



**MAINTENANCE AND OPERATIONAL SERVICES (MOS)  
COLLECTIVE AGREEMENT**

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR,  
represented herein by the Treasury Board;

THE C.A. PIPPY PARK COMMISSION, a corporate established under the Pippy Park Commission  
Act, 1968, the Act No. 27 of 1968;

of the one part;

AND

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

of the other part.

SIGNED: March 31, 2018

EXPIRES: March 31, 2020

THIS AGREEMENT made this 31<sup>st</sup> day of March Anno Domini, two thousand and eighteen.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR,  
represented herein by Treasury Board;

of the one part;

AND

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

of the other part.

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

## TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	Purpose of Agreement .....	1
2	Definitions .....	1
3	Recognition .....	4
4	Management Rights.....	5
5	Employee Rights .....	5
6	Association Security.....	6
7	Checkoff .....	7
8	Grievance Procedure .....	7
9	Arbitration .....	9
10	Hours of Work.....	12
11	Overtime.....	14
12	Standby .....	16
13	Callback.....	17
14	Holidays.....	17
15	Annual Leave.....	18
16	Sick Leave .....	22
17	Maternity Leave/Adoption Leave/Parental Leave .....	24
18	Special Leave.....	25
19	Leave - General .....	26
20	Bereavement Leave .....	26
21	Time Off for Association Business .....	27
22	Termination .....	28
23	Temporary Assignment .....	30
24	Seasonal Assignments .....	32
25	Contracting Out .....	33
26	Injury on Duty.....	34
27	Protective Clothing.....	36

<u>Article</u>	<u>Subject</u>	<u>Page</u>
28	Seniority .....	37
29	Apprentices.....	42
30	Promotion .....	43
31	Demotion .....	43
32	Technological Change .....	44
33	Discipline.....	45
34	Personnel Files .....	45
35	Travel on Employer's Business .....	46
36	Safety .....	48
37	Relocation Expenses.....	49
38	Group Insurance .....	49
39	Labrador Allowance .....	49
40	Access and Shop Stewards .....	49
41	Labour Management Committee .....	50
42	Severance Pay.....	50
43	State of Emergency.....	52
44	Political Activity.....	52
45	Salaries .....	53
46	Strikes and Lockouts .....	53
47	Amendment by Mutual Consent.....	53
48	General Provisions .....	53
49	Joint Consultation.....	54
50	Classification .....	54
51	Personal Loss.....	54
52	Education Leave .....	55
53	Advance Notice .....	56
54	Tool Allowance .....	56
55	Transportation Regional Operations.....	56
56	Duration of Agreement.....	57

<u>Article</u>	<u>Subject</u>	<u>Page</u>
MOU	Master Agreement Language.....	59
Schedule A -	Salary Implementation Formula and Grids .....	60
Schedule B –	Labrador Benefits Agreement.....	70
Schedule C –	The Public Service for the Purpose of Article 28 .....	79
Schedule D –	Summary of Group Insurance Benefits .....	80
Schedule E –	The Classification Review and Appeal Process.....	90
Schedule F –	Employee Assistance Program.....	96
Schedule G –	Number of Weeks of Pay in Lieu of Notice .....	104
Schedule H –	Portability of Benefits.....	105
Memorandum of	Understandings.....	106
Letters of	Understanding.....	125



**ARTICLE 1  
PURPOSE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Association, to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02 In the event that any law passed by the Government applying to employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.
- 1.03 The Employer will give the Union 45 days' notice before any amendment, repeal or revision of the Public Service (Collective Bargaining) Act, which would affect the terms and conditions of employment of employees covered by this Agreement, is introduced.
- 1.04 In the event that there is a conflict between the context of this Agreement and any regulation or policy made by the Employer, this Agreement shall take precedence over the said regulation or policy.
- 1.05 For the purpose of this Agreement, the masculine shall be deemed to include the feminine, and the plural indicates the singular and vice versa as the context may require.

**ARTICLE 2  
DEFINITIONS**

- 2.01 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.
  - (c) "day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of his position other than:
    - (i) a designated holiday;
    - (ii) a calendar day on which the employee is on leave of absence.
  - (d) "day" means a working day unless otherwise stipulated in the Agreement.

- (e) "demotion" means an action, other than reclassification resulting from a correction of a classification error, which causes the movement of an employee from his existing classification to a classification carrying a lower pay scale.
- (f) "employee" or "employees" where used is a collective term except as otherwise provided herein including all persons employed as Maintenance and Operational Services (MOS) employees in the classifications contained in the bargaining unit:
  - (i) "permanent employee" means a person who has completed six (6) months continuous service, and is employed on a full-time basis without reference to any specified period of employment.
  - (ii) "seasonal employee" means an employee whose services are of a seasonal and recurring nature, who has completed six (6) months of cumulative employment and includes employees who are subject to periodic re-assignment in various positions because of the nature of their work.
  - (iii) "temporary employee" means a person who is employed for a specific period for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work.
  - (iv) "part-time" employee" means a person who is regularly employed to work less than the full number of working hours in each working day or less than the full number of working days in each work week of the department concerned.
  - (v) "shift work" means the normal consecutive working hours of an employee that may be subject to change on a consistent and regular basis.
- (g) "Employer" means Her Majesty In Right of the Province of Newfoundland and Labrador as represented by Treasury Board.
- (h) "grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.
- (i) "holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a calendar day designated as a holiday in this Agreement.
- (j) "lay-off" means the temporary cessation of employment due to lack of work or abolition of a post.
- (k) "leave of absence" means absence from duty with the permission of the Employer.

- (l) "management" means the Deputy Minister or the person or persons authorized to act on his behalf.
- (m) "month of service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.
- (n) "notice" means notice in writing which is hand delivered or delivered by registered mail.
- (o) "overtime" means work performed by an employee in excess of his scheduled work week or work day at the request of the permanent head.
- (p) "permanent head" means the Deputy Minister or the person authorized by him or her to act on his or her behalf. In the case of the Pippy Park Commission, the Executive Director of the Commission and in the case of the Rooms Corporation of Newfoundland and Labrador Incorporated, the Chief Executive Officer of the Corporation.
- (q) "probationary employee"
  - (i) means a person who is employed on a full-time basis without reference to any specified period of employment and who has not completed six (6) months of service within the bargaining unit.
  - (ii) means a person who is hired on a seasonal, temporary or part-time basis and who has not completed six (6) months of cumulative service or its equivalent in working hours or days within the bargaining unit.
  - (iii) Notwithstanding clauses (i) and (ii), an employee who is successful in obtaining a position within the MOS bargaining unit, which is the same in title as his previous classification, shall not be required to serve a probationary period provided they have successfully completed a probationary period with the Employer as per Schedule C.
- (r) A promotion means an action, other than reclassification, resulting from the correction of a classification error, which causes the movement of an employee (i) from his classification to a classification giving a higher pay range number, or (ii) from temporary to seasonal status or seasonal /temporary to permanent status.
- (s) "reclassification" means any change in the current classification of an existing position.

- (t) "service" means any period of employment, excluding overtime, either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year.
- (u) "termination" means the permanent cessation of service of an employee because of the abolition of an employee's position, dismissal for just cause, or because of the employee's resignation.
- (v) "transfer" means the movement of an employee from one position to another which does not result in a promotion or demotion.
- (w) "vacancy" means an opening in a permanent, seasonal, or temporary position which is in excess of 13 weeks duration, and in respect of which there is no employee eligible for recall.
- (x) "week" means a period of seven (7) consecutive days beginning at 0001 hours Monday morning and ending at 2400 hours the following Sunday night, unless otherwise stipulated in this Agreement.
- (y) "year" means the period extending from the first day of April in one year to the thirty-first day of March in the succeeding year.
- (z) "Association" and / or "Union" means the Newfoundland and Labrador Association of Public and Private Employees.

### **ARTICLE 3 RECOGNITION**

- 3.01 (a) The Employer recognize the Association as the sole and exclusive bargaining agent for all classes of employees listed in Schedule "A".
- (b) Management or excluded personnel shall not work on any jobs which are included in the bargaining unit except for the purpose of instructing, experimenting, reviewing an employee's work performance, or in the case of emergencies.
- 3.02 When new classifications are developed, the following procedures shall apply:
  - (a) The Employer will immediately notify the Association, in writing, as to whether such classifications should be included in or excluded from the bargaining unit and provide reasons for exclusions.

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

**ARTICLE 4  
MANAGEMENT RIGHTS**

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

**ARTICLE 5  
EMPLOYEE RIGHTS**

- 5.01 (a) Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to his permanent head.
- (b) The Employer agrees that there will be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise by reason of age, race, creed, colour, national origin, sex, marital status, political or religious affiliation, physical handicap or by reason of his membership in the Union.
- 5.02 The Employer and the Union recognize the right of all employees in the Public Service to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible, in accordance with Government's Harassment and Discrimination Free Workplace Policy. The Employer and the Union agree to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined, as necessary. The Employer and the Union agree that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint.

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

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

Harassment of a personal nature is any behaviour that endangers an employee's job, undermines performance, or threatens the economic livelihood of the employee, which is based on race, religion, religious creed, sex, marital status, physical or mental disability, political opinion, colour, or ethnic, national or social origin or Union status.

#### 5.03 Association Access

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

#### 5.04 Criminal or Legal Liability

The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an employee in the course of his/her duties, provided that the Employer is satisfied that the employee performed duties required by the Employer, and/or the employee acted within the scope of his/her employment.

### **\*ARTICLE 6 ASSOCIATION SECURITY**

- 6.01 All employees who are members of the Association at the time of signing of this Agreement shall remain members during the term of this Agreement, provided they continue to occupy a bargaining unit position.
- 6.02 All employees hired after the signing of this Agreement shall become and remain members of the Association provided they continue to occupy a bargaining unit position.

6.03 An employee, upon employment to the Public Service, shall be provided with information in writing concerning:

- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment; and

where copies of the Agreement have been provided to the Employer by the Association, they will be distributed to the employees.

\*6.04 Where a shop steward is available, the employee will be introduced to him/her as soon as Possible and a copy of the Local Report Form be supplied to the employee.

## **ARTICLE 7 CHECKOFF**

7.01 The Employer will deduct from the wages of all employees within the bargaining unit the amount of membership dues bi-weekly. The Employer will send a list to the Association bi-weekly showing the names of employees, the amount of contribution of each employee, and will make every reasonable effort to forward the amount of dues to the Association bi-weekly, but in any event will send the amount at least monthly.

7.02 The Employer agrees that when issuing T-4 slips, the amount of membership dues paid by an employee to the Association during the current year will be recorded on his T-4 statement.

7.03 The Association shall inform the Employer of any change in the membership dues from time to time, and any such change shall be implemented within thirty (30) days of notification.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

8.01 Except as otherwise stipulated in this Article, an employee who alleges that he has a grievance shall, alone or with the assistance of his shop steward, first present the matter to his first level of supervision, who is outside the bargaining unit, within five (5) days of the occurrence or discovery of the incident giving rise to the alleged grievance.

8.02 In cases where an employee's immediate supervisor in Clause 8.01 is his permanent head, the grievance may be submitted immediately at Step 2 of Clause 8.03.

8.03 Subject to Clauses 8.02, 8.04 and 8.08, grievances shall be processed in the following manner:

Step 1:

If the employee fails to receive a satisfactory answer within ten (10) days of presenting the matter under Clause 8.01, he may, within a further five (5) days, present a grievance in writing to the second managerial level designated by the permanent head, who will give the grievor a dated receipt. In instances where there is no second level of management other than the permanent head, the employee may submit his grievance at Step 2 within the prescribed time limits specified in this Step 1.

Step 2:

If the employees fails to receive a satisfactory answer to his grievance within ten (10) days after the filing of the grievance at Step 1, he may within a further five (5) days submit his grievance in writing to the permanent head who, for the purpose of investigating the grievance, shall form a committee consisting of four (4) persons, comprising an equal number of Employer and Association representatives. The Association shall appoint its two (2) representatives to the committee. One (1) of the Employer's representatives shall chair the meeting(s).

The committee shall be entitled to interview such persons as it deems necessary for the investigation of the grievance and shall give its decision in writing to the grievor within fifteen (15) days of receipt of the grievance by the permanent head. The committee's report shall consist of the joint decision of the committee where the committee members agree to a solution.

If the matter is not mutually resolved by the committee, then the Employer's representatives will send their position, along with a brief summary of the committee's deliberations, to the grievor, with a copy being sent to the Association.

Step 3:

If the grievance is still not satisfactorily settled by the foregoing procedure or if it is of the type referred to in Clause 8.04, either part to this Agreement may submit the grievance to arbitration in accordance with Article 9.

- 8.04 (a) In the case of dismissals, the grievance may be submitted in the first instance at Step 3 of Clause 8.03.
- (b) In the case of suspensions pending a decision on dismissal, the grievance may be submitted in the first instance at Step 2 of Clause 8.03.
- 8.05 At all Steps of the grievance procedure, the replies to grievances will be in writing and dated receipts of grievances will be given.

- 8.06 A full-time representative of the Association may be called in by the employee(s) at any Step of the grievance procedure. The grievor may be present during all Steps of the grievance procedure, if either party requests.
- 8.07 The time limits specified in this Article may be extended, in writing, by mutual agreement of the parties.
- 8.08 Grievances involving suspensions and grievances involving alleged violations of clauses which deal with promotions and transfers, may be submitted in the first instance at Step 3 of Clause 8.03.
- 8.09 The settlement of a grievance without reference to arbitration shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, unless the settlement states otherwise.
- 8.10 Where the Association has a grievance involving a question of general application or interpretation of the Agreement, or where a group of employees has a grievance, the grievance may, in the first instance, be submitted at Step 2 of Clause 8.03.
- 8.11 An employee who is a member of the grievance committee referred to under Step 2 of Clause 8.03 and/or the grievor, shall not suffer any loss in pay for any time lost in processing complaints or attending grievance meetings. However, such an employee shall not leave his regular duties for the purpose of conducting business on behalf of the Association or to discuss any business in respect of grievances without first obtaining permission from his immediate supervisor. The employee shall notify his immediate supervisor when returning to duty.
- 8.12 Dismissal due to unsuitability or incompetence as assessed by the Employer of probationary employees, and of part-time and temporary employees with less than six (6) months of service, shall not be subject to the grievance and arbitration procedures.

## **ARTICLE 9 ARBITRATION**

- 9.01 Where a difference arises between the parties to or persons bound by this Agreement or on whose behalf it has been entered into and where that difference arises out of the interpretation, application, administration or alleged violation of this Agreement and including any questions as to whether a matter is arbitrable, either of the parties may, within fourteen (14) calendar days after exhausting the grievance procedure, as outlined in Article 8, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the person appointed to be an arbitrator by the party giving notice.

- 9.02 The party to whom notice is given under Clause 9.01 shall, within fourteen (14) calendar days after receipt of such notice, appoint an arbitrator and notify the other party of the name of the arbitrator.
- 9.03 Arbitrator  
The two (2) arbitrators appointed in accordance with Clauses 9.01 and 9.02 shall, within the fourteen (14) calendar days after the appointment of the second of them, appoint a third arbitrator, and these three (3) arbitrators shall constitute an Arbitration Board. The Arbitrator appointed under this Clause shall be the Chairperson of the Arbitration Board.
- 9.04 If:
- (a) the party to whom notice is given under Clause 9.01 fails to appoint an arbitrator within the period specified in Clause 9.02, the Minister of Labour shall, on the request of either party, appoint an arbitrator on behalf of the party who failed to make the appointment, and such arbitrator shall be deemed to be appointed by that party; or
  - (b) either party fails to appoint an arbitrator within the period specified in 9.03, the Minister of Labour shall appoint an arbitrator(s). If both arbitrators fail to appoint a Chairperson within the specified time, the Minister of Labour shall appoint a Chairperson.
- 9.05 Both parties to an arbitration hearing shall be afforded opportunity of presenting evidence and arguments thereon and may employ counsel or any other person for this purpose.
- 9.06 If a party fails to attend or be represented without good cause at an arbitration hearing, the arbitration board may proceed as if the party had been present or represented.
- 9.07 The arbitration board shall render its decision on a matter being arbitrated within fifteen (15) calendar days of the date on which the Board is fully constituted, and the decision of the Board shall be committed to writing and submitted to the parties concerned within a further ten (10) calendar days.
- 9.08 The decision of the majority of the members of an arbitration board shall be the decision of the Board. The decision of an arbitration board shall be signed by the members of the Board making the majority report.
- 9.09 The parties and the employees bound by this Agreement shall comply with these provisions for final settlement of a grievance and they shall comply with the decisions of an arbitration board appointed in accordance with these provisions and do, or, as the case may be, abstain from doing anything required by that decision.
- 9.10 Each party required by this Agreement to appoint an arbitrator shall pay the remuneration and expenses of that arbitrator or of the arbitrator deemed to have been appointed by that party under Clause 9.04, and the parties shall pay equally the remuneration and expenses of the Chairperson of the arbitration board.

- 9.11 The time limits set out in this Article may be extended at any time by mutual agreement of both parties to the arbitration.
- 9.12 At any stage of the grievance procedure, the parties may have, if so desired, the assistance of any employee(s) concerned as witnesses.
- 9.13 An aggrieved employee who is not on suspension and who has not been dismissed, shall not suffer any loss in pay for the time period he/she is required to attend the arbitration board hearing.
- 9.14 An arbitration board may not alter, modify or amend any provisions of this Agreement, but shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.
- 9.15 The parties may mutually agree to the substitution of a single arbitrator for an arbitration board. When such an agreement is reached, the provisions of this Article shall apply equally to a single arbitrator where reference is made to an arbitration board.
- 9.16 Subject to the Agreement of the Employer and the Union and subject to Clause 9.14, expedited arbitration may be used following Step 3 of the grievance procedure. Both parties retain access to the complete arbitration process as described in Article 9 of the Agreement where either party does not agree to expedited arbitration.
- (a) In any dispute or application of the Agreement, the parties agree to submit a written brief and/or present oral argument to the sole arbitrator.
- (b) The parties agree to draft a list of three (3) mutually acceptable Arbitrators who will be selected on a rotating basis to deal with each sitting. Future selections of Arbitrators will be considered on a year to year basis.
- (c) The parties will present argument/rebuttal based on:
- issue(s)
  - applicable provisions of the collective agreement
  - general principle of arbitration case law which is applicable, including judicial decisions
  - relevant arbitration awards, judicial decisions, legislation, texts if applicable, and how they apply
  - remedies requested
- Argument/rebuttal will be limited to one (1) hour for each party.
- (d) The party bearing the onus of proof will proceed first and rebut if necessary.

- (e) The parties will not call witnesses or submit evidence, however, they can mutually agree to enter consent items.
- (f) Decisions may be issued without having to provide the basis for conclusions.
- (g) All decisions will be "without prejudice" to any other case(s) with no precedent value being applied to any other case unless the parties mutually agree in writing to allow a decision to have precedent value.
- (h) The parties agree that decisions arising out of these arbitrations will not be considered for judicial review unless the parties have mutually agreed in writing to allow a decision to have precedent value in which case either party can consider a decision for judicial review.
- (i) Where the parties mutually agree, any step of the process may be altered, if deemed necessary.

## **ARTICLE 10 HOURS OF WORK**

- 10.01 (a) Subject to Clauses 10.10 and 10.01(b), the scheduled work week shall be forty (40) hours per week and the scheduled work day shall be eight (8) hours per day exclusive of meal breaks.
- 10.01 (b) Where an employee's or group of employees' recognized regularly scheduled work week is presently below forty (40) hours per week, then the employees, group of employees, or new employees who may enter that group, shall continue to work the same number of recognized regularly scheduled hours during the term of this Agreement.
- 10.02 (a) A working schedule is a schedule of shifts for an employee or group of employees.
- 10.02 (b) Changes in the working schedule shall be made one week in advance of implementation, and changes shall be posted for notification purposes.
- 10.03 (a) Each employee shall receive a rest period of fifteen (15) consecutive minutes in the first half and in the second half of the working day, at a time to be scheduled by the permanent head.
- 10.03 (b) Where the current practice is different than in 10.03 (a), it shall continue for the term of this Agreement.
- 10.04 There shall be no split shifts, i.e., there shall be no break in shifts other than the breaks as specified in Clause 10.03 and authorized meal breaks.

- 10.05 (a) Every reasonable effort shall be made by the permanent head to grant an employee two (2) consecutive days of rest per week.
- (b) Employees working rotating shifts shall be given not less than two (2) days' notice of rescheduling of their days off. However, when such employees' days off are rescheduled with less than two (2) days' notice of the originally scheduled days off, they shall be paid double time for hours worked on the originally scheduled days off.
- (c) Provided sufficient advance notice is given, and with the approval of the permanent head, employees may exchange shifts if there is no increase in cost to the Employer.
- 10.06 An employee who is called in before the beginning of his regular shift shall not be required to leave until completion of his regular shift.
- 10.07 (a) Effective the date of signing, other than Employees whose shifts times begin and end between the hours of 0800 and 1700, employees shall be paid a premium of two dollars and thirty cents (\$2.30) per hour for each hour worked between 1600 and 0800 hours.
- (b) Effective date of signing, a Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 Sunday.
- If an employee qualifies for both differentials under (a) and (b) above, she/he shall receive both.
- 10.08 The Employer will, except where mutually agreed otherwise, give employees eight (8) clear hours between shifts, and give eight (8) clear hours rest period in any calendar day. For the purpose of this Clause, clear hours shall mean consecutive hours, and if an employee is on standby for eight (8) hours and is not called to work, then those eight (8) hours will be considered clear.
- 10.09 (a) When an employee is required to remain at his post during his meal break, then that employee shall be paid overtime for the meal break, provided that the meal break is not normally included in his regular daily hours as is the case for example with Watchperson and Boiler Plant Operators.
- (b) When an employee is recalled to work during his meal break and his meal break is not normally included in his regular daily hours of work, then the employee shall be paid overtime for the time worked during his meal break.
- 10.10 Shift employees shall not necessarily work the number of hours in a particular day which are specified in Clause 10.01, but in any event, their regular work week shall on the average be those hours specified in Clause 10.01.

- 10.11 Upon approval of the permanent head, where Memoranda of Agreement or other flexible working arrangements exist, changes to such schedules will, subject to operational requirements, not be unreasonably denied, upon a request from the majority of the employees in a headquarters area to which the MOA applies.

## **ARTICLE 11 OVERTIME**

- 11.01 Subject to Clause 10.10, overtime shall be paid at the rate of one and one-half (1½) times the hourly rate for all time worked in excess of the scheduled work week or work day as specified in Article 10.
- 11.02 (a) Overtime and callback will be distributed as evenly as possible among employees within the same classification in the same headquarters area.
- (b) The following Clauses (i) through (viii) shall be applicable to those employees who are engaged in summer and winter highway maintenance activities, including the mechanical units.
- (i) Overtime shall be distributed as evenly as possible among employees in the same classification within the same headquarters area. Summer maintenance units and winter maintenance units shall be considered two distinct headquarters areas for the purpose of the distribution of overtime. Where the equipment is kept at the employee's home, or other than a central location, the employee will be included in the equalization of overtime for the established unit.
- (ii) To determine even distribution of overtime the year shall be broken into two seasons: Winter maintenance - November 1 through April 30; and summer maintenance - May 1 through October 31.
- (iii) Employees on temporary or seasonal assignments shall be considered in the classification of assignment for the duration of the temporary or seasonal assignment when determining distribution of overtime.
- (iv) Employees hired for a portion of a season shall be entitled to an as even as possible distribution of overtime among employees in the same classification in the same headquarters area for the period of time actually worked in a classification. In such cases even distribution of overtime shall be evaluated at the end of the season or date of layoff or movement from the headquarters area, as the case may be.
- (v) Records of overtime shall be posted at least on a bi-weekly basis with overtime from the preceding period, as well as accumulated overtime for the respective season, and showing total overtime declined in the respective season, shown for each employee in each classification.

(vi) Overtime records shall indicate the dates that employees are on any type of leave.

(vii) (a) Employees shall be considered to have had an opportunity to work overtime for all hours declined, unable to be contacted (supported by written confirmation by the Employer that an attempt was made) or for periods when they are on any type of leave with or without pay, with the exception of those OH&S meetings, Provincial public service interviews and training seminars arranged by the Employer, or MOS contract negotiations. Employees who have had the opportunity to work overtime shall be charged on the basis of the average overtime actually worked by the other employees in the respective classification and headquarters area. The daily average will be the total hours worked divided by the number of employees in the classification concerned.

(b) Notwithstanding Clause (vii) (a) above, employees on annual leave, lieu of overtime, or family responsibility leave shall be considered available for overtime if they inform their immediate supervisor of their availability

(c) Employees who do not wish to work overtime will be required to notify their Supervisor in writing and will not be considered for purposes of overtime distribution. Nothing in this Clause shall prevent the Employer from requiring an employee to work overtime, but in any event, employees who regularly work overtime will be asked first.

(viii) Subject to Clause 11.02 (b)(vii), overtime shall be considered as even as possible for a season, as defined in Clause 11.02 (b)(ii), when overtime hours for each employee in a classification is within ten percent (10%) of the employee with the highest number of overtime hours for the particular classification in the headquarters area. The seasonal average shall be calculated and employees with the overtime hours below the average shall receive payment for the number of hours required to bring them to the average.

11.03 (a) The permanent head shall, upon the request of the employee, grant time off in lieu of compensation for any overtime worked. Such time off shall be granted at the rates prescribed in Clause 11.01. When time off is granted to the employee, the dates selected shall be mutually agreed upon between the employee and his immediate supervisor, and such time off would be granted within twelve (12) months of having earned same. The maximum carryover of compensatory time-off will not exceed eighty (80) hours in any calendar year.

(b) Employees shall be paid for any compensatory time-off or lieu of overtime at the end of the first full pay period immediately after a request for payment is submitted.

- 11.04 Where an employee is required to work a shift which is not contained in the working schedule that is currently in effect, then that employee shall be paid at the applicable overtime rate for all hours worked on that shift.
- 11.05 Attendance records, showing hours of overtime worked by employees and hours of overtime which were declined by employees, shall be made available to shop stewards, provided that sufficient notice is given. Nothing in this clause shall prevent the employer from requiring an employee to work overtime.
- 11.06 For the purposes of calculating hours of work for overtime purposes, the following provisions shall apply:
- (a) where equipment is kept at a central location, the employee will be deemed to be at work when he arrives at the central location;
  - (b) where the equipment is kept at the employee's home, the employee will be deemed to be at work when he leaves home;
  - (c) the opposite will apply when returning from duty.

## **ARTICLE 12 STANDBY**

- 12.01 (a) An employee required to perform standby duty shall be compensated as follows for each eight (8) hour shift:

<u>Effective Date</u>	<u>Rate</u>
Date of Signing	\$20.40 per shift

- (b) An employee required to perform standby duty shall be compensated as follows for each twelve (12) hour shift:

<u>Effective Date</u>	<u>Rate</u>
Date of Signing	\$30.60 per shift

- (c) An employee required to perform standby duty on a statutory holiday shall be compensated as follows for each eight (8) hour shift:

<u>Effective Date</u>	<u>Rate</u>
Date of Signing	\$22.60 per shift

- (d) An employee required to perform standby duty on a statutory holiday shall be compensated as follows for each twelve (12) hour shift:

<u>Effective Date</u>	<u>Rate</u>
Date of Signing	\$33.90 per shift

- 12.02 All standby duty shall be authorized and scheduled by the Employer, and no compensation shall be granted for the period of standby if the employee does not report for work when required.
- 12.03 Standby shall be assigned on a rotation basis where possible.

### **ARTICLE 13 CALLBACK**

- 13.01 An employee who is eligible for overtime and who is called back to work after he has left his place of work, shall be paid for a minimum of three (3) hours at the applicable overtime rate. When the employee is called back to work for a period in excess of three (3) hours, he shall be paid in accordance with Article 11 for the time worked.
- 13.02 Employees of Transportation and Works who work with the paint crews and who are required to remain in camp in order to work on a holiday or their day of rest and who are unable to work due to weather conditions, shall receive eight (8) hours pay at one and one-half (1½) times his hourly rate. For the purpose of this article, camp shall include any commercial accommodations while on travel status.
- 13.03 When an employee is recalled to work under the conditions described in Clause 13.01, he shall be paid the cost of transportation to and from his place of work at the appropriate kilometer rate up to a maximum of 20 kilometers each way for each callback.

### **ARTICLE 14 HOLIDAYS**

- 14.01 (a) The following shall be designated holidays:
- (i) New Year's Day
  - (ii) St. Patrick's Day
  - (iii) Good Friday
  - (iv) St. George's Day
  - (v) Commonwealth Day
  - (vi) Discovery Day
  - (vii) Memorial Day
  - (viii) Orangeman's Day
  - (ix) Labour Day
  - (x) Thanksgiving Day
  - (xi) Armistice Day
  - (xii) Christmas Day
  - (xiii) Boxing Day
  - (xiv) One (1) additional day in each year as civic holiday. The civic holiday in question shall be selected by the majority of the employees in the area.

#### 14.02 Compensation for Work on a Holiday

Where an employee is required to work on a holiday designated in 14.01, he shall be compensated in addition to the pay he would be entitled to had he not worked on the holiday as follows:

- (a) Time off with pay at the rate of time and one-half (1 ½) for each hour worked, at a time to be mutually agreed between the employee and his supervisor;
- (b) If time off is not granted on the basis of mutual agreement, within one (1) month of the scheduled holiday, the permanent head may designate when the time off is to be taken within a further one (1) month, or pay the employee at the rate of time and one-half (1½) for all hours worked on the holiday.

#### 14.03 Holiday Falling on the Day of Rest

- (a) When a calendar day designated as a holiday under Clause 14.01 coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a later date approved by the permanent head. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive one day's pay to compensate him for the holiday.
- (b) When a holiday falls on an employee's day of rest and he is required to work on such a holiday, he shall receive two (2) hours pay for each hour worked on that day in addition to his holiday pay. The employee may request time off in lieu of overtime payment provided that such time off must be granted on the basis of two (2) hours off for each hour worked within two months of incurring the overtime. If such time off cannot be given within two months and at the convenience of the employee, he shall be paid at the applicable rate.

### **ARTICLE 15 ANNUAL LEAVE**

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

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

- (b) The following provisions respecting annual leave shall apply:
  - (i) An employee may be permitted to avail of annual leave earned during the first sixty (60) days of service on a pro-rata basis.

- (ii) When an employee has had not less than sixty (60) days of service, he may anticipate annual leave to the end of the period of his authorized employment or to the end of the year concerned, whichever is the shorter period;
- (iii) When an employee becomes eligible for a greater amount of annual leave, he may be allowed in the year in which the change occurs, a portion of the additional leave for which he has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days.
- (iv) Part-time employees working more than 50% of the scheduled weekly hours of work shall be entitled to payment for annual leave in accordance with this Article on a pro-rata basis.

15.02 For the purpose of this Article, an employee who is paid full salary or wages in respect of not less than one-half (½) of the days in the first or last calendar month of his service shall, in each case, be deemed to have had a month of service.

15.03 Annual leave shall not be taken except with the prior approval of the permanent head. However, subject, to the operational requirements of the public service, the permanent head shall make every reasonable effort to grant the employee his annual leave at a time requested by the employee.

15.04 Vacation periods, once approved by the permanent head, will be changed only in the event of an extreme emergency or by mutual agreement between the employee and permanent head.

15.05 In respect of leave which may be carried forward to subsequent years, the following shall apply:

- (a) Annual leave accruing pursuant to Regulation 5 of the Civil Service Leave Regulations, 1960, to an employee appointed before the date of the coming into force of the Public Service (Leave) Order shall continue to accrue to his credit and it may, subject to Clauses 15.03 and 15.04, be taken by him at any time in addition to his current annual leave and annual leave accumulated by him pursuant to sub-clause (b) hereof.
- (b) An employee may carry forward to another year any proportion of annual leave not taken by him in previous years until, by so doing, he has accumulated a maximum of:
  - (i) twenty (20) days annual leave, if he is eligible for fifteen (15) or twenty (20) days in any year;
  - (ii) twenty-five (25) days annual leave, if he is eligible for twenty-five (25) days in any year.

Each of the above accumulations is in addition to his current annual leave and annual leave accruing to him pursuant to sub-clause (a) hereof. However, consideration will be given to allowing employees to carry forward more than the aforementioned maximum where such employees were prevented from taking annual leave as a result of being on extended sick leave or Workplace Health, Safety and Compensation Commission benefits.

- (c) Subject to Clauses 15.03 and 15.04, the annual leave accumulated by an employee pursuant to sub-clause (b) hereof may be taken by him at any time in addition to his current annual leave and annual leave accruing to him pursuant to sub-clause (a) hereof.
- 15.06 Subject to Clause 15.07, an employee who has entered upon annual leave may not change the status of his absence to any other type of leave except bereavement leave until he has used up all his current annual leave (exclusive of leave carried forward from previous years).
- 15.07 (a) An employee who qualified for any sick leave under Article 16 while on vacation may change the status of his leave to sick leave effective the date of notification to the Employer, provided that the employee submits a medical certificate(s) signed by a qualified medical practitioner and acceptable to the permanent head. Such certificate(s) shall be submitted:
- (i) by the date the employee's approved annual leave period expires; and
  - (ii) where the period of illness is to extend beyond the expiration of the approved annual leave period, at such intervals as the permanent head may require.
- (b) In the case of an employee who is admitted to hospital while on annual leave, he may change the status of his leave to sick leave with effect from the date he was admitted to hospital.
- (c) The period of vacation so displaced in Clause 15.07 (a) and (b) shall be reinstated for use at a later date to be mutually agreed.
- 15.08 Subject to 15.02, in an incomplete year before resignation or retirement, an employee may receive a proportionate part of his annual leave for that year.
- 15.09 Sick leave awarded immediately prior to disability retirement, and periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for annual leave purposes, and the employee's period of service shall be noted accordingly.

15.10 For the purpose of this Article, employees who are reappointed to a position in a Government department after layoff or termination may have service prior to layoff or termination credited to them provided that such prior service is pensionable in accordance with existing legislation.

15.11 Annual Leave Pay

An employee who is authorized by his permanent head to proceed on annual leave and who requests annual leave pay, in writing, not less than six (6) weeks prior to the pay day immediately preceding the commencement of his annual leave period, shall receive his pay cheque(s) which normally would be issued during such period of annual leave on the last pay day immediately preceding the commencement of his annual leave period, provided that such annual leave is of two (2) weeks or longer duration.

15.12 Where vacation relief is required, as determined by the Employer, and qualified employees within the Department and within the headquarters area are available, then the Employer shall give such employees the opportunity to relieve in higher paying positions, provided that no additional overtime costs are incurred as a direct result.

15.13 (a) Subject to Clause 15.05, employees who are laid off may leave current, accumulated and accrued annual leave with the Employer to be taken at a later date.

(b) Seasonal and temporary employees, upon employment shall be given an option with respect to annual leave as follows:

(i) Subject to Clause 15.05, to carry over any unused annual leave which he may have to his credit at the end of his employment period;

(ii) To receive payment for annual leave on a regular basis throughout his employment period; or

(iii) To receive payment for annual leave at the end of the employee's employment term.

The choice provided in accordance with clause 15.13 (b) must be made immediately upon employment. It shall be the Employer's responsibility to acquire the employee's choice in writing upon re-hire.

15.14 Military Service shall be recognized for annual leave purposes in accordance with The War Service (Pensions) Act.

15.15 (a) Where an employee's approved annual leave is cancelled by the permanent head and as a result would otherwise forfeit annual leave, the employee shall be permitted to carry over sufficient annual leave to avoid forfeiture.

- (b) Employees in the Department, in consultation with their supervisor, shall determine the method of selecting vacation dates. In the event that majority agreement cannot be reached, preference in vacations shall be regulated according to a rotation plan. The initial placing of employees in the rotation plan will be in accordance with seniority, thereafter, the rotation will proceed without regard to seniority.

**ARTICLE 16**  
**SICK LEAVE**

- 16.01 (a) The number of days of sick leave with full pay which may be awarded to an employee, other than a part-time employee, at any time shall not exceed the figure obtained by multiplying his total months of service by two (2) and subtracting therefrom the number of working days of sick leave previously awarded to him, provided that the maximum number of working days of sick leave with full pay which may be awarded to an employee during any period of two hundred and forty (240) months of service shall not exceed four hundred and eighty (480) days in the aggregate.
- (b) Notwithstanding Clause 16.01(a), the number of days of sick leave with full pay which may be awarded to an employee hired after May 4, 2004, other than a part-time employee, at any time shall not exceed the figure obtained by multiplying his total months of service by one (1) and subtracting therefrom the number of working days of sick leave previously awarded to him, provided that the maximum number of working days of sick leave with full pay which may be awarded to an employee during any period of two hundred and forty (240) months of service shall not exceed two hundred and forty (240) days in the aggregate.
- 16.02 (a) Periods of sick leave with full or half pay awarded to an employee prior to April 1st, 1967 shall not be taken into account in calculating the amount of sick leave with full pay which may be awarded to him pursuant to this Article.
- (b) Employees on special leave without pay shall continue to accumulate seniority except where they would have been otherwise laid off.
- 16.03 For the purposes of Clause 16.01, an employee who receives full salary or wages in respect of not less than one-half ( $\frac{1}{2}$ ) of the working days in the first or last calendar month of his service, computed in full or half days shall, in each case, be deemed to have had a month of service.
- 16.04 (a) Subject to Clause 16.05, when an employee has reached the maximum of the sick leave which may be awarded him in accordance with this Article, he shall at his option, if he is still unfit to return to duty, proceed on annual leave (including current, accumulated and accrued leave) if he is eligible to receive such leave, or if not, on special leave without pay.

- (b) Employees on special leave without pay shall continue to accumulate seniority except where they would have been otherwise laid off.
- 16.05 Where, in the opinion of the permanent head, it is unlikely that an employee will be able to return to duty after the expiration of his accumulated sick leave, he may be required by the permanent head to undergo a medical examination. If it appears from such examination that, in the opinion of a Medical Doctor in the Department of Health, it is unlikely that the employee will be able to return to duty, the employee may be retired effective when his accumulated sick leave has expired or at retirement age, and paid such pension award as he may be eligible to receive, and the employee shall be given notice in accordance with Article 22.
- 16.06
  - (a) The permanent head may require an employee to submit a medical certificate during any period that an employee is on sick leave. In any event, sick leave in excess of three (3) consecutive working days at any time or six (6) working days in the aggregate in any year shall not be awarded to an employee unless he has submitted in respect thereof a medical certificate prior to or immediately upon his return to work, which is satisfactory to the permanent head of the Department concerned.
  - (b) Medical certificates, as stipulated in Article 16.06 (a), shall be signed by a doctor, an attending doctor's secretary, a laboratory and x-ray technician, or by an attending nurse in areas where no physician is available.
- 16.07 Sick leave awarded immediately prior to disability retirement and periods of special leave without pay in excess of twenty (20) working days in the aggregate in any year shall not be reckoned for sick leave purposes, and the employees' record of service shall be noted accordingly.
- 16.08 A list will be posted each April showing the amount of unused sick leave that an employee has to his credit.
- 16.09 Sick leave shall not be granted to an employee who is on maternity leave or any other type of leave without pay.
- 16.10
  - (a) Subject to Clauses 16.01 and 16.06, a temporary or probationary employee who has less than twelve (12) months of service may be awarded sick leave with full pay on a pro-rata basis.
  - (b) Where a temporary or probationary employee is granted sick leave in excess of that earned in accordance with Clause 16.01 and the employee resigns or is terminated, the Employer reserves the right to recover an amount equivalent to the excessive leave granted.

**ARTICLE 17**  
**MATERNITY LEAVE/ADOPTION LEAVE/PARENTAL LEAVE**

- 17.01 (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
- (b) An employee is entitled to a maximum of fifty-two (52) weeks leave under this Clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave. Employees on special leave without pay shall continue to accumulate seniority except where they would have been otherwise laid off.
- 17.02 (a) An employee may return to duty after giving his/her Permanent Head two (2) weeks notice of his/her intention to do so.
- (b) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- 17.03 (a) Periods of leave up to fifty-two (52) weeks shall count for seniority purposes, annual leave, sick leave, severance pay and step progression.
- Periods of maternity leave dating back to April 1st, 1971 shall be recognized for seniority, subject to any loss of seniority provisions which may have been in effect since that time.
- (b) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of fifty-two (52) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- 17.04 An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy or the birth of the child.
- 17.05 The Government will endeavour to provide child care services for its employees wherever possible.
- 17.06 While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through their Human Resource Division.
- 17.07 An employee returning from maternity leave may be exempt from standby and callback until the child is six (6) months old provided that other qualified employees in her work area are available.

**ARTICLE 18**  
**SPECIAL LEAVE**

18.01 Family Responsibility Leave

Subject to the approval of the permanent head, an employee shall be granted special leave with pay not exceeding three (3) days a year to attend to the temporary care of a sick family member; needs related to the birth of the employee's child; medical or dental appointments for dependent family members; meetings with school authorities or adoption agencies; needs related to the adoption of a child; or home or family emergencies.

18.02 (a) With the approval of the permanent head, special leave without pay may be granted in exceptional circumstances to an employee, provided that the employee has no current, accrued or accumulated leave available to him.

(b) Employees on special leave without pay shall continue to accumulate seniority except where they would have been otherwise laid off.

18.03 Notwithstanding other Articles of this agreement, periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for seniority purposes.

18.04 Unpaid Leave

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

18.05 Extended Unpaid Leave

Upon written request, an employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled to up to a maximum of twelve (12) months unpaid leave for each two (2) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. In any event the maximum seniority which an employee may accrue under this Clause is one (1) year. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks. An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside a bargaining unit.

**ARTICLE 19**  
**LEAVE - GENERAL**

- 19.01 (i) An employee with a governmental or quasi-government board or commission created by statute or established by the Lieutenant- Governor in Council or with a hospital not operated by Government who transfers from such board, commission or hospital without break or with a break of less than thirty (30) calendar days, shall be permitted to transfer the annual leave and sick leave remaining to his credit.
- (ii) Portability of Benefits  
Employees who are accepted for employment from another Employer or same Employer covered by Schedule H within one hundred and twenty (120) calendar days of resignation shall retain portability respecting:
- (i) accumulated sick leave credits;
  - (ii) accumulated annual leave entitlements; and
  - (iii) service for severance pay.

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

- 19.02 In the event that an employee's service is extended beyond the statutory retirement age, he shall continue to be eligible during such period of extension for the same leave awards as were available to him prior to attaining the age of retirement, and such extended service shall be eligible for inclusion in the calculation of the employee's leave awards under this Agreement.
- 19.03 In the event that an employee is, with the approval of the Lieutenant-Governor in Council, seconded for duty outside the Government of Newfoundland and Labrador, the period of his secondment shall be deemed to be service within the meaning and intent of this Agreement.
- 19.04 (a) The Employer shall grant leave with pay to an employee who serves as a juror or who is required to attend jury selection.
- (b) 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 on matters related to his/her employment with the Employer provided that the Employer is satisfied that the employee acted within the scope of his/her employment.

**ARTICLE 20**  
**BEREAVEMENT LEAVE**

- 20.01 Subject to Clause 20.02, an employee shall be entitled to bereavement leave with pay as follows:
- (a) In case of the death of an employee's mother, father, legal guardian, brother, sister, child, spouse, common-law spouse, grandmother, grandfather, grandchild, mother-in-

law, father-in-law, or near relative living in same household, three (3) consecutive working days during the time of bereavement.

- (b) In the case of his son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) day during the time of bereavement.
- 20.02 If the death of a relative referred to in Clause 20.01 (a) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) consecutive working days for the purpose of attending the funeral.
- 20.03 In cases where extraordinary circumstances prevail, the permanent head may, at his discretion, grant special leave for bereavement up to a maximum of two (2) consecutive working days in addition to that provided in Clauses 20.01 and 20.02.
- 20.04 If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.
- 20.05 For the purpose of this Article, spouse means an employee's husband or wife, including a common-law or same sex partner with whom the employee has lived with for more than one year.

## **ARTICLE 21 TIME OFF FOR ASSOCIATION BUSINESS**

- 21.01 Upon written request by the Association to the permanent head, and with the approval in writing of the permanent head, leave with pay shall be awarded to an employee as follows:
- (a) In the case of an employee who is a member of the Provincial Board of Directors of the Association or an elected delegate of a recognized unit of the Association and who is required to attend the Biennial Convention of the Association, the Newfoundland and Labrador Federation of Labour and Component Conventions within the Province, leave with pay not exceeding three (3) days in any year for each of the above Conventions, except that where a Component Convention and the Biennial Convention are held in the same year, leave with pay not exceeding two (2) days may be awarded for the purpose of attending the Component Convention.
  - (b) In the case of an employee who is a member of the Provincial Board of Directors of the Association and who is required to attend meetings of the Association within the Province, leave with pay not exceeding three (3) days in any year.
  - (c) In the case of an employee who is a member of the Provincial Executive of the Association and who is required to attend meetings of the Association within the Province, leave with pay not exceeding three (3) days in any year.

- (d) In the case of an employee who is a member of the Provincial Board of Directors of the Association or a delegated representative and who may wish to attend meetings of the C.L.C. or N.U.P.G.E., leave with pay not exceeding five (5) days in any one year. The permanent head may grant additional leave without pay for this purpose.
  - (e) Subject to the approval of the permanent head, additional leave without pay may be granted for attending to Association business. Employees will accrue seniority during such period of absence.
- 21.02 With the approval of the permanent head, leave with pay shall be awarded to employees who are members of negotiating committees while they are attending actual negotiating sessions on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit. The Association shall notify the permanent head of the employees affected prior to the commencement of negotiations and employees shall in all instances give prior notice of absences from work to their immediate supervisors and such notice shall be given as far in advance as possible.
- 21.03 (a) The Employer may grant, on written request, leave of absence without pay for a period not exceeding one (1) year for an employee selected for a full-time position with the Association, without the loss of accrued benefits. Employees may not accrue any benefits, other than seniority, during such period of absence. Such leave may be renewed each year, upon written request.
- (b) The Employer shall grant, upon written request, a leave of absence without pay to an employee who has been elected to a full time position with the Union or the Affiliate, without loss of accrued benefits. The leave of absence shall be for the full duration of the elected position and the employee shall continue to accumulate seniority.
- 21.04 In the case of a resident employee of Labrador who is a member of the Provincial Board of Directors of the Association, one (1) additional day with pay may be granted for the purpose of travel between Labrador and the Island, to attend the meetings and conventions referred to in Clauses 21.01 (a), (b), and (d) above.

## **ARTICLE 22 TERMINATION**

- 22.01 Subject to Clause 22.09, upon termination of service for any cause other than dismissal:
- (a) An employee shall receive the pay for all current annual leave not taken by him prior to the date of termination of his services plus pay for his accumulated and accrued annual leave up to a maximum of twenty (20) days, or if entitled under sub-clause 15.05(b)(ii), to a maximum of twenty-five (25) days, not taken by him prior to the date of termination of his service; or

- (b) The employee shall receive four per cent (4%) of the salary (excluding overtime) earned by him on completion of each twelve (12) months of employment or on the termination of his employment, whichever is the shorter period. This provision shall apply only in cases where the calculations of annual leave entitlement under Article 15 and paragraph (a) above yields less than four per cent (4%) of the salary (excluding overtime) earned by the employee in the period.
- 22.02 The Employer will endeavour to make all monies owing to the employee available to the employee on the termination date of his employment.
- 22.03 Except in the case of dismissal for cause, thirty (30) calendar days' notice, in writing, shall be given to permanent employees who are to be laid off or whose services are to be terminated. If such notice is not given, a sum equal to one month's salary will be paid to such employees in lieu of notice. In the event of layoffs, employees shall be laid off in accordance with Article 28 - Seniority.
- 22.04 Except in the case of dismissal for just cause, ten (10) calendar days' notice, in writing, will be given temporary, part-time and seasonal employees who are to be laid off or whose services are to be terminated, provided that such employees are not hired for a specified time period. If appropriate notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- 22.05 Permanent employees shall give the permanent head thirty (30) calendar days' written notice, and seasonal, temporary and part-time employees shall give ten (10) calendar days written notice of intention to terminate employment.
- 22.06 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.
- 22.07 The period of notice may be reduced or eliminated by mutual agreement.
- 22.08 When an employee is to be pensioned for health reasons, he shall be given notice in accordance with this Article.
- 22.09 Where an employee fails to give notice as stipulated in Clause 22.05 of this Article, the Employer reserves the right to withhold payment for any annual leave in excess of that prescribed by the Labour Standards Act, 1977, provided that in no case shall the penalty exceed the number of days by which the period of notice was reduced.
- 22.10 An employee will receive his separation certificate within five (5) days of the date of termination of employment.
- 22.11 Notwithstanding the other provisions of this Article, in cases where an employee has received notice of layoff, and the Employer determines that the employee's services are required beyond the effective date of the layoff notice for a period not to exceed twenty (20)

days, then no further notice of layoff is required; however, the employee shall be guaranteed work on a weekly basis, i.e. five (5) days at a time.

- 22.12 (a) Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of being bumped by a redundant permanent employee, and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment, as per Schedule G. Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly. Employees who are re-employed with any Employer covered by the coalition negotiations shall be required to pay back part of any severance pay/pay in lieu of notice they received. The amount they have to pay back shall be based on the length of time they have been out of the employment from the Employer covered by the coalition negotiations. The amount repaid will be based on the net amount received by the employee and/or the amount paid to a financial institution on behalf of an employee.
- (b) Permanent employees whose positions are declared redundant and who are able to bump or who can be placed in other employment may elect to voluntarily terminate their employment. In such cases, permanent employees shall receive redundancy pay in accordance with Clause 22.12. Permanent employees who avail of this option shall have no recall or bumping rights and will forfeit all seniority.
- (c) Subject to approval by the Permanent Head, a permanent employee whose position is declared redundant may transfer his redundancy, in accordance with Schedule G, to another permanent employee. It is understood that an employee who voluntarily terminates his employment in place of another shall not have recall or bumping rights and shall forfeit all seniority.
- 22.13 A permanent employee who accepts alternate employment with the Employer, as a result of his/her position being abolished, may have the option to return to his former classification and Department within two (2) years of accepting such employment, provided a vacancy exists. It shall be the responsibility of the employee to inform the Employer in writing of his desire to return to his former classification. Once this option is exercised, the employee shall forfeit any further right to return to the position to which he/she had accepted as a result of his/her previous position being abolished.

### **ARTICLE 23 TEMPORARY ASSIGNMENT**

- 23.01 Temporary assignment means the assignment of an employee by the permanent head to a classification outside his regular classification on an interim basis:

- (a) during the absence of the regular employee for any reason;
  - (b) where a position becomes vacant or a new position is created before a regular employee has been named; or
  - (c) for the purpose of performing short-term work of lower classification, of the type not covered by (a) or (b) above, provided that where the period of temporary assignment is to exceed more than five (5) consecutive days, the Employer will, in accordance with clause 28.04 (b), recall the employee within the Department and headquarters area (or respective region or district for departments other than Transportation), who is on layoff status and whose regular classification is the same as the one to be occupied.
- 23.02 With respect to vacancies of the type referred to in Clause 23.01 (b), after the Employer has determined that the position will be filled, then the vacancy shall be posted within one (1) month and every reasonable effort will be made to fill these positions within one (1) month after posting of the position.
- 23.03 (a) An employee who is on temporary assignment to a position carrying a higher rate than the position he held prior to the temporary assignment shall be reimbursed in accordance with Article 30 - Promotion, provided that on subsequent temporary assignments to an identical classification, the employee shall be reimbursed at the rate he would have received had he remained in the temporary assignment.
- (b) An employee on temporary assignment to a lower classification shall retain his regular rate with appropriate salary adjustments which may have been awarded during the temporary assignment.
- 23.04 (a) A temporary assignment shall cease when the former employee of the position returns to duty, when a person has been appointed to the position in accordance with Clause 23.02, or when an employee has been recalled in accordance with Clause 23.01 (c), and the employee shall be returned to his former position and salary with appropriate adjustments made for any salary increases and step progression in the interim.
- (b) Wherever possible, an employee on temporary assignment who is subsequently temporarily or seasonally assigned to a higher classified position may return to the classification which they left provided such an assignment continues to exist and that the employee is senior to the employee currently occupying that position.
- 23.05 Subject to Clause 23.01 (a), a seasonal position may not be filled for an entire season on temporary assignment.
- 23.06 All temporary assignments shall be in writing to the employee stating the nature of the assignment.

- 23.07 (a) Subject to Clause 23.01(c), all temporary assignments to a higher paid classification shall be on a basis of seniority within the Department and headquarters area, provided that the senior employee meets the required standards for the position and is capable of performing the work.
- (b) The senior employee referred to in 23.07(a) above, shall be placed on trial for a period of one month or the length of the temporary assignment, whichever is the lesser period. Conditional on satisfactory service of a total of one month in such temporary assignment(s), the Employer will confirm the employee's ability to serve in such assignments. In the event that the senior employee proves unsatisfactory in the position during this time period, or if the employee is unable to perform the duties of the position, he shall be returned to his former position.
- 23.08 (a) No employee shall be temporarily assigned outside the bargaining unit without his consent. An employee who is temporarily assigned outside the bargaining unit may return to the bargaining unit subject to giving the Employer two (2) weeks' notice.
- (b) 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.
- (c) Employees who are temporarily assigned outside the bargaining unit shall continue to pay union dues.
- (d) Notwithstanding Clause 23.08 (a), (b), and (c), in the event that an employee is temporarily assigned outside the bargaining unit, he will not accrue seniority during any period when he would normally have been laid off.

## **ARTICLE 24**

### **SEASONAL ASSIGNMENTS**

- 24.01 Seasonal assignment means the periodic reassignment of an employee by the permanent head to a position which is of a seasonal nature and which may be higher or lower in classification than an employee's regular position.
- 24.02 (a) An employee who is on seasonal assignment to a position carrying a higher rate than the position he held prior to the seasonal assignment shall be reimbursed in accordance with Article 30 - Promotion - provided that on subsequent yearly seasonal assignments to an identical classification, the employee shall be reimbursed at the rate he would have received had he remained in the seasonal assignment.
- (b) When a seasonal assignment ceases, the employee shall be returned to his regular position and rate with appropriate adjustments made for any salary increases, including step progression, awarded in the interim.

- (c) Wherever possible, an employee on seasonal assignment who is subsequently temporarily or seasonally assigned to a higher classified position may return to the classification which they left provided such an assignment continues to exist and that the employee is senior to the employee currently occupying that position.
- 24.03 An employee who is on seasonal assignment to a position carrying a lower rate than the rate he held prior to the seasonal assignment shall retain his existing rate with appropriate salary adjustments, including step progression, made which may have been awarded during the seasonal assignment.
- 24.04 (a) All seasonal assignments to a higher paid classification shall be on the basis of seniority in the Department and headquarters area, provided that the senior employee meets the required standards for the position and is capable of performing the work.
- (b) The senior employee referred to in 24.04 (a) above, shall be placed on trial for a period of one (1) month or the length of the seasonal assignment, whichever is the lesser period. Conditional on satisfactory service of a total of one (1) month in such seasonal assignment(s), the Employer will confirm the employee's ability to serve in such assignments. In the event that the senior employee proves unsatisfactory in the position during this time period, or if the employee is unable to perform the duties of the position, he shall be returned to his former position.
- 24.05 (a) No employee shall be seasonally assigned outside the bargaining unit without his consent. An employee who is seasonally assigned outside the bargaining unit may return to the bargaining unit subject to giving the Employer two (2) weeks' notice.
- (b) Employees who are seasonally 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.
- (c) Employees who are seasonally assigned outside the bargaining unit shall continue to pay union dues.
- (d) Notwithstanding Clause 24.05 (a), (b), and (c), in the event that an employee is seasonally assigned outside the bargaining unit, he will not accrue seniority during any period when he would normally have been laid off.

## **ARTICLE 25 CONTRACTING OUT**

- 25.01 The Employer shall continue present practice of providing continued employment for employees who would otherwise become redundant where the work is contracted out and the Employer will endeavour to maintain the existing benefits applicable to such employees.

- 25.02 The Employer will give the Union two (2) months' notice of its intention to contract out work.

## **ARTICLE 26 INJURY ON DUTY**

- 26.01 (a) Subject to 26.02, an employee who is unable to perform his/her duties because of a personal injury received in the performance of his/her duties shall report the matter to his supervisor and the employee shall be placed on Injury on Duty Leave with pay as per Clause 26.01(b) pending settlement of the insurable claim. While on Injury on Duty Leave, employees shall receive the benefits of the collective agreement, subject to necessary adjustments.
- (b) For the purposes of this Article, Injury on Duty Leave pay is the amount that would be determined by the Workplace Health, Safety and Compensation Commission in accordance with the Workplace Health, Safety and Compensation Act.
- (c) Employees who are placed on Injury on Duty Leave shall be permitted to file a revised TD-1 with the Employer.
- 26.02 (a) An employee who is injured on duty shall submit a written report, using the "Worker's Report of Accident" form prescribed by the Workplace Health, Safety and Compensation Commission, to his supervisor.
- (b) Such leave shall not be granted when it has been determined by the Employer that the injury was received because the employee did not exercise reasonable care and attention. It shall be the responsibility of the Employer to produce proof that the injury was not incurred during the performance of his duties or that he did not exercise reasonable care and attention. In such cases, an employee may submit a grievance in the first instance at Level II of Clause 8.03 of this Agreement.
- 26.03 Where the Workplace Health, Safety and Compensation Commission informs the permanent head that it considers the employee is unable to perform his duties because of an injury on duty, the employee shall continue on Injury on Duty Leave subject to regular reports from the Workplace Health, Safety and Compensation Commission, until such time as the Workplace Health, Safety and Compensation Commission considers the employee is able to return to work or that he is prevented from returning to work because of a permanent disability. Failure of the employee to provide the Workplace Health, Safety and Compensation Commission with medical reports when requested may result in the employee being placed on Special Leave Without Pay.
- 26.04 Injury on Duty Leave pay will cease when employees return to full-time work with the clearance of a medical practitioner or a disability award is made.

26.05 In the event that an employee becomes:

- (a) permanently disabled; or
- (b) incurs a recurring disability

as a result of an injury received in the line of duty, the case shall be submitted to the permanent head for determination of the benefits which may be due to the employee. In any case, the benefits shall not be less than those due had the employee been covered under the Workplace Health, Safety and Compensation Act.

An employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission after the date of signing of this agreement shall no longer accumulate benefits under this agreement but shall have their position with the employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the *Human Rights Act*.

26.06 In the event that an employee dies as a result of an injury received in the performance of his duties, his estate shall receive all death benefits that he would have received had the employee been covered under the Workplace Health, Safety and Compensation Act.

26.07 In the event that an employee is placed on Injury on Duty Leave pay and/or leave in accordance with the Workplace Health, Safety and Compensation Act as a result of an injury received on duty, he/she will not accrue seniority during any period when he/she would normally have been laid off.

26.08 Notwithstanding the provisions of 26.01, employees of the C.A. Pippy Park Commission who are injured on the job shall be covered by the Workplace Health, Safety and Compensation Act. Pending a settlement of the insurable claim, the employee shall continue to receive injury on duty leave pay and benefits of this agreement, subject to necessary adjustments.

26.09 (a) An employee confirmed as being unable to perform the regular duties of his classification as a result of injury on duty will be employed in other work he can do provided a suitable vacancy is available and provided that the employee is qualified and able to perform the duties required. Where a suitable vacancy is available, the rate for the new position shall apply.

- (b) Where the Employer determines that a suitable vacancy is not available, the incapacitated employee retains the right to bump a less senior employee in another classification. Where an incapacitated employee advised the Employer of his intention to bump, he will be deemed to have been given notice of layoff, effective from the date he was confirmed as being unable to perform the regular duties of his classification. Accordingly, the right to displace a less senior employee in another classification shall be exercised as per the provisions of Clause 28.04(c).

- (c) An employee who accepts alternate employment with the Employer, as a result of injury on duty, may have the option to return to his former classification within two (2) years of accepting alternate employment, subject to the provision of a medical certificate satisfactory to the permanent head, provided a vacancy exists and the employee indicates his intention to return. It shall be the responsibility of the employee to inform the Employer in writing of his desire to return to his former classification.

## ARTICLE 27 PROTECTIVE CLOTHING

- 27.01 (a) Where such is required by the Employer in accordance with safety regulations, protective clothing, safety hats and other safety equipment, such as goggles, aprons and gloves shall be provided free of charge.
- (b) Employees who are required to wear safety boots in accordance with safety regulations will be provided with a safety boot allowance of \$100.00 for the purpose of purchasing such footwear. This allowance will be paid for each twelve (12) months of service an employee has with the Department, or every third season, whichever is sooner, for seasonal employees.

Employees who presently have a pair of safety boots which were supplied by the Employer will receive the allowance described above at the time the employees accumulate twelve (12) months of service from the date these boots were issued, or three seasons, whichever is sooner, in the case of seasonal employees.

- 27.02 (a) Where uniforms, protective clothing or clothing allowances are currently being provided by the Employer, the present practice shall be continued.
- (b) For Watchpersons, Security Guards, Building Security Control Technicians, Radio Maintenance Technicians, Chauffeurs, Weighscale Inspectors, and Maintenance Repairers, where the Employer requires the wearing of uniforms, the following items will be issued free of charge to permanent employees:

<u>Item</u>	<u>Issue</u>	<u>Frequency</u>	
(i)	Cap	1	As per Note 1
(ii)	Shirts	3	Annually
(iii)	Tie	1	Annually
(iv)	Tunic (or jacket)	1	As per Note 1
(v)	Pants	2 pairs	As per Note 1
(vi)	Socks	3 pairs	Annually
(vii)	Coveralls	1 pair	As per Note 2
(viii)	Rainwear	1 suit	As per Note 2
(ix)	Parka	1	As per Note 2
(x)	Snowpants	1 pair	As per Note 3
(xi)	Belt	1	As per Note 1

Note 1: These items may be replaced at any time if deemed necessary by the Employer upon inspection.

Note 2: These items should be issued to employees who are required to work outdoors on a regular basis. These may be replaced at any time if deemed necessary by the Employer upon inspection.

Note 3: This item would be issued to employees who are required to operate or travel on open vehicles, e.g., snowmobiles in winter, and may be replaced at any time if deemed necessary by the Employer upon inspection.

(c) If an item is not returned for inspection as required under 27.02 (b) the employee will be required to pay full replacement cost.

27.03 The Employer will reimburse Heavy Equipment Technicians, Automotive Technicians, Welders, Machinists, Carpenters, Apprentices, Automotive Service Repairers, Equipment Operators, Storekeepers, Automotive Body Repairers, Gardeners, Labourers, Stock handlers, Plumbers, Painters/Plasterers and Electricians for the cost of coveralls to a maximum of \$40 per year upon presentation of suitable invoices.

## **ARTICLE 28 SENIORITY**

28.01 (a) Definition of Seniority

(i) For the purpose of this Article, an employee shall mean a person employed in the Public Service of the Province of Newfoundland and Labrador as defined in Schedule 'C'. Subject to Clauses 23.08 (b), 24.05 (b), and 28.05, seniority shall mean the total length of service in the Public Service as defined in Schedule 'C' in a position on the MOS pay scale.

(ii) Nothing in this Collective Agreement prevents the Employer from opening or closing Headquarters Units/ Depots within the Department of Transportation and Works or assigning responsibility for work in those areas to another unit. However, Units/ Depots, for the purposes of Seniority Lists, cannot be combined. An Employee's Headquarters Area will not change as a result of a Unit/ Depot Closure.

(b) Application of Seniority

When an employee enters a new classification, he carries his seniority with him. In cases of temporary or seasonal assignment, the period of service while on temporary or seasonal assignment shall be credited to the employee as if he was working in his regular classification. However, the period of service worked in the temporarily or seasonally assigned classification will be recorded by the Department concerned.

- (c) If an employee is successful in obtaining a seasonal or temporary position in a classification which has been posted under Clause 28.02, then the employee may revert to his former position and the period of service while in the position will be credited to the employee as if he were working in his regular classification. The above shall not apply when an employee is replacing another bargaining unit employee on any form of leave provided in this Collective Agreement. In such instances, an employee shall revert to his former position and the period of service while in that position will be credited to the employee as if he were working in his regular classification.
- (d) A permanent employee who obtains a temporary or seasonal position shall retain his/her permanent status.
- (e) An employee who is appointed to a position outside the bargaining unit shall retain his seniority up to the date of leaving the bargaining unit but shall not accumulate any further seniority. Subject to clause 28.05 (e), should the employee return to his position within the bargaining unit he will continue to accumulate seniority from the date he assumes the position, which shall be added to his previous seniority accumulation.

Employees temporarily or seasonally appointed outside the bargaining unit shall continue to pay union dues.

- 28.02 (a) Where the Employer determines that a vacancy in a bargaining unit position is to be filled, the Employer shall post notice of the competition for at least seven (7) calendar days in readily accessible places.
  - (b) All vacancies identified in accordance with Clause 28.02(a), will be posted within the public service prior to outside applicants being considered, except where, in the opinion of the Public Service Commission, it is not in the public interest to comply with this provision.
  - (c) The notice of posting shall contain the following information: classification title, summary of duties, minimum qualifications of the position, and the applicable wage rate or range.
  - (d) Upon commencing employment with the Employer, an individual will be provided with a description of his duties and responsibilities, starting salary and classification.
- 28.03 Whereas the parties recognize:
- (a) opportunity for promotion should increase with length of service;
  - (b) the parties therefore agree that, in evaluating candidates who have been recommended by the Public Service Commission for promotion, the permanent head shall consider three criteria: qualifications, ability and seniority;

(c) where the recommended candidates are evaluated as being relatively equal, the senior recommended candidate shall be selected for appointment.

(d) Trial Period

An employee who has completed his probationary period and is promoted, voluntarily demoted, or voluntarily transferred within the bargaining unit shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of two (2) months. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate, without loss of seniority. The parties may mutually agree, in writing, to extend the trial period. Where the Employer and Union agree, the employee may revert to his former position prior to the completion of the trial period.

28.04 (a) Layoff Procedure

Where a Department determines that a layoff is required within a headquarters area (each employee shall be notified of his headquarters area), the employees, in the Department and headquarters area, and classification affected by the layoff, who have the least seniority, shall be the first employees laid off, provided that the employees who would be retained in accordance with this procedure are qualified and able to perform the duties required.

(i) In effecting layoffs where more than one employee has equal seniority, the selected employee will be determined by the Union. In any case, this decision will be communicated to the Employer during the period of notice to the respective employees.

(b) Recall Procedure

Where a Department determines that a recall is required within a headquarters area (an employee's headquarters area, for the purpose of recall, shall be the headquarters area from which he was laid off), the employees, in the Department and headquarters area, and classification affected by the recall, who have the most seniority, shall be the first employees recalled, provided that the employees who would be recalled in accordance with this procedure are qualified and able to perform the duties required.

(i) In effecting recalls where more than one employee has equal seniority, the selected employee will be determined by the Union. This decision shall be communicated to the Employer before the recall occurs.

(ii) In the event that a more senior employee is in layoff status while a less senior employee in the same classification and headquarters area was retained due to temporary or seasonal assignment, the senior employee in layoff status will be recalled upon the completion of the temporary or seasonal assignment,

provided the employee's services are required. In this circumstance, the normal notice period, in accordance with Article 22.03 or 22.04, will not be applicable. Temporarily or seasonally assigned employees who return to their regular position and who are subject to layoff shall have the option to exercise their bumping rights in accordance with Article 28.04 (c).

(c) Bumping Procedure

- (i) An employee who is to be laid off in accordance with 28.04 (a) or who is not recalled when a recall occurs within his Region, shall have the option to bump, provided the employee retained or recalled in accordance with this procedure is qualified and able to perform the duties required, as follows:
  - a) he may elect to bump a less senior employee within his Department and within his unit (as defined by the Department) who has the least seniority in a classification covered by this Agreement; or
  - b) he/she may elect in the first instance to bump a less senior employee within a unit of his/her choice and within his/her Department and within his/her Region who has the least seniority in a classification covered by this Agreement.
- (ii) The employee who is bumped in accordance with this procedure shall be deemed to have been given notice of layoff with effect from the date that the employee who bumped him was given notice of layoff.
- (iii) For the purpose of retaining seniority an employee who is bumped from a recall in accordance with this procedure shall be deemed to have been recalled. The unexpired portion of the ten (10) days available for bumping during a recall is applicable for further bumping.
- (iv) An employee who changes his classification as a result of this procedure shall be paid at the same step on the scale for his new classification as he was being paid in his previous classification.
- (v) An employee may change his headquarters area and/or his classification as a result of his exercising his bumping rights under this sub-clause 28.04 (c). For the purposes of recall, the Department will be required to recall the employee as if he did not exercise his bumping rights. For the purposes of layoff, the Department will be required to issue notice of layoff to the employee in accordance with the classification and headquarters area in which he is currently employed.
- (vi) An employee who chooses to bump another employee in accordance with this procedure, must exercise that right in writing either before the date he would otherwise be laid off (excluding cases where payment in lieu of notice is

given, in which case the prescribed notice period will apply) or within ten (10) days of the occurrence of a recall within his Region (as defined by the Department). Employees who have indicated their intention to bump will not be required to assume the new position until the prescribed layoff notice period has expired. In the case of multiple layoff notices occurring at the same time, the most senior employee will bump first. For the full duration of the notice period, where pay in lieu of notice is provided, employees will continue to accumulate seniority.

- (vii) Employees who have exercised their bumping rights under sub-clause 28.04 (c)(i) or accepted an alternative to layoff in accordance with clause 28.08 (a) will be re-assigned to their own classification before any recall, seasonal or temporary assignment, or transfer of other employees will occur.

28.05 For the purpose of this Agreement, seniority shall be considered broken and all seniority rights forfeited when an employee:

- (a) resigns in writing, in accordance with Article 22.05 and does not withdraw the resignation within five (5) calendar days.
- (b) is dismissed for cause;
- (c) fails to return to work after receiving notice to do so. Where an employee, because of exceptional circumstances acceptable to the Employer, is unable to report to work when required, he will not forfeit his recall rights. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for casual work at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work;
- (d) has been out of the service of the Employer in excess of twenty-four (24) consecutive months.
- (e) An employee shall forfeit his seniority when he has been appointed to a management position in excess of twenty-four (24) consecutive months.

28.06 Effective date of signing, in respect of layoff and recall, shop stewards shall not have super-seniority but the deletion of super seniority from this agreement shall not activate any recall or bumping rights and the Employer shall not implement any layoffs to any shop steward for the sole purpose of recalling a senior employee.

28.07 Subject to the concurrence of the Public Service Commission, the Employer may transfer an employee from one position to another position within the bargaining unit where such positions are assigned the same classification. The employee shall have the option to accept or reject the transfer. If more than one employee indicates a desire to be transferred, the senior employee shall be selected.

28.08 Alternative to Layoff

- (a) (i) Subject to Clause 28.04, but notwithstanding Clause 28.02, employees who are about to be laid off or who have already been laid off, may be offered temporary or seasonal employment in an equivalent or lower classification, provided there is a vacancy available. Where an employee is offered temporary or seasonal employment in an equivalent classification his/her rate of pay shall not be reduced. An employee offered a lower classification shall be paid in accordance with Article 31 - Demotion.
- (ii) Employees shall be offered an alternative to layoff in accordance with seniority in their own headquarters area/unit first or in the case of a closure of a unit, in the unit that is assigned responsibility for the closed unit.
- (b) Employees refusing a transfer in lieu of layoff shall not be considered resigned.
- (c) Where an offer for an alternative to layoff is accepted by an employee on lay-off or by an employee under notice of lay-off then such actions shall be deemed to be a recall for the purposes of activating another employee's bumping rights.

28.09 Upon request, an unsuccessful applicant for a job vacancy will be informed of the reason why he/she was unsuccessful and/or the name and classification of the successful applicant.

28.10 An employee who accepts a position within the Public Service while on layoff status shall have recall rights to his original position. In the event the employee refuses a recall to his original position, he shall forfeit recall rights to that position.

28.11 An updated seniority list shall be posted in each workplace showing the accumulated seniority for each employee in each headquarters area in the Region. The most recent available seniority list shall be posted as soon as it is available. The Employer shall not unreasonably delay the production and posting of an updated seniority.

## **ARTICLE 29 APPRENTICES**

- 29.01 (a) Trades apprentices who maintain their standing in their apprenticeship program shall be employed in accordance with the terms of this Agreement, except that Articles 23, 24, 25, 28, 30, 31, 32 and 50 do not apply.
- (b) Upon successful completion of the apprenticeship program, and upon application for a vacant position, ex-apprentices shall be deemed to be senior to outside applicants, provided that the position for which the ex-apprentice applies is filled within twenty-four (24) months from the date of his termination.

- (c) Service by an apprentice during his apprenticeship program shall be credited towards his total service if he is re-employed in a regular position within twenty-four (24) months of the completion of his apprenticeship program.

### **ARTICLE 30 PROMOTION**

- 30.01 (a) On promotion of an employee to a higher pay range, his rate of pay will be established at the nearest step in the new scale which exceed his existing rate by at least five per cent (5%), but not exceed the maximum of the new scale.
- 30.01 (b) An employee promoted to a higher employment status within his classification shall not be eligible for the salary treatment specified in Article 30.01.
- 30.02 Changes in pay rates as a result of a promotion shall be effective from the date of promotion.
- 30.03 When an employee is required to attend an employment interview and/or examination by the Public Service Commission or by a Departmental Selection board, he shall be awarded time off with pay in the amount that is needed for the purpose of attending the interview and/or examination. Also, such employees shall be entitled to reimbursement of reasonable expenses necessarily incurred by him in attending such interview and/or examination in accordance with the rules prescribed by the Newfoundland Treasury Board.
- 30.04 An unsuccessful applicant for a vacancy shall be advised of the name of the successful applicant upon request.
- 30.05 An employee who applies for and receives a posted position, which he has occupied either on temporary or seasonal assignment, where the break has not been in excess of twenty-four (24) consecutive months, shall be placed on the step he last occupied in that classification.

### **ARTICLE 31 DEMOTION**

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

- 31.04 When an employee has to seek, or accept, a change in classification because of health condition or lighter work because of advancing age, when recommended by a qualified medical practitioner, then such movement will be considered as a voluntary demotion or a promotion, whichever the case may be. Such a movement will only be possible if an appropriate vacancy exists. Subject to Article 28.05 (Seniority), the employee will retain his seniority.

## **ARTICLE 32 TECHNOLOGICAL CHANGE**

- 32.01 Advance Notice  
Before the introduction of any technological change or new method of operation which affects the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Association of the proposed change.
- 32.02 Consultation  
Any such change shall be made only after the Association and the Employer have discussed the matter. The discussion shall take place within twenty-one (21) days of the Employer's notification to the Association.
- 32.03 Attrition Arrangement  
No employee will be laid off because of technological change or new method of operation unless such employee refuses, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required by the technological change or new method of operation.
- 32.04 Income Protection  
An employee who is displaced from his job by virtue of technological change or new method of operation will suffer no reduction in normal earnings, unless such employee has refused, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required to prevent displacement.
- 32.05 Transfer Arrangements  
An employee who is displaced from his job by virtue of technological change or new method of operation will be given the opportunity to fill other vacancies according to seniority, ability and qualifications.
- 32.06 Training Benefits  
In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by the employees under the present method of operation, such employees shall, at the expense of the Employer, be given reasonable period of time, in the opinion of the Employer, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee.

32.07 No New Employees

No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation, until the employee(s) already working, and affected by the change, have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment, as provided for in Article 32.06.

**ARTICLE 33  
DISCIPLINE**

- 33.01 Within five (5) days of an oral notification of suspension or dismissal, an employee shall be given written confirmation of the suspension or dismissal, including the reasons for such action.
- 33.02 Subject to 8.04 and 8.12, all dismissals, suspensions and other disciplinary action may be subject to formal grievance procedure as outlined in Article 8.
- 33.03 Where an employee is suspended pending an investigation or pending a decision from the permanent head, then that employee may be suspended temporarily for a maximum of 15 working days, by which time he will be informed of the definite decision.
- 33.04 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.
- 33.05 The Employer shall notify an employee in writing of any dissatisfaction or complaint concerning his/her work within ten (10) working days of the occurrence or discovery of the incident giving rise to the complaint. This notification shall include the particulars of the complaint or of the work performance which lead to such dissatisfaction. If this position is not followed such expressions of dissatisfaction or complaints shall not become part of his/her record for use against him/her at any time. This Clause shall apply in respect of any expression of dissatisfaction or complaint relating to his/her work or otherwise which may be detrimental to an employees' advancement or standing with the Employer.

**ARTICLE 34  
PERSONNEL FILES**

- 34.01 A copy of any document placed on an employee's personnel file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee, who shall acknowledge having received such document by signing the file copy.
- 34.02 Any such document shall be removed from the personnel file of the employee and destroyed after the expiration of two (2) years, provided there has not been a recurrence of a similar incident during that period.

- 34.03 An employee shall, at any reasonable time, be allowed to inspect his personnel file and may be accompanied by a representative of the Association, if he desires.

**\*ARTICLE 35  
TRAVEL ON EMPLOYER'S BUSINESS**

- 35.01 (a) Effective the date of signing, for each full day on travel status, the maximum rate allowable for meals inclusive of taxes and gratuities shall be as follows:

	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>	<b>Total</b>
<b>NL</b>	\$8.00	\$14.00	\$21.70	\$43.70
<b>Other Provinces</b>	\$10.15	\$16.40	\$23.65	\$50.20
<b>US</b>	\$10.15	\$16.40	\$23.65	\$50.20
<b>Other</b>	\$11.25	\$17.95	\$26.00	\$55.20

- (b) For the purpose of Article 35, employees are considered to be on Travel on the Employer's Business whenever they are working at least twenty (20) kilometers from the place that they normally report to work. This provision does not apply to employees working in the Highway Maintenance Units during the Winter Maintenance Season (November 1 through April 30) but does apply to the employees working during the Summer Maintenance Season (May 1 through October 31).
- 35.02 Employees who are authorized to use their own cars while travelling on business for the Employer shall be reimbursed in accordance with the Memorandum of Agreement RE: Kilometre Rate Adjustment Formula (NAPE). For the purpose of this Article, the reimbursement rate shall be 31.5¢ /km
- 35.03 An employee is entitled to claim an incidental expense for each night of overnight travel status as follows:
- | <u>Effective Date</u> | <u>Rate</u>      |
|-----------------------|------------------|
| 2000 04 01            | \$5.00 per night |
- 35.04 An employee on overnight travel status shall be reimbursed for the cost of one personal long distance telephone call, not exceeding five (5) minutes in duration, for each day the employee is on overnight travel.
- 35.05 (a) For the purpose of this Article, "travel time" means travel on the Employer's business authorized by the permanent head for an employee by land, sea or air between his headquarters area, as defined by the Employer, and a location outside his

headquarters area and between locations outside his headquarters area, to perform duties assigned to him by the permanent head and during which the employee is required to travel outside his normal scheduled work period.

- (b) "Travel Time" and the method of travel shall require the prior approval of the permanent head.
- (c)
  - (i) When the method of travel is set by the permanent head, compensation for "travel time" shall be paid for the length of time between the Employee's departure from any location and his arrival at his place of lodging or work, whichever is applicable, at his authorized destination.
  - (ii) An employee may, with the prior approval of his permanent head, set his own travel arrangements. The compensations payable may not however, in any case, be greater than if the travel arrangements had been set in accordance with Clause 35.05 (c)(i).
- (d) Subject to Clause 35.05 (c), an employee who is required by the permanent head to engage in "travel time" shall be compensated at straight time rates for all "travel time", provided that the maximum amount claimable in any one day does not exceed a regular day's pay.
- (e) Travel time is to be compensated as follows:
  - (i) For travel by air, sea, rail and other forms of public transportation, the time between the scheduled time of departure and the scheduled time of arrival at a destination plus one-half (1/2) hour.
  - (ii) For travel by personal or government vehicle, the time required to proceed from the employee's place of residence or work place, as applicable, directly to destination, and upon his return directly back to his residence or work place.

For the purpose of this sub-clause, travel time compensation will be based on one (1) hour for each seventy-two (72) kilometers traveled.
- (f) Provisions in this Clause 35.05 shall not apply to the following:
  - (i) to employees whose "travel time" during any three (3) month consecutive period does not exceed fifteen (15) hours; or
  - (ii) for travel in connection with transfers, educational courses, training sessions, conferences, seminars or employment interviews.

- 35.06 Employees who provide their own accommodations while travelling on the business of the Employer will be compensated as follows:

<u>Effective date</u>	<u>Rate per night</u>
1999 04 01	\$25.00

- \*35.07 Subject to the approval of the permanent head, where the equipment is kept at the employee's residence, the employee will be reimbursed at the cost of \$3.00 plus HST per day for the plug-ins for the equipment.

### **ARTICLE 36 SAFETY**

- 36.01 The Employer and the Association agree to co-operate in the establishment and operation of Occupational Health and Safety Committees, as required by the Occupational Health and Safety Act.
- 36.02 The Employer will acquaint all new employees with the potential hazards of their jobs and shall inform all employees of any new safety hazards that might develop through the introduction of new machinery or new work methods.
- 36.03 All employees shall be required to familiarize themselves with the potential hazards associated with their duties.
- 36.04 Where there are reasonable grounds to believe that working alone is dangerous to an employee's health or safety, the Employer will ensure a second person is in attendance.
- 36.05 All matters dealing with safety shall be discussed by the appropriate Occupational Health and Safety Committee. The mandate of Occupational, Health and Safety Committees shall be expanded to include environmental issues.
- 36.06 Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer, except where an allowance for such equipment is provided by the Employer.
- 36.07 To remove any uncertainty, it is agreed that Section 49(2) of the Occupational Health and Safety Act, 1978 shall apply to this Collective Agreement.
- 36.08 The Employer will arrange and pay the full cost of medical certificates where such are required in accordance with the Occupational Health and Safety Act and Regulations.
- 36.09 The Occupational Health and Safety Committee shall meet in accordance with the provisions of the *Occupational Health and Safety Act*.

**ARTICLE 37  
RELOCATION EXPENSES**

- 37.01 An employee who is required by the Employer to relocate from one geographic location to another shall be eligible for relocation expenses in accordance with Treasury Board Regulations.

**ARTICLE 38  
GROUP INSURANCE**

- 38.01 The Group Insurance Plan presently in effect shall remain in effect during the term of this Agreement.
- 38.02 The Employer will pay 50% of the premiums of the Insurance Plan and the employees will pay 50%.
- 38.03 Seasonal employees shall have the right to continue coverage during layoff through direct payments of 100% of the premiums of the Insurance Plan.
- 38.04 A summary of the general provisions and benefits of the Plan is appended to the Agreement as Schedule 'D'.

**ARTICLE 39  
LABRADOR ALLOWANCE**

- 39.01 All employees employed in Labrador shall receive benefits in accordance with the Labrador Benefits Agreement as contained in Schedule B.

**ARTICLE 40  
ACCESS AND SHOP STEWARDS**

- 40.01 The Employer agrees that access to its premises may be allowed to persons permanently employed by the Association for the purpose of interviewing an Association member and such interview shall not interfere with the operation of the department concerned.
- 40.02 Permission to hold meetings on the premises of the Employer shall, in each case, be obtained from the permanent head and such meetings shall not interfere with the operations of the department concerned.
- 40.03 The Employer agrees to recognize shop stewards appointed by the Association. The number of shop stewards shall be mutually agreed upon by the Association and the Employer.

- 40.04 The Association shall inform the Employer of the names of all shop stewards as soon as possible after their appointments.
- 40.05 Shop stewards shall not conduct Association business during working hours without the permission of the shop stewards' supervisor immediately outside the bargaining unit. Requests for permission for time off to conduct Association business during working hours shall only be made in cases of emergencies.
- 40.06 The Employer, at the request of the shop steward, agrees to provide (where possible) information to the shop steward regarding layoffs and recalls in the area over which the shop steward has jurisdiction.
- 40.07 No employee shall be discriminated against because of his acceptance of the position of shop steward or any other office of the Association.
- 40.08 With the prior written approval of the permanent head, special leave with pay not exceeding one (1) day in each year shall be awarded to shop stewards for the purpose of attending education seminars.

**ARTICLE 41**  
**LABOUR MANAGEMENT COMMITTEE**

- 41.01 A committee shall be established in the Department of Transportation and Works in each required area of the Works and Services Branch and in each depot of the Transportation Branch to be known as the Labour Management Committee. Such committee shall consist of an equal number of representatives of Management and the Association and shall be chaired alternately by a representative of Management and a representative of the Association.
- 41.02 Each committee shall meet within two (2) weeks of a request from either side.
- 41.03 The purpose of the Labour Management Committees shall be to promote effective communication between management and the employees, and to this end, the terms of reference shall include such things as working conditions, local rules and regulations, efficiency and productivity.

**\*ARTICLE 42**  
**SEVERANCE PAY**

**Effective March 31, 2018**

- \*42.01 (a) An employee who has one (1) or more years of continuous service in the employ of the Employer is entitled to be paid, or in the event of death to the employee's estate, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his weekly salary to a maximum of twenty (20)

weeks' pay. Maternity leave and adoption leave up to fifty-two (52) weeks shall be counted as service for severance pay purposes.

- (b) (i) For the purpose of this Article, service for a temporary, seasonal and part-time employees shall be the equivalent of one (1) year of accumulated service provided that where a break in employment exceeds twenty-four (24) consecutive months, service shall commence from the date of re-employment.
  - (ii) For the purpose of this Article, any period during which an employee is on authorized leave without pay, such period shall not be deemed to be a break in service; however, periods of authorized leave without pay shall not be considered as service in the calculation of severance pay entitlement unless otherwise specified in the collective agreement.
  - (iii) An employee who has resigned or retired may be re-employed if he has been out of the public service for a period which is not less than the number of weeks for which he has received severance pay pursuant to (a) above, or, if he/she refunds the appropriate proportionate part of such severance pay.
- (c) The maximum severance pay which an employee shall be paid for his total period of employment in the public service shall not exceed the number of weeks as specified in (a) above.
- (d) The effective date of this Article shall be March 31, 2018. Notwithstanding that employees may elect which quarter of the 2018/19 fiscal year to receive their severance entitlement, the rate of pay, service for severance entitlement and position used shall be that on March 31, 2018. Where an employee is on layoff or an approved leave of absence, the position and rate of pay at the date of layoff or date of leave of absence shall be used.
- (i) The fiscal year commencing April 2018 shall be divided into four (4) quarters:
    - April 1, 2018 to June 30, 2018
    - July 1, 2018 to September 30, 2018
    - October 1, 2018 to December 31, 2018
    - January 1, 2019 to March 31, 2019
  - (ii) An employee shall notify the employer in writing and no later than April 30, 2018 which quarter they wish to receive their severance entitlement. Furthermore, the employee shall indicate in their written notification if he/she wishes to have all or a portion of his/her severance entitlement rolled into a RRSP. Where the employee fails to indicate same, they shall be paid their full severance entitlement.

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

### **ARTICLE 43 STATE OF EMERGENCY**

- 43.01 The following provisions shall apply to employees during a state of emergency declared by the Employer:
  - (a) All employees shall be deemed to be on duty during the period of closure, with the exception of those employees designated by the permanent head as employees performing an essential service.
  - (b) Those employees designated by the permanent head as employees who perform an essential service shall be required to report for duty as scheduled. Where it is impossible for such employees to report for duty, the Employer will provide transportation for such employees.
- 43.02 Where it is possible for an employee in Clause 43.01 (b) to report for duty and the employee doesn't report for duty, he shall be subject to disciplinary action.
- 43.03 Those employees referred to in Clause 43.01 (b) above who are on special leave with or without pay immediately preceding the declaration of the state of emergency will be deemed to be on special leave with or without pay, as the case may be, during the period so declared an emergency.
- 43.04 The permanent head shall endeavour to designate those employees referred to in 43.01 (b) previous to the declared state of emergency; however, the permanent head may require any employee to report for duty during any period declared an emergency.
- 43.05 Notwithstanding 43.01, 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 suffer no loss in pay or benefits for the period.

### **ARTICLE 44 POLITICAL ACTIVITY**

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

- 44.02 An employee shall not be appointed to or serve as a member of a School Board if he is employed by the Department of Education.

#### **ARTICLE 45 SALARIES**

- 45.01 The salary scales set out in Schedule 'A' will become effective from the dates prescribed in that Schedule and the salary adjustment formula set forth therein will be applied.
- 45.02 The Employer reserves the right to introduce an incentive bonus and/or piecework system in the Forest Improvement projects of the Department of Forest Resources and Agrifoods; however, in so doing, the Employer agrees that over a pay period, it will not pay less than the hourly rate.

#### **ARTICLE 46 STRIKES AND LOCKOUTS**

- 46.01 The Association agrees that during the life of this Agreement, there shall be no strikes, suspensions or slowdowns of work. The Employer agrees that there shall be no lockout during the term of this Agreement.
- 46.02 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 lockout. Negotiations are to be conducted in accordance with the applicable legislation.

#### **ARTICLE 47 AMENDMENT BY MUTUAL CONSENT**

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

#### **ARTICLE 48 GENERAL PROVISIONS**

- 48.01 Employee Assistance Program  
Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Association agree to co-operate in encouraging employees affected with alcohol, drug or other personal problems to undergo a co-ordinated program directed to the objective of their rehabilitation. The employee assistance program co-ordinated by the Public Service Commission shall continue to

operate to meet the joint objective described above. Any changes to the program must have the approval of both parties.

**ARTICLE 49  
JOINT CONSULTATION**

49.01 The Employer agrees to consult with the Association about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

**ARTICLE 50  
CLASSIFICATION**

50.01 Employees shall be notified, in writing, of any changes in their classification resulting from a review or an appeal.

50.02 The Classification Appeal Board shall carry out its function in accordance with the Classification Review and Appeal Board procedures as set out in Schedule 'E'.

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

50.04 Classification decisions arising out of an employee's request for review or appeal shall be retroactive to the date the request was first received by the Classification and Compensation Division of the Public Service Secretariat.

**ARTICLE 51  
PERSONAL LOSS**

51.01 Subject to Clauses 51.02, where an employee in the performance of his duty suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered, subject to a maximum of one thousand dollars (\$1,000.00).

51.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within two (2) days of the incident to the permanent head or his designated representative.

51.03 Any loss of employee owned tools or equipment incurred while secured within Government properties resulting from theft, burglary or vandalism will only be replaced by Government upon the receipt of a Police report confirming that the loss resulted from theft, burglary or vandalism.

Further, it is agreed that employees providing their own tools and equipment will file, on a quarterly basis, a list of tools and equipment used in the performance of their assigned duties. Such lists will be reviewed by the Employer and employees will be advised which items are eligible for coverage. In this regard, the one thousand dollars (\$1,000.00) maximum referred to in Clause 51.01 shall not apply.

## **ARTICLE 52 EDUCATION LEAVE**

- 52.01 (a) With the prior approval of the Employer, special leave may be awarded to an employee to enable him to participate in courses of training, either within or outside the Province. The duration of, and the rate of pay for special leave shall be subject to such terms and conditions as the Employer may see fit to prescribe.
- (b) Where the Employer requires an employee to take advanced or supplementary courses, the employee shall be awarded leave with pay, where required, under such terms and conditions as the Employer may prescribe.
- (c) With the approval of the permanent head, leave with pay may be awarded to an employee for the period of time required to write exams for educational courses approved by the Employer.
- (d) Where the Employer determines that employees require further training, it is agreed that as much assistance as practical, in consideration of cost and time constraints, will be given to employees who desire further training.
- 52.02 Subject to operational requirements and availability of qualified replacement staff, an employee shall be granted unpaid educational leave of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority.
- 52.03 Employees while on unpaid educational leave shall continue to accumulate seniority.
- 52.04 Training Courses  
The Employer shall bulletin all in-service training courses. The bulletin shall contain the name, and where possible, the dates of the course and where further information can be obtained.
- 52.05 If the Employer is providing training for positions outside an employee's classification, such training shall be provided to the most senior person in the headquarters area, provided the employee indicates his willingness to participate. This Article does not apply if training is required to upgrade the skills of employees in their own classification.

**ARTICLE 53  
ADVANCE NOTICE**

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

**ARTICLE 54  
TOOL ALLOWANCE**

- 54.01 The following tradespersons who, because of the nature of their work are required by the Employer to provide their own tools, will be paid an annual allowance of \$150.00 per year, payable on a bi-weekly basis:

Heavy Equipment Technician; Automotive Technician; Automotive Body Repairer; Carpenter I; Carpenter II; Electrician I; Electrician II; Machinist; Plumber I; Plumber II; Trades Helper; and Welder.

Employees who work less than a full year will receive the above referenced allowance on a pro-rata basis.

**ARTICLE 55  
TRANSPORTATION REGIONAL OPERATIONS**

- 55.01 (a) Subject to Article 23.01 (c), all temporary or seasonal assignments shall be completed in accordance with Articles 23 and 24 before employees are recalled in their respective classification and headquarters area, in accordance with Article 28.04 (b).
- (b) Subject to Article 55.01 (a), employees may be recalled in accordance with Article 28.04 (b) to work any overtime available, provided all employees in the classification and headquarters area have had the opportunity to work such overtime, in accordance with Article 11.02 (b).
- (c) Subject to Articles 55.01 (a) and (b) and Article 28.02, additional employees may be hired to work any overtime available, provided all employees in the classification and headquarters area have had the opportunity to work such overtime, in accordance with Article 11.02 (b).
- (d) Notwithstanding the above Articles, the Employer maintains the right to hire additional employees to increase its regular complement of employees.

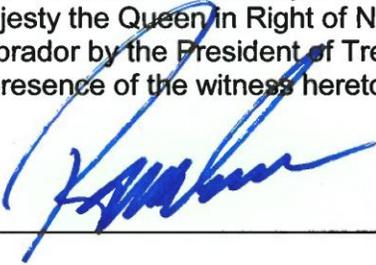
- (e) Subject to Article 23 and Article 24 an employee recalled or hired after the temporary/seasonal assignments occur, shall be laid off or offered alternate employment in lieu of a layoff before any temporary/seasonal assignments to a higher classification can end provided that he/she has less seniority than the employee retained in the temporary/seasonal assignment. A senior employee shall not be laid off while a less senior employee is temporarily/seasonally assigned.

**ARTICLE 56**  
**DURATION OF AGREEMENT**

- \*56.01 Subject to Clause 56.02, and unless otherwise specified, this Agreement shall be effective from the date of signing and shall remain in effect until March 31, 2020, and from year to year thereafter unless either party to this Agreement, in the seven-month period immediately prior to the expiration of this Agreement, issues notice to the other party of its desire to terminate or amend the Agreement. Following notice, the other party is required to enter into negotiations for a new Agreement within thirty (30) calendar days of receipt of notice.
- 56.02 Article 45, Clause 45.01, Salaries, are effective from the dates prescribed in Schedule 'A'.
- 56.03 The provisions of this Agreement shall remain in effect during negotiations for a new or revised Agreement.

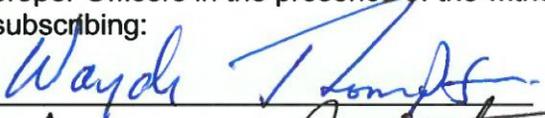
IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 31  
day of March, 2018

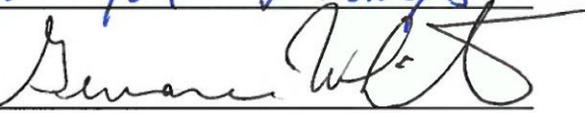
SIGNED on behalf of Treasury Board representing  
Her Majesty the Queen in Right of Newfoundland  
and Labrador by the President of Treasury Board,  
in the presence of the witness hereto subscribing:

  
\_\_\_\_\_

  
WITNESS \_\_\_\_\_

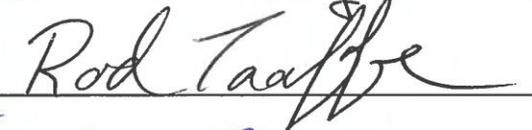
SIGNED on behalf of the Newfoundland and Labrador  
Association of Public and Private Employees by its  
proper Officers in the presence of the witness hereto  
subscribing:

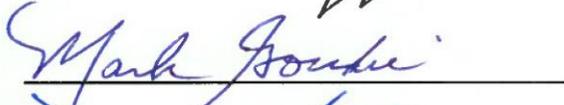
  
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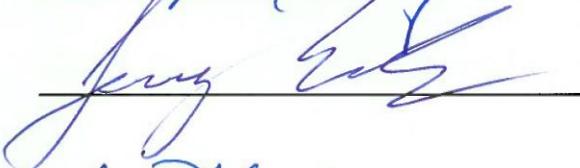
  
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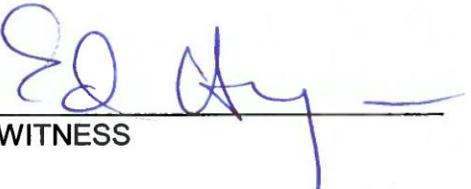
  
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**MEMORANDUM OF UNDERSTANDING**

**APPLICATION OF MASTER AGREEMENT LANGUAGE**

#1 Pension Credit and Group Insurance

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

**SCHEDULE A**  
**SALARY IMPLEMENTATION FORMULA AND GRIDS**

**\*A) Salary Implementation Formula**

Effective April 1, 2016 -	0%
Effective April 1, 2017 -	0%
Effective April 1, 2018 -	0%
Effective April 1, 2019 -	0%

**B) Apprentice Rates**

The Apprentice rates shall be revised as follows, subject to the successful completion of regular examination:

- (a) In the first year of employment, after completion of pre-apprenticeship training, 70% of the first step of the Journeyman rate.
- (b) In the second year of employment, 80% of the first step of the Journeyman rate.
- (c) In the third year of employment, 90% of the first step of the Journeyman rate.
- (d) At the end of the apprenticeship program, an apprentice shall be paid at the first step of the Journeyman rate.

In the event that regular examinations are impossible to take at the normally scheduled time due to insufficient facilities at the trade schools, the rates shall be retroactive to the normally scheduled date, provided that when the examination is actually taken, it is successfully completed and provided that the appropriate number of hours have been worked.

**C) Red-Circled Employees**

- (a) Red-circled employees whose regular salary does not exceed the maximum of the new salary scales on the respective date shall:
  - i) be placed on Step 3 of the new scale;
  - and
  - ii) receive a cash payment of the difference between the hourly increase applicable for their salary as listed in 1(a) above and the salary increase received by being placed on Step 3. This cash payment will be paid for each regular hour worked.
- (b) Employees whose regular salary scale rate exceed the maximum of the new salary scale on the respective date shall receive a cash payment of the hourly increase applicable for their salary scale rate. This cash payment will be paid for each regular hour worked.

**D) Step Progression**

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

**SCHEDULE A (continued)**

**\*Classification List**

<b><u>Classification Title</u></b>	<b><u>Spec #</u></b>	<b><u>Pay Range</u></b>
Airstrip Operator	L004	CG-21
Airstrip Operator E	L135	CG-26
Animal Herder I	R017	CG-18
Animal Herder II	R022	CG-23
Animal Herder III	R027	CG-28
Automotive Body Repairer	J010	CG-29
Automotive Service Repairer	L007	CG-18
Automotive Technician	J011	CG-29
Boiler Plant Operator	L010	CG-23
Building Security Control Supervisor	L011	CG-28
Building Security Control Technician	L012	CG-24
Cook Helper	L013	CG-18
Cook I	J020	CG-25
Custodial Worker	L015	CG-19
Equipment Dispatcher	L023	CG-21
Equipment Operator I	L024	CG-21
Equipment Operator II	L025	CG-21
Equipment Operator IIB	L027	CG-23
Equipment Operator III	L033	CG-23
Gardener I	L044	CG-16
Gardener II	L051	CG-23

Graphics Artist	B129	CG-26
Heavy Equipment Technician	J025	CG-29
Highway Enforcement Officer I	P108	CG-35
Highway Enforcement Officer II	P105	CG-37
Highway Enforcement Officer IIA	P106	CG-38
Highway Enforcement Officer IIB	P107	CG-39
Highway Maintenance Equipment Operator	L052	CG-26
Horticulture Technician	L057	CG-26
Labourer II	L060	CG-19
Labourer III	L065	CG-24
Lithographer I	L078	CG-24
Machinist	J028	CG-29
Maintenance Repairer	L079	CG-22
Marine Technician	J033	CG-31
Mechanical Controls Repairer	L082	CG-28
Offset Press Operator I	L084	CG-23
Offset Press Operator II	L087	CG-26
Painter/Plasterer	J034	CG-26
Park Maintenance Supervisor (P.P.C.)	L089	CG-29
Park Patrol Officer	C024	CG-24
Power Engineer 3rd Class	L090	CG-26
Power Engineer 4th Class	L091	CG-25
Printing Press Worker I	L093	CG-25
Printing Press Worker II	L094	CG-26

Printing Production Worker I	L095	CG-18
Printing Production Worker IC	L098	CG-21
Printing Production Worker II	L101	CG-24
Radio Maintenance Technician	L105	CG-28
Security Guard	L110	CG-23
Sign Production Worker II	L112	CG-25
Silviculture Worker I	L113	CG-16
Silviculture Worker II	L116	CG-19
Silviculture Worker III	L122	CG-25
Stockhandler	B245	CG-19
Storekeeper I	B246	CG-24
Storekeeper II	B247	CG-25
Trades Helper	L125	CG-17
Trades Worker I	J036	CG-24
Trades Worker IE	J041	CG-29
Trades Worker II	J042	CG-29
Trades Worker IIA	J043	CG-29
Trades Worker III	J049	CG-35
Transportation Equipment Operations Inspector	L126	CG-28
Transportation Lead Hand	L127	CG-28
Utility Worker I	L128	CG-19
Utility Worker II	L131	CG-22

Watchperson

L132

CG-20

Welder

J050

CG-29

**SCHEDULE A (continued)**  
**Maintenance and Operational Services Pay Scales**

Effective April 1, 2016

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	\$16.41	\$16.95	\$17.48
CG-09	\$16.55	\$17.09	\$17.58
CG-10	\$16.67	\$17.18	\$17.73
CG-11	\$16.76	\$17.32	\$17.88
CG-12	\$16.94	\$17.50	\$18.01
CG-13	\$17.09	\$17.65	\$18.24
CG-14	\$17.25	\$17.85	\$18.45
CG-15	\$17.48	\$18.08	\$18.69
CG-16	\$17.67	\$18.33	\$18.93
CG-17	\$17.96	\$18.65	\$19.31
CG-18	\$18.15	\$18.85	\$19.56
CG-19	\$18.52	\$19.27	\$19.99
CG-20	\$18.88	\$19.68	\$20.48
CG-21	\$19.22	\$20.06	\$20.94
CG-22	\$19.58	\$20.49	\$21.47
CG-23	\$19.98	\$20.95	\$21.95
CG-24	\$20.71	\$21.75	\$22.81
CG-25	\$21.53	\$22.62	\$23.74
CG-26	\$22.23	\$23.43	\$24.61
CG-27	\$23.07	\$24.28	\$25.53
CG-28	\$23.89	\$25.17	\$26.47
CG-29	\$24.52	\$25.84	\$27.23
CG-30	\$25.18	\$26.60	\$27.96
CG-31	\$26.14	\$27.56	\$29.04
CG-32	\$26.97	\$28.48	\$29.98
CG-33	\$27.85	\$29.39	\$30.98
CG-34	\$28.78	\$30.41	\$32.06
CG-35	\$29.83	\$31.57	\$33.28
CG-36	\$30.98	\$32.78	\$34.58
CG-37	\$32.08	\$33.96	\$35.83
CG-38	\$33.25	\$35.17	\$37.10
CG-39	\$34.36	\$36.39	\$38.45
CG-40	\$35.47	\$37.61	\$39.69
CG-41	\$36.32	\$39.58	\$42.83
CG-42	\$37.26	\$40.57	\$43.91
CG-43	\$38.67	\$42.12	\$45.59
CG-44	\$40.06	\$43.69	\$47.26
CG-45	\$41.47	\$45.26	\$48.98
CG-46	\$43.25	\$47.20	\$51.12

**SCHEDULE A (continued)**  
**Maintenance and Operational Services Pay Scales**

Effective April 1, 2017

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**SCHEDULE A (continued)**  
**Maintenance and Operational Services Pay Scales**

Effective April 1, 2018

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
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CG-45	\$41.47	\$45.26	\$48.98
CG-46	\$43.25	\$47.20	\$51.12

**SCHEDULE A (continued)**  
**Maintenance and Operational Services Pay Scales**

Effective April 1, 2019

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
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**\*SCHEDULE B**

**Labrador Benefits Agreement**

Between

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

College of the North Atlantic

Labrador-Grenfell Regional Health Authority

Municipal Assessment Agency Inc.

Newfoundland and Labrador Housing Corporation

Newfoundland and Labrador School Boards Association

Newfoundland Liquor Corporation

And

Canadian Union of Public Employees

Newfoundland and Labrador Association of Public & Private Employees

Registered Nurses' Union Newfoundland and Labrador

Newfoundland and Labrador Teachers Association

Royal Newfoundland Constabulary Association

Signed: June 15, 2016

Expires: March 31, 2016

**ARTICLE 1**  
**SCOPE**

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

**ARTICLE 2**  
**DURATION**

- \*2.1 This agreement shall be effective from April 1, 2013 and shall remain in full force and effect until March 31, 2016. It shall be renewed thereafter through the normal process of collective bargaining utilized by each of the employee groups, or, with the consent of the parties, will be renewed through joint negotiations. At the request of either party negotiations shall commence six (6) months prior to the expiry date of this agreement.

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

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

	<b>LABRADOR ALLOWANCE</b>		
	<b>DATE</b>	<b>SINGLE</b>	<b>DEPENDENT</b>
<b>GROUP 1</b>	1-Apr-13	2825	5650
	1-Apr-14	2853	5707
	1-Apr-15	2939	5878
<b>GROUP 2</b>	1-Apr-13	3270	6530
	1-Apr-14	3303	6595
	1-Apr-15	3402	6793
<b>GROUP 3</b>	1-Apr-13	3420	6815
	1-Apr-14	3454	6883
	1-Apr-15	3558	7089

In the case of spouses who are both employed by Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, the total amount paid to both 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.

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

**ARTICLE 4**  
**TRAVEL ALLOWANCE**

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

<b>TRAVEL ALLOWANCE</b>			
	<b>DATE</b>	<b>EMPLOYEE</b>	<b>DEPENDENT</b>
<b>GROUP 1</b>	1-Apr-13	875	675
	1-Apr-14	884	682
	1-Apr-15	911	702
<b>GROUP 2</b>	1-Apr-13	925	725
	1-Apr-14	934	732
	1-Apr-15	962	754
<b>GROUP 3</b>	1-Apr-13	975	775
	1-Apr-14	985	783
	1-Apr-15	1015	806

\*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, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents at March 31<sup>st</sup> of each year.

(b) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 4.2 (a) based on 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 Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.
- 4.5 The travel benefit available to the Royal Newfoundland Constabulary Association under their Collective Agreement and to teachers under Article 25 of the NLTA Labrador West Collective Agreement shall continue to apply except in cases where Article 4 of this joint agreement provides a greater benefit. E.g. Members of the RNCA would continue to receive the employee travel benefit under their collective agreement unless the employee travel benefit in this joint agreement is greater. In addition to the employee benefit under the RNCA collective agreement, members of the RNCA shall also receive the dependent benefit under the joint agreement.

**ARTICLE 5**  
**LEAVE**

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

**ARTICLE 6**  
**EXISTING GREATER BENEFITS**

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

**ARTICLE 7**  
**DEFINITIONS**

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

**SCHEDULE A**

**COMMUNITY GROUPING**

The employee's community grouping shall be determined by the location of his/her headquarters.

**GROUP 1**

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

**GROUP 2**

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

**GROUP 3**

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

**MEMORANDUM OF UNDERSTANDING**

**Re: Nurses Committee**

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

**\*MEMORANDUM OF UNDERSTANDING**

**Re: Labrador Benefits Agreement - Interpretation**

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

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

Vyann Kerby, Health Labrador Corporation

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

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

For example:

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

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**Bert Blundon**  
**On behalf of the Unions**

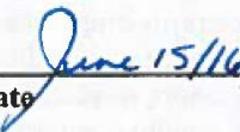


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**Sarah Anthony**  
**On Behalf of the Employers**

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**Date**



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**Date**

April 1, 2013

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

Dear Mr. Ash:

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

Yours truly,



**Sarah Anthony**  
Chief Negotiator  
Collective Bargaining Division

Original letter dated December 20, 1999

**SCHEDULE C**

**THE PUBLIC SERVICE**  
**FOR THE PURPOSE OF ARTICLE 28**

The Office of the Auditor General  
The Department of Advanced Education and Skills  
The Department of Education  
The Department of Environment & Conservation  
The Department of Finance  
The Department of Fisheries and Aquaculture  
The Department of Service Newfoundland and Labrador  
The Department of Health and Community Services  
The Department of Innovation, Business and Rural Development  
The Department of Justice  
The Department of Municipal Affairs  
The Department of Natural Resources  
The Newfoundland Public Service Commission  
The Department of Tourism, Culture and Recreation  
The Department of Transportation & Works  
The Executive Council Office  
The C.A. Pippy Park Commission  
The Municipal Assessment Agency Inc.

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

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

**BENEFITS****BASIC GROUP LIFE INSURANCE**

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

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

**DEPENDENT LIFE INSURANCE**

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

**BASIC ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

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

If you sustain an injury caused by an accident occurring while the policy is in force which results in one of the following losses, within 365 days of the accident, the benefit shown will be paid to you. In the case of accidental death, the benefit will be paid to the beneficiary you

have named to receive your group life insurance benefits. Benefits are payable in accordance with the following schedule:

**Schedule of Benefits**

**100% of Principal Sum for Loss of or Loss of Use of:**

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

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

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

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

- All Toes of One Foot

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

- Quadriplegia (total paralysis of both upper and lower limbs)
- Paraplegia (total paralysis of both lower limbs)
- Hemiplegia (total paralysis of upper and lower limbs of one side of the body)

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

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

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

No benefits are paid for injury or death resulting from:

- suicide while sane or insane;
- intentionally self-inflicted injury or suicide;
- viral or bacterial infections, except pyogenic infections occurring through the injury from which loss is being claimed;
- any form of illness or physical or mental infirmity;
- medical or surgical treatment;
- service, including part-time or temporary service, in the armed forces of any country;

- war, insurrection or voluntary participation in a riot;
- air travel serving as a crew member, or in aircraft owned, leased or rented by your employer, or air travel where the aircraft is not licensed or the pilot is not certified to operate the aircraft.

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

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

### **WAIVER OF PREMIUM PROVISION**

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

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

#### **Hospital Benefit**

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

#### **Prescription Drug Benefit**

The program will pay the ingredient cost of eligible drugs (including oral contraceptives and insulin), you are responsible to pay the co-pay, which will be the equivalent of the pharmacist's dispensing fee plus any applicable surcharge over the ingredient cost. The drug plan provides coverage for most drugs which require a prescription by law, however, but does not provide coverage for over-the-counter drugs, cough or cold preparations or nicotine products. The Government of Newfoundland and Labrador, through a consultation process with the insurer and drug experts, determines the drugs that are covered under the plan, and typically follows the recommendations of The Canadian Expert Drug Advisory Committee. There is no guarantee or obligation expressed or implied that all drugs recommended by physicians will be covered by the plan. Some drugs may require special authorization, details of the special authorization process are outlined in the online "Employee/Retiree Benefits" booklet.

## Vision Care Benefit

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

- a) Charges for eye examinations performed by an Ophthalmologist or Optometrist where the Medicare plan does not cover such services, limited to one such expense in a calendar year for dependent children under age 18, and once in two calendar years for all other insured persons. Coverage is provided at 80% to a covered maximum of \$70.
- b) 100% of the maximum covered expense of \$150 for single vision lenses and frames, \$200 for bifocal lenses and frames and \$250 for trifocal and progressive adaptive lenses and frames every three calendar years. **For dependent children under age 18 expenses are eligible once in a calendar year provided there is a change in the strength of their prescription.** Please note that expenses for contact lenses will be reimbursed at the same level as for eyeglasses. Coverage is not provided for sunglasses, safety glasses, or repairs and maintenance.
- c) 100% of the maximum covered expense of \$250 every two calendar years for the purchase of contact lenses when prescribed for severe corneal scarring, keratoconus or aphakia and if the cornea is impaired so that visual acuity cannot be improved to at least to 20/40 level in the better eye with eyeglasses.
- d) one pair of eyeglasses when prescribed by an Ophthalmologist following non-refractive eye surgery, to 100% of a lifetime covered eligible expense of \$200; and
- e) 50% of the cost of visual training or remedial therapy.

When submitting your claims for reimbursement, please ensure your receipt clearly indicates whether your glasses are single vision, bifocal, trifocal or progressive adaptive lenses so that accurate reimbursement can be made. Also, your receipt indicating that the expense has been paid in full must accompany the Claim Submission Form. Records indicate that costs vary amongst dispensaries throughout the province; therefore, it is suggested that you check with several optical dispensaries before finalizing your purchase.

## Extended Health Benefit

Reimbursement is provided for many types of services, such as registered nurse, physiotherapist, wheelchairs, braces, crutches, ambulance service, chiropractors, to name a few. Pre-authorization is required for the rental and/or purchase of all durable equipment and all Nursing Care/Home Care benefits. Certain dollar amounts or time period maximums apply. It is important to note that reimbursement under the extended health care benefit is made at 80% of covered eligible expenses up to \$5,000; expenses over \$5,000 and less than \$10,000 are reimbursed at 90%, and expenses over \$10,000 are reimbursed at 100% in any

calendar year. Where no maximum eligible expense is noted, reasonable and customary rates will apply. Please consult your online employee benefit booklet for details.

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

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

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

## **Group Travel Insurance**

The group travel plan covers a wide range of benefits which may be required as a result of an accident or unexpected illness incurred outside the province while travelling on business or vacation. The insurer will pay 100% of the reasonable and customary charges (subject to any benefit maximums) for expenses, such as hospital, physician, return home and other expenses as outlined in the employee booklet. Coverage under Group Travel Insurance is limited to a maximum of ninety (90) days per trip for travel within Canada. Coverage commences from the actual date of departure from your province of residence. Coverage under Group Travel Insurance is limited to thirty (30) days per trip for travel outside Canada. Coverage commences from the actual date of departure from Canada.

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

Additional coverage is available from Great-West Life on an optional pay all basis.

## **OPTIONAL BENEFITS**

### **Optional Group Life Insurance**

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

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

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

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

This plan is available to you on an optional and employee-pay-all basis. Long term disability insurance may provide disability benefits for periods of total disability which exceed 119 days. To be eligible for this benefit, you must be under the age of 65 and be a member of either the Public Service Pension Plan or the Uniformed Services Pension Plan. To be eligible for LTD benefits, claim forms must be submitted with 10 months from date of disability and the employee must be totally disabled for at least 119 calendar days.

### **Optional Dental Care Insurance**

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

### **Optional Critical Conditions Insurance**

This plan is available to you and your dependents on an optional and employee-pay-all basis.

Critical Conditions Insurance will provide a lump sum payment to insured employees in the event 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 of the same or opposite sex who has been publicly represented as your spouse for at least one year.

#### Dependent Children

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

Children of your spouse are considered dependents only if:

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

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

### **Eligibility**

- all full-time permanent employees working a regular work week are required to participate on the first day of employment
- all part-time permanent employees working a minimum of 50% of the regular work week are required to participate from the first day of employment
- all full-time temporary employees, if hired for a period of more than three months, are required to participate from the first day of employment. Full-time temporary employees who are hired for a period of less than three months, who have their contract extended for an additional period of at least three months, are required to participate on the date of notification that their employment was extended.
- all contractual employees, if hired for a period of more than three months, are eligible from the first day of employment. Contractual employees who are hired for a period of less than three months, who have their contract extended for an additional period of at least three months, are eligible to participate on the date of notification that the contract was extended. Contractual employees are not eligible to participate beyond 31 days of their eligibility date.
- all regular seasonal employees are required to participate in the plan from their first day of active employment. During periods of lay-off, provided they do not work for another employer during such lay-off, regular seasonal employees have the option to continue coverage provided the employer is duly notified prior to the commencement of the layoff. **Coverage will not continue unless a “Continuation of Coverage” form is completed, signed, and given to your Group Plan Administrator prior to you leave.**
- all casual employees working a minimum of 50% of the normal working hours for their job classification in the previous calendar year are required to participate in the following policy year (April 1 to March 31). Eligibility for casual employees is reviewed on an annual basis.
- employees who elect early retirement will continue to be insured under the program as if active employees. Group life and accidental death and dismemberment insurance benefits will be calculated on the annual superannuation benefits. Optional Long Term Disability and Critical Illness will terminate. Basic Life and Basic AD&D coverage will be reduced on the first of the month following the date of retirement or age 65, whichever occurs first.

- for retirees, upon attainment of age 65, all basic life and optional life insurance policies terminate. At age 65, if you have been insured for a period of five years immediately prior to your 65th birthday, you may be eligible for a reduced paid-up life insurance policy on the first of the month following attainment of age 65, which will remain in force throughout your lifetime. You may also be eligible to continue your supplementary health and group travel insurance plans on a 50/50 cost-shared basis.
- In the event of your death, your surviving spouse and any insurable dependent children, who on the date of your death was insured under the plan, may have the option of continuing in the group insurance program.

### **EMPLOYEE AND RETIREE RESPONSIBILITY**

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

- For ensuring that you have applied for the coverage you wish to have for yourself on your enrolment forms and your dependents within the appropriate time frames.
- To change your coverage from single to family within the appropriate time frame. If the coverage is not changed within 31 days of acquiring your first eligible dependent an Evidence of Insurability on Dependents is required for approval.
- To add a spouse to this plan in the event that he or she loses coverage under another plan within a 31 day period following the loss of coverage to avoid having to provide medical evidence.
- For examining payroll deductions for each pay period for all group insurance benefits. Examples would include family versus single coverage and optional benefit premiums particularly when you have requested changes in coverage and at the annual renewal date when the premiums are adjusted. This will ensure accuracy and allow for corrections on a timely basis. Coverage details can be confirmed through pay stubs, your plan administrator, employers online benefit statements (where available), and the insurance carrier (their website and their toll free number)
- For amending your coverage to delete any coverage you no longer require. Contributions which you have paid are not refundable if they were consistent with the application on file.
- For effecting conversion of the coverage eligible to be converted upon the earlier of termination of employment or at age 65.

- For accurately completing the necessary forms required for continuing benefits while on maternity leave, sick leave, special leave without pay, retirement, etc. It is extremely important these arrangements be made prior to commencing eligible leave. For continuation of group life and health insurance while on temporary lay-off or on unpaid leave you are responsible for the payment of the full premium amount (employer/employee contributions) and failure to remit will result in termination of coverage. You are also responsible for the payment of the full premium amount (employer/employee contributions) if you are a casual/hourly employee and you maintain benefits during a pay period when you have not worked and have not received pay. Failure to remit premiums will result in the termination of coverage.
- For providing appropriate claim information necessary to process LTD and/or Waiver of Premium claims as well as to ensure notice of claim/proof of claim where necessary has been provided within appropriate time frames as required under the contract.
- For providing appropriate medical information necessary to add a dependant as functionally impaired to continue their coverage beyond the age a dependant would otherwise terminate based on contract guidelines
- For completing the appropriate forms accurately, completely, and within applicable timeframes for such things as change of address, addition or deletion of a dependent, and other significant matters that can change or otherwise affect your coverage.
- To register overage student dependents between age 21 and 25 at the beginning of each school year. Failure to do so may impact coverage.
- Reviewing the online employee benefit booklet, contacting the insurance carrier and/or your organization's plan administrator to ensure you have a sound knowledge of the benefits available, extent of coverage, eligibility criteria, exclusions, restrictions, medical underwriting requirements, conversion options, continuation of benefits, predeterminations and other important requirements of the program.
- Providing proof of the purchase of pension service that may reduce LTD premiums. Premiums will only be adjusted when the plan administrator has been notified and received verification despite the date the purchase may have occurred.
- For notifying your plan administrator if the deletion of an overage dependant requires a change in your premiums from family to single coverage.

**\*SCHEDULE E****THE CLASSIFICATION REVIEW AND APPEAL PROCESS****A. Definitions**

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

## **B. Classification Review Process**

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

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

2. A review shall not be entertained on the grounds:
  - of inadequacy of the pay scale assigned to the pay range number; or
  - that the scope of duties and responsibilities has been improperly assigned to the position by management.
3. Organizations or employees who wish to have a position reviewed are able to do so by submitting a Position Description Questionnaire (PDQ) to the Classification & Organizational Design Division, Human Resource Secretariat, Confederation Building, St. John's, A1B 4J6. Employees may use the Microsoft Word version of the [PDQ](#) or complete and submit the [PDQ online](#).

Information on access to the necessary documents can be found in the Human Resource Secretariat's website

<http://www.exec.gov.nl.ca/exec/hrs/newjobevaluation.html>

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

**C. Classification Appeal Process**

1. If an employee is dissatisfied with the decision of the Classification & Organizational Design Division, an appeal of the decision may be submitted to the Classification Appeal Adjudicator of the Public Service Commission. The request for an appeal must identify which factor(s) is/are being challenged and the associated rationale for each factor(s). The appeal process is restricted to those factors identified as being challenged and sufficient reasoning provided.
2. All such appeals shall be submitted to the Classification Appeal Adjudicator in writing within a period of not more than fourteen (14) days after the receipt by an employee of notification of the Classification & Organizational Design Division's decision as above mentioned.
3. A classification appeal of specific factor(s) shall not be accepted by the Classification Appeal Adjudicator based on job content which differs from that reviewed by the Classification & Organizational Division. In such a case, the employee or group of employees shall first approach the Classification and Organizational Division seeking a further review on the basis of the new circumstances involved.
4. The Classification Appeal Adjudicator shall be an independent position created within the Public Service Commission.
5. The Classification Appeal Adjudicator is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures.
6. Changes in these procedures shall be recommended for approval only after co-ordination with the Public Service Commission, and the Human Resource Secretariat.
7. The Classification Appeal Adjudicator may render decisions based on the information provided or may hold hearings if deemed necessary. The appellant may be required to appear at any time and in any place in the province deemed desirable.
8. The Classification Appeal Adjudicator shall only consider and rule upon the factors challenged by an individual employee, or group of employees having identical classifications, provided that such employee or group shall first have submitted their request in accordance with Section 3 of Part B and shall have been notified in writing of the Classification & Organizational Design Division's decision on the request.
9. The Classification Appeal Adjudicator has the right to refuse to receive or hear an appeal if it considers that the grounds on which the appeal was submitted are irrelevant or not in accordance with Sections 1 and 2 of Part B.

10. The employing organization concerned shall allow time off from regular duties to any employee who is required by the Classification Appeal Adjudicator to appear before him/her and, in respect of such absence; the employee shall be regarded as being O.H.M.S. It is the responsibility of the employee to obtain the prior approval of the permanent head before absenting themselves from their duties for this purpose.
11. On receipt of an appeal from an employee or a group of employees, the Classification Appeal Adjudicator may request the Classification & Organizational Design Division to assemble all pertinent information prepared as a result of the classification review, a copy of which will be provided to the appellant and the immediate supervisor by the Classification Appeal Adjudicator.
12. Where the appellant requires clarification on any point contained in the classification file or wishes to comment on any aspect of the classification file, he/she must file with the Classification Appeal Adjudicator within fourteen (14) days of receiving the file, a written statement including any supporting documentation which details his/her questions or comments.
13. A copy of the appellant's written statement and supporting documentation will be sent by the Classification Appeal Adjudicator, within three (3) days of receipt, to the Classification & Organizational Design Division who may respond or be requested to respond in writing within fourteen (14) days to the questions or observations raised by the appellant. Such response shall be forwarded by the Classification Appeal Adjudicator to the appellant within three (3) days of receipt. This cumulative documentation shall then constitute the entire appeal file to be considered by the Classification Appeal Adjudicator.
14. Where the Classification Appeal Adjudicator is satisfied that all relevant documentation is on file, it shall determine whether a hearing is warranted or if a decision can be rendered on the basis of the written documentation provided.
15. Where in the opinion of the Classification Appeal Adjudicator a group of appellants' position description questionnaires are sufficiently similar, have identical ratings and the appellants are employed in the same classification by the same organization, the Adjudicator may propose the consolidation of individual appeals to those appellants such that the appeals of individuals may be decided upon in a group appeal.
16. Where the Classification Appeal Adjudicator proposes a group review, the individual appellants must indicate their agreement with the group review in writing.
17. Where not all appellants agree to consolidation, the Classification Appeal Adjudicator will first decide on a consolidated basis the appeals of those appellants who are in agreement with consolidation. Those appellants not in agreement shall be provided an opportunity for individual review, as soon as practical following the determination of a consolidated appeal.

18. When the Classification Appeal Adjudicator renders a decision on those factors challenged on the basis of the written documentation, notification of such decision on those factors challenged shall be forwarded to the Classification & Organizational Design Division. The Classification & Organizational Design Division will notify and provide the necessary authority to the employing agency as well as provide a copy of the Classification Appeal Adjudicator's decision and the impact, if any, on the position to the appellant and his/her designate.
19. If a hearing is warranted, the appellant, a permanent head or management designate and a representative of Classification & Organizational Design Division may be requested to appear before the Classification Appeal Adjudicator.
20. Appellants are to be given two opportunities to postpone appeal hearings after which appeals will then be withdrawn by the Classification Appeal Adjudicator.
21. The hearing will be presided over by the Classification Appeal Adjudicator who will retain control over the conduct of the hearing and who will rule on the relevancy of any questions raised by any of the parties.
22. The Classification Appeal Adjudicator may adjourn the hearing and order the appearance of any person or party who, at the Classification Appeal Adjudicator's discretion, it deems necessary to appear to give information or to clarify any issue raised during the hearing.
23. Following the conclusion of the hearing, the Classification Appeal Adjudicator will deliberate on and consider all relevant evidence and supporting information. Within fifteen (15) working days of reaching a decision, the Classification Appeal Adjudicator shall inform the Classification & Organizational Design Division in writing over the signature of the Classification Appeal Adjudicator of his/her decision on those factors challenged and a detailed explanation of the rationale of any change from the Classification & Organizational Design Division's original determination. The Classification & Organizational Design Division will notify and provide the necessary authority to the employing agency as well as provide a copy of the Classification Appeal Adjudicator's decision and the impact, if any, on the position to the appellant and his/her designate.
24. The Classification Appeal Adjudicator is required to submit written reasons to the Classification & Organizational Design Division for those decisions that result in changes in the factors challenged.
25. The impacts of changes in ratings arising from decisions of the Classification Appeal Adjudicator shall be processed by the Classification & Organizational Design Division in accordance with the Human Resource Secretariat's compensation policies.

26. The decision of the Classification Appeal Adjudicator on an appeal is final and binding on the parties to the appeal.
27. An appeal shall be regarded as closed:
  - when a decision is rendered thereon by the Classification Appeal Adjudicator;
  - if the appellant requests in writing the withdrawal of the appeal;
  - in the event an employee is dismissed with cause; or
  - if the appellant postpones a hearing in accordance with Section 20 of Part C.

**SCHEDULE F****EMPLOYEE ASSISTANCE PROGRAM****EMPLOYEE ASSISTANCE PROGRAM**

The Employee Assistance Program (EAP) is a joint program of the Government of Newfoundland and Labrador and its unions/associations. The purpose of the program is to provide employees and their dependents with an opportunity to access professional counseling services. The program is also intended to act as a supportive resource to employees and managers throughout government and agencies who have been deemed as participants in the program.

A cornerstone of the EAP is confidentiality with respect to all matters associated with professional services to clients. The EAP Coordinators demonstrate respect for the trust and confidence placed in them by clients. This is accomplished by protecting the privacy of client information and respecting the clients right to control when or whether this information will be shared with third parties as outlined in the EAP Roles, Responsibilities and Operating Procedures. The general expectation that EAP Coordinators keep information confidential does not apply when there is a professional duty or obligation to disclose information where there is serious, imminent, or foreseeable harm to a client, employee, or others. This caution is explained to the employee at the earliest possible opportunity.

Nothing in this statement or policy is to be interpreted as constituting a waiver of management's right to take disciplinary measures, nor the union's right to grieve within the framework of the Collective Agreement.

**BASIC PRINCIPLES**

The Unions/Associations and the Employer, recognize that personal problems, which are affecting or which may affect work performance, can be addressed effectively when identified early and when referral is made to an appropriate source of help.

For employees who participate in the EAP, sick leave may be granted, on the same basis as is granted for other health problems. Consideration could also be given for the use of annual leave or leave without pay.

Employees are assured that their job future and standing with the Employer will not be jeopardized by their participation in the Program.

The EAP encourages employees to seek help voluntarily.

Wherever the need exists and where they feel it would be advantageous to the employee, management reserves the right to encourage employees to attend the program.

The Committee oversees the operation of this Program.

This Program applies to employees and their dependents, who have been deemed as participants in the program. The Program applies to all employees, and former employees, for the period of one year from their last date of employment.

In the event that a group of employees are concerned that the help of the EAP should be offered to an immediate supervisor, established procedures should be followed to advise the next level of management of this concern.

### **COMPOSITION OF THE COMMITTEE**

The chairperson shall be the Director of the Employee Assistance Program. The committee is comprised of 6 members as listed below.

- Director EAP Program – one representative
- Human Resource Secretariat - one representative
- Public Service Commission – one representative
- Newfoundland Association of Public Employees- one representative
- Canadian Union of Public Employees ( School Board ) – one representative
- Public Sector Management Association – one representative

### **JURISDICTION OF THE COMMITTEE**

The committee functions in a consultative capacity and provides recommendations to the employer and unions on matters related to the EAP. The committee shall not override the employers' rights and responsibilities to manage, nor affect the unions' rights as established by law and collective agreements. A quorum shall consist of a minimum of 4 members.

## **RESPONSIBILITIES**

- a) To oversee the effective operation of the policy and procedures of the program as agreed upon by the PSC/employer and the union/associations;
- b) To serve in an administrative advisory capacity to the EAP in policy, procedures and practices;
- c) To ensure that steps are taken to promote awareness and a full understanding of the program to employees
- d) To ensure that adequate training is provided to managers, supervisors and union representatives
- e) To review annual reports of the EAP

## **ADMINISTRATION**

### **FREQUENCY OF MEETINGS**

The frequency of the meetings shall be determined by the committee; however the committee will meet not less than four times per year. The date of the following meeting will be established prior to the adjournment of the current meeting.

### **AGENDA**

Agenda items may be submitted to the chair in advance of the meeting.

### **RECORD OF MEETINGS**

The minutes of meetings will be reviewed and adopted at the beginning of each meeting. Any changes will be made and recorded in subsequent meeting minutes. The PSC will be responsible for recording of minutes and ensuring that copies are distributed in advance of the meeting to the committee members.

### **ROLES AND RESPONSIBILITIES**

The Director of the EAP will chair the meetings. The roles and responsibilities of the Director, coordinators, managers and employees will be outlined in an operational and procedural document developed by the Director of the EAP in consultation with the JLMC.

## **THE EMPLOYEE ASSISTANCE PROGRAM (EAP) OF THE PUBLIC SERVICE COMMISSION INCLUDING ROLES, RESPONSIBILITIES AND OPERATING PROCEDURES.**

The Director and EAP Coordinators of the Employee Assistance Program ( EAP) are employees of the Public Service Commission. These individuals are responsible for the administration and operations of the program.

### **The responsibilities of:**

#### **Co-ordinators and/ or the Director**

- a) To thoroughly understand and consistently apply the principles of the EAP.
- b) To interview all employees who request assistance through the EAP, and to provide them with full information regarding participation in the program.
- c) To provide direct help in assisting employees, to advise employees of other helping services available, and to arrange for referral for assessment or treatment.
- d) To monitor the progress of employees referred to the Program, where appropriate.
- e) To provide general information and statistics to the Joint Labour management Committee ( JLMC) on request.
- f) A cornerstone of the EAP is confidentiality with respect to all matters associated with professional services to clients. The EAP Coordinators demonstrate respect for the trust and confidence placed in them by clients, by protecting the privacy of client information and respecting the clients right to control when or whether this information will be shared with third parties. The general expectation that EAP Coordinators will keep information confidential does not apply when there is a professional duty or obligation to disclose information, or where there is serious, imminent, or foreseeable harm to a client, employee, or others. This caution will be explained to the employee at the earliest possible opportunity.

#### **Managers/Supervisors**

- a) To establish and communicate to their employees the level of work performance that will be considered satisfactory.
- b) To observe and document instances of unsatisfactory job performance.
- c) Where in the opinion of the manager that work performance is unsatisfactory and that there exists a potential need for counselling service, the manager should inform the employee of the EAP Program.

### **Human Resources Directors /Managers**

- a) To understand and to distribute up-to-date information about the EAP to all employees in their department or agency.
- b) To ensure that all employees are aware of the EAP and the application of confidentiality practices.

### **Union Representatives**

The Union Representatives will play a supportive role in the referral to the EAP of bargaining unit members.

- a) To fully understand the roles and responsibilities outlined in the operational procedures and operations issued by the Director of the EAP in consultation with the JLMC.
- b) To ensure that the employee's rights under the Collective Agreement and under the EAP are clearly explained.
- c) Upon the request of an employee, become involved in any interview so that both the Union/Association and the Employer can encourage the employee to accept help through the EAP.
- d) To provide support to the employee during their participation in the EAP.

### **Employee**

The responsibilities of the individual employee who is a participant in the EAP are:

- a) To have knowledge of the EAP.
- b) To actively participate in the EAP.

### **EAP REFERRAL PROCEDURES**

Employees may access EAP through:

#### **1. Self-Referral:**

A self-referral is a referral made by the employee on their own behalf. All employees can seek assistance on a voluntary basis by contacting an EAP Co-ordinator of the Program. When a self-initiated referral requires outside treatment, and/or time away

from the workplace, it is the employee's responsibility to notify the supervisor (or other personnel as required) to request leave or other arrangements.

2. **Workplace Assisted Referral:**

Where the manager and/or supervisor of an employee or another manager may identify an individual in the workplace is in need of support and counselling, he/she may recommend contact with the EAP. The manager or supervisor is not provided with any information regarding contact unless the employee provides consent and the EAP Coordinator agrees that it is in the individual's best interest to share information.

3. **Formal Referral**

A formal referral to EAP normally occurs at a point when work performance issues have been identified by the manager or supervisor to the employee. The employee is provided with a letter outlining the issues of concern within the workplace and offered the option of EAP support to assist in addressing the concern. Participation in the EAP Program is voluntary, whether it is through self referral on one's own initiative, or through formal referral by the manager. The employee maintains the right to confidentiality throughout his/her involvement in the EAP. Nothing of a confidential nature is discussed between the coordinator and the manager.

The EAP coordinator has a duty to provide confirmation of whether an employee is participating in a treatment program and attendance when this information is requested from the manager. The manager is responsible for maintaining contact with the EAP coordinator to confirm the employee is participating and attending the program. They are also responsible for offering the employee support throughout the process. During the time the employee is in the program, the EAP Coordinator maintains contact with the employee and outside helping agency.

When an employee's work performance becomes unsatisfactory, the supervisor's first response should be to provide the employee with feedback on performance and to clarify what is expected.

If the unsatisfactory job performance persists, the supervisor or manager shall consult with the Human Resources Manager or Director or his/her designate to review the employee's performance before making a formal referral to the Employee Assistance Program. The employee has the right to have union representation at any meeting where there is a human resources manager and departmental manager present to discuss concerns related to unsatisfactory work performance. The employee is advised of the following:

- a) The consequences of continuing the present unsatisfactory work pattern may lead to disciplinary action up to and including dismissal.

- b) The Employee Assistance Program is in place and how it operates.
- c) The employee is given a choice between accepting referral to the Employee Assistance Program or not.
- d) The employee is expected to keep the appointment and to participate in the program

## **CONFIDENTIALITY**

All persons working with clients of the EAP (e.g., medical personnel administrators, coordinators, counsellors, and support staff) are prohibited from disclosing any information unless consent of the individual employee is obtained. There are specific circumstances whereby confidentiality cannot be guaranteed between the coordinator and client. These circumstances include situations whereby there is a professional duty of the coordinator to release information. This caution will be explained to the employee at the earliest possible opportunity.

EAP files shall be handled with the greatest degree of confidentiality. Names shall not be used on these files or on the working notes contained in them. Other means of identification such as codes/numbers/letters will be used.

EAP files and working notes shall be retained in a secure and restricted area and shall be destroyed according to the Records, Retention, and Disposal Schedule as per the Government of Newfoundland and Labrador Records Management guidelines. The confidential file of the EAP shall be available for inspection by the employee at any reasonable time.

When an employee is referred by the E.A.P. Co-ordinator to an appointed external service provider, sufficient information shall be released to that individual in order that he/she may provide the most appropriate counselling service to the employee.

## **FOLLOW-UP**

At the discretion and professional assessment of the EAP Coordinator, follow up contact will be made by the coordinator to the employee.

## **CONCLUSION**

The success of an Employee Assistance Program rests with a commitment from the Employer and the Unions/Associations in providing employees with an offer of help. This commitment can be realized only through the actions of the Employer's managers at all levels, and the Unions/Associations representatives for the workplace. Likewise, the employee's willingness to participate in the Program is essential.

Employee Assistance Programs are now widely accepted as beneficial to the employee and the Employer. The employee is offered and encouraged to accept help for problems that seriously affect his/her work, well-being, and family. The Employer benefits by retaining its employees in the work force so that their skills and knowledge are not lost. The early use of EAP policies and procedures can contribute significantly to the prevention of serious mental health or workplace performance problems among employees.

**SCHEDULE G****NUMBER OF WEEKS OF PAY IN LIEU OF NOTICE**

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

**SCHEDULE H**  
**PORTABILITY OF BENEFITS**

**AGREEMENTS (NAPE)**

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

**AGREEMENTS (CUPE)**

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

**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 and Compensation, Division of the Public Service Secretariat. 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**  
**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 and Labrador (represented by the Treasury Board) agree to its terms.
4. It is agreed that the payment outlined in Clause 2 above is full settlement of Government's share of the unfunded liability of the PSPP as established on December 31, 2000 and outlined in section 2 of the Memorandum of Understanding - 2004, Agreement on Pensions and there shall be no further special payments.
5. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship by April 1, 2008.

All reasonable costs of the Committee relating to professional, legal and support services shall be paid from the Pension Fund.

6. All unions representing Public Service Pension Plan members must indicate, in writing, acceptance of this proposal.
7. For the duration of the Collective Agreement the Employer agrees to maintain the Public Service Pension Plan as an independent pension plan.

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

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

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

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

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

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

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

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

9. **Group Insurance Committee Membership**

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

**MEMORANDUM OF UNDERSTANDING****LABOURER II – ENGINEERING**

In an effort to address longstanding issues involving the Labourer II classification for work crews within Regional Engineering operations of the Department of Transportation and Works, the parties to this Memorandum thus agree:

1. The general main functions, although not all-inclusive, of Labourer II, Engineering, shall be: flagging; chainsaw operation involved in survey line cutting; construction scalehouse checking and weighing; rodderson / chainperson; and related duties;
2. Engineering Labourers will not be eligible for layoff, recall or bumping in Transportation Maintenance Units and vice versa;
3. During the construction season, for projects that span or cross over into adjacent Unit areas, the Unit that encompasses the largest mileage or geographical area of the project shall be considered the employee's headquarters area for recall, layoff and bumping purposes only. In this case, where all regular employees in layoff have been recalled in the greater headquarters area of the project, laid off employees, in accordance with 28.04 (b), may be hired as required from the adjacent headquarters area(s), until a recall is required in their regular headquarters area. When a normal layoff occurs, these employees will be first laid off before the regular employees of the headquarters area.
4. Notwithstanding #3 above, the Employer may offer employees who are about to be laid off or who have already been laid off temporary employment in another headquarters area, provided there is a vacancy available. In such an event, employees accepting such employment will not be eligible for travel benefits, unless assigned by the Employer to work outside the boundaries of the headquarters area and such employees will maintain rights to their original headquarters area.
5. All other provisions of the M.O.S. Collective Agreement shall continue to apply and will not be modified, abridged or otherwise altered by this Agreement.

**MEMORANDUM OF AGREEMENT****12-HOUR SHIFT**

The parties to this Memorandum of Agreement recognize the majority desire of the security staff of the East and West Blocks of the Confederation Building Complex; the Marine Institute; the Arts and Culture Centre (St. John's); the Power Engineers at Building 904; and the Maintenance Repairer staff at the Offshore Safety and Survival Centre to continue the current twelve (12) hour shift schedule. The parties to this Memorandum of Agreement agree such continuation will not result in any additional cost to the Department. The parties further recognize that no member of this group of M.O.S. employees shall lose any benefit whatsoever because of the implementation of this shift schedule and thus agree:

1. This shift schedule in Transportation and Works shall be confined to employees in the preceding paragraph, covered by the M.O.S. Collective Agreement;
2. The shift schedule currently in effect will continue and will average over the defined period to be equivalent to 42 hours per week. The scheduled work shift shall be twelve (12) hours, inclusive of meal breaks. The beginning and ending of the shift will be from 8:00 to 8:00 a.m./p.m., depending on the particular shift;
3. In the context of this Agreement, the Department is permitted to recall a casual / temporary employee to work a minimum of four (4) hours at straight time rates in order to cover partial shifts as determined by the Department;
4. Subject to Clause 10.10 of the M.O.S. Collective Agreement, overtime shall be paid at the rate of one and one-half (1 1/2) times the hourly rate for all time worked in excess of the scheduled averaged work week (42 hours) or work day (12) hours;
5. Each employee shall be permitted three (3) rest periods of fifteen (15) minutes per shift at times to be designated by the Department. One of these rest periods shall be considered the lunch break;
6. Employees shall receive compensation or time off in accordance with Article 14 of the current M.O.S. Collective Agreement in respect of statutory holidays;
7. Employees shall continue to accumulate annual leave on the basis of 1 1/4 days per month (or a greater amount, as stipulated in Article 15.01 (a) of the current M.O.S. Collective Agreement). However, employees shall be debited with 1 1/2 days (or equivalent hours) for each day taken during this schedule;
8. Employees shall continue to accumulate sick leave in accordance with Article 16, however, employees shall be debited with 1 1/2 days (or equivalent hours) for each day taken;

9. Employees shall be debited with 1 1/2 days for each day of approved special paid and special unpaid leave;
10. Employees shall continue to accumulate the equivalent of 40 hours seniority for each completed work week or an appropriately pro-rated seniority complement for periods of less than one week;
11. Relevant changes to specific clauses in the M.O.S. Collective Agreement will result in relevant changes to this Memorandum of Agreement;
12. All other provisions of the M.O.S. Collective Agreement shall continue to apply and will not be modified, abridged or otherwise altered by this Agreement;
13. This Agreement becomes effective the date of signing and will continue to be in effect until March 31, 2016, unless the parties agree in writing to an earlier termination.
14. This Agreement may be extended in writing with the agreement of the parties.

**MEMORANDUM OF AGREEMENT****\*COMPRESSED WORK WEEK – HIGHWAY MAINTENANCE**

The parties to this Memorandum of Agreement recognize the majority desire of all employees, as covered by the Maintenance and Operational Services (M.O.S.) Collective Agreement, of the Department of Transportation and Works in Regional Transportation Operations, to engage in a compressed work week schedule, and thus agree:

1. \*A working schedule shall be introduced during the 2016 summer maintenance period, commencing May 14 (or the nearest Monday to that date) of one year and ending September 30 (or the nearest Friday to that date) of that year.
2. The scheduled work week shall be comprised of four (4) days and the scheduled work day shall be ten (10) hours, exclusive of meal breaks which shall be of one-half (1/2) hour duration.
3. The work day will commence at 7:00 am and end at 5:30 pm, which shall include the lunch break stipulated in Clause 2.
4. Subject to Clause 10:10 of the M.O.S. Collective Agreement, overtime shall be paid at the rate of time and one-half (1 1/2) for hours worked in excess of the scheduled work week (40 hours) or work day (10 hours).
5. The schedule will be designated as Monday through Thursday each week during the period specified in Clause 1. Each employee shall receive three (3) days off each weekend, unless recalled for overtime purposes.
6. Each employee shall be permitted rest periods of twenty (20) minutes in the morning and fifteen (15) minutes in the afternoon.
7. Employees shall receive compensation or time off in accordance with Article 14 of the current M.O.S. Collective Agreement in respect of statutory holidays.
8. Employees shall continue to accumulate annual leave on the basis of ten (10) hours per month (1 1/4 days equivalent). Employees shall be debited with ten (10) hours, or part thereof, for each day taken during the period of this schedule, as outlined in Clause 1. Employees who are eligible for twenty (20) or twenty-five (25) days shall be treated on a pro-rata basis to account for their accumulation.
9. Employees shall continue to accumulate sick leave in accordance with Article 16. Sick leave taken will be deducted on an hourly basis for each hour, or part thereof, taken.

10. Employees shall be deducted on an hourly basis, or part thereof, for each day of approved special paid leave or any other type of leave, as stipulated in the M.O.S. Collective Agreement.
11. Employees shall continue to accumulate the equivalent of forty (40) hours seniority for each completed work week, or an appropriately pro-rated seniority complement for less than one week periods.
12. Relevant changes to specific clauses in the M.O.S. Collective Agreement will result in relevant changes to this Memorandum of Agreement.
13. All other provisions of the M.O.S. Collective Agreement shall continue to apply and will not be modified, abridged or otherwise altered by this Agreement.
14. This Agreement becomes effective and ends in accordance with the dates outlined in Clause 1.
15. This Agreement may be terminated by either party upon thirty (30) days' notice but may be extended in writing only after agreement as contemplated in Clause 1.

**MEMORANDUM OF AGREEMENT**

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

***(‘fuel price’ on October 1, 2005 – \$0.794) X 0.10 = km rate adjustment***  
*[km rate adjustment is added to the ‘base kilometer rate’]*

- b) Kilometer rates shall be rounded to 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) day's notice from either party.

**MEMORANDUM OF UNDERSTANDING****DEPOTS**

Subject to Article 28.01 (a) (ii), the Union acknowledges that there are no provisions in the Collective Agreement or this MOU that prevents the Employer from opening, closing, amalgamating, or splitting Transportation and Works Headquarters Areas/Units as they exist as the date of signing of this Collective Agreement. This MOU shall form part of the Collective Agreement.

The following applies to the Transportation and Works Headquarters Areas/Units that were amalgamated prior to 2005.

1. Restructuring of Units:

a. Combined Units

- i. Where two (2) or more Units are combined into one single unit the Employer shall designate the Unit which will become the new permanent headquarters area.
- ii. The seniority lists for the two (2) original units will be combined into one and all lay-offs, recalls and bumping will be governed by the newly created list.

b. Split Units

- i. Where an existing unit is divided between two (2) or more units the Employer will designate the headquarters area of the new unit
- ii. The Employer will establish the number of classifications to be distributed amongst the new units.
- iii. Where possible, senior employees, either currently working or in layoff status, in the classification affected by the splitting of the units will be provided the opportunity to choose which unit they will be assigned. Where no voluntary agreement can be reached employees shall be selected on the basis of seniority (i.e. the senior employee shall be given the first option).
- iv. The provision of 1 (a) (ii) and (iii) above will equally apply to 1 (b).

## 2. Reopening Unit(s)

Where the Department intends to reactivate a combined or closed unit the movement of employees will be governed as follows:

- i. Where the Employer reactivates the unit employees who were required to work at a different location as a result of the amalgamation/closure will be provided the first option to return to their former place of work and classification in accordance with their respective seniority.
- ii. Employees who decline, in writing, the process outlined in 2 i) above will not be offered the opportunity again.
- iii. Where the employees return to their original work location (Winter Maintenance Unit) for the winter season, their headquarters area for the purposes of layoff, recall and bumping will continue to be that designated in the new Summer Maintenance Unit.
- iv. At the end of the Winter Maintenance Season employees will be either re-assigned to the Summer Maintenance Unit or laid-off in accordance with their respective seniority.
- v. The above Clauses shall also apply in the event Units are reopened for the summer season.

## 3. Travel

Travel shall be accordance with Article 35 to the Winter Maintenance Units/Depots during the Winter Maintenance Season.

**Memorandum of Agreement**  
**Between**  
**Her Majesty the Queen in Right of Newfoundland and Labrador**  
**represented herein by Treasury Board (the Employer)**  
**and the**  
**The Newfoundland and Labrador Association of Public and Private Employees (NAPE)**

Further to the provisions of Article 47 – Amendment by Mutual Consent, the parties agree to the following amendment to the Collective Agreement Between her Majesty the Queen in Right of Newfoundland and Labrador (the Employer), and The Newfoundland and Labrador Association of Public and Private Employees (NAPE), signed February 13, 2009 and expiring on March 31, 2012 (the Collective Agreement):

**WHEREAS** A.10.01(a) of the Collective Agreement states that subject to A.10.10 and 10.01(b) the scheduled work week shall be forty (40) hours per week and the scheduled work day shall be eight (8) hours per day exclusive of meal breaks;

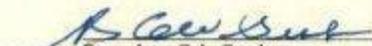
**AND WHEREAS** A.10.01(b) states that where an employee's or group of employees' recognized regularly scheduled work week is presently below forty (40) hours per week, then the employees, group of employees, or new employees who may enter that group, shall continue to work the same number of recognized regularly scheduled hours during the term of this Agreement;

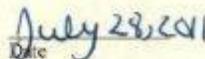
**AND WHEREAS** the positions in Printing Services, a division of the Queens' Printer, listed in Schedule "A", which Schedule forms part of this Agreement, are presently working thirty-five (35) hours per week;

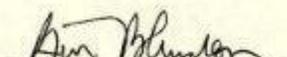
**AND WHEREAS** the Employer and NAPE have agreed to change the hours of work of the positions in Printing Services listed in Schedule "A";

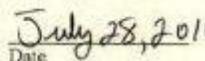
The Employer and NAPE agree as follows:

1. The scheduled work week for the employees currently employed in Printing Services in positions listed in Schedule "A", or new employees who may enter those positions shall be forty (40) hours per week and the scheduled work day shall be eight (8) hours per day exclusive of meal breaks.
2. This change in hours of work shall be effective August 3, 2011.

  
 Bernadette Cole Gendron  
 On Behalf of Treasury Board

  
 Date

  
 Ben Blundon  
 On behalf of NAPE

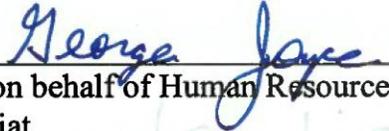
  
 Date

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

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



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



Signed on behalf of Human Resource  
Secretariat

April 13/2018

DATE

March 31, 2018

DATE

**\*MEMORANDUM OF UNDERSTANDING**  
**ATTRITION**

In circumstances when positions are vacated, the employer will use an attrition strategy to reduce the work force. The Union shall be provided the details of any attrition strategy the Employer intends to implement. Where positions are vacated through retirement, resignation, termination for cause or otherwise, and the Employer determines that it will not replace or fill the position(s), these position(s) will be identified to the Union on a quarterly basis.



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



Signed on behalf of Human Resource  
Secretariat

April 13/2018

DATE

March 31, 2018

DATE

**\*MEMORANDUM OF UNDERSTANDING**

**RE: LAYOFFS During the term of the Collective Agreement**

Notwithstanding any Article or Provision of the Collective Agreement, and for the duration of this collective agreement, the Employer shall not layoff for reasons other than lack of work or abolishment of a position that would be considered business as usual in the course of normal employer operations. The employer shall not use layoffs to effect Provincial budgetary expenditure reductions.



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

April 13/2018  
DATE



Signed on behalf of Human Resource  
Secretariat

March 31, 2018  
DATE

**\*MEMORANDUM OF UNDERSTANDING  
CONTRACTED SERVICES**

**MAINTENANCE & OPERATIONAL SERVICES (MOS)**

The parties agree to establish a joint committee of union and employer representatives to identify and review services contracted out to determine potential cost savings. Where the parties agree that returning such work to the bargaining unit would reduce cost for the Employer, such work shall be returned to the bargaining unit.



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



Signed on behalf of Human Resource  
Secretariat

April 13/2018

DATE

March 31, 2018

DATE

**LETTERS OF UNDERSTANDING****L #1      Printing Costs**

The Employer will pay 50% of the cost of printing the Maintenance and Operational Services Collective Agreement.

**L #2      Clause 22.12 Redundancies**

This is to confirm our understanding that if a redundant permanent employee bumps a less senior seasonal or temporary employee, who bumps a less senior permanent employee who is then unable to bump, that the provisions of Clause 22.12 of the MOS Collective Agreement would apply to this permanent employee who is unable to exercise any bumping options.

**\*L #3      Labrador Benefits Agreement**

Notwithstanding that the Labrador Benefits Agreement outlined in Schedule B on pages 71-79 of this MOS Agreement has an expiry date listed as March 31, 2016; the Employer agrees that the Labrador Benefits Agreement is in effect up to the expiry of this MOS Collective Agreement.

**L #4      Vacancy; Posting**

In recognition of the union's concerns regarding posting requirements for short term positions, the Employer agrees to post, in accordance with Article 28.02, positions within Transportation and Works, where an employee's accumulated service in the specific position exceeds thirteen weeks. This will be done despite the fact that the short term positions themselves do not meet the definition of a vacancy.

This letter shall be effective the date of signing of this Collective Agreement.

**L #5      Work Location Reporting**

During winter maintenance operations for Department of Transportation and Works employees, the Employer will endeavour to advise employees prior to the end of their current shift of a requirement to report to a location other than their currently assigned location.

**L #6      Reclassification - Labourer I Classification**

The Employer agrees that employees currently occupying the classification of Labourer I will be reclassified to the classification of Labourer II.

**L #7      Seniority Tie-Breaking - Clause 28.04 (a)(i) and 28.04 (b) (i)**

This will confirm our understanding during contract negotiations concerning the process to be used by the Union to determine the most senior employee, in the event more than one employee has equal seniority.

In the aforementioned event, the original hire dates shall be used to determine the most senior employee. If the original hire dates are the same, the Union shall conduct a random draw, for example, name drawn from a hat. The first name drawn shall be the senior. Affected employees or their representative shall have the right to be present during the draw. The results of this process in both layoffs and recalls shall be communicated to the Employer in accordance with the above noted Clauses.

**L #8      Protective Clothing and Uniforms - Article 27**

Both parties agree to establish a joint committee to review the protective clothing and uniform requirements of MOS employees, in accordance with Article 27. The review will be conducted on a classification and Departmental basis and will involve representatives from each classification and Department involved. The committee is to be restricted to eight (8) members and will start its review within sixty (60) days of the signing of the Maintenance and Operational Services (MOS) Collective Agreement. Recommendations of the committee are to be referred to the Executive of NAPE and Treasury Board for consideration and resolution.

**L #9      Testing for Bumping**

The following guidelines are agreed to by the parties where testing is required by the Employer to determine the ability of those employees seeking to bump into an Equipment Operator II or Equipment Operator III classification under Article 28, Clause 28.04 (c) of the MOS Collective Agreement:

1. Where possible, tests shall be administered by a Transportation Equipment Operations Inspector. However, Driver Examiners from the Motor Registration Division may be used where the Transportation Equipment Operations Inspector is not available. The test used shall be the standard test used by the Motor Registration Division.
2. An employee who has received the relevant Equipment Operator licence through a test administered by a Transportation Equipment Inspector or a Driver Examiner, using the Department's equipment, or an employee who has occupied an Equipment Operator II or Equipment Operator III classification, either through a competition, seasonal assignment, temporary assignment, or by bumping, within the preceding twenty-four (24) months, will not be required to undergo testing.
3. Should a test be required, the piece of equipment selected shall be the type normally used by the employee targeted for bumping and the 'bumper' shall be provided a familiarization period of thirty (30) minutes prior to the commencement of the test. If a dispute arises regarding the selection of equipment used for a test, the records from the prior corresponding winter maintenance or summer maintenance season, as the case may be, shall be used to determine the appropriate equipment type used for the test.
4. Where practical, employees who bump into an Equipment Operator's classification shall be permitted to practice and/or maintain their skills on other equipment. Assistance from the Transportation Equipment Operations Inspector will not be unreasonably denied.
5. It is understood by the parties that the Employer retains full management rights to redistribute equipment and work assignments among employees in the same classification and headquarters area.
6. This Agreement is effective for the duration of this Collective Agreement.

**L#10      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.

**L#11      Travel - Labourer II, Engineering Division**

This Letter of Understanding is applicable to those employees who work in the position of the Labourer II classification who work in the Engineering Division of the Department of Transportation and Works. This Letter of Understanding forms part of the MOS Collective Agreement.

1. Each seniority list for all Labourer II's from the Engineering Division within each respective Region or District shall be merged into one. For the purposes of Article 28.04 the Region shall be the headquarters area/unit and all layoffs, recalls, and bumping shall be governed by the merged seniority list.
2. For the purposes of travel only and provided employees live in the applicable Region where they work, each employee's place of resident shall be considered their headquarters area, and no travel shall be applicable to such employees unless they are more than 20 kms. away from their place of resident. Travel shall be in accordance with Government Travel Regulations and Article 35 - Travel on the Employer's Business of the MOS Collective Agreement.
3. Employees whose place of residence is outside of the Region which they work in shall not be eligible for travel until they are 20 kms. within the Region where they work. Travel shall be in accordance with Clause 2 above.
4. Notwithstanding that junior employees may have been recalled before this MOU is signed, bumping shall only be activated with the first recall occurring from the merged seniority list for each respective Region.
5. Notwithstanding Article 11.02 (b) overtime shall be distributed as evenly as possible working on the same project only. Employees joining a project are only eligible for such overtime from the start date of the project.
6. Nothing in this agreement prevents the Employer from managing its operation and the Employer may move employees from one project to another for any reason including to reduce or eliminate travel.

**L#12      Labrador Airstrips**

The Employer agrees to extend its best efforts towards the redeployment within Labrador of Airstrip Operators whose positions would otherwise become redundant a result of any closedown of Coastal Labrador airstrips resulting from the construction of the Trans Labrador Highway.

**L#13      Layoff - Bumping**

The Employer agrees that, in accordance with Article 28.04 (c)(v), employees who have bumped outside their classification and/or headquarters area shall be considered to be on layoff from their regular classification and may exercise their bumping options as if they had not bumped.

**\*Letter of Understanding**  
**Re: Other Post-Employment Benefits (“OPEB”) Eligibility**

The parties hereby confirm and acknowledge:

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

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

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

7. Employees who do not meet the criteria noted in clauses 2, 3 or 4 above shall not be entitled to OPEB on ceasing active employment in the public service.
8. Employees who become entitled to OPEB pursuant to clauses 2 or 3 above shall pay 50% of the premiums of the plan and the employer shall pay 50%.
9. Employees who become entitled to OPEB pursuant to clause 4 above shall pay premiums of the plan based on the number of completed years' of pensionable service as follows:

Completed Years of Pensionable Service	Employee Share – Employer Share
15-19 years	85% - 15%
20-24 years	70% - 30%
25-29 years	55% - 45%
30+ years	50% - 50%

10. This Letter of Understanding, made pursuant to s.3(2) of the Act, shall prevail where any term herein conflicts with a provision of the collective agreement, one of its Schedules, Letters or Memoranda of Agreement, including, without limitation, any practice, settlement of dispute, agreement or arbitration award arising from events prior to the coming into force of the Act.
11. Nothing in this Letter of Understanding shall have the effect of waiving or negating, in whole or in part, any requirement, procedural or substantive, under a Group Health and Life Insurance program or policy sponsored by the employer, e.g., the filing of continuation or other required forms, provision of proof of insurability, etc....

12. This Letter of Understanding may be executed in any number of counterparts, each of which will be considered an original of same, and which together will constitute one and the same instrument. A facsimile signature or an otherwise electronically reproduced signature of any party shall be deemed to be an original.

**\*LETTER OF UNDERSTANDING**

**TEMPORARY EMPLOYEE CONVERSION TO PERMANENT STATUS**

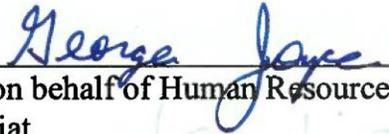
**MAINTENANCE & OPERATIONAL SERVICES (MOS)**

The Employer commits to undertake a review of current long-term temporary and seasonal employees, within one hundred and twenty (120) days of signing of the Collective Agreement, with a view to awarding permanent status to those who meet the following criteria as of the date of signing of the Collective Agreement.

1. Employees considered for permanent status must have acquired their position through a competitive process or through a process acceptable to the Public Service Commission.
2. The employee must have maintained employment in the **classification/position** for a period of twenty-four (24) consecutive months.
3. There must be an ongoing need for the position as determined by the Employer. For the purpose of this provision, one of the factors when determining ongoing need is whether the position has been extended beyond the twenty-four (24) month employment period, as referred to in No. 2 above.
4. Notwithstanding #2 above, employees who are temporarily and or seasonally assigned during the two (2) year period will be considered for permanent status in the classification that they were temporarily and or seasonally assigned from.



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



Signed on behalf of Human Resource  
Secretariat

April 13/2018  
DATE

March 31, 2018  
DATE

**\*LETTER OF UNDERSTANDING  
TEMPORARY EMPLOYEE CONVERSION TO SEASONAL STATUS  
MAINTENANCE & OPERATIONAL SERVICES (MOS)**

The Employer commits to undertake a review of temporary employees with a view to awarding seasonal status to those employees who meet the following criteria:

- 1) In the event that a temporary employee does not meet the criteria for permanent status, such employees will be awarded seasonal status provided they have worked more than fifty percent (50%) of the regular hours of work for each of last two (2) consecutive winter seasons. The 2015/16 and 2016/17 winter season will be used as the last two (2) consecutive winter seasons.

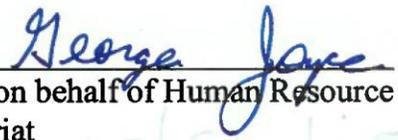
or

In the event that a temporary employee does not meet the criteria for permanent status, such employees will be awarded seasonal status provided they have worked more than fifty percent (50%) of the regular hours of work for each of last two (2) consecutive summer seasons. The 2015/16 and 2016/17 summer seasons will be used as the last two (2) consecutive summer seasons.

- 2) Employees who have been temporarily and/or seasonally assigned during the seasons described in #1 above, and who meet the criteria as established in #1 above, will be considered for seasonal status in the classification that they were temporarily and or seasonally assigned from.
- 3) Employees considered for seasonal status must have acquired their position through a competitive process or through a process acceptable to the Public Service Commission.



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



Signed on behalf of Human Resource  
Secretariat

April 13/2018

DATE

March 31, 2018

DATE



Government of Newfoundland and Labrador  
Department Executive Council  
Human Resource Secretariat

Mr. Ed Hogan  
Senior Negotiator  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Hogan:

**RE: Compressed Work Week/Flextime Works Branch**

The following arrangement for a compressed work week/flextime working schedule is applicable for employees of the Works Branch of this Department:

- With the exception of the winter period in Labrador, a Compressed Work Week / Flextime working schedule will be applicable for all MOS maintenance workers in the Works Branch of the Department, except as noted below;
- The same schedule will apply in Labrador as elsewhere in the Province, except during the period September 15 of one year through May 13 of the following year when the normal 8-hour, 5-day work schedule will apply;
- All employees will be required to complete individual agreements to be approved by each local manager;
- The Department reserves the right to not approve a compressed work week arrangement where such would adversely affect normal working operations;
- In the event the working schedule is deemed unsuitable or operationally problematic in any particular work headquarters, the Compressed Work Week/Flextime arrangement may be cancelled upon thirty (30) days notice to the respective employee group.

Sincerely,

A handwritten signature in blue ink that reads "Christa Chaplin".

Christa Chaplin  
Chief Negotiator



Government of Newfoundland and Labrador  
Department Executive Council  
Human Resource Secretariat

Mr. Ed Hogan  
Senior Negotiator  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Hogan:

**RE: Government Buildings**

The Employer agrees for the term of this Agreement to protect the jobs of those employees who would otherwise be directly affected by the jurisdictional transfer to a municipality of buildings currently maintained and operated by employees covered in this Agreement. The Union agrees that the obligation of the Employer will have been achieved where affected employees are accommodated through redeployment, reassignment or retirement.

Sincerely,

A handwritten signature in blue ink that reads "Christa Chaplin".

Christa Chaplin  
Chief Negotiator



Government of Newfoundland and Labrador  
Department Executive Council  
Human Resource Secretariat

Mr. Ed Hogan  
Senior Negotiator  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Hogan:

**RE: Transfers of Roads to Municipalities**

The Employer agrees for the term of this Agreement to protect the jobs of those employees who would otherwise be directly affected by the jurisdictional transfer to municipalities and /or regional governments of roads currently being maintained by employees covered by this Agreement. The Union agrees that the obligation of the Employer will have been achieved where affected employees are accommodated through redeployment, reassignment or retirement.

Sincerely,

A handwritten signature in blue ink that reads "Christa Chaplin".

Christa Chaplin  
Chief Negotiator



Government of Newfoundland and Labrador  
Department Executive Council  
Human Resource Secretariat

Mr. Ed Hogan  
Senior Negotiator  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Hogan:

**RE: Operations and Maintenance of Equipment**

The Employer agrees that highway maintenance equipment owned or leased by the Department shall be operated by employees of this bargaining unit and these employees will operate and maintain any such equipment that is loaned, leased or contracted to an outside agency, business, municipality or regional government.

Sincerely,

A handwritten signature in blue ink that reads "Christa Chaplin".

Christa Chaplin  
Chief Negotiator



Government of Newfoundland and Labrador  
Department Executive Council  
Human Resource Secretariat

Mr. Ed Hogan  
Senior Negotiator  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Hogan:

**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,

A handwritten signature in blue ink that reads "Christa Chaplin".

Christa Chaplin  
Chief Negotiator



Government of Newfoundland and Labrador  
Department Executive Council  
Human Resource Secretariat

Mr. Ed Hogan  
Senior Negotiator  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Hogan:

**Re: Transportation Lead Hand**

The Employer confirms that it will adhere to the strict wording of Article 23.05 except that the employee may be seasonally assigned whether a vacancy exists or not and all seasonal assignments shall continue for the full duration of the seasonal assignment.

Sincerely,

A handwritten signature in blue ink that reads "Christa Chaplin".

Christa Chaplin  
Chief Negotiator



Government of Newfoundland and Labrador  
Department Executive Council  
Human Resource Secretariat

Mr. Ed Hogan  
Senior Negotiator  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Hogan:

**Re: \*Sick Leave**

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

Sincerely,

A handwritten signature in blue ink that reads "Christa Chaplin".

Christa Chaplin  
Chief Negotiator



Government of Newfoundland and Labrador  
Department Executive Council  
Human Resource Secretariat

Mr. Ed Hogan  
Senior Negotiator  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL  
A1B 3M9

Dear Mr. Hogan:

**Re: \*Classification Review and Appeal Process under Schedule E**

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

Sincerely,

A handwritten signature in blue ink that reads "Christa Chaplin".

Christa Chaplin  
Chief Negotiator