

**COLLECTIVE AGREEMENT**

**BETWEEN**

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

**AND**

**THE NEWFOUNDLAND AND LABRADOR  
HEALTH BOARDS ASSOCIATION**

**AND**

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

**Effective: February 13, 2009  
2012**

**Expires: March 31,**

**13268 (02)**

**THIS AGREEMENT made this 13<sup>th</sup> day of February, Anno Domino Two Thousand and Nine.**

**BETWEEN**

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

**AND**

**THE NEWFOUNDLAND AND LABRADOR HEALTH BOARDS ASSOCIATION, on behalf of all employers as listed in Schedule "B"**

**of the one part;**

**AND**

**THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES, and its locals.**

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## Article 1 - Definitions and Interpretations

\*1.01 For the purpose of this Agreement:

- (a) **"Bargaining Unit"** means the bargaining unit recognized in accordance with Article 3.
- (b) **"Classification"** means the identification of a position by reference to a class title and pay range number.
- (c) **"Day"** means a working day unless otherwise stipulated in this agreement.
- (d) **"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, or
  - (iii) a day on which the part-time employee is not scheduled to work as part of his/her normal schedule including (i) and (ii) above.
- (e) **"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.
- (f) **"Director/Manager"** refers to the head of a distinct program area or department.
- (g) **"Employee or employees"** means any person employed in a position which falls within the bargaining unit.
- \* (h) **"Employer"** means Treasury Board or an Employer as listed in Schedule "B" represented herein by the Newfoundland and Labrador Health Boards Association.
- \* (i) **"Experience"** means years worked in one's profession with:
  - \* (i) a health care facility or office,
  - (ii) other health care institution and/or,
  - (iii) any other organization that is recognized by the Employer which such recognition shall not be unreasonably withheld. Employees shall make every reasonable effort to provide written verification of their experience, including the length and type of experience from their previous Employer.
- (j) **"Holiday"** means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this agreement.
- (k) **"Layoff"** means the cessation of employment of an employee because of lack of work or because of the abolition of a post, but retaining all recall rights in accordance with article 24.05. Permanent employees who have a reduction of their hours of work shall have access to the layoff provision of clause 24.05.
- (l) **"Leave of Absence"** means absence from duty with the permission of the Employer.
- (m) **"Month"** is a calendar month, e.g. January, February, etc.
- (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 notice in writing which is hand delivered or delivered by registered mail.
- (p) **"Part-time Employee"** means an employee who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each workweek.
- (q) **"Permanent Employee"** means a person who has completed his/her probationary period and is employed on a permanent basis.

- (r) **"Probationary Period"** means a period of continuous employment of six (6) months from the date of employment except for employees who are required to undertake training on employment whose probationary period shall commence immediately following such training.
- (s) **"Promotion"** means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from his/her existing classification to a classification carrying a higher pay range number.
- (t) **"Reclassification"** means any change in the current classification of an existing position.
- (u) **"Seniority"** subject to clause 24.04, seniority is defined as the length of service (excluding overtime) with the Employer in a bargaining unit position and shall date from the last entry into employment with the Employer. Part-time employees shall earn seniority based on the above and based on the actual number of hours worked.
- (v) **"Service"** means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year unless otherwise specified in this Agreement.
- (w) **"Shift"** means the normal daily working hours scheduled for each employee as specified in Article 19 "Hours of Work".
- (x) **"Standby"** means any period of time during which, on the instructions of the Employer, an employee is required to be available for recall to work.
- (y) **"Temporary Appointment"** means a voluntary action on the part of an employee to accept an offer of employment in another position, either inside or outside the bargaining unit, on a temporary basis.
- (z) **"Temporary assignment"** means the explicit assignment of an employee by the Employer to fill a position temporarily.
- (aa) **"Temporary employee"** means an employee who occupies a position on a temporary basis for a specified period of time or for the purpose of performing specific work and whose employment may be terminated at the end of such period, or upon completion of such work, or within fourteen (14) calendar days notice of layoff.
- (bb) **"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; or
  - (iii) the employee is on continuous layoff status in excess of twenty-four (24) consecutive months.
- \*(cc) **"Union"** means Newfoundland and Labrador Association of Public and Private Employees
- (dd) **"Vacancy"** means an opening which is either permanent, part-time or of a temporary nature (for more than 13 weeks) as outlined in clause 25.01(a).
- (ee) **"Week"** means the period from 0001 hours Monday to 2400 hours the following Sunday inclusive.
- (ff) **"Year"** means a calendar year or a fiscal year as defined by the employer. Once established, the Employer will advise the union of its decision and agrees that the defined year will not change during the life of this agreement.
- (gg) **"Redundant Position"** means a position declared redundant by the Employer.

- 1.02 For the purpose of this Agreement, the singular shall be deemed to include the plural and vice versa.

## **Article 2 - Purpose of Agreement**

2.01 **Relationship - Employee/Employer**

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

2.02 **Provision of Quality Care**

The parties to this Agreement share a desire to provide quality client care, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the people of Newfoundland and Labrador will be well and effectively served and to establish within the framework provided by law, an effective and professional working relationship.

## **Article 3 - Recognition and Check Off**

3.01 **Recognition of Union**

The Employer recognizes the Union as the sole bargaining agent for those employees employed by the Employer in the categories specified in Schedule "A".

\*3.02 **New Classifications**

- (a) When new classifications are developed, the Employer will immediately notify the Union as to whether such classifications should be included in or excluded from the bargaining unit and provide reasons for its exclusions. Should the parties be unable to agree, the matter shall be referred to the Labour Relations Board for adjudication.
- (b) Pending the agreement between the parties or a decision from the Labour Relations Board as to whether a position should be included in the bargaining unit, the Union dues deducted from the employee shall be held in trust by the Employer.

3.03 **Check Off Payments**

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

3.04 **Deductions**

Deductions shall be forwarded to the President of the Union not later than the 15<sup>th</sup> day of the month. The Employer will forward to the Union with the first dues deduction cheque following signing of the Agreement, a list which shows the employee's full name and classification title or number. Each month thereafter a list showing additions and deletions will be forwarded with the dues deduction cheque.

3.05 **T4 Slips**

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

3.06 **Membership Requirement**

(a) All employees of the Employer as a condition of continued employment shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union.

(b) **New Members**

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

3.07 **Union Access**

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

3.08 **Bulletin Boards**

Suitable bulletin board space shall be provided for the posting of notices by the Union. Notices are to be restricted to Union business.

\*3.09 **Interviewing Opportunity**

\*(a) The Employer shall provide the Union local secretary with the names of all new hires within fourteen (14) calendar days of the appointment.

(b) A representative of the Union shall be given an opportunity to interview new employees within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting new employees with the benefits and responsibilities of Union membership. Such interviewing may take place on a group basis. The steward or representative will provide the new employee with a copy of the collective agreement.

3.10 **Deductions to be Made**

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

\*3.11 **No Private Agreement**

There shall be no written or verbal agreement between an employee and the Employer which may conflict with the terms of the Collective Agreement except where mutually agreed between the employee, the Union and the Employer.



\*3.12 **Agreement Overrides Employer Policy**

The provisions of this collective agreement shall take precedence over any and all policies, rules and regulations made by the Employer concerning wages, benefits, or working conditions affecting employees within the scope of this collective agreement.

**Article 4 - Management Rights**

4.01 **Management Rights**

The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the workplace under the Employer's control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

Should a question arise as to the exercise of management's rights in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the grievance and arbitration procedure.

**Article 5 - Employee Rights**

5.01 **Personal Complaints**

Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to the Employer.

5.02 **The Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or otherwise by reason of age, race, creed, color, national origin, political or religious affiliation, gender, sexual orientation, mental and physical disability, or marital status, nor by reason of his/her membership or activity in the union.

5.03 **Rules and Regulations**

All rules, policies and regulations of the Employer which directly affect employees in the bargaining unit, required for proper management of health services being provided, shall be made available to employees.

5.04 **Work of the Bargaining Unit**

(a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting, emergencies or when regular employees are not available or when employees on layoff are not available for recall, provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

- (b) Notwithstanding clause 5.04 (a), the parties agree that no employee shall suffer a reduction in the hours of work, pay, or benefits as a result of work performed by individuals working as: (1) volunteers; (2) working under the scope of Provincial or Federal funded grants or projects; (3) working on projects funded by charitable organizations; and (4) working as on-the-job trainees from a totally publicly funded institution. Additionally, the Employer agrees that no employee who is on layoff status will lose work, pay or benefits.

### **Article 6 - Union and Management Committee**

6.01 (a) **Committee of Union and Management**

The Employer and the Union shall form a Committee of Union and Management in all organizations employing more than three (3) employees.

(b) **Composition of Committee**

This Committee shall be composed of three (3) employees designated by the Union and three (3) persons designated by the Employer. The numbers may be reduced by mutual agreement between the parties. An officer or representative(s) of the Union may attend the meetings as a consultant. The Employer may also appoint a person(s) as a consultant(s).

(c) **Meetings of the Committee**

The Committee shall meet at the request of either one of the parties but, in any case, at least once a month, unless mutually agreed otherwise. Meetings of the Committee shall be chaired alternately by the Employer's representative and the representative of the Union. Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson of that meeting as promptly as possible at the close of the meeting.

(d) **Jurisdiction of Committee**

The parties hereto acknowledge the mutual benefits to be derived from joint consultation between employees and the Employer on all aspects of the working conditions of the professional workers. The Committee, however, shall not supersede the activities of any other Committee of the Union or of Management and does not have the power to bind either the Union or its members or the Management to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and to Management with respect to its discussions and conclusions.

### **Article 7 - Leave for Union Business**

7.01 **Names of Representatives**

The Union shall provide the Employer with a list of the officers of the Union. The Union shall notify the Employer of the name of their steward, in writing, to the chief executive officer or designate before the Employer shall be required to recognize that individual.

7.02 **Leave for Union Business**

Upon written request by the Union to the chief executive officer or designate at least seven (7) days prior to commencement of leave and with the approval, in writing, of the chief executive officer or designate, leave with pay shall be awarded as follows:

(a) **Union's Negotiating Team**

With the approval of the Employer, 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 reasonable limit. The Union shall notify the Employer 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.

(b) **Leave for Provincial Executive Meetings**

For an employee who is a member of the Provincial Executive of the Union and who is required to attend executive meetings of the Provincial Executive, leave with pay not exceeding thirty-seven point five (37.5) hours in any one (1) year.

(c) **Union Meetings**

For an employee elected to the Provincial Executive of the Union and who is required to attend the meetings of the Union, leave with pay not exceeding twenty-two point five (22.5) working hours in any one (1) year.

(d) **National Meetings**

For an employee who is a member of the Provincial Executive of the Union and who is required to attend national meetings of Health Professional bargaining units, leave with pay not exceeding thirty-seven point five (37.5) hours in any one (1) year; no more than one (1) employee at one (1) time for each hospital.

7.03 **Permission to Hold Meetings**

Permission to hold meetings on the premises shall in each case be obtained from the chief executive officer or designate and such meetings shall not interfere with the operation of the employer.

7.04 **Leave of Absence for Full Time Union Representatives**

(a) An employee who is elected or selected for a full time position with the Union shall be granted a leave of absence without pay for a period of one (1) year. Such leave shall be renewed for a maximum of one (1) year upon request during his/her term of office. Leave under this Clause shall only be provided if a suitable employee, as assessed by the Employer, is available.

(b) During the period of such leave of absence, provided the insurance and pension plans permit, the employee shall be permitted to participate in these plans at no cost to the Employer.

(c) During this period of leave of absence, the employee shall retain all accrued benefits but shall not earn any benefits during such leave.

7.05 **Shop Stewards**

- (a) The Union shall be permitted to appoint one (1) shop steward per Employer for every fifty (50) employees or part thereof. The number of shop stewards may be amended with the mutual consent of the Employer and the Union.
- (b) With the prior written approval of the administrator, special leave with pay not exceeding seven and one-half (7.5) hours in each year, shall be awarded to each shop steward for the purpose of attending educational seminars. Leave in accordance with this clause is not transferable.

**Article 8 - Grievance Procedure**

8.01 **Types of Grievances**

Grievances arising out of the interpretation, application, administration or alleged violation of this Agreement shall be subject to the Grievance and Arbitration Procedure set out hereunder. The following types of grievances concerning the application of Article 8 are recognized:

- (a) **Employee Grievance**  
Which shall be defined as the grievance of an individual employee.
- (b) **Group Grievance**  
Which shall be defined as the grievance of a group of employees.
- (c) **Policy Grievance**  
Which shall be defined as the grievance of the Employer or of the Union.

All grievance forms must be signed by a shop steward or another recognized representative of the union as agent for the employee, group or union, as the case may be.

8.02 **Prompt Procedure**

It is of mutual interest to both the Employer and the Union that any grievance arising over the application, interpretation, administration or alleged violation of any of the terms of this Agreement be settled as expeditiously as possible in accordance with the procedure set forth hereunder.

\*8.03 **Processing of Grievances**

- (a) Shop stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representative.
- \* (b) The Union and its representatives shall have a right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2. A representative of the Employer shall have the right to initiate a grievance which shall be filed with the provincial president of the Newfoundland Association of Public and Private employees. The provincial NAPE president shall render his/her decision within ten (10) calendar days of the receipt of the Employer's grievance. If the matter is not settled, either party may refer the dispute to arbitration within fifteen (15) calendar days of the provincial NAPE president's decision. Referral to mediation may be used as an alternative to arbitration with the parties' agreement.

8.04 **Permission to Leave Work**

It is agreed that the Union's shop stewards shall not absent themselves from their departments for the purpose of handling grievances without first obtaining permission from their Director/Manager or designate and that permission will not be unreasonably withheld.

\*8.05 **Settlement of Grievances**

Grievances shall be processed without stoppage of work according to the following procedure:

Step 1 An employee who has a grievance shall within seven (7) calendar days of the occurrence or discovery of the grievance, submit his/her grievance to the Union's shop steward.

\*Step 2 If the Union's shop steward considers the grievance justified, the employee concerned, together with the representative may, within seven (7) calendar days, submit the grievance in writing to the employee's immediate manager.

Step 3 Failing satisfactory settlement of the grievance within fourteen (14) calendar days after the grievance was submitted under Step 2, the employee assisted by the shop steward shall submit the grievance to the Chief Executive Officer or designate. The Chief Executive Officer or designate shall meet with the employee and shop steward and shall declare his/her decision within fourteen (14) calendar days after receipt of the grievance.

Step 4 Failing satisfactory settlement at Step 3, the Union may, by giving notice in writing within fourteen (14) calendar days of receipt of the Chief Executive Officer's or designates decision, declare its intention to refer the grievance to arbitration.

8.06 **Technical Objections to Grievances**

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

8.07 **Amending of Time Limits**

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by mutual agreement between the parties.

8.08 **May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8 - Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

8.09 **Mutually Agreed Changes**

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 32.01 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

8.10 **Replies in Writing**

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

8.11 **Facilities for Grievance Meetings**

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

8.12 **Time Limits**

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

8.13 **Local Presidents**

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

8.14 **Policy Grievance**

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

**Article 9 – Arbitration**

9.01 (a) **Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within fifteen (15) calendar days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the arbitration board. The two (2) nominees shall then meet to select an impartial chairperson.

(b) **Failure to Appoint**

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

9.02 **Board Procedure**

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

9.03 **Decision of the Board**

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

9.04 **Decision on Monetary Award**

If following an arbitration award involving the payment of a sum of money not determined by the award, and agreement cannot be reached between the parties regarding the amount to be paid, the matter shall be referred to the Arbitration Board who heard the grievance for settlement of the matter.

9.05 (a) **Expenses of the Board**

Each party shall pay:

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

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

9.06 **Amending of Time Limits**

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

9.07 **Single Arbitrator**

The parties may mutually agree to the substitution of a single arbitrator for an Arbitration Board in which event the foregoing provisions in Article 9.02, 9.03, 9.04, 9.05, and 9.06 shall apply equally to a single arbitrator where reference is made to an Arbitration Board.

9.08 **Witnesses**

At any stage of the Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. Subject to the approval of the Employer, time off with pay shall be provided.

9.09 **Conflict of Interest**

No person

- (a) who has pecuniary interest in the matters referred to the Arbitration Board; or
- (b) who is acting or has within a period of six (6) months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties;

shall be appointed to or act as a member of an Arbitration Board.

9.10 **Grievance and Arbitration Pay Provision**

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

9.11 **Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the chairperson of the Board of Arbitration to reconvene the board to clarify the decision, which it shall do within thirty (30) calendar days.

\*9.12 **Mediation**

By mutual agreement, prior to proceeding to arbitration, the parties may avail of the services of a mediator to attempt to resolve the grievance. Additionally, the arbitrator may act as a mediator prior to commencing a hearing with the agreement of the parties. Both parties will equally share the cost of the mediator.

**Article 10 - Probation, Discharge, Suspension and Discipline**

10.01 **Probationary Employee**

- (a) **Interview** - Probationary employees shall be interviewed at least once regarding his/her work performance.
- (b) **Termination** - The termination of probationary employees for reasons of unsuitability or incompetence, as assessed by the employer, is not subject to the grievance and arbitration procedure.
- (c) **Extension of Probationary Period** - The Employer and the Union may mutually agree to extend the probationary period.

10.02 **Suspension and Discharge**

In the event of suspension or discharge, the employee concerned shall have the right to representation by a member of the Union during any meeting or investigation of grievance as a result of the suspension or discharge.

\*10.03 **Discipline Procedure**

- (a) An employee who has completed his/her probationary period may be dismissed, but only for just cause.
- (b) Where it is determined that an employee has been suspended or discharged in violation of Clause 10.03(a), that employee shall be immediately reinstated to his/her former position without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such suspension or discharge.
- \* (c) Where an employee is required to attend a meeting with the Employer which concerns an oral reprimand or which precedes a written warning, the Employer shall advise the employee that he/she has a right to be accompanied by a shop steward and the general purpose of the meeting.



**\*10.04 Adverse Report**

- \* (a) The Employer shall notify an employee of any event or complaint giving rise to concerns with respect to his/her employment within seven (7) calendar days of becoming aware of the event or complaint. Within a further fourteen (14) calendar days the Employer will investigate the matter and notify the employee, in writing, of any determination of dissatisfaction with his/her employment. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his/her record for use against him/her at any time.
- \* (b) Further, whenever the Employer advises an employee of concerns about his/her work and that failure to bring his/her work up to a required standard by a given date, the Employer will provide the employee with the particulars of the concern, in writing, within fourteen (14) calendar days thereafter. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his/her record for use against him/her at any time.
- \* (c) Such written reports as referenced above shall not be used against an employee after eighteen (18) months have elapsed, provided another warning or reprimand relating to the same or similar offence has not been given within that period. The employee's written reply to such notification of dissatisfaction shall become part of his/her record.
- \* (d) This article shall apply in respect of any expression of dissatisfaction relating to his/her work/employment or otherwise which may be detrimental to an employee's advancement or standing with the Employer. All correspondence pertaining to the adverse report, including the report itself, shall be disregarded and subsequently removed from the personal file after eighteen (18) months. The employee shall be responsible to see that any such documents are removed.

**\*10.05 Signing Performance Evaluations**

- \* (a) An employee shall be given an opportunity to sign all evaluations and assessments of his/her work performance. The employee's signature on these evaluations and assessments shall not be construed to mean agreement with the evaluations or assessments but merely receipt of same. If the employee refuses to sign any evaluations or assessments, it shall be indicated on the evaluation or assessment that it was presented to him/her and he/she refused to sign it.
- \* (b) Performance evaluations shall not be considered an adverse report.

**10.06 Personal Files**

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

(b) Consultation of File

An employee who has been terminated may consult his/her personal file within twenty-one (21) days of the date of his/her termination after making an appointment and during regular working hours. Any employee involved in an arbitration hearing shall have the right to copy all documents contained in his/her personal file.

10.07 **Right to be Represented**

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

10.08 **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 11 - Strikes and Lockouts**

11.01 **Strikes and Lockouts**

The Union agrees that during the life of this Agreement, there shall be no strikes, suspensions or slowdowns of work, picketing by members of the Union on the premises of the Employer or any other interference with the Employer's business. The Employer agrees that there shall be no lockout during the term of this Agreement.

**Article 12 - Statutory Holidays**

12.01 **Statutory Holidays**

(a) Designation of Holidays

Employees shall receive seven point five (7.5) hours paid leave for each of the nine (9) holidays as follows:

- (i) New Year's Day
- (ii) Good Friday
- (iii) Commonwealth Day
- (iv) Memorial Day
- (v) Labour Day
- (vi) Armistice Day
- (vii) Christmas Day
- (viii) Boxing Day

One (1) additional day as mutually agreed, within each board, by the parties.

(b) Pro-ration of Statutory Holiday

Employees working less than equivalent full-time hours shall receive this benefit on a prorated basis in accordance with clause 23.01 and 23.02.

- (c) Compensation for Holidays Falling on Saturday  
For the purpose of this agreement when any of the aforementioned holidays falls on a Saturday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 12 - Holidays. All other employees shall observe the following Monday as the holiday.
- (d) Compensation for Holidays Falling on a Sunday  
For the purpose of this agreement when any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 12 – Statutory Holidays. All other employees shall observe the following Monday (or Tuesday, where the preceding clause already applied to Monday) as the holiday.

**12.02 Work on Designated Holiday**

In addition to the holiday pay outlined in clause 12.01, when an employee is required to work on a holiday, he/she shall be paid at the rate of time and one-half (1 ½) for each hour worked, or he/she may elect to take time off on the basis of one and one-half (1 ½) hours for each hour worked, at the request of the employee and at a time to be mutually agreed by the employee and his/her supervisor. The employee's decision to receive time off must be conveyed to the supervisor within seventy-two (72) hours of working on the holiday. If such time off is not granted within ninety (90) days of the scheduled holiday, the employee shall receive pay in lieu of time off at the rate of time and one-half (1 ½) his/her regular rate of pay for all hours worked on the holiday. For employees working a flexible work schedule as per 19.01(a) the actual hours worked on that day shall be credited as hours worked for the purpose of determining the one hundred and fifty (150) hours for the calculation of the normal hours of work.

**12.03 Holiday Falling on a Day of Rest**

When a calendar day designated as a holiday under Clause 12.01 coincides with an employee's day of rest, the employee shall receive seven point five (7.5) hours off in lieu of the holiday at a later date approved by the Employer. If such time off is not granted within sixty (60) days of the scheduled holiday, the employee shall receive pay at the applicable rate of pay.

**12.04 Payment for Holidays While on Leave of Absence Without Pay**

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

**12.05 Statutory Holiday During Sick Leave**

If an employee is sick on a day that has been designated by the Employer as a statutory holiday in accordance with Clause 12.01, the employee shall be charged for the statutory holiday and there shall be no deduction from the employee's sick leave credits.

12.06 **Christmas and New Year's Leave**

An employee scheduled to work on Christmas Day shall not be scheduled to work on New Year's Day and shall receive New Year's Eve as a scheduled day off. An employee scheduled to work on New Year's Day shall not be scheduled to work on Christmas Day and Boxing Day and shall receive Christmas Eve as a scheduled day off unless otherwise mutually agreed between the employee and the supervisor.

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

12.07 **New Holiday**

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

12.08 **Compensation for Work Performed on a Holiday Falling on Scheduled Day Off**

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

**Article 13 – Vacation**

13.01 **Vacation**

(a) **Length of Vacation**

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

- (1) less than one (1) year at the rate of one and two thirds (1 2/3) days for each month of service;
- (2) one year or more but less than ten (10) years - four (4) weeks;
- (3) more than ten (10) years but less than twenty-five (25) years of service - five (5) weeks;
- (4) for more than twenty-five (25) years of service - six (6) weeks;
- (5) the minimum of vacation leave that can be taken is one (1) hour.

(ii) **Twelve Hour Shifts**

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

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

- (b) **Calculation of Length of Vacation**
- (i) For the purpose of calculation of length of annual vacation with pay, an employee's service will be that service performed in the twelve (12) month period currently used for such calculation. This period may vary between employers (e.g. January 1 - December 31: April 1 - March 31: July 1 - June 30) and that no employer will change its currently accepted accumulation period without prior discussion with the Union.
  - (ii) When an employee becomes eligible for a greater amount of annual vacation, 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.

13.02 **Vacation Period**

An employee shall be entitled to request annual vacation throughout the calendar year and such requests shall not be unreasonably denied.

13.03 **Vacation Pay**

An employee who has earned at least two (2) weeks' annual leave, upon giving at least two (2) weeks' notice prior to the pay day preceding the day on which he/she wishes to receive his/her advance payment, shall receive prior to commencement of his/her annual vacation any regular pay cheque(s) which may fall due during his/her vacation.

13.04 **Anticipated Vacation**

Subject to Clause 13.05, any employee with more than four hundred and fifty (450) working hours may anticipate his/her vacation in accordance with Clause 13.01 to the end of the vacation year.

13.05 **Refund of Overdrawn Vacation Pay**

An employee who leaves the employ of the Employer before the end of the vacation year in which he/she has taken his/her vacation, shall have the applicable proportion of his/her salary recovered from him/her in accordance with Schedule "D".

13.06 **Selection of Vacation Dates**

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

13.07 **Carry Forward of Vacation**

- (a) Subject to 13.01(a) an employee may carry forward to another year any proportion of vacation leave not taken by him/her in previous year to a maximum of one (1) year's entitlement.

- (b) An employee who has exceeded the carry forward limit in 13.07 (a) will be notified in writing three (3) months in advance of the end of the vacation year, outlining the balance in excess of the carry forward limit. Only those employees who are prohibited from utilizing the excess balance due to requirements of the Employer will be permitted to carry forward the excess balance.

13.08 **Substitution for Vacation**

- (a) An employee who qualified for sick leave under Article 14 while on vacation shall provide the employer with a medical certificate which states the period during which the employee qualifies for sick leave. The sick leave will be approved effective from the date the medical certificate is written and signed by the physician.
- (b) In the case of an employee who is admitted to hospital while on vacation, he/she may change the status of his/her leave to sick leave with effect from the date he/she was admitted to hospital.
- (c) An employee who, while on vacation, qualified for bereavement leave, shall be credited the appropriate number of days to vacation leave.
- (d) The period of vacation so displaced in Clause 13.08(a), (b) and (c) shall be reinstated for use at a later date to be mutually agreed.

13.09 **Compensation for Holidays Falling in Vacation Schedule**

If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed those additional vacation hours with pay at a time to be mutually agreed between the employee and the supervisor.

13.10 **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.

13.11 **Vacation Credits for the First and Last Month of Employment**

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

13.12 **Overtime Vacation Rate**

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

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

13.13 **Unused Vacation Paid to Estate**

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

13.14 **Transferring Vacation Leave**

Subject to clause 29.01, employees transferring or accepting employment under the transfer and portability article, may upon termination, transfer up to a maximum of one hundred and fifty (150) hours of vacation leave and shall receive pay for the balance of his/her accumulated vacation leave.

13.15 **Vacation Leave of Short Duration**

If vacation leave of short duration is requested, the supervisor shall not unreasonably deny such leave. Where such request is made within two (2) weeks of the requested vacation leave, the employee will be given a decision within forty-eight (48) hours of such request.

13.16 **Payment in Lieu of Vacation Leave**

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

13.17 **Vacation Leave Entitlement**

The following provisions respecting annual leave shall apply:

- (a) An employee may be permitted to avail of annual leave earned during the first sixty (60) days of service on a pro-rata basis.
- (b) Part-time employees shall be entitled to annual leave in accordance with this clause on a pro-rata basis.

13.18 **Accumulation of Vacation Leave While on Sick Leave, etc.**

Except in the case of extended illness immediately prior to the usual retirement period, an employee shall be eligible to accumulate vacation credit(s) while on sick leave or any other paid leave.

13.19 **Vacation Leave During Special Leave Without Pay**

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

13.20 **Vacation Leave Following Re-Employment**

For the purpose of this Article, employees who are re-employed by the Employer after layoff or termination may have service prior to layoff or termination credited to them for annual leave purposes.

13.21 **Service for Vacation Leave**

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.

In addition, service with a Government or quasi-governmental Board, Commission or Agency created by statute or established by the Lieutenant Governor in Council, or with a hospital not operated by Government accepted as pensionable service in accordance with the Public Service (Pensions) Act shall also be recognized as service for annual leave purposes.

#### **Article 14 - Sick Leave**

##### **\*14.01 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.

##### **14.02 Annual Paid Sick Leave**

- (a) (i) An employee is eligible to accumulate sick leave with full pay at a rate of fifteen (15) working hours for each one hundred sixty-two point five (162.5) hours of service.
- (ii) Notwithstanding Clause 14.02 (a)(i), an employee hired after May 4, 2004 is eligible to accumulate sick leave with full pay at the rate of one (1) day for each month of service.
- (b) (i) The maximum amount of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed thirty-six hundred (3,600) working hours.
- (ii) Notwithstanding Clause 14.02 (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 eighteen hundred (1800) hours.

##### **14.03 Proof of Illness**

Sick leave with full pay in excess of three (3) consecutive days shall not be awarded to an employee unless he/she has submitted in respect thereof, a medical certificate. The sick leave will be approved effective from the date the medical certificate is written and signed by the physician. In cases of an established pattern of sickness, the employer reserves the right to request a medical certificate for any period of sickness.

##### **14.04 Sick Leave Credit During Paid Leave of Absence**

When an employee is given paid vacation or special paid leave of absence, or while on Workers' Compensation, he/she shall receive sick leave credit for the period of such absence on his/her return to work.

##### **14.05 Extension of Sick Leave**

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



- (b) When an employee has used the maximum of sick leave which may be awarded to him/her in accordance with this agreement, he/she may elect, if he/she is still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if he/she is eligible to receive such leave and if not, on special leave without pay to a maximum of one (1) year unless a longer period is mutually agreed upon between the employee and the Employer. Medical certificates shall be submitted as required by the Employer.

14.06 **Illness Associated with Pregnancy**

An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy up to the commencement of her maternity leave or date of delivery provided that she has sick leave to her credit and is not already on other leave, except annual leave.

14.07 **Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave for all working hours absent for sick leave.

14.08 **Medical Care Leave**

Employees may be allowed to take sick leave in order to engage in personal medical and dental care. Employees may be required to show proof of having received such care. The employee must endeavor to a reasonable extent to schedule such medical and dental care during off duty hours. Employees shall, where possible, provide a minimum of forty-eight (48) hours advance notice of his/her appointment.

14.09 **Sick Leave Credits for the First and Last Month of Employment**

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

14.10 **Disability Retirement**

- (a) If it appears, in the opinion of a medical doctor, that it is unlikely that the employee will be able to return to duty after the expiration of his/her accumulated sick leave, the employee may be retired effective when his/her accumulative sick leave has expired or at retirement age, and paid such pension award as he/she may be eligible to receive.
- (b) Employees unable to perform their duty because of medical reasons will be entitled to use all their accumulated sick leave as per (a) above and may proceed on an unpaid leave of absence for a period of one (1) year before being pensioned or terminated.

14.11 **Sick Leave During Special Leave Without Pay**

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

**14.12 Sick Leave for Temporary Employees**

Employees hired from the Temp List shall not receive sick leave if the employee declines employment due to illness, but the employee shall earn service for seniority purposes only for the time that he/she did not report to work because of illness. Sick leave may be awarded to an employee who after commencing a period of temporary employment qualifies for sick leave under this article. The employee who declined employment due to illness shall report to work in accordance with article 25 after his/her illness providing work is still available and providing the temporary employee gives the Employer reasonable notice.

Temporary employees shall be eligible for sick leave benefits for periods of employment the employee declines due to hospitalization upon proof of admission and discharge.

**Article 15 - Maternity/Adoption/Parental Leave**

**\*15.01 Commencement of Maternity/Adoption/Parental Leave**

- (a) An employee shall be eligible for and shall be permitted to commence maternity leave at the beginning of the sixth (6th) month of pregnancy. Permission to commence maternity leave shall not be unreasonably denied. 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.
- (b) An employee shall notify her employer when an adoption is imminent. The employee shall be eligible for and shall be permitted to commence adoption leave immediately following the adoption.
- \* (c) An employee shall be eligible for and shall be permitted to take parental leave for up to thirty-five (35) weeks in combination with maternity or adoption leave or at some other time by either parent. In any event, such leave shall commence by the beginning of the fortieth (40th) week following the birth or adoption and, where possible, the employee shall provide the employer with at least two (2) weeks notice prior to the commencement of parental leave.
- (d) The maximum leave allowed under this clause shall be fifty-two (52) weeks in total. However, the Employer may grant leave without pay when an employee is unable to return to duty after the expiration of leave under this clause, during which the employee shall earn service for seniority purposes.
- (e) An employee returning from maternity leave may be exempt from standby and callback until the child is two (2) years old provided that other qualified employees in the work area are available.
- (f) Upon return to work following maternity leave, an employee shall return to her previous position subject to operational requirements. Employees who were in rotational positions upon commencing maternity leave will continue to have their

name listed on the rotational positions and will be placed in the appropriate rotation positions upon return to work.

15.02 **Vacation Before or After Maternity Leave**

At her request, an employee may be awarded vacation immediately before or immediately following maternity leave.

15.03 **Retention of Accumulated Benefits**

The benefits under this Agreement accrued by an employee up to the commencement of maternity/adoption/parental leave, shall be retained by the employee provided that he/she returns to work within the time limits specified.

15.04 **Service While on Maternity/Adoption/Parental Leave**

- (a) While on maternity/adoption/parental leave, an employee shall continue to accumulate service for seniority, annual leave, sick leave, severance pay and step progression to a maximum of 1950 hours and shall be credited to the employee upon his/her return to work.
- (b) Should an employee change employment status at the employee's request (i.e. full time to part time or part time to full time) prior to or during the period of leave under this Article, the benefits outlined above will be credited on the basis of the new hours of work effective the date of the change in status.

15.05 **Maternity Leave - Job Posting**

- (a) An employee who applies for a position in accordance with Clause 25.01 while on maternity or adoption leave shall be considered for that job posting in accordance with the provision of Clause 25.04. If the employee on maternity or adoption leave is successful, her trial period shall start upon her return to work.
- (b) Upon written request to the Employer from the employee who is on maternity or adoption leave, job postings shall be forwarded to the employee.

15.06 **Protection of Pregnant Employees**

Pregnant employees shall not be required by the Employer to be in contact with patients who have a contagious disease which may put her unborn child at risk.

15.07 **Return to Work**

An employee may return to duty provided she has given the Employer three (3) weeks notice of her intention to do so and that she submits to her Employer a certificate of fitness from her physician on the date of her return. Subject to 24.05 upon return to work following maternity leave, an employee shall return to her previous position subject to operational requirements.

## **Article 16 - Bereavement Leave**

16.01 Bereavement leave with pay shall be awarded to an employee as follows:

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, common law spouse, legal guardian, grandmother, grandfather, grandchild, father-in-law, mother-in-law, or near relative living in the same household, three (3) days.
- (b) In the case of a son-in-law, daughter-in-law, brother-in-law or sister-in-law, one (1) day.
- (c) If the death of a relative referred to in Clause 16.01(a) occurs outside the Province the employee may be granted leave with pay not exceeding thirty (30) hours for the purpose of attending the funeral.
- (d) In cases where extraordinary circumstances prevail, the Employer at his/her discretion may grant special leave with pay for bereavement up to a maximum of fifteen (15) hours in addition to that provided in Clauses 16.01(a) and (c).

## **Article 17 - Special Paid Leave**

\*17.01 **Paid Witness, Jury Duty or Jury Selection Leave**

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

17.02 **Family Leave**

- (a) Subject to clause 17.02 (b), (c) and (d), an employee who is required to:
  - (i) Attend to the temporary care of a sick family member living in the same household, or the employee's mother, father or dependent child not necessarily living in the same household:
  - (ii) Attend to the needs relating to the birth of an employee's child:
  - (iii) Accompany a dependent family member living in the same household on a dental or medical appointment:
  - (iv) Attend meetings with school authorities:
  - (v) Attend to the needs relating to the adoption of a child: and
  - (vi) Attend to the needs related to home or family emergencies:

Shall be awarded up to three (3) days paid family leave in any 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 17.02 (a), have endeavored to a reasonable extent, to schedule such event during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave.
- (d) A temporary employee shall be granted family leave if the temporary employee provides documented proof, to the satisfaction of the Employer, of the circumstances as set out in 17.02 (a) and (b).

**\*17.03 Educational Leave**

- \*(a) With the approval of the chief executive officer or designate, special paid leave and expenses may be granted for attendance at educational programs.
- \*(b) An employee who is upgrading his/her employment qualifications through an Employer approved upgrading course shall be entitled to a leave of absence without loss of pay and benefits to write examinations required by such course.

**17.04 Leave for Professional Union Business**

An employee who is a member of the executive of his/her professional Union, either Provincial or National, may be granted leave with pay as agreed upon between the Employer and the employee. It is expressly agreed that encouragement of such involvement by the Employer is beneficial both to the employee and the Employer.

**Article 18 - Special Leave Without Pay**

**18.01 General Leave**

- (a) With the approval of the Employer, an employee may be granted leave of absence without pay and without loss of seniority in exceptional circumstances, provided that the employee has no current or accumulated annual leave available to him/her.
- (b) Subject to the operational requirements and the availability of qualified replacement staff, where required, employees may be permitted one (1) month of unpaid leave during which he/she shall earn service for seniority only, provided that the employee would not have been laid off during the period of unpaid leave. The month of unpaid leave does not necessarily have to be taken consecutively, but cannot be taken in increments of less than two (2) days at a time.

**\*18.02 Educational Leave**

Subject to operational requirements and availability of qualified replacement staff, an employee with two (2) or more years of service (unless the Employer requires less service) shall be granted unpaid educational leave in the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The

employee shall not accrue any benefits of the Collective Agreement except service for seniority. Employees shall have their positions protected for the duration of such leave, subject to operational requirements.

18.03 **Extended Unpaid Leave**

With the approval of the Employer, a permanent employee who has completed 3900 hours of service shall be granted leave up to an initial maximum of twelve (12) months without pay. This leave is without pay and without loss of accumulated seniority and accumulated leave. An employee shall be entitled up to a maximum of twelve (12) months unpaid leave for each 3900 hours of service with the understanding that an employee with an additional 3900 hours of service may request up to an additional twelve (12) months of leave (maximum of twenty-four (24) consecutive months leave) without the necessity of having to return to work. Such an extension must be by mutual agreement between the employee and the Employer. Employees shall not be subject to any benefits of this agreement during this period, except that while on such leave employees shall continue to accumulate service for seniority purposes only. The minimum amount of unpaid leave an employee may request under this clause is eight (8) weeks.

**Article 19 - Hours of Work**

19.01 **Hours of Work**

(a) **Flexible Work Schedule – By Mutual Agreement Between the Employer and the Employee**

- (i) The normal hours of work for full time health professionals shall be flexible to a maximum of one hundred and fifty (150) hours within a designated four (4) week period. This shall be prorated for part-time employees. The employer will identify each designated four (4) week period in advance.
- (ii) It is intended that the base workday to which the flexibility applies shall be a seven and one-half (7 1/2) hours.
- (iii) The workday referred to in 19.01(a)(ii) above may be altered in the interest of client services and/or efficiency or to complete work due to exceptional circumstances. Subject to 20.01(a), the workday for health professionals will not exceed twelve (12) hours per day.
- (iv) The employee shall keep an accurate record of his/her activities in a manner prescribed by the employer. This record shall be available for viewing by the Director/Manager and/or submitted to the Director/Manager on a regular basis as defined by the employer.
- (v) The employer shall make every reasonable effort to notify an employee of any anticipated changes to the length of his/her workday.
- (vi) In order to provide the flexibility necessary to enable the completion of the required hours of work in each designated four (4) week period, it is agreed that no overtime shall apply where it results from an employee working a flexible work arrangement as outlined in this clause.
- (vii) Subject to clause 19.02, a thirty (30) minute meal period may be taken at the employee's discretion in the interest of client service and/or efficiency.

(b) Eight (8) Hour Shift

The normal hours of work for employees working a eight (8) hour shift schedule shall be comprised of seven and one-half (7 1/2) hour shifts using seventy-five (75) hours bi-weekly as the base hours distributed over a work schedule as determined by the employer exclusive of a thirty (30) minute meal break but including a rest period of fifteen (15) consecutive minutes in the first half and second half of the shift.

(c) Twelve (12) Hour Shift

The normal hours of work for employees working a twelve (12) hour shift schedule shall be comprised of eleven and one quarter (11 1/4) hour shifts, or a combination of seven and one-half (7 1/2) hour shifts and eleven and one quarter (11 1/4) hour shifts using seventy-five (75) hours bi-weekly as the base hours of work distributed over a work schedule as determined by the employer. The seven and one-half (7 1/2) hour shift excludes a thirty (30) minute unpaid meal period but includes a rest period of fifteen (15) consecutive minutes in the first and second half of the shift. The eleven and one quarter (11 1/4) hour shift excludes a forty-five (45) minute unpaid meal period but included a rest period of fifteen (15) consecutive minutes during each third of the shift.

19.02 Meal Period

Meal periods cannot be scheduled to allow for delayed start times or early departure times from work.

19.03 Days of Rest

Days of rest shall be allocated at the rate of the minimum of two (2) consecutive days of rest except where mutually agreed by the employee and his/her Director/Manager.

**Article 20 - Overtime**

20.01 Overtime

(a) Flexible Work Schedule

Subject to clause 20.05 when a full-time or part-time employee works on his/her scheduled day off or in excess of twelve (12) hours in a day or in excess of one hundred and fifty (150) hours in a designated four (4) week period, he/she shall be granted, at his/her option, compensatory time off at the rate of one and one-half (1 1/2) for the overtime hours worked or pay at the rate of one and one-half for the overtime hours worked. The employee's decision to receive compensatory time off for the overtime must be conveyed to the director/manager within seventy-two (72) hours of the conclusion of working the overtime. The maximum amount of overtime that can be accumulated as compensatory time off is thirty-seven point five (37.5) hours. The scheduling of the time off is to be at a time mutually agreeable to the employee and his/her director/manager. If such time off is not granted within two sixty (60) days of the overtime worked, the employee shall receive pay in lieu of time off at the rate of time and one-half (1 1/2) his/her regular rate of pay for the overtime hours worked.

(b) Eight (8) and Twelve (12) Hour Shifts Work Schedule

When an employee is required to work in excess of their normal hours of work, he/she shall be granted, at his/her option, compensatory time off at the rate of one and one-half (1 1/2) for the overtime hours worked or pay at the rate of one and one-half for the overtime hours worked. The employee's decision to receive compensatory time off for the overtime must be conveyed to the director/manager within seventy-two (72) hours of the conclusion of working the overtime. The maximum amount of overtime that can be accumulated as compensatory time off is thirty-seven point five (37.5) hours. The scheduling of the time off is to be at a time mutually agreeable to the employee and his/her director/manager. If such time off is not granted within two sixty (60) days of the overtime worked, the employee shall receive pay in lieu of time off at the rate of time and one-half (1 1/2) his/her regular rate of pay for the overtime hours worked.

20.02 Approval of Overtime

All overtime must be authorized by the Director/Manager, or his/her designated representative, except in cases of emergency.

20.03 Calculating of Overtime Rates

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

20.04 Consecutive Work Premium

(a) Flexible Work Schedule

No employee shall be compelled to work more than seven (7) consecutive shifts. All work performed by an employee on the eighth (8<sup>th</sup>) and subsequent consecutive shift shall be paid for at a rate of double time. This clause shall not apply if any of the consecutive shifts were requested by the employee

(b) Eight (8) Hour Work Schedule

All work performed on the eighth (8<sup>th</sup>) and subsequent consecutive shifts shall be paid for at the rate of double time. This clause shall not apply if any of the consecutive shifts were requested by the employee.

(c) Twelve (12) Hour Work Schedule

All work performed on the fourth (4<sup>th</sup>) consecutive shift, following three consecutive twelve (12) hour shifts, shall be paid for at the rate of time and one half (1 1/2) and double time for the fifth (5<sup>th</sup>) and subsequent shift. This clause shall not apply if any of the consecutive shifts were requested by the employee.

20.05 Change of Days of Rest

When an employee's days of rest are changed within twenty-four (24) hours of the originally scheduled days of rest, he/she shall be paid double time for the hours worked on the originally scheduled days of rest. This clause shall not apply if the days of rest are changed at the request of the employee.



20.06 **Daylight Savings Time**

The changing of daylight savings time to standard time, or vice versa, shall not result in employees being paid less than normal daily hours and no overtime shall accrue.

**Article 21 - State of Emergency Due to Weather Conditions**

21.01 **Adverse Weather Conditions**

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

- (a) All employees are required to report for duty as scheduled.
- (b) When an employee through no fault of his/her own is unable to report for work because of a declared state of emergency, such employee shall suffer no loss of pay or other benefits, nor shall he/she be required to make up, in any way, for the time lost due to not reporting for work.
- (c) Notwithstanding clause 21.01 (a) above, the Employer reserves the right to close down or reduce staffing levels in any department(s) in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of clause 21.01 (b) above.
- (d) An employee who worked during the emergency will be paid at the rate of time and one-half (1 ½) for all hours worked.
- (e) Subject to operational requirements, when an employee through no fault of his/her own is unable to report for work due to adverse weather conditions other than those referred to in (b) above, he/she may be allowed the opportunity to proceed on annual leave or time owed to his/her credit. In the event an employee has no leave to his/her credit then he/she may be allowed the opportunity to borrow from next years annual leave entitlement.

**Article 22 - Standby and Call-Back**

\*22.01 **Compensation for Standby**

Effective April 1, 2008 and subject to Clause 22.02, an employee required to perform standby shall be compensated as follows:

- \*(a) An employee required to perform standby duty shall be paid ten dollars (\$10.00) for each eight (8) hour shift of standby.
- \*(b) When a standby is required on statutory holiday, the rate of compensation shall be twelve dollars and twenty cents (\$12.20) for each eight (8) hour shift of standby.

\*22.02 (a) **Failure to Report for Standby Duty**

No payment shall be granted for the total period of standby duty if the employee does not report for work when required.

\*(b) **Authorization and Distribution of Standby**

All standby duty shall be authorized and scheduled by the Employer and the Employer will endeavour to share standby equally among all qualified employees.

22.03 **Callback**

- (a) When an employee has left his/her place of work and is subsequently recalled to work outside his/her normal working hours, he/she shall be paid a minimum of three (3) hours at the applicable overtime rate.
- (b) An employee shall not receive any payment for transportation expenses where:
  - (1) he/she lives in subsidized hospital accommodation adjacent to the hospital or
  - (2) transportation is provided by the Employer
- (c) Subject to (b) above, when an employee is recalled to work under the conditions described in (a) above, he/she shall be paid the cost of transportation to and from his/her place of work to a maximum of eight dollars and fifty cents (\$8.50) or the appropriate mileage for each callback.

22.04 **No Pyramiding**

There shall be no pyramiding. An employee who is called to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the three (3) hour minimum, shall receive only the benefit of the three (3) hour minimum once. However, should the total time on calls exceed the three (3) hour minimum, the employee will be compensated for the actual time worked at the applicable overtime rate.

\*22.05 **Rest Period Following Callback**

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

22.06 **Standby, Callback and Overtime - Pregnant Employees**

Pregnant employees may obtain, upon request, an exemption from the performance of standby, callback or overtime provided a sufficient number of employees in the work area agree to share the necessary standby, callback and overtime.

**\*Article 23 - Part-Time and Temporary Employees and Benefits**

\*23.01 (a) **Awarding of Benefits to Part-time Employees**

The benefits awarded to part-time employees shall be prorated to those of full-time employees.

\* (b) **Awarding of Benefits to Temporary Employees**

Temporary employees shall be entitled to the wages and benefits of this agreement for the duration of their employment. Earned benefits shall be prorated and employees will be allowed to carry forward these benefits from one period of employment to the next.

23.02 **Payment for Part-time Employees - Statutory Holidays**

Part-time employees shall be paid on a prorated basis for statutory holidays in the pay period in which the statutory holiday occurs.

**\*Article 24 – Seniority, Layoff, Bumping and Recall**

**\*24.01 Seniority for Temporary Employees**

Temporary employees shall earn seniority based on the actual number of hours (excluding overtime) worked in the bargaining unit position. Seniority accrued in this manner shall be retained for a period of twenty-four (24) months from the date of the last shift worked.

**\*24.02 Probation for Newly Hired Employees**

Newly hired employee(s) shall be on a probationary period as indicated in clause 1.01(r) and subject to clause 10.01(b) shall be entitled to all rights and benefits of this agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

**\*24.03 Transfer of Seniority to Another Health Authority**

- (a) A permanent employee who has seniority rights with an Employer covered by this collective agreement, and is successful on a job competition for a permanent position, with another Employer covered by this agreement, and successfully completes the probationary period, shall be credited with their total seniority from their immediately previous Employer upon resignation from that Employer, and written request to the new Employer to have the above noted seniority transferred. A permanent employee who has seniority rights with an Employer covered by this collective agreement, and is successful on a job competition for a temporary position, with another Employer covered by this agreement, and successfully completes the probationary period, and remains in that position for a period of twenty-four (24) consecutive months or greater, shall be credited with their total seniority from their immediately previous Employer upon resignation from that Employer, and written request to the new Employer to have the above noted seniority transferred.
- (b) A temporary employee who has seniority rights with an Employer covered by this collective agreement, and is successful on a job competition for a permanent position with another Employer covered by this collective agreement, and successfully completes the probationary period, shall be credited with their total seniority from their immediately previous Employer upon resignation from that Employer, and written request to the new Employer to have the above noted seniority transferred.

**\*24.04 Loss of Seniority**

Seniority shall be forfeited by an employee for any of the following reasons:

- (i) he/she resigns in writing;
- (ii) he/she is discharged for just cause;
- (iii) he/she is laid off for a period of two (2) years or more;
- (iv) he/she is absent from work in excess of five (5) working days without sufficient cause or without notifying the employer unless such notice was not reasonably possible;
- (v) he/she fails to return to work upon recall under the provisions of Clause 24.05;

- \* (vi) he/she is a temporary employee who:
  - (a) has refused to report for work at least three (3) times when called or,
  - (b) twenty-four (24) months have elapsed from the last shift worked.

**\*24.05 Layoff, Bumping and Recall Procedure**

Existing temporary employees prior to January 20, 2004, can exercise their bumping rights in accordance with this proposal regardless of their length of continuous employment.

For the purposes of layoff and bumping, temporary employees shall be less senior than permanent employees. In all instances, employees displacing into other positions must be qualified and able to do the work required.

(a) Permanent Employees

- i) Permanent employees whose positions are affected by the Employer's decision to layoff shall have the right to accept layoff or exercise their bumping rights, in accordance with this article, within fourteen (14) calendar days of the effective date of notice of layoff. Employees who choose to exercise their bumping rights shall:
  - (1) Displace the most junior permanent employee in a position within his/her classification, within the community (as listed under the geographical areas in Schedule I), with the exception of H&CS-SJ, whereby a permanent employee would displace the most junior permanent employee in a position within his/her classification within the geographical area (as per Schedule I).
  - (2) If the employee is unable to bump another junior permanent employee within his/her classification, within the community, the employee may choose to bump the most junior permanent employee in a position within his/her classification within his/her geographical area (as per Schedule I).
  - (3) If the employee is unable to bump another junior permanent employee within their classification within their geographical area (as per Schedule I), the employee may choose to bump the most junior temporary employee within their classification within their geographical area before choosing to exercise their bumping rights outside the geographical area.
  - (4) If the employee either can't bump another permanent employee and chooses not, or is unable to, bump a temporary employee within the classification within the geographical area he/she shall have the option of:
    - Bumping the most junior employee within his/her classification within the organization; or
    - Bumping the most junior employee in another position of equivalent or next lower pay level within the organization.

- ii) Permanent employees shall be recalled in order of their seniority to permanent positions within their classification of equivalent hours provided they are qualified and suitable to do the work required.
- iii) Permanent employees refusing recall to a permanent position within their classification of equivalent hours in their geographical area, shall lose all recall rights.
- \*iv) A permanent employee who displaces into another position shall be required to complete a trial period of 325 working hours. If, in the opinion of the Employer, the employee proves unsatisfactory in the position during the aforementioned trial period, he/she shall be entitled to continue to bump in accordance with this article and will be subject to another trial period. If the employee exhausts all bumping options and proves unsatisfactory in each of the positions, he/she shall revert back to the Permanent Recall List.
- iv) A permanent employee whose scheduled hours of work are reduced shall be entitled to exercise his/her bumping rights as if he/she were laid off.
- v) The Employer shall notify a permanent employee who is to be laid off thirty (30) calendar days prior to the date of layoff.
- vi) A permanent employee being displaced shall be deemed to have been given a notice of layoff as of same date that the notice was given to the permanent employee being laid off.
- vii) No permanent employee shall be laid off by virtue of being displaced by a more senior permanent employee without receiving at least forty-eight (48) hours notice provided that all bumping actions are taken within thirty (30) calendar days of the date of the original employee being given notice of layoff.

(b) Temporary Employees

- i) Temporary employees can exercise their bumping rights within fourteen (14) calendar days of the effective date of layoff, or accept layoff, in accordance with this article at the completion of each period of continuous employment of seven (7) months or longer.
- ii) For periods of continuous employment of less than seven (7) months the employee shall not be eligible to exercise bumping rights in accordance with this article and shall revert to the Temp list upon layoff.
- iii) Employees who choose to exercise their bumping rights shall displace the most junior temporary employee within his/her classification within the community (as listed under the geographical areas in Schedule I), with the exception of H&CS-SJ whereby a temporary employee would displace the most junior temporary employee in a position within his/her classification within the geographical area (as per Schedule I). With the exception of H&CS-SJ, should the employee not be able to displace another temporary employee within his/her classification within his/her community he/she shall displace the most junior temporary employee in a position within his/her classification within the geographical area (as per Schedule I). For all boards, should the employee not be able to displace another temporary

employee within his/her classification within his/her geographical area he/she shall displace the most junior temporary employee within his/her classification within the organization. Should the employee not be able to displace another temporary employee within his/her classification within his/her organization he/she shall revert to the Temp List.

- iv) The Employer will utilize the Temp List for the purposes of filling positions of thirteen (13) weeks or less in duration given that those on the list are qualified and suitable to perform the work required.
- v) Only those positions with a minimum of greater than thirteen (13) weeks remaining, as per the posting, from the effective date of layoff are eligible to be targeted for bumping.
- vi) A temporary employee who displaces into another position shall be required to complete a trial period of 325 working hours. If, in the opinion of the Employer, the employee proves unsatisfactory in the position during the aforementioned trial period, he/she shall be entitled to continue to bump in accordance with this article and will be subject to another trial period. If the employee exhausts all bumping options and proves to be unsatisfactory in each of the positions, he/she shall revert back to the Temp List.
- vii) Temporary employees who are to be laid off prior to the date of termination shall receive fourteen (14) calendar days notice of layoff and shall either exercise their bumping rights or revert to the Temp List as appropriate in accordance with this article. At the completion of a period of temporary employment temporary employees shall either exercise their bumping rights or revert to the Temp List as appropriate in accordance with this article.
- viii) A temporary employee being displaced shall be deemed to have been given a notice of layoff as of the same date that the notice was given to the temporary employee being laid off.
- ix) No temporary employee shall be laid off by virtue of being displaced by a more senior temporary employee without receiving at least 48 hours notice provided that all bumping actions are taken within thirty (30) calendar days of the date the original employee was given notice of layoff.

**\*24.06 No New Employees**

No new employees shall be hired until all permanent employees who have completed their probationary period and who are on layoff status or under notice of layoff have been given an opportunity of recall or reassignment, provided that employees on layoff status or notice of layoff have sufficient qualifications and are able to perform the work required.

**\*24.07 Seniority Lists**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the actual seniority earned by the employee in the bargaining unit. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year and the list will show status (t/p).

**\*24.08 Notice of Layoff**

The Employer shall notify the permanent employee who is to be laid off thirty (30) calendar days prior to the date of layoff. Temporary employees who are to be laid off prior to their date of termination shall receive fourteen (14) calendar days notice of layoff.

**\*24.09 Redundancy**

Permanent employees whose positions are declared redundant, and who are unable to bump into another position and who are unable to be placed in other employment shall be given notice as per Schedule H. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice as per Schedule H shall be reduced accordingly.

**\*24.10 Temporary Assignment, Temporary Appointment, and Transfers Outside the Bargaining Unit**

- (a) Service during the first twelve (12) months of a permanent appointment to a management position or twenty-four (24) months of a temporary appointment to a management position shall be considered for seniority purposes upon return to the bargaining unit.
- (b) 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) No employee shall be permanently transferred outside the bargaining unit without his/her consent. Employees who are permanently transferred or appointed to a position outside the bargaining unit, with his/her consent, shall not continue to accumulate seniority or have access to any provisions of the collective agreement but shall, upon returning to a bargaining unit position, have access to his/her seniority accumulated up to the time of leaving the bargaining unit.
- (d) When an employee is assigned to a position paying a lower rate, his/her rate shall not be reduced.
- (e) Employees accepting an offer of temporary appointment to a position outside the bargaining unit shall be considered to be non-bargaining, shall not pay union dues and shall not have access to any of the provisions of the collective agreement except in cases of termination from employment with the Employer only. In such cases of termination from employment with the Employer, during the period of temporary appointment he/she will have access to the grievance procedure provisions of the collective agreement. Subject to 24.10 (a), upon return to his/her bargaining unit position the employee shall be credited with bargaining unit seniority for the period he/she was outside the bargaining unit based on the

actual hours worked. Such seniority shall be combined with the employee's accumulated seniority at the time of commencing the temporary appointment.

- (f) 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 his/her regular position subject to giving the Employer two (2) weeks notice.
- (g) Subject to Clause 24.10 (a), employees who are temporarily assigned outside the bargaining unit shall continue to accumulate seniority and have access to the grievance procedure as if they were still covered by this agreement.
- (h) Subject to Clause 24.10 (a), employees who are temporarily assigned outside the bargaining unit shall continue to pay union dues.

### **Article 25 - Promotion and Staff Changes**

#### 25.01 (a) **Posting of Vacancies**

- (i) When a vacancy is to be filled, within the bargaining unit, the Employer shall post notice of the position in accessible places in the organization for a period of not less than seven (7) calendar days. The posting of any positions may be waived or reduced upon the written consent of the union.
- (ii) When a position exceeds thirteen (13) continuous weeks, such a position shall be posted in accordance with clause 25.01(a) provided no permanent employee who is qualified and suitable to do the work is on layoff status and is eligible for recall to the position in accordance with Article (Layoff and Recall article)

#### (b) **Information on Postings**

Notice of job competitions shall contain the following information

- (i) the classification title and, where applicable and required, the organization title;
- (ii) description of position;
- (iii) required qualifications;
- (iv) currently assigned work location;
- (v) closing date;
- (vi) hours of work;
- (vii) pay level; and
- (viii) estimated duration

- (c) No position will be filled from outside the bargaining unit until the applications of present employees have been fully processed.

#### 25.02 **Temporary Assignment**

When an employee is temporarily assigned by the Employer to a position for which a higher rate of pay is applicable, he/she will receive the salary rate for the assigned position in accordance with the promotional procedure as outlined in clause 25.07, provided that he/she fills that position for a period of at least one (1) day.



**\*25.03 Notification of Successful Applicant**

The name of the successful applicant shall be posted in the most appropriate manner possible, as determined by the Employer, following the date of appointment to the vacant position.

**25.04 Staff Changes**

In making staff changes, where qualifications and ability are relatively equal, seniority shall prevail.

**\*25.05 Trial Period**

The employee who accepts a promotion or another position in a different program/service/department with the Employer shall be placed on a trial period of up to three hundred and twenty-five (325) working hours.

If, in the opinion of the Employer, the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he/she shall be returned to his/her former position and salary without loss of seniority and any other employees promoted or transferred because of the rearrangement of the position shall be returned to his/her former position and salary without loss of seniority. An employee may be returned to his/her former position at any time up to the completion of the trial period.

**25.06 Demotion**

(a) Involuntary Demotion

If an employee is involuntarily demoted, his/her rate of pay shall be established in the following manner:

- (i) if his/her present salary is above the maximum, it shall be retained;
- (ii) if his/her present rate falls between two (2) steps, the employee shall retain the old salary until he/she would have been entitled to an increment at which he/she shall move to the next higher step.

(b) Voluntary Demotion

When an employee is voluntarily demoted, his/her salary will be established at a step in the new pay range equivalent to his/her existing salary. If his/her present salary falls between two (2) steps, he/she will be adjusted to the lower of the two. If his/her current salary exceeds the top of the salary range, he/she shall be adjusted to the highest step in the pay range.

**25.07 Promotional Procedures**

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

25.08 **Incapacitated Worker Provision**

- A1 An employee who is confirmed as being incapacitated by injury, illness, or age such that he/she cannot perform the duties of his/her position and who is not receiving full benefits from the Workplace Health, Safety, and Compensation Commission:
- (i) Will displace the most junior employee in another position within the same bargaining unit classification in the work site, provided that he/she is qualified and able to perform the work required and provided that the employee being displaced is less senior;
  - (ii) If there is no other position within the same bargaining unit classification in the work site, then the employee will displace the most junior employee in another position within the same bargaining unit classification in another work site operated by the Employer, provided that he/she is qualified and able to perform the work required and provided that the employee being displaced is less senior;
  - (iii) If the employee is unable to perform the duties of the position in (i) or (ii) above, then he/she will displace the most junior employee in another bargaining unit classification in the work site, provided that he/she is qualified and able to perform the work required and provided that the employee displaced is less senior. Should the employee be unable to displace into another bargaining unit classification in the facility, he/she shall displace the most junior employee in another bargaining unit classification in another work site operated by the Employer;  
Note: If (ii) results in the employee having to leave his/her community of employment then the employee may choose to proceed to (iii).
  - (iv) Should the incapacitated worker be unable to perform the work of the most junior employee, he/she shall displace in the reverse order of seniority.
  - (v) Prior to an incapacitated worker displacing under (i), (ii), (iii) above, the Union will be consulted.
- A2 The employee who is displaced by the incapacitated employee shall displace the most junior employee in a bargaining unit classification in the work site provided that he/she is qualified to perform the work required; provided that the employee being displaced is less senior; and provided that the hours of work are not less than that which he/she was working before unless mutually agreed.
- A3 The most junior employee in the classification in the work site who is displaced shall displace the most junior employee in the work site provided that he/she is qualified to do the work required, provided that the employee being displaced is less senior, and provided that the hours of work are not changed unless mutually agreed.
- A4 If the individual being displaced in 3 above, is not the most junior employee in the Bargaining Unit, he/she will displace the most junior employee in the Bargaining Unit, providing he/she is qualified to do the work required and provided that the hours of work are not changed unless mutually agreed.

- B Permanent employees may displace permanent full time, permanent part time, or temporary employees. A permanent employee who displaces a temporary employee shall maintain his/her permanent status.
- C Temporary employees may only displace temporary employees.
- D For all displacements under this clause, there shall be a three hundred and twenty-five (325) working hours trial period in accordance with clause 25.05.
- E An employee who is displaced by another employee under this clause, shall be given at least forty-eight (48) hours notice by the employer, that he/she is being displaced.
- F An employee who is required to displace into a lower paying position under this clause shall be red-circled, provided the employee did not have the option of displacing into another position within his/her own classification.

25.09 **Changes in Pay on Promotion**

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

25.10 **Permanent Employees to Temporary Positions**

- (a) A permanent employee who applies for and is accepted for a temporary position may revert to his/her former position upon completion of the temporary work subject to the approval of the Employer, where such approval shall not be unreasonably denied. The Employer shall notify the employee of its decision before the employee commences the temporary work. If the Employer does not approve such a request and the employee chooses to accept the temporary position, he/she shall forfeit their right to both the permanent position and permanent status.
- (b) Unless an extension has been mutually agreed upon, should a permanent employee occupy the temporary position for a period greater than twenty-four (24) consecutive months, he/she shall forfeit all rights to his/her permanent position but shall retain permanent status.
- (c) No position will be filled from outside the bargaining unit until the applications of present employees have been fully processed. The employer will give an employee thirty (30) calendar days notice if requiring him/her to return to their permanent position.

\*25.11 **Procedure for Filling Vacancies/Job Competitions**

An employee who is requested to attend an interview for a job competition with his/her employer shall be awarded such time off with pay as is required for the purpose of attending the interview, with the prior approval of his/her supervisor.

**Article 26 - Staff Health Service**

26.01 **Immunizations**

Immunizations which are determined to be required by the Employer shall be provided free of charge to such employees.

26.02 **Group Life and Extended Health Benefits Plan**

- (a) The Employer shall pay fifty (50) percent of the premium of an extended Health and Group Life Insurance Plan and the employee shall pay fifty (50) percent.
- (b) When an employee is on extended leave without pay, then the employee may pay the full premium in order to maintain coverage while on such leave.
- (c) Employees on maternity/adoption 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 these premiums, the Employer will pay its share of the premiums.
- (d) A summary of the general provisions and benefits of the plan is appended to this agreement.

**Article 27 - General Benefits**

27.01 **Pension**

- (a) The Public Service Pension Plan will apply to those employees covered by this agreement who are eligible to participate in such a Plan.
- (b) The Employer shall make available a Money Purchase Pension Plan for employees covered by this Agreement who are eligible to participate in such a plan.

27.02 **Availability of Salary Cheques**

Employees shall be paid every two (2) weeks by cheque or direct deposit where such banking arrangements are available. Direct deposit or pay cheques will be accompanied by a statement containing the following information:

- (a) gross pay
- (b) overtime
- (c) shift premium
- (d) special allowances
- (e) miscellaneous deductions
- (f) net pay

27.03 **Sexual and Personal Harassment**

- (a) Both the Employer and the Union consider sexual and personal harassment to be reprehensible and are committed to maintaining an environment in which such harassment does not exist.
- (b) The Employer and the Union recognize the right of employees to work in an environment free from sexual or personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual or personal harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that such harassment ceases. The victim shall be protected from repercussions which may result from his/her complaint.
- (c) **Definition of Sexual Harassment**  
Sexual harassment is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one (1) time basis or a

series of incidents, however, minor. It is unsolicited, one-sided and/or coercive. Both males and females may be the victim of sexual harassment.

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

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

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

(d) **Definition of Personal Harassment**

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

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

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation.

The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail and/or coercion.

Personal harassment of a bargaining unit member shall be investigated.

27.04 **Parking Facilities**

Where practical, the Employer shall provide adequate facilities for employees to park their vehicles during the working hours.

27.05 **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.

27.06 **Classification Reviews**

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

27.07 **Workplace Abuse**

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

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

27.08 **False Accusations re: Harassment/Abuse**

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

**Article 28 - Workers' Compensation**

28.01 **Scope of Workplace Health, Safety and Compensation Commission Act**

All employees shall be covered by the *Workplace Health, Safety and Compensation Commission Act*.

28.02 **Pending Settlement**

Pending a settlement of an insurable claim, the employee shall be paid by the Employer, the amount he/she would be entitled to under the *Workplace Health, Safety and Compensation Commission Act*.

28.03 **Retention of Benefits**

An employee who is unable to work due to injury received on duty shall not lose vacation or sick leave credits accumulated up to the date of injury.

28.04 **Reporting of Injury**

When an incident or injury occurs while an employee is working, the employee shall notify his/her supervisor, if possible, before the employee leaves his/her place of work or before the end of his/her shift. The appropriate incident or injury report form shall be completed no later than forty-eight (48) hours after the occurrence of the injury or incident.

28.05 **Filing a Claim with the Commission**

If it is determined that the injury may result in any claim, the employee with the assistance of the supervisor, shall complete the Workers' Compensation Form 6. This form shall be completed and forwarded to the Commission within forty-eight (48) hours of the injury, subject to any extenuating circumstances. The Employer shall forward the Workers' Compensation Form 7 to the Commission within three (3) working days of the injury.

\*28.06 **Workers' Compensation**

(a) The Employer and the Union shall make every reasonable effort to have an employee who is on Workers' Compensation return to work in his/her former position, or if the Workplace Health, Safety and Compensation Commission

determines that the employee cannot work in his/her former position, to another position in the bargaining unit.

- (b) An employee who cannot work in his/her regular position on account of an occupational accident or occupational disease that is covered by the *Workplace Health, Safety and Compensation Act*, but who can work in another position in the bargaining unit will be encouraged by the Employer and the union to accept a position under the terms of clause 25.07.
- (c) If the person fails to obtain employment under (a) - (b) above, a Joint Committee, comprised of an equal number of Employer and Union representatives shall be established, as required, to facilitate the person returning to employment elsewhere.
- (d) The employee shall provide the Employer all information pertaining to his/her compensable injury.
- \*(e) It is understood and agreed by the parties to this collective agreement that an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission, after the date of signing of this agreement, shall no longer accumulate benefits under this agreement but shall have their position with the Employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the *Human Rights Act*

#### **Article 29 - Portability**

##### **29.01 Portable Benefits**

Employees who are accepted for employment in another or the same health care board covered by this Agreement within one hundred and twenty (120) calendar days of resignation shall retain portability respecting:

- (1) accumulated vacation leave to a maximum of one hundred and fifty (150) hours
- (2) accumulated sick leave credits
- (3) pensionable service
- (4) health and insurance plan
- (5) severance pay
- (6) service for step progression

For an employee to transfer the above benefits and retain portability in accordance with this article, all benefits in (2) to (6) above must be transferred. Otherwise, an employee may request payment for severance pay, where applicable, and remaining benefits as outlined in (1) to (6) above will not be transferred.

##### **29.02 New Salary Rate**

Employees who receive portability or benefits under Clause 29.01 shall be placed on the appropriate salary scale at their new place of employment in accordance with the following:

- (1) If the new position carries a pay range higher than that of the position just vacated, the employee shall be placed on the appropriate step of the new pay range in accordance with the promotion procedures as outlined in Clause 25.06.
- (2) If the new position carries a pay range equivalent to that of the position just vacated, the employee shall be placed on the same step of the equivalent pay range.

- (3) If the new position carries a pay range lower than that of the position just vacated, the employee shall be placed on the appropriate pay range of the new position in accordance with Schedule A - Reappointment.

### **Article 30 - Escort Duty**

#### **30.01 Flexible Hours of Work**

- (a) When an employee on duty is required to attend to a client as an escort and the time involved on a trip exceeds twelve (12) hours in a day, he/she shall receive time off or pay at his/her option at the applicable overtime rates for all time in excess of twelve (12) hours which the employee spends with the client or attending to the needs of the client. Any overtime not taken as time off within sixty (60) days of the event giving rise to the overtime shall be paid to the employee.
- (b) Subject to Article 30.06, employees traveling to and from an escort duty shall be compensated at the applicable overtime rate for all hours spent traveling outside his/her normal work period. The employee shall receive compensation as time off or pay at his/her option. Any travel time claimed not taken as time off within sixty (60) days of the travel giving rise to the claim shall be paid to the employee.
- (c) If an employee is detained following relief of escort duty due to weather or other transportation difficulties, he/she shall not lose his/her day(s) of rest. The time he/she is so detained and the time spent traveling to his/her place of employment, or place of residence, shall be deemed to be time worked to a maximum of twelve (12) hours at straight time in a twenty-four hour period. Such time worked shall not be used for the purposes of determining eligibility for consecutive work premium.

#### **30.02 Eight (8) Hour Shifts**

- (a) When an employee on duty is required to attend to a client as an escort and the time involved on a trip exceeds seven and one-half (7 1/2) hours in a day, he/she shall receive time off or pay at his/her option at the applicable overtime rates for all time in excess of seven and one-half (7 1/2) hours which the employee spends with the client or attending to the needs of the client. Any overtime not taken as time off within sixty (60) days of the event giving rise to the overtime shall be paid to the employee.
- (b) Subject to Article 30.06, employees traveling to and from an escort duty shall be compensated at the applicable overtime rate for all hours spent traveling outside his/her normal work period. The employee shall receive compensation as time off or pay at his/her option. Any travel time claimed not taken as time off within sixty (60) days of the travel giving rise to the claim shall be paid to the employee.
- (c) If an employee is detained following relief of escort duty due to weather or other transportation difficulties, he/she shall not lose his/her day(s) of rest. The time he/she is so detained and the time spent travelling to his/her place of employment, or place of residence, shall be deemed to be time worked to a maximum of seven and one-half (7 1/2) hours at straight time in a twenty-four hour period. Such



time worked shall not be used for the purposes of determining eligibility for consecutive work premium.

30.03 **Twelve (12) Hour Shifts**

- (a) When an employee on duty is required to attend to a client as an escort and the time involved on a trip exceeds eleven and one-quarter (11 1/4) hours in a day, he/she shall receive time off or pay at his/her option at the applicable overtime rates for all time in excess of eleven and one-quarter (11 1/4) hours which the employee spends with the client or attending to the needs of the client. Any overtime not taken as time off within sixty (60) days of the event giving rise to the overtime shall be paid to the employee.
- (b) Subject to Article 30.06, employees traveling to and from an escort duty shall be compensated at the applicable overtime rate for all hours spent traveling outside his/her normal work period. The employee shall receive compensation as time off or pay at his/her option. Any travel time claimed not taken as time off within sixty (60) days of the travel giving rise to the claim shall be paid to the employee.
- (c) If an employee is detained following relief of escort duty due to weather or other transportation difficulties, he/she shall not lose his/her day(s) of rest. The time he/she is so detained and the time spent travelling to his/her place of employment, or place of residence, shall be deemed to be time worked to a maximum of eleven and one-quarter (11 1/4) hours at straight time in a twenty-four hour period. Such time worked shall not be used for the purposes of determining eligibility for consecutive work premium.

30.04 **Return to Work Following Escort**

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

30.05 **Travel Allowance**

An employee shall, with forty-eight (48) hours written notice to the employer, (except in cases of emergency), be given a travel allowance advance for all anticipated travel expenses before commencing escort duty. A subsequent travel claim shall be submitted in accordance with normal travel procedures and regulations.

30.06 **Travel Time Defined**

For the purposes of Article 30.01(b), 30.02(b) and 30.03(b), travel means travel on the employer's business, by land, sea or air and authorized by the director/manager, to perform duties assigned to him/her by the director/manager and during which the employee is required to travel outside his/her normal work period. Exemptions from travel time include, but are not limited to, sleep time, meal breaks and rest periods.

## **Article 31 - Severance Pay**

### **31.01 Service Requirements**

An employee who has nine (9) or more years continuous service in the employ of the Employer is entitled to be paid on resignation or retirement, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his/her weekly salary to a maximum of twenty (20) weeks pay. For the purpose of this article, service for a temporary employee shall be the actual period of employment with the Employer provided that where a break in employment exceeds twelve (12) consecutive months, service shall commence from the date of re-employment. Maternity leave and adoption leave up to fifty-two (52) weeks shall be counted as service for severance pay purposes. Employees who have been laid off for longer than two (2) years shall be entitled to severance pay.

### **31.02 Severance Pay Paid to Estate**

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

## **Article 32 - Contracting Out**

### **32.01 Contracting Out**

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

### **32.02 Period of Notice**

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

## **Article 33 - Malpractice Insurance**

### **33.01 Liability Protection**

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

### **33.02 Criminal Liability: Indemnity for Legal Fees**

An employee who is charged in a criminal matter arising out of his/her employment and who is subsequently found not guilty, the charges are withdrawn, he/she is discharged at the preliminary hearing, or the prosecution is stayed, shall have his/her reasonable legal fees paid by the Employer even if he or she is no longer in the employ of the Employer. This does not apply where the person no longer in the Employer's employ has been justly disciplined for a wilful act or omission leading to the criminal charge.

## Article 34 - Use of Automobile

### 34.01 Mileage Rate

When in the course of his/her duty, an employee is required to travel on the Employer's business, transportation shall be provided by the Employer or with the approval of the chief executive officer or designate, he/she may be permitted to use his/her own vehicle and be reimbursed at the rate of thirty one point five (31.5) cents per kilometer.

If Government increases the mileage rate paid non-bargaining unit and management employees during the life of this agreement, those rates will also apply to those employees covered by this agreement.

### 34.02 Business Insurance

On receipt of invoice, employees will be reimbursed for the difference between private and business insurance.

### 34.03 Long Distance Phone Call

After each night of overnight travel, the employee shall be entitled to one five (5) minute person-to-person telephone call.

### 34.04 Meal Rates

For employees required by the Employer to travel on Employer business the meal rate for travel on the Island and Labrador, the per diem meal rate shall be:

Thirty-six dollars and fifty cents (\$36.50) (\$7.30 – breakfast; \$10.95 – lunch; \$18.25 – dinner)

For travel outside the Province, the per diem meal rate shall be:

Forty-three dollars (\$43) (\$9.45 – breakfast; \$13.35 - lunch; \$20.20 - dinner)

Forty-three dollars (\$43 U.S.) per day for travel in the U.S. (\$9.45 – breakfast; \$13.35 - lunch; \$20.20 - dinner)

Forty-eight dollars (\$48) per day for all other travel (\$10.55 – breakfast; \$14.90 – lunch; \$22.55 – dinner)

If Government increases the meal rates paid non-bargaining unit and management employees during the life of this agreement, those rates will also apply to those employees covered by this agreement.

### 34.05 Automobile Allowance

When an employee is required as a condition of employment to have an automobile at his/her disposal, he/she shall be paid an automobile allowance of eight-five dollars (\$85) per month, effective date of signing. This allowance shall be pro-rated for part-time employees based on his/her hours of work as outlined in clause 23.01. The kilometer rate of thirty-one point five (31.5) cents per kilometer will be applied.

When an employee is required as a condition of employment to have an automobile at his/her disposal, effective January 1, 2005 he/she shall be reimbursed as follows in lieu of the automobile allowance:

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

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

34.06 **Private Accommodations**

When an employee provides his/her own accommodations while travelling on the Employer's business, the employee will be compensated at the rate of twenty-five (25) dollars per night.

34.07 **Incidental Expense**

An employee is entitled to claim an incidental expense for each night in overnight travel at five dollars (\$5) per night.

34.08 **Parking Meter Expenses**

Employees who agree to use their own vehicles on Employer business shall be reimbursed ten dollars (\$10) per week for parking meter expenses upon presentation of either receipts where available or a written statement of cost incurred.

**Article 35 - Labrador Benefits**

35.01 **Labrador Benefits**

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

**Article 36 - Educational Opportunities**

36.01 **Educational Opportunities**

The Employer endorses the provision of opportunities for continuing professional advancement. With the approval of the Employer, such professional advancement may be attained through orientation programs, regular staff meetings, attendance at professional conferences and workshops and by granting leave for professional education.

36.02 **Period of Protection**

Employees who have been granted leave of absence with the approval of the Employer under clause 36.01 and who return to work within twelve (12) months will have their position protected. Employees who are granted leave in accordance with this Article for periods in excess of twelve (12) months will have their position protected for the extended period if mutually agreed by the Employer and the employee.

\*36.03 **Posting of Opportunities**

Opportunities for professional advancement shall be posted in the most appropriate manner, as determined by the Employer.

**Article 37 - Duration of Agreement**

\*37.01 **Period of Agreement**

Except as otherwise provided in specific clauses, this agreement shall be effective from date of signing and remain in full force and effect until March 31, 2012 and thereafter

from year to year unless either party gives notice in writing of termination or amendment not more than seven (7) months and no less than thirty (30) calendar days prior to the date of expiration.

37.02 **Copies of Agreement**

The Employer shall have the Collective Agreement printed and the cost shall be shared equally between the Employer and the Union.

**Article 38 - Staff Development**

38.01 **Orientation Program**

The employer shall provide an orientation program to include essential information such as agency policies, procedures, routines, location of supplies, equipment, fire and disaster plans, and job description upon request by employee, etc.

\*38.02 **Training Courses**

The employer shall distribute by a method of its choice, a list of all in-service courses for a period of not less than ten (10) days. The notice shall contain the name and dates of the courses and where further information can be obtained.

\*38.03 **In-Service Program**

When employees are required to attend compulsory in-service programs outside of the employees' normal hours of work, all such time in attendance shall be paid at the applicable overtime rate.

\*38.04 **List of Duties and Responsibilities**

The Employer shall endeavor to provide each new employee with a listing of duties and responsibilities for their position within four (4) weeks of his/her date of hire.

**Article 39 – Shift Work**

\*39.01 \*(a) **Hourly Differential**

Effective April 1, 2008, an hourly differential of seventy-two (72) cents per hour shall be paid for each hour the employee works between the hours of 1600 hours on one (1) day and 0800 hours the following day. This clause does not apply to employees working a flexible work arrangement as per Article 19.

\*(b) **Saturday and Sunday Differential**

Effective April 1, 2008, a Saturday and Sunday differential of one dollar and twenty-five cents (\$1.25) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday. This clause does not apply to employees working a flexible work arrangement as per Article 19.

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

39.02 **Rest Between Shifts**

There shall be at least ten (10) hours between scheduled shifts (excluding overtime) unless otherwise agreed between the employee and his/her supervisor. Where ten (10) hours of rest (excluding overtime) are not provided the employee shall receive pay at time and one-half for each hour of the scheduled shift which infringes on the ten (10) hour rest period.

39.03 **Rotation of Shifts**

Where there is more than one employee in a work area and shift rotation is involved, all employees must rotate in an equitable manner through the various shifts.

39.04 **Temporary Employees**

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

**Article 40 - Effect Of Legislation**

40.01 **Future Legislation**

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.

40.02 **Legislation and Collective Agreements**

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.

40.03 **Continuation of Acquired Rights**

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

**Article 41 - Personal Loss**

\*41.01 Subject to Clauses 41.02 and 41.03, 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 any loss suffered to a maximum of six hundred (\$600).

41.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within five (5) days of the incident to the permanent head or his/her designated

representative. Employees on travel status shall have up to five (5) additional days in which to report the personal loss.

- 41.03 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 42 - Relocation Expenses**

- 42.01 The employer will compensate relocation expenses as per the employer policy.

#### **\*Article 43 - Termination of Employment**

- \*43.01 (a) Permanent employees shall provide the Employer with thirty (30) calendar days' written notice of termination of employment and temporary employees shall provide the Employer with fourteen (14) calendar days written notice of termination of employment.
- (b) Upon termination of service for any cause, an employee will receive vacation pay for all his/her current annual vacation on a proportionate basis taking into account the actual number of months worked since the beginning of the vacation year as per Schedule "D" less any previous vacation taken in the period plus pay for his/her accumulated vacation carried forward from a previous year.

#### **\*Article 44 - Experience Credits**

- \*44.01 Subject to (d) below, an employee on appointment shall be paid for experience as follows:
- (a) Less than two (2) years experience, Step 1 of the appropriate salary scale;
  - (b) Two (2) years experience but less than four (4) years experience, Step 2 of the appropriate salary scale;
  - (c) Four (4) years experience or more, Step 3 of the appropriate salary scale;
  - (d) Any employee who has not attained the salary level outlined in paragraphs (a), (b) and (c) but who during the term of the agreement, qualified with these experience requirements, shall receive the benefits of the step movement effective the date of qualification.

#### **\*Article 45 - Reappointment**

- \*45.01 Employees being re-employed after termination shall be placed on their respective salary scales on a step not lower than the step they were on at the date of termination.

#### **\*Article 46 - Complete Agreement**

##### **46.01 Amending or Altering**

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

46.02 **No Private Agreement**

There shall be no written or verbal agreement between the employee and the Employer which may conflict with the terms of the Collective Agreement except where mutually agreed between the employee, the Union and the Employer.

The provisions of this Collective Agreement shall take precedence over any or all policies made by the Employer concerning wages, benefits, or working conditions affecting employees within the scope of this Collective Agreement.

46.03 **Agreement to Remain in Effect**

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



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

SIGNED on behalf of the Treasury Board representing Her Majesty the Queen in Right of Newfoundland by the Honourable Jerome Kennedy, President of Treasury Board, and the Honourable Ross Wiseman, Minister of Health and Community Services, in the presence of the witness hereto subscribing:

\_\_\_\_\_

\_\_\_\_\_

SIGNED on behalf of the Newfoundland and Labrador Health Boards Association on behalf of all Employers as listed in Schedule C in accordance with the constitution in the presence of the witness hereto subscribing

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\*SCHEDULE A**  
**SALARIES**

**Step Progression**

Employees shall advance one (1) step on their respective salary scales on the date when one thousand nine hundred and fifty (1950) hours of work is accumulated and thereafter when each additional one thousand nine hundred and fifty (1950) hours is accumulated.

**Employees currently covered by NAPE Health Professionals Collective Agreement**

Effective the date of signing of this agreement, employees who are paid in accordance with the salary scales as contained in Schedule A of the NAPE Health Professionals collective agreement (expiry March 31, 2008) will continue to be paid in accordance with this scale, adjusted for salary increases as follows:

**\*Salary Implementation Formula**

|                         |    |
|-------------------------|----|
| Effective April 1, 2008 | 8% |
| Effective April 1, 2009 | 4% |
| Effective April 1, 2010 | 4% |
| Effective April 1, 2011 | 4% |

**Employees currently covered by AAHP Collective Agreement**

The salary scale as contained in Schedule A of the Association of Allied Health Professionals collective agreement (expiry June 30, 2008) shall be included in the NAPE Health Professional agreement, adjusted for salary increases and entitled Schedule A-1 Salaries. Only the salary scale portion of Schedule A of the Association of Allied Health Professionals will be included in the new Schedule A-1 (appended as Appendix A here).

Effective the date of signing of this agreement, employees who are paid in accordance with the Association of Allied Health Professionals salary scales will continue to be paid in accordance with the new Schedule A-1 (Appended) adjusted for salary increases as follows:

**Salary Implementation Formula:**

|               |    |
|---------------|----|
| April 1, 2008 | 8% |
| April 1, 2009 | 4% |
| April 1, 2010 | 4% |
| April 1, 2011 | 4% |

A listing of employees paid under Schedule A-1 shall be included in this agreement as a new Schedule A-2

**New Employees**

All new employees hired after the date of signing of this agreement shall be paid in accordance with Schedule A of the NAPE Health Professionals collective agreement. No employees hired after the date of signing of this agreement shall be paid in accordance with the Schedule A-1 scales.













































































## SCHEDULE A (cont'd)

### CLASSIFICATIONS

|  |       |
|--|-------|
| Addictions Counsellor I                                | CH-39 |
| Addictions Counsellor II                               | CH-41 |
| Addictions Officer                                     | CH-39 |
| Audiologist I  | CH-42 |
| Audiologist II   | CH-44 |
| Behaviour Management Specialist                        | CH-35 |
| Child and Adolescent Mental Health Program Coordinator | CH-41 |
| Child Care Service Consultant                          | CH-40 |
| Child Management Specialist                            | CH-35 |
| Clinical Dietician I                                   | CH-39 |
| Clinical Dietician II                                  | CH-41 |
| Clinical Dietician III                                 | CH-43 |
| Clinical Occupational Therapist I                      | CH-39 |
| Clinical Occupational Therapist II                     | CH-41 |
| Clinical Occupational Therapist III                    | CH-43 |
| Clinical Pharmacist I                                  | CH-41 |
| Clinical Pharmacist II                                 | CH-42 |
| Clinical Pharmacist III                                | CH-44 |
| Clinical Physiotherapist I                             | CH-39 |
| Clinical Physiotherapist II                            | CH-41 |
| Clinical Physiotherapist III                           | CH-43 |
| Clinical Psychologist I                                | CH-40 |
| Clinical Psychologist II                               | CH-43 |
| Clinical Psychologist III                              | CH-44 |
| Co-ordinator Assessments & Placements                  | CH-35 |
| Community Health Educator                              | CH-39 |
| Job Opportunities Officer                              | CH-29 |
| Mental Health Counselor                                | CH-39 |
| Mental Health Crisis Intevenor                         | CH-28 |
| Mental Health Program Co-ordinator                     | CH-37 |
| Recreation Development Specialist                      | CH-32 |
| Regional Health Educator                               | CH-39 |
| Regional Nutritionist                                  | CH-39 |
| Respiratory Therapist I                                | CH-38 |
| Respiratory Therapist II                               | CH-40 |
| Senior Child/Behaviour Management Specialist           | CH-37 |
| Social Work Program Coordinator                        | CH-41 |
| Social Worker I  | CH-39 |
| Social Worker II                                       | CH-41 |
| Social Worker III                                      | CH-43 |

**SCHEDULE A (cont'd)**

**CLASSIFICATIONS**

|  |       |
|--|-------|
| Speech Language Pathologist I          | CH-43 |
| Speech Language Pathologist II         | CH-44 |
| Speech Language Pathologist III        | CH-46 |
| Transition House Counsellor            | CH-26 |
| Workplace Wellness Program Coordinator | CH-41 |
| Youth Program Specialist               | CH-36 |

**\*SCHEDULE B**

**Employers Party to this Agreement**

Boards which are party to this agreement and herein referred to as the Employer:

Eastern Regional Health Authority  
Central Regional Health Authority  
Western Regional Health Authority  
Labrador-Grenfell Regional Health Authority

## SCHEDULE C

### **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 Desjardin Financial Security on an optional pay all basis.

### **OPTIONAL BENEFITS**

#### **Optional Group Life Insurance**

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

#### **Optional Accidental Death and Dismemberment Insurance**

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

#### **Optional Long Term Disability Insurance**

This plan is available to you on an optional and employee-pay-all basis. Long term disability insurance may provide disability benefits for periods of total disability which exceed 119 days.

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

### **Optional Dental Care Insurance**

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

### **Optional Critical Conditions Insurance**

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

### **GENERAL INFORMATION**

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

#### Spouse

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

#### Dependent Children

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

Children of your spouse are considered dependents only if:

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

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 D**

**VACATION LEAVE**

Leave entitlement based on the following number of days per annum.

|           | <u>15</u> | <u>20</u> | <u>25</u> | <u>30</u> |
|-----------|-----------|-----------|-----------|-----------|
| 1 month   | 1         | 2         | 3         | 2.5       |
| 2 months  | 2         | 3         | 4         | 5         |
| 3 months  | 4         | 5         | 6         | 7.5       |
| 4 months  | 5         | 6         | 7         | 10        |
| 5 months  | 6         | 8         | 10        | 12.5      |
| 6 months  | 7         | 10        | 12        | 15        |
| 7 months  | 9         | 12        | 15        | 17.5      |
| 8 months  | 10        | 13        | 17        | 20        |
| 9 months  | 11        | 15        | 19        | 22.5      |
| 10 months | 12        | 17        | 21        | 25        |
| 11 months | 14        | 18        | 23        | 27.5      |
| 12 months | 15        | 20        | 25        | 30        |

## SCHEDULE E

### 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 Administrator and/or Executive Director.
6. "Review" means re-appraisal or re-assessment of an employee's position classification by the Classification and Pay Division of Treasury Board upon request of the employee or the permanent head on behalf of the organization.
7. "Treasury Board" means Treasury Board as constituted pursuant to The Financial Administration Act as now or hereafter amended.
8. "Organization" means the Government of Newfoundland, commission, agency, hospital, or other entity mentioned in Section A.5.

#### **B. Constitution of Classification Appeal Board**

1. There shall be a board to be known as the Classification Appeal Board, consisting of a Chairperson and members to be appointed by the Lieutenant-Governor in Council to serve for a period of one year in the first instance, subject to extension for further periods at the discretion of the Lieutenant-Governor in Council.
2. The Appeal Board is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures. Changes in these procedures shall be recommended for



approval only after co-ordination with the Classification Appeal Board, and the Treasury Board Secretariat.

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

### **C. Procedures**

1.
  - The process of review pursuant to these procedures shall be available to an organization if the organization considers that a position has been improperly classified by the Classification and Pay Division of Treasury Board.
  - The process of review and/or appeal pursuant to these procedures shall be available to any employee who considers that their position has been improperly classified by the Classification and Pay Division of Treasury Board.
2. A review or appeal shall not be entertained on the grounds:
  - of inadequacy of the pay scale assigned to the pay range number; or
  - that the scope of duties and responsibilities has been improperly assigned to the position by management.
3. A request for review shall be submitted to the Director of Classification and Pay Division, Treasury Board, Confederation Building, St. John's, A1B 4J6 in writing stating:
  - the employee's full name;
  - name of the employing organization and place of work;
  - the classification in respect of which the review is requested;

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

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

21. The hearing will be presided over by the Chairperson or Acting Chairperson of the Appeal Board who will retain control over the conduct of the hearing and who will rule on the relevancy of any questions or points raised by any of the parties of the hearing.
22. The Chairperson or Acting Chairperson may adjourn the hearing and order the appearance of any person or party who, at the Appeal Board's discretion, it deems necessary to appear to give information or to clarify any points raised during the hearing.
23. Following the conclusion of the hearing, the Appeal Board will deliberate on and consider all relevant evidence and supporting information. Within fifteen (15) working days of reaching a decision, the Appeal Board shall inform the appellant in writing over the signature of the Chairperson or the Acting Chairperson. Where applicable, copies of the decision will be forwarded to the appellant's representative, Treasury Board and the employee's department for appropriate action.
24. The powers of the Appeal Board are curtailed to classification changes within respective bargaining units while avoiding grade level changes, with the sole authority to make grade level changes for occupational groups to be vested in the Collective Bargaining process and any associated costs to be funded directly from the negotiated general salary increases for that bargaining year.
25. The Appeal Board is required to submit written reasons to the Classification and Pay Division for those decisions that result in classification changes.
26. The processing of any classification change shall be subject to Treasury Board's Personnel Administration Procedures.
27. The decision of the Appeal Board on an appeal is final and binding on the parties to the appeal. The majority opinion of the Appeal Board shall prevail and there shall be no minority report.
28. An appeal shall be regarded as closed:
  - when a decision is rendered thereon by the Classification Appeal Board;
  - if the appellant requests in writing the withdrawal of the appeal;
  - in the event of the appellant's separation from the organization for any reason including resignation, removal, abandonment of position, incompetence, retirement, death and so on; or
  - if the appellant postpones a hearing in accordance with Section 20 of Part C.
29. It shall be the responsibility of the permanent head to notify the Chairperson, Classification Appeal Board of the effective date of an appellant's separation from the organization.

**\*SCHEDULE F**

**LABRADOR BENEFITS AGREEMENT**

**ARTICLE 1**

**SCOPE**

- 1.1 This Agreement is applicable to all employees in Labrador represented by the Canadian Union of Public Employees, Association of Allied Health Professionals, 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, 2005 and shall remain in full force and effect until March 31, 2009. It shall be renewed thereafter through the normal process of collective bargaining utilized by each of the employee groups, or, with the consent of the parties, will be renewed through joint negotiations. At the request of either party negotiations shall commence six (6) months prior to the expiry date of this agreement.

**ARTICLE 3**

**LABRADOR ALLOWANCE**

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

|                | <b>DATE</b>   | <b>SINGLE</b> | <b>DEPENDENT</b> |
|----------------|---------------|---------------|------------------|
| <b>GROUP 1</b> | April 1, 2005 | \$2150        | \$4300           |
|                | April 1, 2006 | \$2150        | \$4300           |
|                | April 1, 2007 | \$2475        | \$4950           |
|                | April 1, 2008 | \$2475        | \$4950           |
| <b>GROUP 2</b> | April 1, 2005 | \$2600        | \$5200           |
|                | April 1, 2006 | \$2600        | \$5200           |
|                | April 1, 2007 | \$2875        | \$5725           |
|                | April 1, 2008 | \$2875        | \$5725           |
| <b>GROUP 3</b> | April 1, 2005 | \$2725        | \$5450           |
|                | April 1, 2006 | \$2725        | \$5450           |
|                | April 1, 2007 | \$3000        | \$5975           |
|                | April 1, 2008 | \$3000        | \$5975           |

In the case of a married couple who are both employed by Provincial Government Departments or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school

boards), the total amount paid to both of them shall not exceed the dependent rate for the allowance contained in this article. This allowance shall be 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).

|                | DATE          | EMPLOYEE | DEPENDENT |
|----------------|---------------|----------|-----------|
| <b>GROUP 1</b> | April 1, 2005 | \$650    | \$450     |
|                | April 1, 2006 | \$650    | \$450     |
|                | April 1, 2007 | \$700    | \$500     |
|                | April 1, 2008 | \$750    | \$550     |
| <b>GROUP 2</b> | April 1, 2005 | \$700    | \$500     |
|                | April 1, 2006 | \$700    | \$500     |
|                | April 1, 2007 | \$750    | \$550     |
|                | April 1, 2008 | \$800    | \$600     |
| <b>GROUP 3</b> | April 1, 2005 | \$750    | \$550     |
|                | April 1, 2006 | \$750    | \$550     |
|                | April 1, 2007 | \$800    | \$600     |
|                | April 1, 2008 | \$850    | \$650     |

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.

(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

(b) The provisions of 4.3 (a) will not apply when the employee would otherwise have been laid off.

(c) The provision of 4.3(a) (iv) will apply only to employees who have worked or have been credited with hours of work under 4.3(a) (i), (ii) or (iii) for a period of 20 days in the aggregate in the qualifying period.

4.4 In the case of spouses who are both employed 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 three (3) non-cumulative, paid leave days in the aggregate per year. This leave will only be utilized when the employee is delayed from returning to the community due to interruptions to a transportation service occurring within Labrador. This article shall also apply where there has been interruptions to a transportation service occurring at the last departure point directly to Labrador.

#### **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”**  
**COMMUNITY GROUPING**

**GROUP 1**

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

**GROUP 2**

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

**GROUP 3**

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

**MEMORANDUM OF UNDERSTANDING**

**RE: NURSES COMMITTEE**

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

Letter to Ed Hancock (signed)

Signing page

Signing page

Signing page



## SCHEDULE G

### DEFERRED SALARY LEAVE PLAN HEALTH CARE

1. Definitions
2. Introduction
3. Administration
4. Eligibility
5. Enrolment
6. Salary Benefits During Deferral and Leave Periods
7. Withdrawal from the Plan
8. Returning from Leave

### DEFERRED SALARY LEAVE PLAN

It is the Employer's policy that, where possible, all employees have access to a deferred salary leave plan, designed to help plan and finance a leave of absence for periods of 6 - 12 months. The deferral period may not exceed six years.

#### 1. Definitions

Review

Committee: a committee, comprised of members representing the employer and employee groups, which will review issues related to the Plan

Deferral

period: that period of time during which participating employees defer a portion of their salary

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

Taxation year: based on a calendar year January 1 to December 31 (inclusive)

#### 2. Introduction

The Deferred Salary Leave Plan permits employees to finance a leave of absence by deferring a maximum of 33 1/3% of their salary (before deductions) in a taxation year. The period over which employees may defer their salaries may not exceed six years.

The deferred portions of employees' salaries are deposited into an account with the Government of Newfoundland and Labrador. This account accrues interest which must be paid at the end of each calendar year. Because this interest is considered to be income from employment, it is subject to income tax for the year in which it was earned. The interest rate, on the deferred portion of employees' salaries will be the rate of interest earned by Government on its bank accounts.



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

Revenue Canada regulates all deferred salary leave programs and has the ability to cancel any employer plan if the regulations are violated. For taxation purposes Revenue Canada 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.

### 3. Administration

The Deferred Salary Leave Plan will be administered by the Government Accounting Division of Treasury Board and the Personnel Department of the Employer. The Administrator will be responsible for approving deferred salary leave for employees who wish to use the plan. Approval forms will be sent to the Payroll Department where employees will be set up on the deferred salary payroll. The system will calculate the deferred portion of employees regular pay cheques. This deferred portion will then be transferred into an interest bearing account.

Employees who wish to opt out of the plan must inform their Administrator in writing. The Administrator will then forward this information to the Review Committee who will review the case and decide if it can be approved. The committee will consist of representation from:

- Government Accounting Division, Treasury Board
- Personnel Policy Division, Treasury Board
- Collective Bargaining Division, Treasury Board
- Debt. Management Division, Finance
- The Employer
- NLHBA
- Union Involved

The Committee will meet on a regular basis to approve requests to withdraw from the plan and/or address any other issues that are not directly dealt with in this policy.

### 4. Eligibility

Permanent employees with a minimum of twelve (12) months continuous service may apply for enrolment in the Deferred Salary Leave Plan.

### 5. Enrolment

Employees must make written application to their Administrator, providing as much advance notice as possible (preferably at least three (3) months).

Employees will be informed of their approval to participate in the Plan within three months of their request. Approval of requests is dependent on the operational requirements of the department during the employee's anticipated absence.

Table I demonstrates the various Plan options: the amount of salary an employee would have to defer; the period of time over which the salary is deferred; the year in which the leave of absence is to be taken; and the employee's average wage over the entire period of Plan participation.

**TABLE I**

| PLAN OPTION | PERCENTAGE OF SALARY DEFERRED | DEFERRAL PERIOD | LEAVE PERIOD         | % OF NORMAL SALARY DURING PLAN |
|-------------|-------------------------------|-----------------|----------------------|--------------------------------|
| 1 over 1.5  | 33 1/3%                       | 1 year          | 2nd year (6 months.) | 66 2/3%                        |
| 2 over 3    | 33 1/3%                       | 2 years         | 3rd year             | 66 2/3%                        |
| 3 over 4    | 25%                           | 3 years         | 4th year             | 75%                            |
| 4 over 5    | 20%                           | 4 years         | 5th year             | 80%                            |
| 5 over 6    | 16 2/3%                       | 5 years         | 6th year             | 83 1/3%                        |
| 6 over 7    | 14%                           | 6 years         | 7th year             | 86%                            |

Over the period of Plan participation, employees' salaries plus the percentage of salaries deferred must equal 100% of employees' pre-plan salaries. For example, employees who choose the 3 over 4 option must defer 25% of their salaries over a 3 year period resulting in a net salary, over 4 years, of 75% of their pre-plan salaries.

6. 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, employees' gross annual salaries 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 employees salaries 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 appropriate sections of the Employer policies and Collective Agreements. Appendix I outlines the effect the Deferred Salary Leave Plan will have on all benefit/deduction programs during both the deferral and leave periods.

While on leave, no payments will be made for:

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

No annual leave, sick leave or paid leave credits will be issued by the employer 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 on service.

Employees may purchase their leave period for pension credits upon their return to work.

#### 7. 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; and/or
- lay-off, termination or resignation.

Employees who withdraw from the Plan will receive a refund of their contributions plus the accrued interest on the contributions. Refunds will be made within 50 days of the approval to withdraw from the Plan.

The lump sum payment refunded to the employee is subject to Canada Pension Plan contribution.

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

8. Returning From Leave

Employees returning from their leave periods 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 that they were paid prior to going on leave.

**APPENDIX I**

| <b>Benefit/Deduction Program</b>              | <b>Benefits During the Deferral Period</b>  | <b>Benefits During the Leave Period</b>  |
|---|---|--|
| Provincial Pension                            | Contribution will be based on normal gross salary, not salary received  | No pension payments will be deducted during the leave period   |
| Group Life Insurance/Health Insurance         | Coverage and premiums will be based on normal gross salary not salary received; employer cost sharing will continue | Coverage continuation is optional; employee is required to pay full cost of premiums while on leave  |
| Voluntary Accident Insurance/Dental Insurance | Participation optional.. Employee pays full cost of premium   | Participation optional.. employee pays full cost of premium  |
| Long Term Disability Insurance                | Coverage and premiums will be based on normal gross salary not salary received                                      | No coverage available during the leave period  |
| Union Dues (Where applicable)                 | Payable on that portion of Salary actually received or Based on Union Constitution                                  | Payable on that portion of salary actually received or based on union constitution   |
| Income Tax                                    | Payable on that portion of Salary actually received   | Payable on that portion of salary actually received  |
| Canada Pension Plan                           | Payable on that portion of Salary actually received   | Payable on that portion of salary actually received  |
| Unemployment Insurance                        | Payable on normal gross Salary  | No deductions are taken as there are no insurable earnings 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. |
| Sick Leave                                    | Normal accrual rates apply  | No accrual during leave period. Sick leave will not be paid during leave period.   |

**APPENDIX I**  
Cont'd

| <b>Benefit/<br/>Deduction Program</b> | <b>Benefits During the Deferral<br/>Period</b> | <b>Benefits During the Leave Period</b>   |
|---------------------------------------|--|---|
| Paid Leave<br>(Where Applicable)      | 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 |
| Severance Pay                         | Normal accrual rates apply                     | Entitlement reduced by the length of the leave period   |
| Pay Increments                        | Normal application                             | Step progression delayed by the length of the leave period  |

**DEFERRED SALARY LEAVE PLAN  
APPLICATION AND APPROVAL REQUEST FORM**

1. Name:  
 SIN:  
 Phone: \_\_\_\_\_ (Home) \_\_\_\_\_ (Work)
2. Work Location:  
 Department:  
 Job Title:  
 Annual Salary: \$  
 Date of Entry into Employment with the Employer         Day                 Month                 Year
3. Plan Option (Check One)

|  | <b>Plan Option</b> | <b>Percentage of Salary Deferred</b> | <b>Deferral Period</b> | <b>Leave Period</b>             |
|--|--------------------|--------------------------------------|------------------------|---------------------------------|
|  | 1 over 1.5         | 33 1/3%                              | 1 year                 | 2 <sup>nd</sup> year (6 months) |
|  | 2 over 3           | 33 1/3%                              | 2 years                | 3rd year                        |
|  | 3 over 4           | 25%                                  | 3 years                | 4th year                        |
|  | 4 over 5           | 20%                                  | 4 years                | 5th year                        |
|  | 5 over 6           | 16 2/3%                              | 5 years                | 6th year                        |
|  | 6 over 7           | 14%                                  | 6 years                | 7th year                        |

4. Requested Leave Period
- FROM:                                       
           Day            Month            Year
- TO:                                       
       Day            Month            Year

I hereby request to defer a portion of my salary as indicated in Section 3 and request leave for the period noted above. I have read and understand the Deferred Salary Leave Plan and agree to the terms and conditions as defined by Revenue Canada and my employer.

\_\_\_\_\_  
 Employee Signature

\_\_\_\_\_  
 Date

5.(a) Approval is hereby granted for the deferral of salary as outlined in Section 3.

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

Approval cannot be granted as requested for the following reason(s):

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

b) Approval for salary deferral period:

FROM:    \_\_\_\_\_  
          Day            Month            Year

TO:        \_\_\_\_\_  
          Day            Month            Year

Percentage of salary deferred/year:  
Amount Deferred: \$

Percentage of salary maintained:  
Amount Maintained: \$

Payroll Deduction: \$

Approval for leave period:

FROM:    \_\_\_\_\_  
          Day            Month            Year

TO:        \_\_\_\_\_  
          Day            Month            Year

c.c.    Employee  
        Debt Management (Finance)

**SCHEDULE H**

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

AGE (YEARS)

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



**SCHEDULE I**  
**GEOGRAPHICAL AREAS**

**These areas may change subject to operational changes. The affected employer will give notification of changes to the union.**

**Health &Community Services – St. John’s**

**Area 1**

Southern Shore from Witless Bay to St. Shott’s inclusive and all points in between.

**Area 2**

Northeastern Avalon from Seal Cove to Capt St. Frances to Witless Bay and all points in between including St. John’s, Mount Pearl, Portugal Cove – St. Phillips, Bell Island, Paradise and Conception Bay South.

**Health &Community Services - Eastern**

**Area 1**

Holyrood  
St. Joseph's  
St. Mary's  
Mount Carmel

**Area 2**

Burin  
St. Bernard’s  
St. Lawrence  
Grand Bank

**Area 3**

Clarenville  
Come By Chance  
Trinity  
Bonavista  
Lethbridge

**Area 4**

Norman's Cove  
Whitbourne  
Placentia  
St. Brides

**Area 5**

Old Perlican  
Heart’s Delight  
Harbour Grace  
Bay Roberts  
Carbonear

**Health Labrador Corporation**

|               |                                 |
|---------------|---------------------------------|
| <b>Area 1</b> | <b>Happy Valley - Goose Bay</b> |
| <b>Area 2</b> | <b>Sheshatshieu</b>             |
| <b>Area 3</b> | <b>Nain</b>                     |
| <b>Area 4</b> | <b>Hopedale</b>                 |
| <b>Area 5</b> | <b>Nataushish</b>               |
| <b>Area 6</b> | <b>Postville</b>                |

|                |                        |
|----------------|------------------------|
| <b>Area 7</b>  | <b>Makkovik</b>        |
| <b>Area 8</b>  | <b>Rigolet</b>         |
| <b>Area 9</b>  | <b>Cartwright</b>      |
| <b>Area 10</b> | <b>Black Tickle</b>    |
| <b>Area 11</b> | <b>Churchill Falls</b> |
| <b>Area 12</b> | <b>Labrador City</b>   |
| <b>Area 13</b> | <b>Wabush</b>          |

**Grenfell Regional Health Services Board**

|               |                |               |
|---------------|----------------|---------------|
| <b>Area 1</b> | <b>Area 2</b>  | <b>Area 3</b> |
| St. Anthony   | Roddickton     | Flower’s Cove |
| <b>Area 4</b> | <b>Area 5</b>  |               |
| Forteau       | Mary’s Harbour |               |

## **Health & Community Services – Central**

### **Area 1**

Baie Verte  
Springdale

### **Area 2**

Lewisporte  
Twillingate  
Fogo

### **Area 3**

Grand Falls-Windsor  
Bishop's Falls  
Botwood

### **Area 4**

St. Alban's  
Harbour Breton

### **Area 5**

Gander  
Glovertown  
Gambo  
Wesleyville

## **Health & Community Services – Western**

### **Area 1**

### **Corner Brook**

WRMH Location  
O'Connell Drive  
Hammond Building  
Tibbo Building  
Brake's Cove  
Beniots Cove  
Meadows  
Pasadena

### **Area 2**

### **Deer Lake**

Deer Lake  
Bonne Bay  
Norris Point  
Woody Point  
Cow Head  
Hampden  
Port Saunders

### **Area 3**

### **Stephenville**

Stephenville  
Stephenville Crossing  
Cape St. George  
Jefferys  
Port au Port  
St. George's  
Piccadilly

### **Area 4**

### **Port Aux Basques**

Port Aux Basques  
Burgeon  
Ramea

## SCHEDULE J

### JOB SHARING GUIDELINES

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

The suggested guidelines are as follows:

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

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

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

Once a job sharing partner has been selected, the full-time position would be shared between the two employees on a 50-50 basis. The employees shall work 50% of the normal regular hours over a 4 to 6 week period. The employee shall be paid each pay period as if he/she worked 50% of the normal regular hours in that pay period regardless that the employees' self-scheduling may result in one job sharing partner working greater than 50% of the normal regular hours in the pay period being paid. This will ensure

consistency for payroll and benefits. Benefits would be applied as would be for a part-time employee (ie., on a pro-rated basis).

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

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

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

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

December 30, 2008

Ms. Amanda Galway  
Employee Relations Officer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Ms. Galway:

***Re: Protective Clothing***

This will confirm our understanding reached during negotiations that the current practice of Labrador-Grenfell Health Authority regarding protective clothing will not change during the life of this collective agreement

Sincerely,

Elizabeth J. Lane  
Director of Collective Bargaining

December 30, 2008

Ms. Amanda Galway  
Employee Relations Officer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Ms. Galway:

***Re: Death of an Employee***

It is the position of the Employer that the present Group Life and Extended Health Benefits Plan, Clause 26.02, will pay the total costs and expenses involved in the return of remains of an employee who dies while away from home on the Employer's business. In the event the Group Life and Extended Health Benefits Plan does not cover the total costs, the Employer agrees to pay the difference. The remains shall be returned to the place of employment.

Sincerely,

Elizabeth J. Lane  
Director of Collective Bargaining

December 30, 2008

Ms. Amanda Galway  
Employee Relations Officer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Ms. Galway:

***Re: Schedule I – Geographical Areas***

This will confirm our understanding reached during negotiations that each Employer (with the exception of Health and Community Services St. John's) in consultation with local union representatives will review Schedule I entitled Geographical Areas within one (1) month of signing of this collective agreement. The current Schedule I will apply pending an agreement by the parties to amend.

Sincerely,

Elizabeth J. Lane  
Director of Collective Bargaining

December 30, 2008

Ms. Amanda Galway  
Employee Relations Officer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Ms. Galway:

***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.

Sincerely,

Elizabeth J. Lane  
Director of Collective Bargaining



December 30, 2008

Ms. Amanda Galway  
Employee Relations Officer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Ms. Galway:

***Re: Professional Practices Committee***

Each employer will agree to meet with the Union local within twelve (12) months of the date of signing of this agreement to discuss the possibility of the establishment of a Professional Practice Committee within each Regional Health Authority.

Sincerely,

Elizabeth J. Lane  
Director of Collective Bargaining

December 30, 2008

Ms. Amanda Galway  
Employee Relations Officer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Ms. Galway:

***Re: Market Adjustment***

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

Sincerely,

Elizabeth J. Lane  
Director of Collective Bargaining

December 30, 2008

Ms. Amanda Galway  
Employee Relations Officer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Ms. Galway:

***Re: Transition Agreement***

The parties agree to form a Transition Committee within thirty (30) days of signing the collective agreement, with equal representation from the Employer and the Union, to identify and resolve, where possible, the outstanding issues created by the movement of employees who were formerly represented by the Association of Allied Health Professionals at Western Regional Integrated Health Authority, into the NAPE HP Collective Agreement.

The issues open for discussion and possible resolution are restricted to the integration of salary scales, the dovetailing of seniority and its implications, and to those benefits not common to both Collective Agreements. The Transition Committee may recommend possible joint solutions to the Public Service Secretariat (PSS). Where such recommendations are not accepted, further discussion will occur with the Executive of NAPE and PSS.

This committee shall submit its recommendations to PSS and the Executive of NAPE for consideration within sixty (60) days of signing of the new HP Collective Agreement. The benefits contained in the AAHP Collective Agreement shall be maintained for the sixty (60) day period for those employees who were formerly represented by the Association of Allied Health Professionals at Western Regional Integrated Health Authority, and for the period that the Public Service Secretariat requires to assess the transition committee recommendations. If no resolution to the above noted issues can be agreed upon, the current dual salary structure, and benefits outlined in the new HP Collective Agreement, shall apply.

Sincerely,

Elizabeth J. Lane  
Director of Collective Bargaining

**\*MEMORANDUM OF UNDERSTANDING**

**KILOMETER RATE ADJUSTMENT FORMULA (NAPE)**

**General**

1. The purpose of this Memorandum of Agreement (MOA) is to provide a mechanism for the periodic adjustment of the kilometer rate(s) contained in applicable collective agreements for employees who are either required to provide a vehicle as a condition of employment or who may be authorized to use a personal vehicle on Employer's business.
2. The terms of this MOA shall be applicable to employees who are members of the bargaining unit covered by the Health Professionals Collective Agreement.
3. Adjustments shall be calculated by the Public Service Secretariat and posted to the Human Resource Policy Manual website: [www.gov.nl.ca/hrpm](http://www.gov.nl.ca/hrpm). Should there be any dispute as to the calculated rate; the rate established by the Public Service Secretariat shall prevail.

**Adjustment Formula**

4. Base Fuel Rate  
The "base fuel rate" for calculating fuel costs is 79.4 cents per liter.
5. Fuel Price  
"Fuel prices" shall be those set by the Petroleum Pricing Office for the Avalon Region (Zone 1).
6. Base Kilometer Rate  
The "base kilometer rate(s)" shall be the reimbursement rate(s) contained in an applicable collective agreement.
7. Initial Adjustment – October 1, 2005
  - a) The "base kilometer rate" shall be adjusted effective October 1, 2005 based on the difference in the "fuel price" on October 1, 2005 and the "base fuel rate" multiplied by 1/10.  
  
$$(\text{"fuel price" on October 1, 2005} - \$0.794) \times 0.10 = \text{km rate adjustment}$$

[km rate adjustment is added to the "base kilometer rate"]
  - b) Kilometer rates shall be rounded to four decimal places after the dollar (\$0.0000).
8. Adjustment Dates (Quarterly Adjustments)  
Effective January 1, 2006, the kilometer rate shall be adjusted, based on the "Adjustment Formula", on a quarterly basis on the following dates each year:

January 1<sup>st</sup>  
April 1<sup>st</sup>  
July 1<sup>st</sup>  
October 1<sup>st</sup>

9. Adjustment Formula

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

*(“fuel price” on “adjustment date - \$0.794) X 0.10 = km rate adjustment  
[km rate adjustment is added to the “base kilometer rate”]*

- b) Kilometer rates shall be rounded to four decimal places after the dollar (\$0.0000).

10. Reimbursement Rate

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

Effective Date

11. The MOA shall be effective October 1, 2005, and in accordance with Clause #10, shall only be applicable to travel which occurs from that date forward.
12. This MOA may be terminated upon thirty (30) days notice from either party.





**\*MEMORANDUM OF UNDERSTANDING**  
**AGREEMENT ON PENSIONS**

The Parties agree to the following:

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

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

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

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

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

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



**\*MEMORANDUM OF UNDERSTANDING**

**CLASSIFICATION PLAN**

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

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

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

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

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

## MEMORANDUM OF UNDERSTANDING - 2004

### HEALTH INSURANCE

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

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

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

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

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

recovery of premiums applies only to health care groups. Existing arrangements for the recovery of premiums in other sectors shall continue for the life of that Agreement.

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

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

#### Group Insurance Committee Membership

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