAL	35,963.00	37,474.00	39,057.00	40,677.00
<b>CN-33</b>				
HOURLY	20.50	21.34	22.25	23.17
BI-WEEKLY	1,435.00	1,493.81	1,557.50	1,621.88
ANNUAL	37,310.00	38,839.00	40,495.00	42,169.00
<b>CN-34</b>				
HOURLY	21.24	22.17	23.13	24.12
BI-WEEKLY	1,486.81	1,551.88	1,619.12	1,688.38
ANNUAL	38,667.00	40,349.00	42,097.00	43,898.00
<b>CN-35</b>				
HOURLY	22.17	23.13	24.12	25.12
81-WEEKLY	1,551.88	1,619.12	1,688.38	1,758.38
ANNUAL	40,349.00	42,097.00	43,898.00	45,718.00
<b>CN-36</b>				
HOURLY	23.13	24.12	25.12	26.22
SI-WEEKLY	1,619.12	1,688.38	1,758.38	1,835.38
ANNUAL	42,087.00	43,898.00	45,718.00	47,720.00

EFFECTIVE APRIL 1, 2004

<u>PAY LEVEL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<b>CN-37</b>				
HOURLY	24.08	25.08	26.17	27.31
BI-WEEKLY	1,685.62	1,755.62	1,831.88	1,911.69
ANNUAL	43,826.00	45,646.00	47,629.00	49,704.00
<b>CN-38</b>				
HOURLY	25.03	26.10	27.21	28.41
BI-WEEKLY	1,752.12	1,827.00	1,904.69	1,988.69
ANNUAL	45,555.00	47,502.00	49,522.00	51,706.00
<b>CN-39</b>				
HOURLY	25.97	27.09	28.27	29.51
BI-WEEKLY	1,817.88	1,896.31	1,978.88	2,065.69
ANNUAL	47,265.00	49,304.00	51,451.00	53,708.00
<b>CN-40</b>				
HOURLY	26.90	28.06	29.29	30.58
BI-WEEKLY	1,883.00	1,964.19	2,050.31	2,140.62
ANNUAL	48,958.00	51,069.00	53,308.00	55,656.00
<b>CN-41</b>				
HOURLY	27.86	29.08	30.37	31.70
BI-WEEKLY	1,950.19	2,035.62	2,125.88	2,219.00
ANNUAL	50,706.00	52,926.00	55,273.00	57,694.00
<b>CN-42</b>				
HOURLY	28.57	29.79	31.13	32.50
BI-WEEKLY	1,999.88	2,085.31	2,179.12	2,275.00
ANNUAL	51,997.00	54,218.00	56,657.00	59,150.00



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<u>PAY LEVEL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<b>CN-01</b>				
HOURLY	12.07	12.24	12.44	12.61
BI-WEEKLY	844.88	856.81	870.81	882.69
ANNUAL	21,967.00	22,277.00	22,641.00	22,950.00
<b>CN-02</b>				
HOURLY	12.13	12.28	12.48	12.68
BI-WEEKLY	849.12	859.82	873.62	887.62
ANNUAL	22,077.00	22,350.00	22,714.00	23,078.00
<b>CN-03</b>				
HOURLY	12.19	12.37	12.57	12.74
EI-WEEKLY	853.31	865.88	879.88	891.81
ANNUAL	22,186.00	22,513.00	22,877.00	23,187.00
<b>CN-04</b>				
HOURLY	12.26	12.45	12.68	12.90
EI-WEEKLY	858.19	871.50	887.62	903.00
ANNUAL	22,313.00	22,659.00	23,078.00	23,478.00
<b>CN-05</b>				
HOURLY	12.37	12.55	12.72	12.92
BI-WEEKLY	865.88	878.50	890.38	904.38
ANNUAL	22,513.00	22,841.00	23,150.00	23,514.00
<b>CN-06</b>				
HOURLY	12.45	12.62	12.81	13.02
BI-WEEKLY	871.50	883.38	896.69	911.38
ANNUAL	22,659.00	22,968.00	23,314.00	23,696.00
<b>CN-07</b>				
HOURLY	12.57	12.74	12.94	13.14
EI-WEEKLY	879.88	891.81	905.81	919.81
ANNUAL	22,877.00	23,187.00	23,551.00	23,915.00
<b>CN-08</b>				
HOURLY	12.67	12.86	13.05	13.25
BI-WEEKLY	886.88	900.19	913.50	927.50
ANNUAL	23,059.00	23,405.00	23,751.00	24,115.00
<b>CN-09</b>				
HOURLY	12.78	12.96	13.18	13.40
EI-WEEKLY	894.62	907.19	922.62	938.00
ANNUAL	23,260.00	23,587.00	23,988.00	24,388.00

EFFECTIVE APRIL 1, 2006

<b>PAY LEVEL</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
<b>CN-10</b>				
HOURLY	12.87	13.06	13.29	13.48
EI-WEEKLY	900.88	914.19	930.31	943.62
ANNUAL	23,423.00	23,769.00	24,188.00	24,534.00
<b>CN-11</b>				
HOURLY	12.97	13.18	13.40	13.61
EI-WEEKLY	907.88	922.62	938.00	952.69
ANNUAL	23,605.00	23,988.00	24,388.00	24,770.00
<b>CN-12</b>				
HOURLY	13.11	13.31	13.52	13.65
EI-WEEKLY	917.69	931.89	946.38	955.50
ANNUAL	23,860.00	24,224.00	24,608.00	24,843.00
<b>CN-13</b>				
HOURLY	13.23	13.40	13.67	13.84
EI-WEEKLY	926.12	938.00	956.88	968.81
ANNUAL	24,079.00	24,388.00	24,879.00	25,189.00
<b>CN-14</b>				
HOURLY	13.40	13.58	13.77	14.01
EI-WEEKLY	938.00	950.62	963.88	980.69
ANNUAL	24,388.00	24,716.00	25,061.00	25,498.00
<b>CN-15</b>				
HOURLY	13.55	13.71	13.94	14.20
EI-WEEKLY	948.50	959.69	975.81	994.00
ANNUAL	24,661.00	24,952.00	25,371.00	25,844.00
<b>CN-16</b>				
HOURLY	13.64	13.89	14.16	14.34
EI-WEEKLY	954.81	972.31	991.19	1,003.81
ANNUAL	24,825.00	25,280.00	25,771.00	26,099.00
<b>CN-17</b>				
HOURLY	13.88	14.13	14.32	14.61
EI-WEEKLY	971.62	989.12	1,002.38	1,022.69
ANNUAL	25,262.00	25,717.00	26,062.00	26,590.00
<b>CN-18</b>				
HOURLY	14.08	14.32	14.49	14.80
EI-WEEKLY	985.62	1,002.38	1,014.31	1,036.00
ANNUAL	25,626.00	26,062.00	26,372.00	26,936.00

EFFECTIVE APRIL 1, 2006

<u>PAY LEVEL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<b>CN-19</b>				
HOURLY	14.34	14.49	14.81	15.13
BI-WEEKLY	1,003.81	1,014.31	1,036.69	1,059.12
ANNUAL	26,099.00	26,372.00	26,954.00	27,537.00
<b>CN-20</b>				
HOURLY	14.49	14.81	15.13	15.48
BI-WEEKLY	1,014.31	1,036.69	1,059.12	1,083.62
ANNUAL	26,372.00	26,954.00	27,537.00	28,174.00
<b>CN-21</b>				
HOURLY	14.72	15.07	15.38	15.77
BI-WEEKLY	1,030.38	1,054.88	1,076.62	1,103.88
ANNUAL	26,790.00	27,427.00	27,992.00	28,701.00
<b>CN-22</b>				
HOURLY	14.99	15.34	15.71	16.16
BI-WEEKLY	1,049.31	1,073.81	1,099.69	1,131.19
ANNUAL	27,282.00	27,919.00	28,592.00	29,411.00
<b>CN-23</b>				
HOURLY	15.27	15.62	16.03	16.52
BI-WEEKLY	1,068.88	1,093.38	1,122.12	1,156.38
ANNUAL	27,791.00	28,428.00	29,175.00	30,066.00
<b>CN-24</b>				
HOURLY	15.88	16.19	16.64	17.16
BI-WEEKLY	1,111.62	1,133.31	1,164.81	1,201.19
ANNUAL	28,902.00	29,466.00	30,285.00	31,231.00
<b>CN-25</b>				
HOURLY	16.24	16.72	17.26	17.71
BI-WEEKLY	1,136.81	1,170.38	1,208.19	1,239.69
ANNUAL	29,657.00	30,430.00	31,413.00	32,232.00
<b>CN-26</b>				
HOURLY	16.81	17.38	17.81	18.42
BI-WEEKLY	1,176.69	1,216.62	1,246.69	1,289.38
ANNUAL	30,594.00	31,632.00	32,414.00	33,524.00
<b>CN-27</b>				
HOURLY	17.27	17.85	18.46	18.98
BI-WEEKLY	1,208.88	1,249.50	1,292.19	1,328.62
ANNUAL	31,431.00	32,487.00	33,597.00	34,544.00

EFFECTIVE APRIL 1, 2006

<u>PAY LEVEL:</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<b>CN-28</b>				
HOURLY	17.87	18.48	19.03	19.78
BI-WEEKLY	1,250.88	1,293.62	1,332.12	1,384.62
ANNUAL	32,523.00	33,834.00	34,635.00	36,000.00
<b>CN-29</b>				
HOURLY	18.39	18.87	19.64	20.40
BI-WEEKLY	1,267.31	1,320.88	1,374.81	1,428.00
ANNUAL	33,470.00	34,343.00	35,745.00	37,128.00
<b>CN-30</b>				
HOURLY	18.75	19.45	20.24	21.05
BI-WEEKLY	1,312.50	1,361.50	1,416.81	1,473.50
ANNUAL	34,125.00	35,399.00	36,837.00	38,311.00
<b>CN-31</b>				
HOURLY	19.48	20.26	21.08	21.96
BI-WEEKLY	1,363.62	1,418.19	1,475.62	1,537.19
ANNUAL	35,454.00	36,873.00	38,366.00	39,967.00
<b>CN-32</b>				
HOURLY	20.16	21.00	21.89	22.80
BI-WEEKLY	1,411.19	1,470.00	1,532.31	1,596.00
ANNUAL	36,691.00	38,220.00	39,840.00	41,496.00
<b>CN-33</b>				
HOURLY	20.91	21.77	22.70	23.63
BI-WEEKLY	1,463.69	1,523.88	1,589.00	1,654.12
ANNUAL	38,056.00	39,621.00	41,314.00	43,007.00
<b>CN-34</b>				
HOURLY	21.66	22.61	23.59	24.60
BI-WEEKLY	1,516.19	1,582.69	1,651.31	1,722.00
ANNUAL	39,421.00	41,150.00	42,934.00	44,772.00
<b>CN-35</b>				
HOURLY	22.61	23.59	24.60	25.62
81-WEEKLY	1,582.69	1,651.31	1,722.00	1,793.38
ANNUAL	41,150.00	42,934.00	44,772.00	46,628.00
<b>CN-36</b>				
HOURLY	23.59	24.60	25.62	26.74
BI-WEEKLY	1,651.31	1,722.00	1,793.38	1,871.81
ANNUAL	42,934.00	44,772.00	46,628.00	48,667.00

EFFECTIVE APRIL 1, 2006

<u>PAY LEVEL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<b>CN-37</b>				
HOURLY	24.56	25.58	26.69	27.86
81-WEEKLY	1,719.19	1,790.62	1,868.31	1,950.19
ANNUAL	44,699.00	46,556.00	48,576.00	50,705.00
<b>CN-38</b>				
HOURLY	25.53	26.62	27.75	28.98
BI-WEEKLY	1,787.12	1,863.38	1,942.50	2,028.62
ANNUAL	46,465.00	48,448.00	50,505.00	52,744.00
<b>CN-39</b>				
HOURLY	26.49	27.63	28.84	30.10
SI-WEEKLY	1,854.31	1,934.12	2,018.81	2,107.00
ANNUAL	48,212.00	50,287.00	52,489.00	54,782.00
<b>CN-40</b>				
HOURLY	27.44	28.62	29.88	31.19
BI-WEEKLY	1,920.81	2,003.38	2,091.62	2,183.31
ANNUAL	49,941.00	52,088.00	54,382.00	56,766.00
<b>CN-41</b>				
HOURLY	28.42	29.66	30.98	32.33
81-WEEKLY	1,989.38	2,076.19	2,168.62	2,263.12
ANNUAL	51,724.00	53,981.00	56,384.00	58,841.00
<b>CN-42</b>				
HOURLY	29.14	30.39	31.75	33.15
EI-WEEKLY	2,039.81	2,127.31	2,222.50	2,320.50
ANNUAL	53,035.00	55,310.00	57,785.00	60,333.00

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<u>PAY LEVEL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<b>CN-01</b>				
HOURLY	12.43	12.61	12.81	12.99
BI-WEEKLY	870.12	882.69	<del>896.69</del>	909.31
ANNUAL	22,623.00	22,950.00	23,314.00	23,642.00
<b>CN-02</b>				
HOURLY	12.49	12.65	12.85	13.06
BI-WEEKLY	874.31	885.50	899.50	914.19
ANNUAL	22,732.00	23,023.00	23,387.00	23,769.00
<b>CN-03</b>				
HOURLY	12.56	12.74	12.95	13.12
BI-WEEKLY	879.19	891.81	<del>906.50</del>	918.38
ANNUAL	22,859.00	23,187.00	23,559.00	23,878.00
<b>CN-04</b>				
HOURLY	12.63	12.82	13.06	13.29
BI-WEEKLY	884.12	897.38	914.19	930.31
ANNUAL	22,987.00	23,332.00	23,769.00	24,188.00
<b>CN-05</b>				
HOURLY	12.74	12.93	13.10	13.31
BI-WEEKLY	891.81	905.12	917.00	931.69
ANNUAL	23,187.00	23,533.00	23,842.00	24,224.00
<b>CN-06</b>				
HOURLY	12.82	13.00	13.19	13.41
BI-WEEKLY	897.38	910.00	923.31	938.69
ANNUAL	23,332.00	23,660.00	24,006.00	24,406.00
<b>CN-07</b>				
HOURLY	12.95	13.12	13.33	13.53
BI-WEEKLY	906.50	918.38	933.12	947.12
ANNUAL	23,569.00	23,878.00	24,261.00	24,625.00
<b>CN-08</b>				
HOURLY	13.06	13.25	13.44	13.65
BI-WEEKLY	913.50	927.50	940.81	955.50
ANNUAL	23,751.00	24,115.00	24,461.00	24,843.00
<b>CN-09</b>				
HOURLY	13.16	13.35	13.58	13.80
BI-WEEKLY	921.19	934.50	950.62	<del>966.00</del>
ANNUAL	23,951.00	24,297.00	24,716.00	25,116.00

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<u>PAY LEVEL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<b>CN-10</b>				
HOURLY	13.26	13.45	13.69	13.88
81-WEEKLY	928.19	941.50	968.31	971.62
ANNUAL	24,133.00	24,479.00	24,918.00	25,282.00
<b>CN-11</b>				
HOURLY	13.36	13.58	13.80	14.02
BI-WEEKLY	935.19	950.82	966.00	981.38
ANNUAL	24,315.00	24,716.00	25,116.00	25,516.00
<b>CN-12</b>				
HOURLY	13.50	13.71	13.93	14.06
BI-WEEKLY	945.00	959.69	975.12	984.19
ANNUAL	24,570.00	24,952.00	25,353.00	25,589.00
<b>CN-13</b>				
HOURLY	13.63	13.80	14.08	14.26
BI-WEEKLY	954.12	966.00	985.62	998.19
ANNUAL	24,807.00	25,116.00	25,626.00	25,953.00
<b>CN-14</b>				
HOURLY	13.80	13.99	14.18	14.43
BI-WEEKLY	966.00	979.31	992.62	1,010.12
ANNUAL	25,116.00	25,462.00	25,808.00	26,263.00
<b>CN-15</b>				
HOURLY	13.96	14.12	14.36	14.63
BI-WEEKLY	977.19	988.38	1,005.19	1,024.12
ANNUAL	25,407.00	25,698.00	26,135.00	26,627.00
<b>CN-16</b>				
HOURLY	14.05	14.31	14.58	14.77
81-WEEKLY	983.50	1,001.69	1,020.62	1,033.88
ANNUAL	25,571.00	26,044.00	26,536.00	26,881.00
<b>CN-17</b>				
HOURLY	14.30	14.55	14.75	15.05
81-WEEKLY	1,001.00	1,018.50	1,032.50	1,053.50
ANNUAL	26,026.00	26,481.00	26,845.00	27,391.00
<b>CN-18</b>				
HOURLY	14.50	14.75	14.92	15.24
BI-WEEKLY	1,015.00	1,032.50	1,044.38	1,066.81
ANNUAL	26,390.00	26,845.00	27,154.00	27,737.00

EFFECTIVE APRIL 1, 2007

<b><u>PAY LEVEL</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>
<b>CN-18</b>				
HOURLY	14.77	14.92	15.25	15.58
BI-WEEKLY	1,033.88	1,044.38	1,067.50	1,090.62
ANNUAL	26,881.00	27,154.00	27,755.00	28,356.00
<b>CN-20</b>				
HOURLY	14.92	15.25	15.58	15.94
81-WEEKLY	1,044.38	1,067.50	1,090.62	1,115.81
ANNUAL	27,154.00	27,755.00	28,356.00	29,011.00
<b>CN-21</b>				
HOURLY	15.16	15.52	15.84	16.24
BI-WEEKLY	1,061.19	1,086.38	1,108.81	1,136.81
ANNUAL	27,591.00	28,246.00	28,829.00	29,557.00
<b>CN-22</b>				
HOURLY	15.44	15.80	16.18	16.64
81-WEEKLY	1,080.81	1,106.00	1,132.62	1,164.81
ANNUAL	28,101.00	28,756.00	29,448.00	30,285.00
<b>CN-23</b>				
HOURLY	15.73	16.09	16.51	17.02
81-WEEKLY	1,101.12	1,126.31	1,155.69	1,191.38
ANNUAL	28,629.00	29,284.00	30,048.00	30,976.00
<b>CN-24</b>				
HOURLY	16.36	16.68	17.14	17.67
BI-WEEKLY	1,145.19	1,167.62	1,199.81	1,236.88
ANNUAL	29,775.00	30,358.00	31,195.00	32,159.00
<b>CN-25</b>				
HOURLY	16.73	17.22	17.78	18.24
BI-WEEKLY	1,171.12	1,205.38	1,244.62	1,276.81
ANNUAL	30,449.00	31,340.00	32,360.00	33,197.00
<b>CN-26</b>				
HOURLY	17.31	17.90	18.34	18.97
BI-WEEKLY	1,211.69	1,253.00	1,283.81	1,327.88
ANNUAL	31,504.00	32,578.00	33,379.00	34,525.00
<b>CN-27</b>				
HOURLY	17.79	18.39	19.01	19.55
BI-WEEKLY	1,245.31	1,287.31	1,330.69	1,368.50
ANNUAL	32,378.00	33,470.00	34,598.00	35,581.00



EFFECTIVE APRIL 1, 2007

<b>PAY LEVEL</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
<b>CN-28</b>				
HOURLY	18.41	19.03	19.60	20.37
BI-WEEKLY	1,288.89	1,332.12	1,372.00	1,425.88
ANNUAL	33,506.00	34,836.00	36,872.00	37,073.00
<b>CN-29</b>				
HOURLY	18.94	19.44	20.23	21.01
81-WEEKLY	1,325.81	1,360.81	1,416.12	1,470.68
ANNUAL	34,471.00	35,381.00	36,819.00	38,238.00
<b>CN-30</b>				
HOURLY	19.31	20.03	20.85	21.68
81-WEEKLY	1,351.89	1,402.12	1,469.50	1,517.62
ANNUAL	35,144.00	36,455.00	37,947.00	39,458.00
<b>CN-31</b>				
HOURLY	20.06	20.87	21.71	22.62
BI-WEEKLY	1,404.19	1,460.88	1,519.69	1,583.38
ANNUAL	36,508.00	37,983.00	39,512.00	41,188.00
<b>CN-32</b>				
HOURLY	20.76	21.63	22.55	23.48
81-WEEKLY	1,453.19	1,514.12	1,578.50	1,643.62
ANNUAL	37,783.00	39,367.00	41,041.00	42,734.00
<b>CN-33</b>				
HOURLY	21.54	22.42	23.38	24.34
BI-WEEKLY	1,507.81	1,569.38	1,636.62	1,703.81
ANNUAL	39,203.00	40,804.00	42,552.00	44,299.00
<b>CN-34</b>				
HOURLY	22.31	23.29	24.30	25.34
BI-WEEKLY	1,561.89	1,630.31	1,701.00	1,773.81
ANNUAL	40,604.00	42,388.00	44,226.00	46,119.00
<b>CN-35</b>				
HOURLY	23.29	24.30	25.34	26.39
BI-WEEKLY	1,630.31	1,701.00	1,773.81	1,847.31
ANNUAL	42,388.00	44,226.00	46,119.00	48,030.00
<b>CN-36</b>				
HOURLY	24.30	25.34	26.39	27.54
81-WEEKLY	1,701.00	1,773.81	1,847.31	1,927.81
ANNUAL	44,226.00	46,119.00	48,030.00	50,123.00

EFFECTIVE APRIL 1, 2007

<b><u>PAY LEVEL</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>
<b>CN-37</b>				
HOURLY	25.30	26.35	27.49	28.70
BI-WEEKLY	1,771.00	1,844.50	1,924.31	2,009.00
ANNUAL	46,046.00	47,957.00	50,032.00	52,234.00
<b>CN-38</b>				
HOURLY	26.30	27.42	28.58	29.85
BI-WEEKLY	1,841.00	1,919.38	2,000.62	2,089.50
ANNUAL	47,866.00	49,904.00	52,016.00	54,327.00
<b>CN-39</b>				
HOURLY	27.28	28.46	29.71	31.00
BI-WEEKLY	1,909.62	1,992.19	2,079.69	2,170.00
ANNUAL	49,650.00	51,797.00	54,072.00	56,420.00
<b>CN-40</b>				
HOURLY	28.26	29.48	30.78	32.13
BI-WEEKLY	1,978.19	2,063.62	2,154.62	2,249.12
ANNUAL	51,433.00	53,654.00	56,020.00	58,477.00
<b>CN-41</b>				
HOURLY	29.27	30.55	31.91	33.30
BI-WEEKLY	2,048.88	2,138.50	2,233.69	2,331.00
ANNUAL	53,271.00	55,601.00	58,076.00	60,606.00
<b>CN-42</b>				
HOURLY	30.01	31.30	32.70	34.14
BI-WEEKLY	2,100.69	2,191.00	2,289.00	2,389.81
ANNUAL	54,618.00	56,966.00	59,514.00	62,135.00

**SCHEDULE "C"**

**CLASSIFICATION LIST**

<b><u>Class Title</u></b>	<b><u>Class Number</u></b>	<b><u>Pay Range Number</u></b>
Accountant I	0210	CN-31
Accounting Clerk I	0205	CN-21
Accounting Clerk II	0206	CN-24
Administrative Officer I	0505	CN-30
Audio Visual Equipment Technician	2426	CN-25
Audio Visual Specialist	2424	CN-32
Automotive Body Repairer	8235	CN-26
Business Development Coordinator	0618	CN-38
Buyer I	0412	CN-25
Buyer II	0414	CN-28
Buyer III	0416	CN-31
Clerk I	0015	CN-20
Clerk II	0016	CN-20
Clerk III	0017	CN-22
Clerk IV	0018	CN-27
Clerk Stenographer II	0026	CN-22
Clerk Stenographer III	0027	CN-24
Clerk Typist I	0020	CN-20
Clerk Typist II	0021	CN-21
Clerk Typist III	0022	CN-24
Community Relations Officer	0615	CN-36
Computer Operator I	0892	CN-23
Computer Operator II	0893	CN-24
Computer Programmer I	0889	CN-32
Computer Programmer/Analyst	0888	CN-36
Computer Support Specialist	0885	CN-34
Computer Support Technician	0899	CN-28
Computer Systems Analyst I	0886	CN-38
Computer Systems Analyst II	0887	CN-40
Cook Helper	7115	CN-18
Cook I	7116	CN-20
Cook II	7117	CN-21
Custodial Supervisor	7221	CN-17
Custodial Worker	7220	CN-13
Data Entry Operator	0897	CN-20
Departmental Programme Co-ordinator	0504	CN-34
Early Childhood Education Supervisor	6807	CN-25
Early Childhood Education Worker	6808	CN-24
Electronics Technician	8500	CN-26
Employment Opportunities Worker	6023	CN-29

<u>Class Title</u>	<u>Class Number</u>	<u>Pay Range Number</u>
Equipment Operator I	8005	CN-14
Equipment Operator II	8006	CN-16
Financial Officer	0264	CN-37
Food Service Worker I	7105	CN-18
Food Service Worker <b>II</b>	7106	CN-19
Graphics Artist	0819	CN-27
Heavy Equipment Technician	8220	CN-26
Industrial Training Officer	0628	CN-36
Information Officer	0824	CN-27
Laboratory Assistant	5202	CN-19
Laboratory Technologist I	5204	CN-27
Laboratory Technologist II	5205	CN-29
Laboratory Technologist III	5206	CN-31
Labourer I	8305	CN-12
LAN Administrator	0900	CN-38
Librarian I	2309	CN-30
Librarian <b>II</b>	2310	CN-32
Librarian III	2311	CN-34
Library Clerk	2301	CN-19
Library Technician I	2305	CN-23
Library Technician <b>II</b>	2306	CN-25
Library Technician <b>III</b>	2307	CN-26
Maintenance Repairer	8105	CN-16
Offset Press Operator I	8566	CN-21
Organizational Budget Analyst	<b>0301</b>	CN-34
Payroll Clerk I	0091	CN-21
Payroll Clerk II	0093	CN-26
Payroll Clerk <b>III</b>	0094	CN-28
Policy, Planning and Research Analyst	0647	CN-37
Power Engineer <b>3<sup>rd</sup></b> Class	<b>8611</b>	CN-26
Power Engineer <b>4<sup>th</sup></b> Class	8610	CN-24
Power Engineer <b>4<sup>th</sup></b> Class (Shift in Charge)	8617	CN-26
Programme Development Officer	2402	CN-42
Publications Officer	0831	CN-32
Secretary (Parenthetical Designator)	0031	CN-26
Security Guard	7254	CN-15
Senior Student Residence Supervisor	7237	CN-26
Statistician <b>II</b>	0326	CN-35
Stockhandler	0403	CN-13
Storekeeper J	0405	CN-18
Storekeeper II	0406	CN-22
Student Aid Verification & Appeals Off.	2503	CN-27

<b><u>Class Title</u></b>	<b><u>Class Number</u></b>	<b><u>Pay Range Number</u></b>
Student Development Officer	0617	CN-36
Student Records Officer	2422	CN-32
Supervisor of Custodial & Security Serv.	7233	CN-20
Trades Worker I	8111	CN-24
Trades Worker II	8112	CN-26
Trades Worker III	8113	CN-28
Utility Worker I	8100	CN-15
Welder	8225	CN-26
Word Processing Equipment Operator I	0118	CN-22
Word Processing Equipment Operator II	0119	CN-24

**SCHEDULE "D"**

**POSITIONS TO BE EXCLUDED FROM THE BARGAINING UNIT**

**Stephenville**

Personnel Specialist  
Clerk IV  
Supervisor of Payroll  
Secretary to Director of Human Resources  
Secretary-to Director of Programs  
Secretary to President  
Secretary to President's Executive Assistant

**Central**

Human Resources Clerk (Clerk IV)

**Labrador**

Human Resources Clerk (Clerk IV)

**Clarenville**

Human Resources Clerk (Clerk IV)

**St. John's**

Human Resources Clerk (Clerk IV)  
Clerk Typist III (Human Resources)  
Word Processing Equipment Operator (Human Resources)  
Clerk Typist III (Human Resources)  
Librarian III

Schedule "E" - Work Clothes and Other Wear Items

Item	Frequency of Replacement	Quantity	Frequency of Replacement	Quantity	Frequency of Replacement	Quantity
Belt						
Cap		2			2	
Coat - Shop						
Coat - Summer						
Coat - Winter			1 per 3 yrs			1 per 3 yrs
Coveralls	1 A.R.		2			2
Footwear - Overshoes			1			1
Footwear - Safety	1	1	1		1	1
Glasses - Safety	1 A.R.		1 A.R.			1 A.R.
Gloves - Safety	1 A.R.		1 A.R.			1 A.R.
Gloves - Winter			1 A.R.			1 A.R.
Gloves - Work	A.R.		A.R.			A.R.
Pants		4	2		4	2
Rain Wear			1			1
Shirt			4			4
Shirt - Long Sleeve						
Shirt - Short Sleeve						
Shirts/Blouses/Tops				2	4	
Slacks/Skirts				2		
Sweater					1	
Tie						
Apron		4			4	
Chef Jacket		4				

1. C.S.S./C.S.T. means Computer Support Worker/Technician
2. E.C.E. means Permanent Early Childhood Educator (style and colour to be discussed with employees)
3. F.S.W. means Food Service Worker
4. A.R. means As Required
5. These items may be replaced at any time if deemed necessary by the Employer upon inspection.

Unless indicated otherwise clothing is issued annually in the amount shown

Item/Classification	Mechanics/Welder	Power-Engineer	Production/Department	Maintenance/Supervisor	Security/Driver	Stores	Utility Worker
Belt					1 A.R. <sup>4</sup>		
Cap				1	2	1	2
Coat - Shop						1	
Coat - Summer					1 per 3 yrs		
Coat - Winter	1 per 3 yrs	1 per 3 yrs		1 per 3 yrs	1 per 3 yrs	1 per 3 yrs	1 per 3 yrs
Coveralls	2 A.R.	2				2	
Footwear - Overshoes	1 A.R.	1			1	1	1 A.R.
Footwear - Safety	1	1	1		1	1	1
Glasses - Safety	2 A.R.	1 A.R.			1 A.R.	1 A.R.	
Gloves - Safety	1 A.R.	1 A.R.				1 A.R.	
Gloves - Winter	1 A.R.	1 A.R.		1	1 A.R.	1 A.R.	1 A.R.
Gloves - Work	1 A.R.	A.R.				2 A.R.	
Pants	2	2	2		2	2	4
Rain Wear	1 A.R.	1			1	1	
Shirt	4	4			4	4	4
Shirt - Long Sleeve			2				
Shirt - Short Sleeve			2				
Shirts/Blouses/Tops							
Slacks/Skirts							
Sweater							
Tie					1		
Apron							4
Chef Jacket							

NOTES

1. C.S.S./C.S.T. means Computer Support Worker/Technician
2. E.C.E. means Permanent Early Childhood Educator (style and colour to be discussed with employees)
3. F.S.W. means Food Service Worker
4. A.R. means As Required
5. These items may be replaced at any time if deemed necessary by the Employer upon inspection.

Unless Indicated otherwise clothing is Issued annually in the amount shown



**SCHEDULE "F"**

**LABOUR MANAGEMENT COMMITTEE**

College of the North Atlantic  
and  
The Newfoundland Association of Public Employees

- A. Article 49 of the current Collective Agreement provides for joint consultation between Labour and Management and the establishment of a Labour Management Committee.
- B. The following are guidelines for the composition, terms of reference and operation of the Labour Management Committee.

1. **TERMS OF REFERENCE**

- (i) The Labour Management Committee shall be organized:
  - (a) to improve communication, mutual respect, understanding and goodwill between management and employees throughout the organization;
  - (b) to discuss ways and means of improving working methods, safety, operating efficiency, elimination of rumours, training methods, educational and welfare activities, to encourage joint consultation on operational changes brought about by technological advancements, and other matters of mutual interest that have to do with the efficient operation of the Department.
- (ii) Items already submitted for adjudication through the Grievance Procedure shall not be considered by the Labour Management Committee.
- (iii) All discussions entered into by this Committee cannot be construed as changing or varying the provision and terms of the Collective Agreement between the College and the Union or any legislative regulations governing the conditions of employment of the employees. The intent and purpose of joint consultation dictate that in arriving at decisions, management give careful consideration to representations made by employee representatives. (Such matters which would be beyond the power of the Committee to resolve to finality will be discussed and then referred to the Head Office of the Union and the College, accompanied by appropriate comment and opinion so that the people in authority to make decisions in these areas can be properly guided in arriving at suitable conclusions.)

**2. COMPOSITION**

- (i) The Committee will be comprised of two (2) representatives of management and two (2) representatives of the Union.
- (ii) Management will be represented by persons who are employees in a managerial capacity.
- (iii) Union representatives will consist of employees of the College who are Local Officers of the Local or employees appointed by the bargaining unit.
- (iv) Representatives shall be chosen to serve for a period of not more than one (1) year without re-appointment.
- (v) The Committee shall have a Chairperson appointed by Management and a Co-Chairperson appointed by the Union who will alternate at the discretion of the Committee. In the absence of the Chairperson, the meeting will be presided over by the Co-Chairperson. Neither Chairperson nor CO-Chairperson shall have a vote except when casting deciding vote as Chairperson.
- (vi) There shall be a Secretary, provided by Management, who will not be a voting member of the Committee.

**3. POINTS CONCERNING CONDUCT OF MEETING**

- (i) Set a definite date every month • special meetings to be called upon request.
- (ii) Committee meetings should be held on the College premises, where possible, at times determined by mutual agreement between Chairperson and Co-Chairperson. Meetings should be normally scheduled during working hours. The location of meeting places may be changed by mutual agreement between Chairperson and Co-Chairperson.
- (iii) The Union and Management Co-Chairperson will, after discussion, determine the agenda in advance of each meeting.
- (iv) The Secretary shall prepare agendas, keep records of discussions, distribute copies to all parties concerned including the Office of the President and the Head Office of the Union.
- (v) The Secretary shall give at least seven (7) calendar days' advance notice of time and place of meetings and provide copy of proposed agenda and minutes of previous meetings (if any) to members of the Committee and the Head Office of the President and Head Office of the Union.

- (vi) The minutes shall be signed by the Secretary and approved and initialled by the Chairperson and Co-Chairperson before distribution.
- (vii) Any material to be released or publicized by the Committee (other than to employees represented by the Committee) shall first be mutually agreed to by the Head Office of the College and the Union.
- (viii) By mutual agreement, the Committee may invite additional persons to attend meetings for the purpose of providing advice or information on a particular subject on the agenda, where required, or establish sub-committees where a subject requires in-depth study.
- (ix) Representatives on the Committee or invited guests shall be protected against any loss of regular pay by reasons of attendance at meetings. They will be considered to have the equivalent to Parliamentary immunity without fear that their individual relations with the College shall be affected by action taken by them in good faith in their representative capacity. In order to maintain a non-adversary climate, the names of the movers and seconders of motions will not be recorded in the minutes of the meeting.
- (x) Either party may have an observer to attend Committee meetings for educational or informational purposes. The intention of including observers is to expose as many people as possible to the Labour Management environment, so that observers should generally change each meeting. Observers shall not be considered part of the Committee.
- (xi) A quorum for meetings of the Committees shall consist of not less than fifty percent (50%) of the voting representative of Management and Union.
- (xii) in the absence of both Chairperson and Co-Chairperson, a meeting shall be automatically adjourned.
- (xiii) Minutes of each meeting of the Committee shall be prepared as promptly as possible after the close of the meeting and signed by both the Chairperson and Vice Chairperson. The Chairperson and Vice Chairperson should each receive two (2) copies of the minutes no later than ten (10) working days after the meeting of the Committee.

**SCHEDULE "G"**

**THE CLASSIFICATION REVIEW AND APPEAL PROCESS**

**A. Definitions**

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

**B. Constitution of Classification Appeal Board**

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

subject to extension for further periods at the discretion of the Lieutenant-Governor in Council.

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

**C. Procedures**

1. The process of review pursuant to these procedures shall be available to an organization if the organization considers that a position has been improperly classified by the Classification, Organization and Management Division of Treasury Board.

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

2. A review or appeal shall not be entertained on the grounds:
  - of inadequacy of the pay scale assigned to the pay range number; or
  - that the scope of duties and responsibilities has been improperly assigned to the position by management,
3. A request for review shall be submitted to the Director of Classification, Organization and Management Division, Treasury Board, Confederation Building, St. John's, A1B 4J6 in writing stating:
  - the employee's full name;
  - name of the employing organization and place of work;
  - the classification in respect of which the review is requested;
  - details of the reason(s) why the employee, or the department head on behalf of the organization, considers the present classification is incorrect and the justification for the classification which is considered to be correct.
4. The Classification, Organization and Management Division shall consider individual and group-type requests within 30 days of receipt and within a further 30 days, shall notify the employee(s) in writing of its decision thereon.
5. A request for review shall be regarded as closed:
  - when a decision is rendered thereon by the Classification, Organization and Management Division;
  - if the employee(s) requests in Writing the withdrawal of the request for review;
  - in the event of the employee's separation from the organization for any reason including resignation, removal, abandonment of position, incompetence, retirement, death, and so on;
  - if the permanent head, in the case of an organization request for review, requests in writing the withdrawal of the request for review.
6. It shall be the responsibility of the permanent head to notify the Director, Classification, Organization and Management Division of the effective date of employee's separation from the organization.
7. All documents and evidence relating to a review shall be maintained in special files by the Classification, Organization and Management Division. Copies of such review materials shall be furnished to the Classification Appeal Board upon its request.
8. If an employee is dissatisfied with the decision of the Classification, Organization and Management Division an appeal of the decision may be submitted to the Classification Appeal Board.

9. All **such** appeals shall be submitted to the Appeal Board in writing (in duplicate) within a period of not more than fourteen (14) days after the receipt by an employee of notification of the Classification, Organization and Management Division's decision as above mentioned.
10. An appeal shall not be submitted to the Appeal Board on any grounds which differ from the grounds upon which a review by the Classification, Organization and Management Division has been requested by the employee or a group of employees and no such appeal shall be entertained by the Appeal Board. In such a case, the employee or group of employees shall first approach the Classification, Organization and Management Division seeking a further review on the basis of the new circumstances involved.
11. The Appeal Board shall consider and rule only upon appeals received from an individual employee, or group of employees having identical classifications, provided that such employee or group shall first have submitted a request to the Classification, organization and Management Division for a review of the classification in accordance with section 3 of Part C and shall have been notified in writing of the Division's decision on the request.
12. The Appeal Board has the right to refuse to receive or hear an appeal if it considers that the grounds on which the appeal is submitted are irrelevant or not in accordance with sections 1 and 2 of Part C.
13. The employing organization concerned shall allow time off from regular duties to any employee who is required by the Appeal Board to appear before it and, in respect of such absence, the employee shall be regarded as being O.H.M.S. It is the responsibility of the employee to obtain the prior approval of the permanent head before absenting themselves from their duties for this purpose.
14. On receipt of an appeal from an employee or a group of employees, the Appeal Board shall request the Classification, Organization and Management Division to assemble all pertinent information prepared as a result of the classification review, a copy of which will be given to the appellant and the immediate supervisor by the Classification Appeal Board.
15. Where the appellant requires clarification on any point contained in the classification file or wishes to comment on any aspect of the classification file, he/she must file with the Board within fourteen (14) days of receiving the file, a written statement including any supporting documentation which details his/her questions or comments.
16. A copy of the appellant's written statement and copies of supporting documentation will be sent by the Classification Appeal Board, within three

(3) days of receipt, to the Classification, Organization and Management Division who may respond or be requested to respond in writing within fourteen (14) days to the points or observations raised by the appellant. Such response shall be forwarded by the Classification Appeal Board to the appellant within three (3) days of receipt. This cumulative documentation shall then constitute the entire file to be considered by the Board.

17. Where the Board is satisfied that all relevant documentation is on file, it shall determine whether an appeal is warranted or if a decision can be rendered on the basis of the written documentation provided.
18. When the Board renders a decision on the basis of the written documentation, notification of such decision shall be forwarded to the appellant, his/her designate, Treasury Board and the employing agency.
19. If a hearing is warranted, the appellant, a permanent head or management designate and a representative of Classification, Organization and Management Division may be requested to appear before the Board.
20. Appellants are to be given two opportunities to postpone appeal hearings after which appeals will then be withdrawn by the Board.
21. The hearing will be presided over by the Chairperson or Acting Chairperson of the Appeal Board who will retain control over the conduct of the hearing and who will rule on the relevancy of any questions or points raised by any of the parties of the hearing.
22. The Chairperson or Acting Chairperson may adjourn the hearing and order the appearance of any person or party who, at the Appeal Board's discretion, it deems necessary to appear to give information or to clarify any points raised during the hearing.
23. Following the conclusion of the hearing, the Board will deliberate on and consider all relevant evidence and supporting information. Within fifteen (15) working days of reaching a decision, the Board shall inform the appellant in writing over the signature of the Chairperson or the Acting Chairperson. Where applicable, copies of the decision will be forwarded to the appellant's representative, Treasury Board and the employee's department for appropriate action.
24. The powers of the Board are curtailed to classification changes within respective bargaining units while avoiding grade level changes, with the sole authority to make grade level changes for occupational groups to be vested in the Collective Bargaining process and any associated costs to be funded directly from the negotiated general salary increases for that bargaining year.



25. The Board is required to submit written reasons to the Classification, Organization and Management Division for those decisions that result in classification changes.
26. The processing of any classification change shall be subject to Treasury Board's Personnel Administration Procedures.
27. The decision of the Appeal Board on an appeal is final and binding on the parties to the appeal. The majority opinion of the Board shall prevail and there shall be no minority report.
28. An appeal shall be regarded as closed:
  - when a decision is rendered thereon by the Classification Appeal Board;
  - if the appellant requests in writing the withdrawal of the appeal;
  - in the event of the appellant's separation from the organization for any reason including resignation, removal, abandonment of position, incompetence, retirement, death and so on; or
  - if the appellant postpones a hearing in accordance with Section 20 of Part C,
29. It shall be the responsibility of the permanent head to notify the Chairperson, Classification Appeal Board of the effective date of an appellant's separation from the organization.

**SCHEDULE "H"**

A list of Employers covered as per Article 50, Clause 50.04(a):

- Departments of the Provincial Government
- The Newfoundland Medical **Care** Commission
- The Fishing Industry Advisory Board
- Newfoundland Farm Products Corporation
- The Newfoundland Liquor Licensing Board
- The Newfoundland Fisheries Loan Board
- The C.A. Pippy Park Commission
- Alcohol and Drug Dependency Commission
- Newfoundland and Labrador Institute of Fisheries and Marine Technology
- Fisher Institute of Applied Arts and Technology
- Labrador Community College
- Central Newfoundland Community College
- Western Community College
- Eastern Community College
- Avalon Community College
- Memorial University of Newfoundland
- Provincial Hospital Boards
- Newfoundland Liquor Corporation
- Workplace Health, Safety and Compensation Commission
- Provincial School Districts

**SCHEDULE "1"**

A list of Employers covered as per Article 50; Clause 50:04(b):

**AGREEMENTS (NAPE)**

Air Services  
College of the North Atlantic Faculty  
College of the North Atlantic Support Staff  
General Service  
Group Homes  
\* Health Professionals  
- Hospital Support Staff  
Lab & X-Ray  
Maintenance and Operational Services  
Marine Service Workers  
Newfoundland Liquor Corporation  
| Workplace Safety and Health 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**

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

The Employee Benefits Booklet contains a more detailed description of the benefits of the Plan. The following summary has been prepared to outline the basic content of the Plan only, as contractual provisions specified within the group insurance policies prevail.

**BENEFITS**

**GROUP LIFE INSURANCE**

You are insured for a life insurance benefit equal to **two** times your current annual salary rounded to the next higher **\$1,000**, if not already a multiple thereof, subject to a minimum of **\$10,000** and a maximum of **\$400,000**.

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

**DEPENDENT LIFE INSURANCE**

In the event of the death of your spouse or dependent child from any cause whatsoever while you and dependents are insured under the plan, the insurance company will pay you **\$6,000** in respect of your spouse and **\$3,000** in respect of each insured dependent child. **This applies to those employees with family coverage only.**

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

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

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

Schedule of Benefits

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

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

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

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

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

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

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

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

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

- All Toes of One Foot
- Hearing in One Ear

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

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

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

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

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

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

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

### **WAIVER OF PREMIUM PROVISION**

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

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

#### **Hospital Benefit**

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

## Prescription Drug Benefit

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

## Vision Care Benefit

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

- a) Charges for eye examinations performed by an Ophthalmologist or Optometrist where the Medicare plan does not cover such services, limited to one such expense in a calendar year for dependent children under age 18, and once in two calendar years for all other insured persons;
- b) Up to 100% of covered eligible expense of \$125 for eyeglass lenses and frames and 100% of a covered eligible expense of \$175 for bifocal lenses and frames limited to one expense in every three calendar years. Once in a calendar year for dependent children under age 18 if a change in the strength of the prescription is required. Please note that expenses for contact lenses will be reimbursed at the same level as for eyeglasses. Coverage is not provided for sunglasses, safety glasses, or repairs and maintenance.
- c) Up to 80% of the covered eligible expenses of \$250 in two calendar years for the purchase of contact lenses prescribed for severe corneal scarring, keratoconus or aphakia, provided vision can be improved to at least a 20/40 level by contact lenses, but cannot be improved to the level by spectacle lenses.
- d) one pair of eyeglasses when prescribed by an Ophthalmologist following surgery, to 80% of a lifetime covered eligible expense of \$200; and
- e) 50% of the cost of visual training or remedial therapy.

When submitting your claims for reimbursement, please ensure your receipt clearly indicates whether your glasses are single vision or bifocal, so that accurate reimbursement can be made. Also, your receipt indicating that the expense has been paid in full must accompany the Claim Submission Form and the Vision Care Claim Form.

Records indicate that costs vary amongst dispensaries throughout the province; therefore, it is suggested that you check with several optical dispensaries before finalizing your purchase.

### Extended Health Benefit

Reimbursement is provided for many types of services, such as registered nurse, physiotherapist, wheelchair rental, braces, crutches, deep x-rays, ambulance service, chiropractors, to name a few. Pre-authorization is now required for the rental and/or purchase of all durable equipment and all Nursing Care/Home Care benefits. Effective April 1, 1997, insured employees/retirees and/or their dependents are required to obtain pre-approval for these services by calling the insurance carrier. Certain dollar amounts or time period maximums apply. It is important to note that reimbursement under the extended health care benefit is made at 80% of covered eligible expenses up to \$5,000; expenses over \$5,000 and less than \$10,000 are reimbursed at 90%, and expenses over \$10,000 are reimbursed at 100% in any calendar year. Where no maximum eligible expense is noted, reasonable and customary rates will apply. Please consult your employee benefit booklet for details.

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

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

- injury or illness due to war or engaging in a riot or insurrection;
- aesthetic surgery (cosmetic surgery for beautification purposes);
- services required due to an intentional self-inflicted injury;
- delivery charges;
- hearing tests;
- pregnancy tests;
- injury or illness for which you or your dependents are covered under Worker's Compensation or a similar program;
- services or supplies received from a dental or medical department maintained by your employers, a mutual benefit association, labour union, trustee or similar type group;
- services or supplies which are covered under a government hospital plan, a government health plan or any other government plan;
- expenses for contraceptives other than oral contraceptives;
- expenses for vitamins (except injectables), minerals, and protein supplements (other than expenses that would qualify for reimbursement under Eligible Expenses under the Drug Benefit);
- expenses for diets and dietary supplements, infant foods and sugar or salt substitutes;



- expenses for drugs which are used for a condition or conditions not recommended by the manufacturer of the drugs;
- experimental products or treatments for which substantial evidence, provided through objective clinical testing of the product's or treatment's safety and effectiveness for the purpose and under the conditions of the use recommended does not exist to the satisfaction of the insurer/administrator.
- expenses for lozenges, mouth washes, non-medicated shampoos, contact lens care products and skin cleaners, protectives, or emollients.

### Group Travel Insurance

The group travel plan covers a wide range of benefits which may be required as a result of an accident or unexpected illness incurred outside the province while travelling on business or vacation. The insurer will pay 100% of the reasonable and customary charges (subject to any benefit maximums) for expenses; such as hospital, physician, return home and other expenses as outlined in the employee booklet. Coverage under the Group Travel Insurance is now limited to a maximum of ninety (90) days per trip for travel within Canada. Coverages commences from the actual date of departure. The current 30 day period per trip for travel outside Canada will still apply. There will be no coverage for travel outside Canada under this program following the first 30 days of a trip outside the participants province of residence. Additional coverage is available from Atlantic Blue Cross Care on an optional pay all basis.

### **OPTIONAL BENEFITS**

#### Optional Group Life Insurance

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

#### Optional Accidental Death and Dismemberment Insurance

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

#### Optional Long Term Disability Insurance

This plan is available to you on an optional and employee-pay-all basis. Long term disability insurance may provide disability benefits for periods of total disability

which exceed 119 days. To be eligible for this benefit, you must be a member of either the Public Service Pension Plan or the Uniformed Services Pension Plan.

### **Optional Dental Care Insurance**

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

### **Optional Critical Condition Insurance**

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

## **GENERAL INFORMATION**

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

### **Spouse**

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

### **Dependent Children**

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

Children of your spouse are considered dependents only if:

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

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

### Eligibility

- all full-time, active employees, including part-time employees who work at least 50% of the regular work week, are required to participate in the group insurance program from the first day of employment. All retired employees who are receiving a pension from either the Public Service Pension Plan or the Uniformed Services Pension Plan may elect to continue coverage.
- all temporary employees, if hired for a period of more than three months, are covered under the program from the first day of employment. Employees who are hired for a period of less than three months, who have their contract extended to at least six months, are required to participate from the date of notification that the contract was extended.
- seasonal, recurring employees are covered under the plan during their term of active employment. During periods of lay-off, provided they do not work for another employer during such lay-off, an employee has the option to continue coverage. However, coverage **will** not continue unless a "Continuation of Coverage" form is completed, signed and given to your Staff Clerk/Administrator prior to your leaving.
- employees **who** elect early retirement will continue to be insured under the program as if active employees. Group life and accidental death and dismemberment insurance benefits will be calculated on the annual superannuation benefits. Coverage will be reduced on the first of the month following the date of retirement or age 65, whichever occurs first. For continuation of coverage to become effective, a Continuation of Coverage **Form** must be signed prior to the last day worked.
- upon attainment of age 65, if you have been insured for a period of five years immediately prior to **your** 65th birthday, you may be eligible for a reduced paid-up life insurance policy on the first of the month following attainment of age 65; which will remain in force throughout your lifetime.

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

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

**SCHEDULE "K"**

**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 Mths. - <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 "L"**

**LABRADOR BENEFITS AGREEMENT**

**ARTICLE 1 - SCOPE**

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

**ARTICLE 2 - DURATION**

- 2.1 This agreement shall be effective from April 1, 2002 and shall remain in full force and effect until March 31, 2005. 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 as follows in accordance with Schedule "A".

<b>Community Grouping</b>	<b>Date</b>	<b>Single</b>	<b>Dependent</b>
<b>Group 1</b>	<b>April 1, 2002</b>	<b>\$ 2,150</b>	<b>\$ 4,300</b>
<b>Group 2</b>	<b>April 1, 2002</b>	<b>\$ 2,600</b>	<b>\$ 5,200</b>
<b>Group 3</b>	<b>April 1, 2002</b>	<b>\$ 2,725</b>	<b>\$ 5,450</b>

In the case of spouses who are both employed by Provincial Government Departments or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), the total amount paid to both of them shall not exceed the dependent rate for the allowance contained in this article. This allowance shall be paid to employees on a pro-rated basis in accordance with his/her hours of work excluding overtime.

**ARTICLE 4 - TRAVEL ALLOWANCE**

4.1 Employees covered by this agreement shall receive a travel allowance to help offset the costs of travel to areas outside of Labrador based on the following rates per employee and his/her dependent(s). The Travel Allowance shall be paid in accordance with Schedule "A".

Community Grouping	Date	Amount For Employee's Dependent(s)	Amount For Employee
Group 1	April 1, 2002	\$ 375	\$ 475
	April 1, 2003	\$ 450	\$ 550
	April 1, 2004	\$ 450	\$ 650
Group 2	April 1, 2002	\$ 475	\$ 575
	April 1, 2003	\$ 500	\$ 600
	April 1, 2004	\$ 500	\$ 700
Group 3	April 1, 2002	\$ 475	\$ 575
	April 1, 2003	\$ 525	\$ 625
	April 1, 2004	\$ 550	\$ 750

- 4.2 (a) This allowance shall be paid to employees in the first pay period following April 15 of each year on a pro-rated basis in accordance to his/her hours of work in the previous twelve (12) month period ending March 31<sup>st</sup>, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents on the date of application of the allowance.
- 4.2 (b) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 4.2 (a) based on his/her hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.
- 4.3 (a) For the purpose of calculating this benefit the following leaves shall be considered as hours of work:
- (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
- 4.3 (b) The provisions of 4.3 (a) will not apply when the employee would otherwise have been laid off.
- 4.3 (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 by Provincial Government Department or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.
- 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. Eg. 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 Permanent employees covered by this agreement shall receive non-cumulative, paid leave in the aggregate per year as follows, in accordance with Schedule 'A':

<b>Community Grouping</b>	<b>Number of Working Days Leave</b>
<b>Group 1</b>	<b>One (1) Working Day</b>
<b>Group 2</b>	<b>Three (3) Working Days</b>
<b>Group 3</b>	<b>Three (3) Working Days</b>

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



**ARTICLE 6 - PROTECTIVE CLOTHING**

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

**ARTICLE 7 - RELOCATION EXPENSES**

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

**ARTICLE 8 - EXISTING GREATER BENEFITS**

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

**ARTICLE 9 - DEFINITIONS**

- 9.1 “Dependent”- for the purpose of this Agreement, dependent means a spouse, whether of the same or opposite gender, and children under age eighteen **(18)** years of age, or twenty-four **(24)** years of age if the child is in full time attendance at a school or post-secondary institution.
- 9.2 “Spouse” • for the purpose of this agreement, spouse means an employee’s husband or wife, including a common-law or same sex partner with whom the employee has lived with for more than one year.

Schedule "A"

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

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

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

**SCHEDULE "M"**

**LIST OF CAMPUSES**

**LIST OF CAMPUSES AND REGIONS  
FOR BUMPING AND RECALL PURPOSES**

- |                 |   |
|-----------------|---|
| <b>Region 1</b> | 1) Labrador West Campus   |
|                 | 2) Happy Valley-Goose Bay Campus  |
| <b>Region 2</b> | 3) Corner Brook Campus  |
|                 | 4) St. Anthony Campus   |
| <b>Region 3</b> | 5) Bay St. George Campus (include! 4 Stephenville locations, Stephenville Crossing, and College Headquarters) |
|                 | 6) Port aux Basques Campus  |
| <b>Region 4</b> | 7) Grand Falls • Windsor Campus   |
|                 | 8) Baie Verte Campus  |
|                 | 9) Gander Campus  |
| <b>Region 5</b> | 10) Bonavista Campus  |
|                 | 11) Clarenville Campus  |
|                 | 12) Burin Campus  |
| <b>Region 6</b> | 13) Carbonear Campus  |
|                 | 14) Placentia Campus  |
| <b>Region 7</b> | *15) St. John's Campus (includes Prince Philip Dr. and Ridge Rd.)   |
|                 | 16) Seal Cove Campus  |

## **SCHEDULE "N"**

### **COMPRESSED WORK WEEK**

#### General

The College of the North Atlantic is committed to assisting employees balance their work lives and family commitments while maintaining the highest level of client service delivery. Compressed Work Week is an alternate working arrangement whereby flexibility in scheduling provides employees with time off for time worked according to an arranged schedule with the Employer.

#### Work Cycle

A compressed work week will be implemented only with the mutual consent of Administration (DA/ADA/Director) and the staff of the office. It will be adopted on an office-by-office basis, taking into consideration workloads, peak workload periods and nature of work in different office areas which lend themselves more appropriately to this type of compressed work week schedule. It is generally agreed that the time most suited to this activity is the period between January and June of each year. However, a Compressed Work Week may be set up at any time during the year. During the period of summer hours, time worked will be adjusted accordingly.

Individuals wishing to participate must agree to the following conditions, complete the Request for Compressed Work Week Arrangement form and submit to the appropriate Administrator.

#### Work Time

- (a) Employees' compressed work week schedule will be on a two-week cycle. This will involve working for nine (9) working days with additional time and having the tenth day as a "compressed day" or a day off.

##### Options:

1. Employees work an extra 45 minutes per day for eight days and an extra hour for one day.
  2. Other appropriate arrangement approved by the respective College Administrator that satisfies operational requirements and meets established guidelines.
- (b) If an employee is on leave for three (3) consecutive working days he/she must then opt out of the compressed schedule for the remainder of the cycle. Any earned time accumulated will be considered as leave in lieu.

- (c) If an employee is on leave for two (2) consecutive days or less, any compressed time missed must be worked before taking the tenth day as compressed. This also applies to annual leave and/or statutory holidays. The make-up time will be determined in consultation with the employee's Administrator.
- (d) Employees who participate in the Compressed Work Week should complete the Compressed Work Week Time Sheet to submit to the appropriate administrator for signature on the ninth day of work. An employee cannot take the compressed day off (tenth day) without the form being signed.
- (e) Employees must work (i.e. earn) their time to be eligible for the scheduled compressed day off. The employee is required to discuss any missed time with his/her DA/ADA/Director.
- (f) A compressed work schedule cannot be worked during coffee and/or lunch breaks.
- (f) It is understood that hours of work will result in productive use of staff member's time while maintaining quality service to our clients.
- (g) The Employer is not to incur any additional cost as a result of implementation of a compressed work week.
- (i) Administration has the authority to cancel this alternate work arrangement at any time due to changes in operational requirements or for non-adherence to the agreement.
- (j) If employees attend a workshop, training, union business, etc., they shall have been deemed to have worked their compressed schedule.

#### Compressed Days Off

- (a) Compressed days off cannot be accumulated. On a two week schedule (cycle), an employee must take the tenth day as a day off. An employee's scheduled compressed day will remain the same for every cycle. Some flexibility may be possible upon consultation with DA/ADA/Director.
- (b) In circumstances where an employee is required by his/her Employer to work, the employee will take an alternate compressed day off within five (5) working days of the regularly scheduled compressed day.
- (c) When an employee's compressed day falls on a statutory holiday, the compressed day will be taken on the next working day.

- (d) If an employee is sick on his/her compressed day, the employee can change that day to sick leave provided that the employee submits a medical certificate. The compressed day should be used within five (5) working days from the scheduled compressed day on consultation with the DA/ADA/Director.

**Buddy System** (Where applicable)

- (a) In certain offices, it will be necessary for each employee to select a "buddy". The role of a "buddy" is to cover duties when one of the "buddies" is on his/her compressed day. The employee is responsible for ensuring that all foreseeable office duties have been covered and are not normally the responsibility of the "buddy".
- (b) If an employee is on annual leave when he/she is expected to fill in for a buddy, the employee must ensure that another buddy is found. The Administrator ~~must~~ be notified.
- (c) It is the responsibility of each employee to organize workload and schedule appointments to ensure that his/her buddy is not overburdened.
- (d) When an employee who is participating in compressed schedule chooses to opt out before the end of a cycle and a new buddy is not immediately available, the person choosing to leave must agree to continue buddy duties until the end of the block or until a new buddy can be found.



REQUEST FOR COMPRESSED WORK WEEK ARRANGEMENT

College of the North Atlantic

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Option 1:

9 days bi-weekly: (8 days @ 7 hours, 45 minutes per day and 1 day @ 8 hours)

Hours of work - 8 days: from \_\_\_\_ a.m. to \_\_\_\_ p.m. Lunch Break: from \_\_\_\_

To \_\_\_\_

Hours of work - 1 day: from \_\_\_\_ a.m. to \_\_\_\_ p.m. Lunch Break: from \_\_\_\_

To \_\_\_\_

Option 2:

Other appropriate arrangement as approved by Administrator which satisfies **operational requirements** and meets established guidelines. (Please attach a copy of **your working** schedule under this option.)

The above work schedule will be in effect from \_\_\_\_\_, 2001, to \_\_\_\_\_ 2001.



It is understood that failure to adhere to the above arrangements will result in immediate revocation of all compressed work week privileges and a return to normal working hours.

Signed: \_\_\_\_\_  
(Employee)

\_\_\_\_\_  
(Date)

Signed: \_\_\_\_\_  
(DA/ADA/Director)

\_\_\_\_\_  
(Date)

J

**SCHEDULE "O"**

**DEFERRED SALARY LEAVE**

Policy Statement

Employees may avail of a deferred salary leave plan, designed to help plan and finance a leave of absence for periods of **6 - 12** months.

Application

This policy applies to all employees.

Definitions

***Deferral Period*** the period of time during which participating employees defer a portion of their salary

***Leave Period*** the period of time, immediately following the deferral period, during which participating employees are on a leave of absence from work

***Taxation year*** based on the January **1** to December **31** calendar year

Responsibilities

College of the North Atlantic

It is the responsibility of individual departments to:

- ensure that employee participation in the Deferred Salary Leave Plan will not adversely affect operational requirements;
- review employee requests and approve requests where feasible.

Employee

It is the responsibility of employees to:

- review the Deferred Salary Leave Plan options and understand the implications of participation;
- ensure that they are financially able to participate in the Plan.

## Enrolment

Employees wishing to participate in the Plan must make written application to the President, providing as much advance notice as possible.

The President may approve employees' requests based on the operational requirements of the department during the employees anticipated absence.

Employees will be notified, within three months of their request, of their approval to participate in the Plan.

Approved requests will be sent to the Comptroller who shall administer the Plan. Once the approved request is received the employee will be placed on the deferred salary payroll.

## Administration

The minimum leave period is 6 months, except where an employee is attending a designated educational institution on a full time basis; in this case the minimum period of leave is 3 months. The maximum period of leave is 12 consecutive months, starting immediately after the deferral period.

The period over which an employee may defer salary may not exceed 6 years.

The Employee can defer a maximum of 33 1/3% of their gross salary in a taxation year.

The following table presents examples of calculations for Plan participation:

Plan Options	Maximum Salary Deferral	Maximum Leave Period	Year of Deferral	Percentage of Salary Deferrable
1 over 1.5 years	33 1/3%	1 year	2 <sup>nd</sup> year (6 mos.)	66 2/3%
2 over 3 years	33 1/3%	2 years	3 <sup>rd</sup> year	66 2/3%
3 over 4 years	25%	3 years	4 <sup>th</sup> year	75%
4 over 5 years	20%	4 years	5 <sup>th</sup> year	80%
5 over 6 years	16 2/3%	5 years	6 <sup>th</sup> year	83 1/3%
6 over 7 years	14%	6 years	7 <sup>th</sup> year	86%

Over the period of Plan participation, an employees' salary plus the percentage of salary deferred must equal 100% of the employees' pre-plan salary.

The percentage of gross salary to be received by the employee is fixed for the deferral period and the leave period.

The deferred portion of an employee's salary will be deposited into an account with a financial institution selected by the College to manage the plan. This account accrues interest which must be paid to the employee at the end of each calendar year. This interest is considered to be income from employment, and is therefore subject to income tax for the year in which it was earned. The interest rate, on the deferred portion of an employees' salary will be the rate of interest set by the financial institution.

- For taxation purposes Canada Customs and Revenue Agency requires that at the end of the leave period, employees return to the employer under whom they participated in the deferred salary leave program for, at least the same amount of time as the leave period. As such, the Deferred Salary Leave Plan cannot serve as an early retirement program.

#### Salary and Benefits During Deferral and Leave Periods

During the deferral period, employees continue to receive their normal salary less the amount they have chosen to contribute to the Plan.

During the leave period, an employee's gross annual salary will consist of the sum of the contributions made to the Deferred Salary Leave Plan during the deferral period, plus interest. Salary will be received through the normal payroll procedures.

Income tax information slips (T4) for the completion of participating employees' tax return will reflect that portion of salary actually received in the taxation year.

The interest earned on the deferred portion of an employee's salary will be considered to be employment income. This interest amount is taxable as employment income and will be included on T4 slips. Income tax information slips will be issued yearly as the interest is paid.

Employment status will be that of leave without pay. The provisions and cost-sharing arrangements for employee benefits will be consistent with the Collective Agreement.

While on leave, **no** payments **will** be made for:

- overtime;
- call back;
- stand-by;
- automobile allowance;
- Labrador allowance;
- sickleave;
- family responsibility leave;
- annual leave;
- paidleave;
- statutory holidays; or
- any other monetary compensation provided **to** employees who are at work.

No annual leave, sick leave or paid leave will be credited while employees are on the leave period portion of the Deferred Salary Leave Plan. This time will not be counted toward the requirements for service to **achieve** additional annual leave or paid leave credits and will not be recognized for severance pay purposes. The leave period, however, will not be considered a break in service.

Employees may purchase their deferred salary leave periods for pension credits on return **to** work.

### **Withdrawal From the Plan**

Once approved for participation in the Deferred Salary Leave Plan, employees may withdraw from the Plan, prior **to** the leave period only under exceptional circumstances such as:

- extreme financial hardship;
- death;
- total and permanent disability;
- transfer to another position where Plan participation is not approved;
- lay-off, termination or resignation.

Employees who wish **to** withdraw from the Plan must inform the President in writing outlining the reasons for the request. The President will then forward this information to the Comptroller who will review the case and decide if it meets the criteria for withdrawal.

Employees who are permitted to withdraw from the Plan will receive a refund of their contributions plus the accrued interest on the contributions. Refunds will be made within 90 days of the approval to withdraw from the Plan.

The lump sum payment refunded to an employee is subject to Canada Pension Plan contribution. The CPP contribution would be based on the gross amount of the payment using the employee contribution rate for the year in which the withdrawal occurs.

Unless specifically requested by the employee, the Comptroller will apply the lump sum income tax rate to the refund amount.

#### Returning From Leave

Employees returning from the Deferred Salary Leave Plan will be:

- assigned to the same or equivalent position held prior to going on leave and;
- eligible for the same step in the salary scale paid prior to going on leave.

Benefits/Deductions	Benefits During the Deferral Period	Benefits During the Leave Period
Annual Leave	normal accrual rates apply	no accrual during leave period  time accrued prior to the leave period may be taken, subject to approval, before the leave period begins or after the leave period ends
<b>Canada Pension Plan</b>	<b>payable on the portion of salary actually received</b>	<b>payable on the portion of salary actually received</b>
Dental Insurance	participation optional  employee pays full cost of premium	participation optional  employee pays full cost of premium
Group Life Insurance/ Health Insurance	coverage and premiums will be based on normal gross salary and not salary received  employer cost sharing will continue	coverage continuation is optional  employee is required to pay full cost of premiums while on leave.
Income Tax	payable on the portion of salary actually received	payable on the portion of salary actually received
Long Term Disability Insurance	coverage and premiums will be based on normal gross salary and not salary received	<b>no coverage available</b>
Paid Leave	normal accrual rates apply	no accrual during leave period  time accrued prior to the leave period may be taken, subject to approval, before the leave period begins or after the leave period ends
Pay Increments	normal application	step progression delayed by the length of the leave period
Provincial Pension	contribution will be based on normal gross salary, not salary received	no pension payments will be deducted during the leave period
Severance Pay	normal accrual rates apply	entitlement reduced by the length of the leave period
Sick Leave	normal accrual rates apply	no accrual during leave period  sick leave will not be paid during leave period
Unemployment Insurance	payable on normal gross salary	no deductions are taken as there are no insurable earnings during the leave period
Union Dues	payable on the portion of salary actually received	payable on the portion of salary actually received
Voluntary Accident Insurance	participation optional employee pays full cost of premium	participation optional employee pay! full cost of premium

**SCHEDULE "P"**

**BUMPING TRIBUNAL - TERMS OF REFERENCE**

1. (a) The Tribunal is Chaired by an Officer of the Public Service Commission with a single representative for each of the Employer and the Bargaining Unit.
  - (b) The Chair is responsible for the scheduling, location and protocol of the hearings.
  - (c) **All** parties agree that the process, the hearings and the deliberations of the Tribunal shall be guided by the essential principles of *fairness*.
  - (d) Cases should be presented in an order agreed to by the parties - to be consistent with relevant provisions of the Collective Agreement: (eg) senior employee • junior position; wherever reasonable, single grievances should proceed multiple grievances filed by an individual; some priority should be afforded to those employees currently on lay-off status; in cases of multiple grievances, where a grievance is upheld, all other grievances by that employee will be withdrawn.
  - (e) Employees who occupy positions that are the target of a bumping action will **not** have standing at the hearings. The process is to be one of exploration, by both parties, into the merits of each case prior to proceeding to arbitration.
2. (a) Hearings are to be on a "without prejudice" basis. The decisions of the Tribunal will be rendered as bench decisions only. There will be no written record. Considerations of the Tribunal which result in decisions which are not unanimous, and which proceed to arbitration, will not be presented into evidence.
  - (b) The decisions of the Tribunal must be unanimous to have effect. The Tribunal will consider the merits of each case and exercise its **own** judgement. Unanimous decisions of the Tribunal are binding on each party and are not subject to any further grievance action. An effort will be made to reach unanimous agreement in each case. Grievances not unanimously resolved by the Tribunal will revert back to the parties for further action.
  - (c) While Tribunal decisions will not be tabled in writing, and will not be presented in evidence in any subsequent arbitration, either party may consult with members of the Tribunal and seek clarification of the rationale for the dissension. It is recognized that this information may influence a decision to proceed to arbitration.



### 3. Procedure

- (a) Each party, first the Union and then the Employer, is to have 30 minutes to present its arguments to the Tribunal - this time allocation includes the calling of witnesses.
- (b) It is recognized that some cases will require less than 30 minutes and that a *strict* 30 minutes deadline should not be rigidly imposed on discussions which may lead to satisfactory resolution to the dispute.
- (c) It is anticipated that each party will make a brief opening statement/presentation followed by a period for rebuttal. Parties are directed to focus discussions on the merits of the case at hand. The Tribunal will make every effort to create a receptive tone in the hearings. The Tribunal will intervene if either party engages in aggressive or confrontational behaviour. Members of the Tribunal will be afforded time to clarify points after the discussion between the parties have been concluded.
- (d) It is anticipated that the calling of witnesses will be limited. The Union may wish to call the *grievor*, the Employer may call the Operational Manager who made the decision to refuse the bump. ***It is important that /he grievor be afforded full opportunity to be heard.***
- (e) In all cases, the Tribunal will adjourn immediately after arguments have been presented, The Tribunal will render its decision following the hearing of arguments, and its own deliberations, on each grievance

**MEMORANDUM OF UNDERSTANDING**

**APPLICATION OF MASTER AGREEMENT LANGUAGE**

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

**#16 Labour Force Adjustment and Productivity Council**

There shall be one council for each union with subcommittees for each Employer and/or department of Government (to be determined by mutual consent of the parties) with equal employee/employer representatives. Labour Force Adjustment and Productivity Council will be established, recognizing that union participation will not be interpreted as union agreement to the layoff of employees or similar matters.

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

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

**#28 Pension Credit and Group Insurance**

Pension credit and group insurance coverage to continue on the basis of the pre-injury salary including contract allowance, salary adjustments from step progression or pay increases during the period of temporary absence, subject to payment of appropriate premiums based on the pre-injury salary rate or adjusted rate because of step progression or pay increases, provided this proposal reflects the current practice and does not violate the Workers' Compensation Act.

## **MEMORANDUM OF UNDERSTANDING**

### **Bridging Provision**

- (1) Government agrees to introduce legislation in order to establish a bridging provision between the Public Service Collective Bargaining Act and the Labour Relations Act.

### **Successor Rights**

- (2) Subject to (3) below; With respect to the sale, lease, transfer or otherwise disposal of a business or the operations of a business, or a part of either of them, covered by this Agreement which may occur during the term of this Agreement, but before the passage of legislation referred in (1) above, successor rights will apply on the same basis as if the sale, lease, transfer or otherwise disposal was subject to the successor rights provisions of the Labour Relations Act.
- (3) Successor rights will not apply in the event that an Employer contracts-out work in accordance with the provisions of the Collective Agreement.

**MEMORANDUM OF UNDERSTANDING**

**RE: Security Guards Work Schedule - District 7**

Security Guards will work on the twelve (12) hour work schedule, as outlined below, for the duration of this Agreement. All hours worked in accordance with this schedule shall be at straight time rates.

This work schedule may be changed at any time by mutual agreement between the parties.

**SCHEDULE ON FILE WITH THE PARTIES**

MEMORANDUM OF UNDERSTANDING  
**CHRISTMAS BREAK**

Mr. Chris Henley  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, Newfoundland  
A1B 3M9

Dear Mr. Henley:

**RE: Christmas Break for Employees of CONA**

This will confirm the undertaking of the College with respect to the provision of a Christmas break for Support Staff employees during the Christmas periods.

The College agrees that, subject to (a) and (b) below, employees will not be scheduled to work during the period from 12:00 noon on December 24 to December 31 of each year, inclusive. The College shall reschedule the working time which falls within this period by scheduling an additional one-half (½) hour working time at the beginning of the number of consecutive working days that are necessary to make up this time during the period after September 1, but prior to the beginning of the Christmas break.

- (a) This Christmas break shall not apply to Security Guards and Power Engineers who shall be required to work as usual during this period.
- (b) The Employer reserves the right to designate certain departments or operations which shall be staffed during the Christmas break. In these cases, the Employer may designate certain employees as being required to work.
- (c) Issues related to operational requirements and whether the majority of Bargaining Unit employees wish to avail of the Christmas Break provision shall be considered at the Local level through the Labour Management process.
- (d) This letter does not prevent any other alternate arrangement which is mutually agreed between the Employer and employee(s).

Yours truly,



**Director of Administration**  
College of the North Atlantic

**MEMORANDUM OF UNDERSTANDING  
RE: PROCLAMATION OF NEW  
HOLIDAY BY PROVINCIAL GOVERNMENT**

Mr. Chris Henley  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, Newfoundland  
A1B 3M9

Dear Mr. Henley:

**RE: Proclamation of New Holiday by Provincial Government**

Further to the understanding reached during negotiations for a revised Collective Agreement between your Association (representing Support Staff at the College) and the College of the North Atlantic, this will confirm the intent of the College should a new or special holiday be proclaimed by the Provincial Government.

Should such a holiday be proclaimed by the Provincial Government, and it is observed by Government and other public service employees, the College agrees that employees covered by this Agreement will also receive the benefit of this holiday.

Yours truly,



**RAELENE THOMAS**  
Chief Negotiator  
Treasury Board

**MEMORANDUM OF UNDERSTANDING**  
**RE: EMERGENCY SUPPLIES**

Mr. Chris Henley  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, Newfoundland  
**A1B 3M9**

Dear Mr. Henley:

This will confirm the verbal understanding reached during negotiations for a revised Collective Agreement between your Association and College of the North Atlantic concerning employees who may become snowbound at the College during a state of emergency.

The College agrees to provide an emergency food supply in such situations for employees who are not able to leave the College after their scheduled hours of work.

Yours truly,



**RAELENE THOMAS**  
Chief Negotiator  
Treasury Board

MEMORANDUM OF UNDERSTANDING  
**RE: DEFINITION OF DAY**

Mr. Chris Henley  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, Newfoundland  
A1B 3M9

Dear Mr. Henley:

**RE:** Definition of Day  
Letter re Family Leave, Union Leave, Bereavement Leave

For the purpose of Article 27, Family Leave, Article 20, Union Leave and Article 21, Bereavement Leave, a day as defined in these Clauses shall be the day that the employee would have been working on the date for which the leave **is** requested.

For example, if the employee would have been working an eight **(8)** hour shift, this shall be one **(1)** day. If the employee would have been working a twelve **(12)** hour shift, this shall be one **(1)** day and if the employee would have been working a four **(4)** hour shift. this shall be one **(1)** day.

For employees working twelve **(12)** hour shifts, the current practice regarding annual leave, sick leave and payment for working on statutory holidays will continue.

Yours truly,



**RAELENE THOMAS**  
Chief Negotiator  
Treasury Board



MEMORANDUM OF UNDERSTANDING  
ARTICLE 18 - TRAVEL AND TRANSPORTATION ALLOWANCE

Mr. Chris Henley  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees

**P.O. Box 8100**  
St. John's, Newfoundland  
**A1B 3M9**

Dear Mr. Henley:

**RE: Article 18 - Travel and Transportation Allowance**

The parties agree that the rates contained within **Article 18 - Travel and Transportation Allowance** shall be in accordance with those rates set by Treasury Board in accordance with the Joint Committee on Travel on Employer's Business.


Yours truly,



**RAELENE THOMAS**  
Chief Negotiator  
Treasury Board

**MEMORANDUM OF UNDERSTANDING**  
**PROFESSIONAL DEVELOPMENT FOR SUPPORT STAFF**

The Employer and the Union agree to address Professional Development for support staff in accordance with the provisions of the Memorandum of Agreement negotiated to address this issue.

  
\_\_\_\_\_  
College of the North Atlantic

\_\_\_\_\_  
Newfoundland and Labrador  
Association of Public & Private  
Employees

**MEMORANDUM OF UNDERSTANDING**  
**EARLY AND SAFE RETURN TO WORK**

Mr. Chris Henley  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees  
**P.O. Box 8100**  
St. John's, Newfoundland  
**A1B 3M9**

Dear Mr. Henley:

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

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

Yours truly,



**RAELENE THOMAS**  
Chief Negotiator  
Treasury Board

**MEMORANDUM OF UNDERSTANDING**  
**POWER ENGINEER 4<sup>TH</sup> CLASS - SHIFT IN CHARGE**

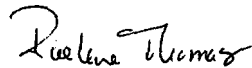
Mr. Chris Henley  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, Newfoundland  
A1B 3M9

Dear Mr. Henley:

**RE: Power Engineer 4<sup>th</sup> Class - Shift in Charge**

The Employer agrees that the hours of work for the position of Power Engineer 4<sup>th</sup> Class - Shift in Charge remain at 42 hours per week provided Mr. Robert Walsh continues to occupy the position.

Yours truly,



**RAELENE THOMAS**  
Chief Negotiator  
Treasury Board

**MEMORANDUM OF UNDERSTANDING**  
**SCHEDULE "E" - WORK CLOTHES AND OTHER WEAR ITEMS**

Mr. Chris Henley  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, Newfoundland  
A1B 3M9

Dear Mr. Henley:

RE: **Schedule "E" - Work Clothes and Other Wear Items**

The parties agree to the formation of a committee consisting of two (2) Employer and two (2) Union representatives to review and revise Schedule "E". Any revisions to Schedule "E" must be mutually agreed between the parties. Where the parties are unable to agree on proposed revisions, the provisions of Schedule "E" of the 2001/2004 Collective Agreement will prevail. Any revisions will be effective April 1, 2005 and will not result in any additional costs to the Employer. The Committee will complete its work within six months of the date of signing of the Collective Agreement. There shall be no cost associated with the Committee's work.

Yours truly,



RAELENE THOMAS  
Chief Negotiator  
Treasury Board

**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. Increase special payments by \$20 million per year (from \$40 million to \$60 million) payable in quarterly instalments commencing January 1, 2003, until Government's share of the unfunded liability established at December 31, 2000 is extinguished. **(Total quarterly instalments after this increase will be \$15 million per quarter.)**
3. 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.

4. All unions representing Public Service Pension Plan members must indicate, in writing, acceptance of this proposal.
5. 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

Classification Plan

- (1) It is agreed that a new classification system would be implemented and that the plan used would be gender neutral. It is also agreed that NAPE and CUPE would have input into the selection and implementation of the system. This will be accomplished through a joint steering committee which would be advisory to Government in nature. It is also agreed that the current classification plan would continue until the new plan is established.
- (2) The new plan will begin implementation on April 1, 2008. However, any wage adjustments necessary for implementation of this plan will not accrue on April 1, 2008. The total cost and the timing of any wage-adjustments are to be included in negotiations for the next collective agreement.
- (3) The-Unions require that a Job Evaluation Consultant (as selected by the Unions) would have direct contact with the Plan's consultant and have full access to all relevant information. This individual would also communicate with and have access to all meetings of the Steering Committee. The salary and the expenses of the Advisor would be borne by the Unions.
- (4) The ratings of the positions will be conducted by the staff of the Classification, Organization and Management Division of Treasury Board. There will be a Benchmark Committee composed of two-thirds management and one-third union representatives who will review the sampling of the ratings as they are done. The Benchmark Committee would have the authority to refer results back to the raters should they be deemed inconsistent. The final decision making authority rests with Treasury Board.
- (5) While the new Job Evaluation system is being implemented, all employees can proceed with individual reviews and appeals under the current plan. However, there will be no further occupational reviews or group type requests.

**MEMORANDUM OF UNDERSTANDING - 2004**  
**HEALTH INSURANCE**

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

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

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

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

1. Employees determined to be eligible for coverage under the Atlantic Blue Cross Care Plan shall be continued for the full twelve (12) month period commencing April 1<sup>st</sup> of each year as long as they remain actively employed and pay the required premiums.
2. Temporary employees covered under this Agreement who are determined to be eligible will access group insurance programs that are currently available.
3. Premiums for these employees must be collected through payroll deductions.
4. Employees who 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.

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