

**LABORATORY AND X-RAY
COLLECTIVE AGREEMENT**

BETWEEN

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

AND

**THE NEWFOUNDLAND AND LABRADOR
ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES**

Effective: March 31, 2018

Expires: March 31, 2020

THIS AGREEMENT made this 31st day of March, Anno Domini Two Thousand and Eighteen.

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

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 "the Union").

of the other part.

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

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Article 1 – Preamble

1.01 Purpose of Agreement

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees, and the Union to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions including the functioning of a safety committee affecting employees covered by this Agreement. When interpreting this collective agreement, the parties agree that the respective transition agreements between the Union and the regional employers must be read in conjunction with the collective agreement.

1.02 Patient Care

The parties to this Agreement share a desire to improve the quality of patient care in the hospital and community and to promote the well-being of employees to the end that the patients of the hospital will be well and efficiently served.

1.03 Conflict with Agreement

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, the contents of this Agreement shall take precedence over the said regulation.

1.04 Plural Terms May Apply

For the purposes of this Agreement, the plural indicate the singular and vice versa as the context may require.

1.05 No Discrimination

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

Article 2 – Definitions

2.01 For the purpose of this agreement:

- (a) "Administrator" means the Chief Executive Officer of the Regional Health Authority or the official authorized by him/her to act on his/her behalf. In the case of a Government operated facility, the Deputy Minister of the applicable Department or the official authorized by him/her to act on his/her behalf.
- (b) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 3.
- (c) "Classification" means the identification of a position by reference to a class title and pay range number.

- (d) "Day of Rest" means a day on which the employee is not ordinarily required to perform the duties of his/her position other than:
 - (i) a designated holiday;
 - (ii) a calendar day on which the employee is on leave of absence.
 - (iii) a calendar day in which the employee is off on a day in lieu of a designated holiday.
- (e) "Day" means a working day unless otherwise stipulated in this Agreement.
- (f) "Demotion" means an action other than reclassification resulting from the correction of a classification error which causes the movement of an employee from his/her existing classification to a classification carrying a lower pay range number.
- (g) "Employee or employees" where used, is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit.
- (h) "Employer" means Treasury Board or a hospital listed in Schedule C.
- (i) "Grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.
- (j) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.
- (k) "Layoff" means a period of time where an employee is not employed because of lack of work or because of the abolition of a post.
- (l) "Leave of Absence" means absence from duty with the permission of the Employer.
- (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) "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 or agency concerned. A letter of appointment shall be given to the employee within two (2) weeks from the date of hire.

- (p) "Permanent employee" means a person who has completed his/her probationary period and is employed on a full-time or part-time basis without reference to any specified date of termination of service. A letter of appointment shall be given to the employee within two (2) weeks from the date of hire.
- (q) "Promotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from his/her existing classification to a classification carrying a higher pay range number.
- (r) "Reclassification" means any change in the current classification of an existing position.
- (s) "Seniority" means the length of service (excluding overtime) an employee has with the Employer, and subject to clause 30.05, shall date from the last entry into employment with the Employer. Seniority shall operate on a bargaining unit wide basis. 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 and the employee's record of seniority shall be noted accordingly, unless otherwise provided in this agreement.
- (t) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year unless otherwise specified in this Agreement.
- (u) "Standby" means any period of time during which, on the instruction of management, an employee is required to be available for recall to work.
- (v) "Temporary employee" means a person who is employed for a specific period or 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. A letter of appointment shall be given to the employee within forty-eight (48) hours of hire or recall. Temporary employees will be given their date of layoff in writing and if any extensions are necessary the new layoff date will also be in writing.
- (w) "Year" means"
 - (i) in the case of hospitals operated by Government the period extending from the first day of April in one year to the thirty-first day of March in the succeeding year; or,
 - (ii) in the case of hospitals not operated by Government the period extending from the first day of January in one year to the thirty-first day of

December in that year.

- (x) "Week" means the period from 0001 hours Monday to 2400 hours the following Sunday inclusive.
- (y) "Scheduled" means in writing and posted in accessible places to all employees.
- (z) "Shift" means eight (8) consecutive hours inclusive of meal breaks.
- (aa) "Termination" means:
 - (i) the employee resigns;
 - (ii) the employee is dismissed for just cause, and is not reinstated;
 - (iii) the employee is laid off for a period longer than two (2) years;
 - (iv) the employee retires.
- (bb) "Probationary period" - the probationary period shall be three (3) calendar months. The probationary period for part-time and temporary employees shall be equivalent to that of a full-time employee, either in working hours or days, whichever is appropriate. If an employee has not completed sixty-five (65) days of work during this period, his/her probationary period may be extended until he/she has actually completed sixty-five (65) days of work.

Article 3 – Recognition

***3.01 Bargaining Unit**

- *(a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the following classes which shall be considered bargaining unit positions but excluding from these classes employees covered by other collective agreements.
 - Animal Health Technologist
 - Cardiology Technician
 - Cardiology Technologist I
 - Cardiology Technologist II
 - Cardiovascular Technologist I
 - Cardiovascular Technologist II
 - Cardiovascular Technologist IIB
 - Clinical Radiography Instructor
 - Diagnostic Imaging Information System Technologist
 - Diagnostic Imaging Technologist I
 - Diagnostic Imaging Technologist II
 - Diagnostic Imaging Technologist IID
 - Diagnostic Imaging Technologist III
 - Diagnostic Imaging Technologist IV
 - Dosimetrist
 - Electroneurophysiology Technologist I
 - Electroneurophysiology Technologist II
 - Electroneurophysiology Technologist III

Laboratory and X-Ray Technician
 Laboratory and X-Ray Technologist
 Laboratory Assistant
 Laboratory Technician
 Laboratory Technician C
 Laboratory Technologist I
 Laboratory Technologist II
 Laboratory Technologist IIA
 Laboratory Technologist IIB
 Laboratory Technologist IIE
 Laboratory Technologist IIF
 Laboratory Technologist III
 Laboratory Technologist IIIA
 Laboratory Technologist IV
 Medical Physicist
 Nuclear Medicine Technician
 Nuclear Medicine Technologist II
 Nuclear Medicine Technologist III
 Polysomnograph Technologist
 Radiation Therapist I
 Radiation Therapist II
 Radiation Therapist III
 Veterinary Laboratory Technologist
 X-Ray Technician

- (b) The parties agree that Technologist III and IV classifications in each of the Laboratory and X-Ray Departments shall be included in the bargaining unit.

3.02 Work of the Bargaining Unit

- (a) No one outside the above mentioned bargaining unit shall do the work performed by employees within the bargaining unit except:
- (i) in the case of emergency
 - (ii) when instructing other employees
 - (iii) when performing developmental or experimental work
 - (iv) the parties agree that it may be necessary for supervisors/managers to be involved in bargaining unit work for the purpose of sharpening and retaining their skills in order to provide technical supervision to their staff and maintain clinical competencies as required for professional licensure and/or registration. Tests involving productive bargaining unit work will be avoided where possible and in any case no more than forty-eight (48) hours of such work will be permitted in any year.
 - (v) as provided for in clause 12.05(b).
- (b) Notwithstanding clause 3.02(a), students shall be permitted to do tests and procedures under the direct and constant supervision of a Technologist. In no case will such students be left alone to do productive tests or procedures. Such work may only be done as part of the students' training program and in no case

shall it result in a reduction in the hours of work, pay, or benefits of any employee.

3.03 No Other Agreement

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

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 Union as being retained by the Employer.

Article 5 - Employee Rights

- 5.01 Notwithstanding anything contained in this Agreement any employee may present a personal complaint to management.

Article 6 - Union Security

6.01 Union Members

All employees who are members of the Union at the time of signing of this Agreement shall remain members during the term of this Agreement.

6.02 Union Dues

All employees not members of the Union coming within the bargaining unit will, as a condition of employment, pay the monthly dues of the Union within thirty (30) calendar days of the signing of this Agreement.

6.03 New Members

All employees hired after the signing of this Agreement shall become and remain members in good standing in the Union, within thirty (30) calendar days, from the date of hire as a condition of employment.

Article 7 - Check-Off

7.01 Check-Off Payments

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

7.02 Deductions

Deductions shall be forwarded to the Union not later than the 15th day of the month following the month in which the deductions are made. The Employer will forward to the Union, with the first dues deductions cheque following the signing of the Agreement, a list which shows the employee's full name, classification number, and the employee's

contribution. Each month thereafter, a similar list showing additions and deletions will be forwarded with the dues deductions cheque.

7.03 T4 Slips

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

7.04 Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

Article 8 - Grievance Procedure

8.01 Settling of Grievances

It is agreed that an earnest effort shall be made to settle any grievance which may arise between the Union and the Employer regarding the application, interpretation, or alleged violation of this Agreement including any question as to whether or not a matter is arbitrable, and in the event settlement cannot be reached, the following procedure shall be followed:

Step 1 The aggrieved employee shall, within five (5) working days after becoming aware of the occurrence of the grievance, submit his/her grievance to the Shop Steward.

Step 2 If the shop steward considers the grievance to be justified, the employee concerned, together with his/her shop steward, or the shop steward alone, if the employee wishes, may, within five (5) working days, following receipt of the grievance by the shop steward, submit the grievance to the employee's supervisor giving a statement of the grievance and the adjustment requested. The supervisor shall declare his/her decision within five (5) working days after receipt of the grievance.

Step 3 Failing satisfactory settlement of the grievance, the employee, together with the shop steward, or the steward alone, if the employee wishes, may within five (5) working days, submit the grievance to the administrator. The administrator shall meet with the shop steward in an effort to settle the grievance and declare his/her decision within ten (10) calendar days after receipt of the grievance.

Step 4 Failing satisfactory settlement of Step 3, the Union may, by giving notice in writing within fourteen (14) calendar days of receipt of the administrator's decision, declare its intention to refer the grievance to arbitration. When there is a dispute involving dismissal, Steps 1 and 2 shall be omitted.

8.02 Replies in Writing

Grievances and replies to grievances shall be in writing at all stages except in Step 1.

8.03 Employee Representation

The employee may be represented by a Shop Steward or any full-time representative of the Union at any level of the grievance procedure.

8.04 Retroactive Settlements

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.

8.05 Facilities for Grievance Meetings

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

8.06 Time Limits

(a) The time limits set forth in this Article may be varied by mutual consent of the parties to this Agreement.

(b) An Arbitrator or Arbitration Board may extend the time limits of any step in the grievance procedure, notwithstanding the expiration of such time limits, where the Arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.

8.07 Policy Grievance

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

8.08 Union May Initiate Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

8.09 Grievance Processed by Mail

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

Article 9 – Arbitration

9.01 Composition of Board of Arbitration

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

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

9.02 Procedure of the Board of Arbitration

The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to it. The Board shall forthwith hear and determine the differences and allegations and render a decision within fourteen (14) calendar days from the time of the arbitration hearing. The decision of the majority shall be the decision of the Board. The Board of Arbitration shall have authority to rule on only those matters referred to it in the dispute and shall have jurisdiction to settle all issues referred including the question of arbitrability, with power to modify disciplinary measures imposed by the Employer. The decisions of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision which it shall do within three (3) days.

9.03 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the nominee it appoints, or for whom the nominee was appointed by the Minister of Employment and Labour Relations.
- (b) One-half of the fees and expenses of the Chairperson.
- (c) One-half of the expenses of the Arbitration Board, for clerical assistance, supplies and rent of a place to meet.
- (d) If a scheduled arbitration hearing is cancelled which causes a cancellation fee to be charged by the arbitrator, the party responsible for cancelling the hearing shall pay the arbitrator's fee. The parties may mutually agree to postpone or cancel the hearing and share the cancellation fee. Notwithstanding the above,

either party reserves the right to argue before the arbitrator that the hearing should continue.

9.04 Amending of Time Limits

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

9.05 Witnesses

At any stage of the grievance or arbitration procedure, parties may have the assistance of the aggrieved employee as a witness, and any other witnesses, and all reasonable arrangements may be made to permit the conferring parties or arbitrators to have access to view any working conditions which may be relevant to the settlement of the grievance.

9.06 Single Arbitrator

The parties may mutually agree to the substitution of a single arbitrator for an arbitration board in which event the foregoing procedures shall apply equally to a single arbitrator where reference is made to an arbitration board.

9.07 Mediation

Prior to proceeding to arbitration, the parties may avail of the services of a mediator to attempt to resolve the grievance. Additionally, the arbitrator may act as a mediator prior to commencing a hearing with the agreement of the parties. Both parties will equally share the cost of the mediator. Both parties will retain access to the complete arbitration process as described in Article 9 of the agreement where either party does not agree to mediation.

9.08 Expedited Arbitration

Subject to agreement between the Employer and the Union, expedited arbitration may be used following Step 4 of the Grievance Procedure. Both parties retain access to the complete arbitration process as outlined in Article 9 where the party does not agree to expedited arbitration for a particular grievance.

- (a) Commencing in September every year, the parties will agree upon a list of five (5) mutually acceptable arbitrators who will be selected throughout the year on a rotating basis, taking into consideration availability of the arbitrators as their rotation comes up. The first arbitrator available on the list will hear the first grievance.
- (b) In any dispute over application, administration or alleged violation of the Agreement, the parties may mutually agree to submit a written brief and/or present oral argument to a sole arbitrator. If a written brief is to be presented, and a hearing is required, the briefs must be presented to the arbitrator and the other party, ten (10) calendar days before the hearing date.
- (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, legislation, texts if applicable, and how they apply; and remedies requested; argument and rebuttal will be limited to one hour in total 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 to submit evidence, however, they can mutually agree to enter consent items which may include an agreed statement of fact.
 - (f) Decisions may be issued without having to provide the basis of conclusions. The parties can agree to have a bench ruling on the specific grievance. If the parties cannot agree on a bench ruling, then the arbitrator will provide a written award within one (1) week of the hearing.
 - (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 to other cases.
 - (h) Decision arising out of this procedure will not be considered for judicial review unless the parties have mutually agreed in writing beforehand to allow a decision to have precedent value and eligible for judicial review.
 - (i) Where the parties mutually agree, any step of the process may be altered, if deemed necessary.
 - (j) The arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions but shall dispose of a grievance by an arrangement which he or she deems just and equitable.

Article 10 - Hours of Work

10.01 Hours of Work

- (a) The scheduled workweek for full-time employees shall be thirty-five (35) hours per week or seventy (70) hours bi-weekly.
- (b) The scheduled workday except for part-time and temporary employees shall be seven (7) hours per day, exclusive of the meal break.
- (c) The normal days of work shall be either five (5) days per week or four (4) days in one (1) week and six (6) days in the next week, or three (3) days in one (1) week and seven (7) days in the next week. The Employer shall give to affected employees, two (2) weeks notice of any proposed introduction of a new or

changed shift schedule(s) in a department.

- (d) Notwithstanding the above, the parties may jointly agree to establish a working schedule different from the above upon request from the majority of employees in a recognized Department or in a recognized section of a Department of Laboratory and X-ray Departments or upon the request of the Employer.
- (e) Consecutive Shifts
No employee shall be compelled to work more than seven (7) consecutive day shifts or more than six (6) consecutive evening or night shifts unless otherwise mutually agreed between the employees and his/her supervisor.
- (f) Consecutive Work Premium
Subject to 10.01(e), all work performed on the seventh (7th) consecutive evening or night shifts (or any combination of evening or night shifts) shall be paid for at the rate of time and one-half (1 1/2). Work performed on the eighth (8th) and subsequent consecutive shifts shall be paid for at a double (2) time rate. This clause shall not apply to those consecutive shifts worked subject to the written and signed request of the employee.

10.02 Rest Periods

Employees shall be permitted two (2) fifteen (15) minute rest periods per shift.

*10.03 Shift Premium

Effective the date of signing, employees will receive an additional two dollars and thirty cents (\$2.30) per hour for each hour worked between the hours of 4:00 p.m. on one day and 8:00 a.m. on the following day.

10.04 No Split Shifts

No split shifts shall be required.

10.05 Days of Rest

- (a) An employee shall receive a minimum of two (2) consecutive days of rest per week unless otherwise agreed by mutual consent between the employee and his/her supervisor.
- (b) Unless otherwise mutually agreed between the employee and his/her supervisor, days of rest shall be planned in such a way as to distribute weekends off so that employees shall receive every third (3rd) weekend off and the Employer shall endeavour to grant every second (2nd) weekend off.
- (c) Rotation of Shifts
The rotation of shifts shall be carried out in an equitable manner unless otherwise agreed between the employee and his/her supervisor.

*10.06 Working Schedule

- (a) The working schedule for each employee showing the shifts and days of rest shall be posted in an appropriate place thirty (30) calendar days in advance.
- (b) When an employee's days of rest are changed without having been given at least forty-eight (48) hours notice prior to the start of his/her day(s) of rest, he/she shall be paid double (2) his/her regular hourly rate for each hour worked on the scheduled day(s) of rest. This clause shall not apply if the shift(s) are changed by the written and signed request of the employee or there is mutual agreement in writing between the employee and his/her Supervisor. Either party shall have the right to terminate this agreement subject to a two (2) week notice period.

10.07 Notice of Change in Regularly Scheduled Shift

When an employee's regularly scheduled shift is changed to another shift in that day, he/she shall be given prior notice as follows:

- (a) Twenty-four (24) hours notice before the originally scheduled shift if the rescheduled shift occurs after the originally scheduled shift.
- (b) Twenty-four (24) hours notice before the rescheduled shift if the rescheduled shift occurs before the originally scheduled shift.

Should the required notice not be given in accordance with this Article, the employee shall be paid at the rate of time and one-half (1 1/2) his/her regular hourly rate for the shift worked.

In cases where the employee's regularly scheduled shift is changed, it is the responsibility of the Employer to notify the employee affected by the change before he/she reports to work. This clause shall not apply if the shift is changed by the written and signed request of the employee.

10.08 Exchange of Shifts

With the approval of the Employer, employees may exchange shifts provided that the replacements are qualified to perform the required work.

10.09 Rest Between Shifts

There shall be at least sixteen (16) hours between shifts unless otherwise agreed by mutual consent between the employee and his/her supervisor.

10.10 Meal Break

- (a) The meal break shall be one (1) hour provided, however, that the break may be greater or less by mutual agreement between the supervisor and the employee.

- (b) The Employer will endeavour to provide advance notice if the normal meal period is to be changed.

10.11 Adverse Weather Conditions

- (a) The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Employer or the appropriate provincial or municipal authority:
 - (i) All employees are required to report for duty as scheduled.
 - (ii) When an employee through no fault of his/her own is unable to report for work because of a declared state of emergency, such employee shall suffer no loss of pay or other benefits, nor shall he/she be required to make up, in any way, for time lost due to not reporting for work.
 - (iii) Notwithstanding 10.11 (a)(i) above, the Employer reserves the right to close down or reduce staffing levels in any department(s), in which event, employees so affected will not be required to report for duty and shall be paid in accordance with the terms of 10.11 (a)(ii) above.
 - (iv) An employee who worked during the emergency will be paid at the rate of time and one-half (1 1/2) for all hours worked.
 - (v) If the Employer provides transportation for employees to get to work, then it shall be the Employer's responsibility to provide transportation for employees to return to their homes.
- (b) Where an employee through no fault of his/her own is unable to report for work due to adverse weather conditions other than those referred to in 10.11(a)(ii) above, he/she may be allowed the opportunity to proceed on annual leave or time owed provided he/she has such leave or time to his/her credit. In the event an employee has no leave to his/her credit then he/she can borrow annual leave from next year's leave or make up the lost time at a mutually agreeable time.

10.12 Saturday and Sunday Differential

Effective the date of signing of the collective agreement, a Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked between the hours of 0001 Saturday and 2400 hours Sunday. If an employee qualifies for the shift differential under clause 10.03 and the Saturday and Sunday differential, he/she shall receive both.

Article 11 – Overtime

11.01 Overtime

(a) Full-time Employees

Subject to 10.01(d) and 11.01(b), an employee shall be paid the applicable rate for all hours worked in excess of his/her normal hours on a daily or bi-weekly basis, including any time worked that exceeds the regular shift and that ends in the next calendar day.

(b) Part-time Employees

Subject to 10.01, all time worked by a part-time employee in excess of the equivalent full-time hours on a daily or bi-weekly basis shall be considered overtime.

(c) Meal on Unscheduled Overtime

When an employee is told during his/her regular shift that he/she is required to work unscheduled overtime immediately following that shift, he/she shall be provided with a meal or meal allowance of six dollars (\$6.00), provided he/she works three (3) or more hours of overtime in total in one shift.

11.02 Hourly Rate

An employee's regular hourly rate shall be calculate by dividing his/her annual salary as determined in Schedule "A" by 1820. Overtime rate shall be one and one-half (1 1/2) times this rate.

*11.03 Calculation of Overtime

Effective date of signing, all overtime shall be calculated to the nearest next highest fifteen (15) minute unit.

11.04 Overtime Subject to Approval

All overtime is subject to the approval of the Employer or his/her designated representative.

11.05 Sharing of Overtime

Overtime shall be divided equally among employees who normally work in the work area and are qualified and willing to do the required overtime work. These employees will advise their manager in writing of their willingness to work overtime on an annual basis. If none of these employees are available, the assignment of overtime shall be made by the Employer. Employees who are offered the opportunity for overtime and refused shall be considered to have worked when considering equitable sharing of overtime.

11.06 Time Off in Lieu of Overtime Pay or Callback

Instead of cash payment for overtime or callback, an employee may choose to receive time off at the appropriate overtime rate, at a time to be mutually agreed between the employee and his/her supervisor. The employee's decision to receive time off must be conveyed to the supervisor within seventy-two (72) hours of the conclusion of the overtime or callback. An employee may carry forward to another year any portion of accumulated overtime not taken by him/her in the previous year to a maximum of seventy (70) hours.

11.07 Overtime for Less Than One (1) Hour

An employee who is scheduled to work overtime less than one (1) hours, exclusive of any overtime immediately before, immediately after, or during the regular scheduled shift, shall be paid a minimum of one (1) hour at the applicable overtime rate.

11.08 Calculating of Overtime Rates

An employee who is absent on approved paid time off during his/her scheduled work

week shall, for the purpose of computing overtime pay, be considered as if he/she had worked during his/her regular hours during such absence.

Article 12 – Standby

12.01 Standby Duty

Subject to Clause 12.02, an employee required to perform standby duty shall be compensated as follows:

- (a) Effective the signing of the collective agreement, an employee required to perform standby duty shall receive twenty dollars and forty cents (\$20.40) for each eight (8) hour shift of standby.
- (b) Effective the date of signing of the collective agreement, when standby is required on a statutory holiday, the rate of compensation shall be twenty-two dollars and sixty cents (\$22.60) for each eight (8) hour shift of standby.
- (c) Standby duty shall be in units of eight (8) hour units except where an employee works scheduled overtime while on standby in which case the employee shall receive standby on a pro-rated basis.

12.02 Authorization of Standby

All standby 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 Callback

- (a)
 - (i) When an employee is called back to work, the employee shall receive a minimum of three (3) hours pay at time and one half (1 1/2).
 - (ii) If the callback exceeds three (3) hours, the employee shall be paid at the rate of time and one half (1 1/2) for all hours worked in which case clause 12.03(a) (i) above shall not apply.
- (b) Clause 12.03 (a) shall apply to all situations where the employee is told outside his/her regular hours of work that he/she will be required to report to work at a later specific time. Specifically, if an employee is not at work, or if the employee is working scheduled or unscheduled overtime; or if the employee is working on a callback, and he/she is told he/she has to report back to work, he/she shall be paid the callback rate as specified in clause 12.03(a) (i) and (ii).
- (c) Transportation allowance for employees on callback shall be the cost of a taxi fare from his/her residence to his/her place of work and return to a maximum of nine (9) dollars or a kilometer allowance from his/her place of residence to his/her place of work and return to a maximum of forty (40) kilometers at the rate established by the Government Memorandum of Agreement regarding Automobile Reimbursement.

12.04 Emergency Callback

When recalled an employee will complete the work for which he/she was recalled and he/she shall be expected to attend to any other emergency which might arise.

12.05 (a) Standby Equally Distributed

Standby shall be divided equally among employees who normally work in the work area and are immediately qualified to perform the callback work, except where the employees among themselves, with the approval of the Employer, agree otherwise.

(b) Supervisors Doing Standby and Callback

Supervisor shall not do standby or callback to perform bargaining unit work except for dire emergencies, or when qualified personnel are not available. However, the employees concerned may, by majority agreement among themselves, ask the supervisor(s) concerned to share standby and callback. Such arrangement may be discontinued by notice from either the supervisor(s) or the employee(s) concerned.

12.06 Return to Work Following Callback

(a) In cases where an employee is required to work on a callback beyond 12:00 midnight (2400) the employee shall be entitled to a cumulative eight (8) hour rest period, without loss of pay, between midnight and the commencement of the next regular shift.

(b) If, as a result of the above rest period falling within their regular shift, an employee is ordered to report to work before the rest period is completed, the employee shall resume their accumulated rest period upon completion of the emergency work for which they were ordered back.

12.07 No Standby on Holidays

Where the Employer requires an employee to be on standby on a statutory holiday, it shall be performed where possible by an employee who works on the statutory holiday provided that the employee is qualified to do the standby. Where no employee is required to work on a statutory holiday, the normal standby rotation shall apply.

12.08 Standby Rotation

The employer shall endeavour, subject to operational requirements, to schedule an employee for standby duty no more than half the time in a one month period. The employer shall also endeavour, subject to operational requirements, to schedule standby so as no employee shall be scheduled to perform standby between the last shift worked prior to and the first shift following annual leave, or during the days of rest immediately following seven (7) or more consecutive shifts.

Article 13 – Holidays

13.01 Designated Holidays

The following is the list of paid holidays to be observed:

- | | |
|---------------------|---------------------|
| 1. New Year's Day | 5. Thanksgiving Day |
| 2. Good Friday | 6. Labour Day |
| 3. Commonwealth Day | 7. Christmas Day |
| 4. Memorial Day | 8. Boxing Day |

Plus one (1) additional holiday in each year as mutually agreed by December 31st for the next calendar year, between the employees and the Employer: In the case of non-agreement, the following shall apply:

- (a) A recognized civic holiday, eg., Regatta Day; and
- (b) Where there is no recognized civic holiday, the employee's birthday;
- (c) Where the employee's birthday falls on a designated holiday, it shall be observed on the following day.

13.02 New Holidays

Should any new holiday not routinely scheduled be specially proclaimed by the Provincial authorities, it shall be granted to employees within the scope of this Agreement.

13.03 Compensation for Work on a Holiday

When an employee is required to work on a holiday as designated under Clause 13.01, he/she shall be compensated in addition to the pay he/she would be entitled to had he/she not worked on the holiday as follows:

- (a) Compensation for work on a holiday - time and one half (1 1/2). When an employee is scheduled to work on a designated holiday, the employee shall receive a minimum of three (3) hours pay at time and one half (1 1/2), not including the holiday pay provided by clause 13.01.
- (b) When a day designated as a holiday under Clause 13.01 of this Article falls on an employee's day of rest and he/she is required to work on such a holiday, he/she shall receive pay at twice (2) his/her regular rate for working on that day.

13.04 Holiday Falling on a Day of Rest

When a calendar day designated as a holiday under clause 13.01 coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a later day as agreed between the employee and the immediate supervisor. In the case of non-agreement, the employee shall receive one (1) day's pay.

13.05 Time Off in Lieu of Payment

Notwithstanding clause 13.03, the employee may elect to receive the time off, e.g. time and one half (1 1/2) or double time (2 times) as provided in 13.03, at a time mutually agreed between the employee and his/her supervisor. Subject to the operational requirements of the hospital, every reasonable effort will be made to grant such time off. The employee's decision to receive time off must be conveyed to the supervisor within

seventy-two (72) hours of time worked on the holiday. Should the time off not be given within four (4) weeks, the employee shall receive pay at the appropriate rate, unless otherwise mutually agreed.

13.06 Payment for Holidays While on Leave of Absence Without Pay

No payment shall be paid for a statutory holiday while an employee is on a leave of absence without pay unless the employee has worked thirty-five (35) hours or more in the pay period.

13.07 Statutory Holiday During Sick Leave

If an employee is sick on a day that has been designated by the Employer as a statutory holiday in accordance with Clause 13.01, the employee shall be charged for the statutory holiday and there shall be no reduction from the employee's sick leave.

13.08 Statutory Holiday While on Workers' Compensation

If an employee is on workers' compensation benefits on a day that has been designated by the Employer as a statutory holiday in accordance with Clause 13.01, the employee shall be charged for the statutory holiday and not considered as being on workers' compensation benefits that day.

13.09 Payment for Holidays While on Layoff

Holidays, as outlined in Clause 13.01, shall not be paid to an employee if the holiday occurs while the employee is on layoff status unless the employee has worked thirty-five (35) hours or more in the pay period. No employee will be laid off for the purpose of avoiding payment of a statutory holiday.

13.10 Compensation for Holiday Falling on a Saturday

For the purpose of this Agreement, when any of the aforementioned holidays falls on a Saturday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 13, Holidays. All other employees shall observe the following Monday as the holiday for the purpose of calculating benefits.

13.11 Compensation for Holiday Falling on a Sunday

For the purpose of the Agreement, when any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 13, Holidays. All other employees shall observe the following Monday (or Tuesday, where the preceding clause already applied to Monday) as the holiday for the purpose of calculating benefits.

Article 14 - Time Off for Union Business

14.01 Leave of Absence for Union Business

- (a) Upon written request by the Union to the Administrator, and with the approval in writing of the Administrator, leave with pay shall be awarded as follows:

- (i) For an employee who is a member of the Provincial Executive, or an elected delegate, and who is required to attend the Biennial convention of the Newfoundland and Labrador Association of Public and Private Employees, the Component Convention of the Newfoundland and Labrador Association of Public and Private Employees, or the Convention of the Newfoundland and Labrador Federation of Labour, leave with pay not exceeding three (3) days in any one year for each of the above conventions.
- (ii) For an employee who is a member of the Provincial Executive of the Union and who is required to attend Executive Meetings of the Provincial Executive, leave with pay not exceeding five (5) days in any one (1) year.
- (iii) For an employee who is a member of the National and/or Provincial Executive or an elected delegate who may wish to attend the Convention of the Canadian Labour Congress and the National Union of Provincial Government Employees, leave with pay not exceeding five (5) days in any one (1) year; no more than two (2) employees at one time from each hospital.
- (iv) Leave with pay shall be granted to any employee to attend educational seminars, provided that the total level with pay granted under this Clause in any one (1) year shall not in any event exceed the number of shop stewards in the bargaining unit by one (1).

NOTE: Provincial Executive includes Board of Directors of NAPE.

- (b) Additional leave without pay for the purpose of attending Union business may be granted by the Administrators on request.

14.02 Leave for Negotiations

- (a) Subject to Clause 14.02 (b), leave with pay shall be awarded to employees who are members of Negotiating Committee 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 and that an employee shall be required to give prior notice to management of his/her absence from work and such notice shall be given as far in advance as possible.
- (b) The approval of the Administrator is required where two (2) employees are from the same Department within the Hospital concerned.

14.03 Past Practice

With respect to leave as it applies to the professional associations/societies of the LX classifications in the bargaining unit, past practice shall continue.

14.04 Leave of Absence for Full time and Union Representatives

An employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without loss of seniority or accrued benefits for a period of one (1) year. Such leave shall be renewed each year, on request, during his/her term of office.

Article 15 - Compassionate Leave

15.01 Paid Compassionate Leave

Subject to Clause 15.02, an employee shall be entitled to bereavement leave with pay as follows:

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, common-law spouse, legal guardian, grandmother, grandfather, grandchild, mother-in-law, father-in-law or near relative living in the same household, three (3) days; and,
- (b) In the case of his/her son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) day.

15.02 Extension of Compassionate Leave

If the death of a relative referred to in Clause 15.01(a) occurs outside the province, the employee may be granted leave with pay not exceeding four (4) days for the purpose of attending the funeral.

15.03 Special Leave

In cases where extraordinary circumstances prevail, the Employer at his/her discretion, may grant special leave with pay for bereavement up to a maximum of two (2) days in addition to that provided in Clauses 15.01(a), (b), and 15.02.

Article 16 – Vacations

16.01 Calculation of Length of Vacation

For the purpose of calculation of length of annual vacation with pay, it is agreed that an employee's service will be that service performed in the twelve (12) month period currently used by institutions for such calculation. It is understood that this period may vary between institutions (e.g. January 1 - December 31, April 1 - March 31, July 1 - June 30), and that no institution will change its currently accepted accumulation period without prior discussion with the Union.

16.02 Length of Vacation

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

- (a) less than one (1) year - one and two-thirds ($1 \frac{2}{3}$) working days for each month of service;
- (b) one (1) year or more but less than ten (10) years - four (4) weeks;
- (c) more than ten (10) years of service but less than twenty-five (25) years of service - five (5) weeks;
- (d) more than twenty-five (25) years of service - six (6) weeks.

16.03 Anticipated Vacation

- (a) No vacation leave may be taken by an employee until he/she has completed his/her probationary period.
- (b) When an employee has completed his/her probationary period, he/she may anticipate annual vacation to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period.
- (c) Annual leave that each employee has to his/her credit shall be posted at the end of each twelve (12) month period as defined in clause 16.01.

16.04 Approval of Vacation

Vacation leave shall not be taken except with the prior approval of the Administrator.

16.05 Deferral of Vacation Leave

Subject to clause 16.12, vacation leave may be deferred, withheld or curtailed in such manner and to such extent as the administrator may deem necessary if the exigencies of the services so require, with the proviso that the employee shall be permitted to take vacation leave sometime during the year and that all employees shall be permitted a minimum of two (2) continuous weeks annual vacation each year.

16.06 Selection of Vacation Dates

Employees in each section in consultation with their supervisor shall determine the method of selecting vacation dates. In the event that the majority agreement cannot be reached among the employees in each section, preference in vacation shall be regulated in accordance with 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.

16.07 Accumulation of Vacation Leave

In respect of vacation leave which may be carried forward, the following shall apply:

- (a) An employee shall carry forward to another year any proportion of vacation leave not taken by him/her in the previous year until, by so doing, he/she has accumulated a maximum of:
 - (1) twenty (20) days vacation leave if he/she is eligible for twenty (20) days in any year;
 - (2) twenty-five (25) days vacation leave, if he/she is eligible for twenty-five (25) days in any year;
 - (3) thirty (30) days vacation leave if he/she is eligible for thirty (30) days in any year.
- (b) Subject to Clauses 16.04 and 16.05, the vacation leave accumulated by an

employee pursuant to subclause (a) hereof may be taken by him/her at any time in addition to his/her current vacation leave.

- (c) Employees who are prohibited from taking annual leave because of workers' compensation benefits or extended sick leave shall be allowed to carry forward additional days.

16.08 Substitution for Vacation

- (a) An employee who qualifies for sick leave under Article 18 while on vacation may change the status of his/her leave to sick leave effective the date of notification to the Employer. The employee shall submit on his/her return to duty a certificate stating the total period during which he/she qualified for sick leave.
- (b) In the case of an employee who is admitted to hospital while on annual leave, he/she may change the status of his/her leave to sick leave with effect from the date he/she was admitted to hospital.
- (c) An employee who, while on vacation, qualified for compassionate leave, shall be granted compassionate leave and be credited the appropriate number of days to vacation leave, to be taken at a time to be mutually agreed.

16.09 Vacation Leave During Special Leave Without Pay

Periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for vacation leave purposes and the employee's period of service shall be noted accordingly.

16.10 Recovery for Unearned Vacation

The Employer reserves the right to recover payment for any unearned vacation leave taken in advance by an employee upon the termination of his/her employment.

16.11 Vacation Pay

An employee who has earned at least two (2) weeks annual vacation, upon giving at least three (3) weeks notice prior to the payday preceding the day on which he/she wishes to receive his/her advance payment, shall receive, prior to commencement of his/her annual vacation, any regular pay cheque(s) which may fall due during his/her vacation. This clause will also apply to employees with more than one (1) year of service prior to commencement of vacation year in question and who are entitled to anticipate their vacation to the end of the year.

16.12 Vacation Schedule

- (a) Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days of rest.
- (b) When an employee is required to work during his/her vacation, he/she shall receive pay at the rate of double (2) time. Hours worked while on vacation shall

not be deducted from the employee's vacation credits. The Employer will make every reasonable effort not to require the employee to return to work from his/her annual leave.

16.13 Change of Vacation Entitlement

When an employee becomes eligible for a greater amount of vacation leave, he/she shall be allowed in the year in which the change occurs, a portion of the additional leave for which he/she has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed in full working days.

16.14 Vacation Credits for the First and Last Month of Employment

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

16.15 Vacation Leave of Less Than One (1) Week

If vacation leave of short duration is requested by an employee before the work schedule is posted, such request shall not be unreasonably denied by the supervisor and the supervisor shall notify the employee before the work schedule is posted. If vacation leave of short duration is requested by an employee after the work schedule is posted, the Employer shall attempt to accommodate the employee's vacation leave request.

Article 17 - Termination of Employment

17.01 Notification of Termination - Permanent Employees

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

17.02 Notification of Termination - Other Employees

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

17.03 Notice of Resignation

Permanent employees shall give their administrator thirty (30) calendar days written notice and probationary and temporary employees shall give their administrator fourteen (14) calendar day written notice of resignation. The notice period may be waived by the Employer if requested by the employee and considered reasonable by the Employer without any penalty being incurred.

17.04 Annual Leave Not Part of Notice

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.

17.05 Change in Period of Notice

The period of notice may be reduced or eliminated by mutual agreement between the employee and the administrator.

17.06 (a) Payment for Annual Vacation

Subject to Clause 17.03, upon layoff or termination, an employee shall be paid his/her earned vacation not taken by him/her prior to the date of layoff or termination.

(b) Credit for Accumulated Vacation Leave

Subject to 24.01, employees transferring or accepting employment under the Portability Benefits Clause shall, prior to the date of termination, receive pay for all accumulated and accrued leave in excess of one year's annual leave entitlement, unless otherwise mutually agreed at the time of transfer or acceptance. An employee may have the option to receive payment in lieu of any earned current vacation leave entitlement upon terminating his/her services with the previous Employer.

Article 18 - Sick Leave

18.01 Rate of Sick Leave

Subject to 18.06 and 18.07 of this Article:

- (a) (i) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days per month.
- (ii) Notwithstanding Clause 18.01 (a)(i), an employee hired after May 4, 2004 is eligible to accumulate sick leave at the rate of one (1) day for each month of service
- (b) (i) The maximum number of days of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed 480 days.
- (ii) Notwithstanding Clause 18.01 (b)(i), the maximum number of days of sick leave which may be awarded to an employee hired after May 4, 2004 during any consecutive twenty (20) year period of service shall not exceed eighteen hundred (1800) hours.

18.02 Medical Certificate

Sick leave with full pay in excess of three (3) consecutive days shall not be awarded to an employee unless he/she has submitted in respect thereof a medical certificate. In the case of an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of illness.

An employee shall have the option of being attended by a doctor of his/her choice and

under no circumstances will an employee be penalized in any way by the Employer for exercising his/her option of being attended by his/her personal physician.

18.03 Illness Associated with Pregnancy

An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy before commencing maternity leave.

18.04 Month Defined

For the purpose of 18.01, a month of service shall be any calendar month during which the employee is on the payroll for twenty (20) or more calendar days.

18.05 Leave Without Pay

Periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for sick leave purposes and the employee's record of service shall be noted accordingly.

18.06 Extension of Sick Leave

When an employee has used the maximum of sick leave which may be awarded to him/her in accordance with this Agreement, he/she may elect, if he/she is still unfit to return to duty, to proceed on annual leave (including current and accumulated leave) if he/she is eligible to receive such leave, and if not, on special leave without pay. Medical certificates shall be submitted as required by the Employer.

18.07 Sick Leave for Preventative Medical and Dental Care

Employees may be allowed to take sick leave in order to engage in personal preventative medical and dental care. Leave under this clause shall be deducted in accordance with clause 18.09.

18.08 Sick Leave for Temporary Employees

A temporary employee shall not receive sick leave if the temporary employee refuses recall from layoff due to illness, but the temporary employee shall earn service for seniority purposes only for the time that he/she did not report to work because of illness. Sick leave may only be awarded to a temporary employee who commences work and subsequently qualifies for sick leave under this Article. The temporary employee who refused recall due to illness shall report to work after his/her illness providing work is still available in accordance with Article 30 and providing the temporary employee gives the Employer reasonable notice.

*18.09 Deduction from Sick Leave

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

18.10 Seniority While on Unpaid Sick Leave

Employees shall accumulate seniority while on unpaid sick leave, except where they would have been otherwise laid off.

Article 19 - Maternity, Adoption and Parental Leave

- 19.01 (a) Subject to 19.02(b), 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 may request maternity leave without pay to start not earlier than three (3) months prior to the expected date of delivery.
- (c) An employee may be permitted to commence maternity leave at the beginning of her sixth (6th) month of pregnancy, and an extension of her maternity leave to a maximum of fifty-two (52) weeks after the date of the delivery and subject to (f) below, the Employer shall grant such leave. Additional maternity leave may be requested and such requests will not be unreasonably denied.
- (d) Adoption leave may be granted to an employee who legally adopts a child and upon presentation of proof of adoption.
- (e) An employee is entitled to a maximum of fifty-two (52) weeks leave under this Article. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- (f) An employee may return to duty after giving his/her Employer two (2) weeks notice of his/her intention to do so. An employee returning from maternity leave shall be required to produce a satisfactory certificate of fitness from her physician.
- (g) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- (h) Periods of leave up to fifty-two (52) weeks shall count for seniority purposes, annual leave, sick leave, severance pay, and step progression.
- (i) 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.
- (j) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- (k) The Employer will endeavour to provide child care services for its employees wherever possible.

- (l) While on maternity/adoption/parental leave an employee may submit a written request to the Human Resource Department for copies of job postings to be forwarded to them.
- (m) An employee who applies for a position in accordance with Clause 28.03 while on leave shall be considered for that job posting in accordance with the provision of Clause 28.05. If the employee on leave is successful, his/her trial period shall start upon his/her return to work.
- (n) Pregnant employees shall not be required by the Employer to be in contact with patients who are believed to have a contagious disease.

19.02 Medical Radiation Employees Only

(a) Notification of Pregnancy

- (i) A female Medical Radiation Technologist or Technician is required to notify the Employer of her pregnancy immediately upon becoming aware of pregnancy.
- (ii) The employer assumes no liability should the employee fail to notify the Employer of pregnancy, in the event that an employee or her unborn child is injured through exposure to radiation or other inherent hazards of the occupation. This provision shall not be construed to remove liability that may apply should an employee be injured and pregnancy is not a factor.

(b) Terms of Continued Work by Pregnant Employees

Employees exercising the option to continue working shall sign a statement indemnifying the Employer against any liability whatsoever in the event that the employee or her unborn child is injured through exposure to radiation or other inherent hazards of the occupation. This provision shall not be construed to remove liability that may apply should an employee be injured and pregnancy is not a factor.

It is hereby understood and agreed that an employee who becomes pregnant may proceed immediately on maternity leave, or at her option, may continue to perform duties providing that the following criteria is strictly adhered to:

- (i) That the radiation monitoring devices provided must be used at all times when exposed to radiation or hazards and that the dose shall be assessed at intervals of two weeks.
- (ii) That radiation protection equipment such as lead aprons and gloves shall be worn at all times when exposed to radiation hazards.
- (iii) No pregnant employee shall be required to work in high radiation risk areas.
- (iv) That no pregnant employee shall be required to operate portable X-ray or

fluoroscopic units.

19.03 Standby and Callback - Pregnant Employees

Subject to the following conditions, pregnant employees shall not be required to perform standby or callback duty if:

- (1) A sufficient number of employees in the work area agree to share the necessary standby and callback duty; and
 - (2) the employee's doctor advises her against performing standby or callback duty.
- If these conditions are not met, the employee shall proceed on maternity leave.

19.04 Callback Exemption - Breastfeeding

An employee returning from maternity leave and still breastfeeding her child, may be exempt from standby and callback until the child is six (6) months old provided that other qualified employees in her work area do the standby and callback.

Article 20 - Special Leave

20.01 Special Leave with Pay for Training Purposes

With the prior approval of the Employer, special leave with pay may be awarded to an employee to enable him/her to participate in courses, in training seminars or scientific meetings within or outside the province. The duration of leave and the rate of pay for special leave shall be subject to such terms and conditions as the Employer may see fit to prescribe.

- (a) For the purpose of promoting and enhancing the professional development of employees in the bargaining unit, a jointly administered Educational Leave Fund has been established. Interest income accruing from the Fund's investments shall form part of the Fund.
- (b) In order that these educational opportunities shall be made available and equitably accessible, a joint educational leave committee shall be established to review and approve applications for educational funding, in accordance with established criteria to be determined by the joint committee. The Committee shall consist of two (2) members appointed by the Employer and two (2) members appointed by the Union and a Chairperson selected by the four (4) appointees. The expenses of the appointees are the responsibility of the respective parties.
- (c) The committee shall meet as required at the call of the Chair and shall make its own procedural rules and the rules for the distribution of benefits from the fund for the purpose of the professional development of bargaining unit employees.

20.02 Special Leave for Other Purposes

Special leave with pay shall not be awarded to an employee other than as prescribed in clause 20.01, 20.04, Article 14, and Article 15 and if leave is required for other purposes, the employee concerned may, with the approval of management, draw upon

his/her current accumulated or accrued annual leave, or if he/she has not such leave upon which to draw, proceed upon special leave without pay in accordance with clauses 20.03 and 20.07.

20.03 Special Leave without Pay

With the approval of the Employer, 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/her.

20.04 Family Leave

- (a) Subject to Clause 20.04(b), (c), (d), an employee who is required to:
 - (i) attend to the temporary care of a sick family member living in the same household;
 - (ii) attend to the needs related to the birth of the employee's child;
 - (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
 - (iv) attend meetings with school authorities;
 - (v) attend to the needs related to the adoption of a child; and
 - (vi) attend to the needs related to home or family emergencies;
 - (vii) Attend to the temporary care of a sick dependent child, or the employee's mother or father, not necessarily living in the same household;
 shall be awarded up to three (3) days paid family leave in any calendar year.
- (b) In order to qualify for family leave, the employee shall:
 - (i) provide as much notice to the Employer as is reasonably possible;
 - (ii) provide to the Employer valid reasons why such leave is required; and
 - (iii) where appropriate and in particular with respect to (iii), (iv), and (v) of 20.04 (a) have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave or sick leave.
- (d) A temporary employee shall only be granted family leave if he/she reports for work following a recall and subsequently qualifies for family leave during that period for which he/she was recalled.

20.05 Paid Jury, Court Witness or Jury Selection Leave

The Employer shall grant leave of absence without loss of pay, seniority, or accumulated benefits to an employee who serves as a juror, witness in any court, or who is required to attend jury selection. The employee will present proof that he/she attended as a juror, witness in court, or for the purpose of jury selection. Any remuneration the employees receive from the courts will be over and above his/her pay and benefits from the Employer.

20.06 Extended Unpaid Leave

Upon written request a permanent employee who has completed two (2) years of service shall be granted leave to a maximum of twelve (12) months without pay and without loss of accumulated seniority and benefits subject to the operational requirements of the Employer's operation and the availability of qualified replacement staff. An employee shall be entitled 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. Employees shall not be subject to any benefits of this agreement, except seniority, during this period. The minimum amount of unpaid leave an employee may request under this clause is eight (8) weeks. An employee will not be granted extended unpaid leave to take a position with the same Employer whether inside or outside a bargaining unit.

20.07 General Unpaid Leave

Effective July 25, 1994, subject to the operational requirements and the availability of qualified replacement staff, where required, employees may be permitted twenty (20) days of unpaid leave during which he/she shall earn service for seniority only, provided that the employee would not have been laid off during the period of unpaid leave. This period of unpaid leave does not necessarily have to be taken consecutively, but cannot be taken in increments of less than one (1) day at a time.

20.08 Education Leave

Effective July 25, 1994, subject to operational requirements and the 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 Agreement, except service for seniority. For periods of education leave prior to July 25, 1994, the Employer will credit seniority based on the presentation of documentation by the employee that verifies that it was a period of education leave. No retroactive application.

Article 21 - Leave – General

21.01 Accumulation of Leave Authorization

The previous employment, if any, of an employee with the government 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 shall be regarded as service within the meaning and intent of this Agreement and shall be included in the calculation of the employee's leave eligibility under this Agreement provided that he/she transferred from such board or commission or hospital without break or, if there was a break, that such break did not exceed one hundred and twenty (120) days and provided further that he/she shall not receive greater leave awards under this Agreement as a result of such previous employment he/she would be eligible to receive if it had been service as defined in this Agreement.

21.02 Secondment

In the event that an employee is, with the approval of the Lieutenant-Governor in council,

seconded for duty outside the Government of Newfoundland, the period of his/her secondment shall be deemed to be service within the meaning and intent of this Agreement.

21.03 Service Credits

Employees on any form of paid leave shall be eligible to accumulate service credits for seniority purposes.

Article 22 - Pension Plan

22.01 Continuation of Pension Plan

The Public Service Pension Plan will apply to those employees covered by this Agreement who are eligible to participate in such a plan.

22.02 Government Money Purchase Pension Plan (GMPP)

The Employer will make available a Money Purchase Pension plan for Employees who are not eligible to participate in the Public Service Pension Plan. All such employees shall be required to participate in the GMPP.

Article 23 - Group Insurance

23.01 Group Life and Extended Health Benefits Plan

The Group Insurance Plan covering employees shall continue in effect for all those employees eligible to participate in the Plan.

23.02 Payment of Premium

The Employer will pay fifty percent (50%) of the premiums of the Insurance Plan for all those employees who are eligible to participate in the Plan and the employees will pay fifty percent (50%). The Employer will maintain payment of the Employer's premiums while an employee is on maternity/adoption/paternal leave to a maximum of fifty-two (52) weeks.

23.03 Summary of Plan

A summary of the general provisions and benefits of the plan is appended to the Agreement as Schedule "D".

Article 24 - Portability of Fringe Benefits

24.01 Transferable Benefits

- (a) Employees who transfer or accept employment in another hospital, as set out in Schedule "C", shall transfer all accumulated benefits with the exception of seniority, providing there is not break in service of more than one hundred and twenty (120) calendar days.
- (b) Employees who transfer or accept employment in another hospital shall transfer his/her service for the purpose of step progression. This will mean his/her total service accumulated in each hospital shall be considered for the purpose of

qualifying for step advancement in accordance with Schedule "A" - Step Progression, providing there is no break in service of more than one hundred and twenty (120) calendar days.

- (c) The recognition of the prior benefits shall not exceed the benefits available with the new Employer.

Article 25 – Classification

25.01 Notification or Change of Classification

Employees shall be notified in writing of any changes in their classification.

25.02 Initial Request for Classification Review

All initial request for classification review must first be submitted to the employer who shall, after mutual discussion, submit the request to the Classification and Pay Division within thirty (30) days of the receipt of such request.

25.03 Incorrect Classification Review

When any employee feels that his/her position has been unfairly or incorrectly classified, the employee may submit a request for review in accordance with the procedure outlined in Schedule "B".

25.04 Retroactivity of Classification Decisions

Classification decisions arising out of an employee's request for review or appeal shall be retroactive to the date the request was first submitted to the Employer.

Article 26 – Salaries

26.01 Salary Scales

The salary scales set out in Schedule "A" will remain in effect for the duration of this agreement.

26.02 Pay Days

- (a) All employees shall be paid bi-weekly.
- (b) Retroactive payment will either be made by separate payment or on the regular pay day with a detailed statement outlining the retroactive benefits.
- (c) The Employer will make every reasonable effort to correct errors in an employee's pay as quickly as possible.
- (d) **Salary Cheques**
Salary cheques will be available on pay day at 0800 hours of those employees scheduled to work on the previous 0001 and 0800 hours shift and cheques will be available prior to 0001 hours on pay day for those employees who worked the previous 1600 hours to 2400 hour shift.

***Article 27 - Severance Pay**

(Effective March 31, 2018)

- 27.01 (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 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 28 – Promotion

NOTE: The respective transition agreement should be referenced when interpreting this clause.

28.01 Promotion to Higher Pay Range

On the promotion of an employee to a higher pay range his/her rate of pay will be established at the nearest step in the new range which exceeds his/her existing rate by at least five (5) percent but not exceed the maximum of the new range.

28.02 Effective Date of Change in Pay on Promotion

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

28.03 Job Postings

- (a) Subject to 28.03(b), when a vacancy or new position is to be filled, either inside or outside the bargaining unit, the Employer shall post notice of the position in accessible places in the hospital for a period of not less than seven (7) calendar days. Copies of all postings are to be supplied concurrently to the Local Secretary of the Union.
- (b) Clause 28.03(a) does not apply to a temporary vacancy except where, in the Employer's opinion, a temporary position is expected to exceed a period of sixteen (16) continuous weeks, or where a position exceeds sixteen (16) weeks, such position shall be posted in accordance with clause 28.03(a).

28.04 Information on Postings

For vacancies or new positions inside the bargaining unit such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range, and whether shift work could be involved. Those qualifications may not be established in an arbitrary or discriminatory manner.

28.05 Recognition of Seniority

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service.

When a vacancy occurs in an established position within the bargaining unit, or when a new position is created within the bargaining unit, employees who apply for the position on promotion or transfer shall be given preference on a seniority basis for filling such vacancy, provided that the applicant's qualifications meet the required standards for the new position. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.

A General Registered Technologist will be considered to have met the required standards in all cases of a lateral transfer in their respective fields (Laboratory or X-ray) except in cases where necessary special educational qualifications are required by the job in which case Clause 28.07 shall apply. This clause shall not apply to subject registered technologists.

28.06 Trial Period

The successful applicant shall be placed on trial for a period of three hundred (300) hours. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of three hundred (300) regular hours worked. 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 position, he/she shall be returned to his/her former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. Notwithstanding the above, where the Employer and the Union agree in writing, the employee may revert to his/her former position prior to the completion of the trial period. The Employer and Union may mutually agree in writing to extend the trial period.

28.07 Promotions and Transfers Requiring Higher Qualifications

Consideration for promotions and transfers will be given to the senior applicant who does not possess the required qualifications, but is prepared to qualify prior to filling of the vacancy and indicates so on his/her application. Such employees will be given an opportunity to qualify within a reasonable length of time not exceeding two (2) months, or longer if mutually agreed and to revert back to his/her former position if the required qualifications are not met within such time.

28.08 Disabled Employee's Preference

An employee who has been incapacitated at his/her work by injury or compensable occupation disablement, and is unable to perform his/her regular duties, will be employed in other work which he/she can do providing a suitable position is available, and the

applicable rate for the new position will apply. Such employee shall not displace an employee with more seniority.

28.09 Job Training

The Employer, where the capabilities exist, will inaugurate and maintain a system of on the job training so that permanent employees are provided with the opportunity of receiving training and qualifying for promotions. Permanent employees participating in such training will maintain their present salary during such periods of training.

28.10 Filling of Permanent Positions

No position of a permanent nature will be filled by keeping temporary employees or part-time employees on to fill the position without having the position posted.

28.11 Posting Seniority List

A seniority list shall be posted in January of each year and a copy shall be sent to the Union's Head Office in St. John's within two (2) weeks of posting.

28.12 Permanent Employees to Temporary Positions

Subject to the approval of the Employer, a permanent employee who applies for and is accepted for a temporary position may revert to his/her former position upon completion of the temporary work. The Employer shall notify the employee of its decision before the permanent employee commences the temporary work and such approval shall not be unreasonably denied. Such employee shall maintain his/her permanent status.

Article 29 – Demotion

29.01 Voluntary Demotion

If an employee is voluntarily demoted his/her pay will be established at a rate which does not exceed his/her present rate. If his/her present rate falls between two steps his/her salary will be adjusted to the lower of the two.

29.02 Involuntary Demotion

Subject to 28.07, if any employee is involuntarily demoted his/her rate of pay will be established at a step in the new range equivalent to his/her present rate. If his/her present rate falls between two steps his/her rate will be adjusted to the higher of the two. If his/her present salary is above the maximum, it shall be retained.

Article 30 - Layoffs and Recalls

NOTE: **The respective transition agreement should be referenced when interpreting this clause.**

30.01 Layoff and Recall Procedure

(a) Subject to 30.01(b), both parties recognize that job security should increase in proportion to the length of service. Therefore, in the event of layoff, permanent employees shall be laid off in the reverse order of their seniority. Permanent

employees shall be recalled in order of their seniority providing they are qualified to do the work.

- (b) Temporary employees shall be laid off in the reverse order of seniority in their respective recognized Departments or their recognized section of the Department provided that those temporary employees being retained are immediately qualified to do the work required. Temporary employees shall be recalled in order of seniority in their recognized section of the Department provided that they are immediately qualified to do the work required. Temporary employees will be given their date of layoff in writing and if any extensions are necessary, the new date of layoff shall also be in writing.
- (c) Temporary employees shall be deemed to be junior to permanent employees.
- (d) It is the responsibility of the employee to give the Employer notice of his/her current address and telephone number.

30.02 No New Permanent Employees

Subject to 30.01, no new permanent employees shall be hired until those permanent employees on layoff have been given an opportunity of recall provided that those being recalled have sufficient qualifications to perform the work required.

30.03 Notice of Layoff

(a) Permanent Employees

The Employer shall notify permanent employees who are to be laid off thirty (30) calendar days prior to the date of layoff. Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment, as per Schedule "F". 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 an employer covered by the *Public Service Collective Bargaining Act* shall be required to pay back part of any severance pay/pay in lieu notice they received. The amount they have to pay shall be based on the length of time they have been out of employment of the Employer covered by the *Public Service Collective Bargaining Act*. The amount repaid will be based on the net amount received by the employee or the amount paid to a financial institution on behalf of an employee.

- (b) A permanent employee who changes his/her classification as a result of layoff shall have the opportunity within one (1) year to return to his/her former classification in his/her former Department should a vacancy occur which the Department intends to fill provided they are qualified and able to perform the

duties required for the position.

(c) Part-time Employees

Fourteen (14) calendar days notice, in writing, shall be given to part-time employees who are being laid off. If such notice is not given, the employee shall be paid for the number of days by which the period of notice is reduced.

(d) Temporary Employees

Fourteen (14) calendar days notice, in writing, shall be given to a temporary employee who is being laid off prior to his/her completion of the specified period of temporary employment. If such notice is not given, the employee shall be paid for the number of days by which the period of notice is reduced.

(e) Permanent employees who have a reduction in their hours of work shall have access to the layoff provision.

30.04 Recall in the Same Classification

When an employee is recalled to work in the same classification he/she will receive not less than that received prior to layoff, plus any salary adjustments to that classification made during layoff except where that layoff exceeds two (2) years.

30.05 Loss of Seniority

An employee shall lose his/her seniority in the event:

- (a) he/she resigns in writing;
- (b) he/she is discharged for just cause and is not reinstated;
- (c) he/she is laid off for a period longer than two (2) years;
- (d) he/she retires;
- (e) he/she is a permanent employee and fails to return to work within fourteen (14) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address. An employee recalled for casual work or employment of short duration at a time when he/she is employed elsewhere shall not lose his/her recall rights for refusal to return to work. Upon receipt of notice of recall, the employee shall within two (2) days, excluding weekends and statutory holidays, notify the Employer of his/her intentions.
- (f) An employee shall not lose seniority when recalled or offered work in a classification other than his/her own classification.
- (g) Temporary employees are expected to report to work when requested and

temporary employees shall lose seniority if they fail to report to work as requested unless there is just cause. Temporary employees shall not lose their seniority when recalled to work for a short duration when they are employed elsewhere. Temporary employees will not be recalled for periods of work of less than three (3) consecutive hours. Temporary employees shall not be required to work more than one (1) recall in a calendar day.

30.06 No Layoff if Supervisory Personnel Demoted or Reclassified

No bargaining unit employee shall be laid off as a direct result of a non-bargaining unit employee being placed back into the bargaining unit.

Article 31 - Temporary Assignments

31.01 Temporary Assignment to Higher Classification

- (a) Subject to clause 31.02, where an employee is required to perform in a position which is classified as being higher than the employee's own classification, he/she shall be reimbursed in accordance with the promotion provisions for the entire period of assignment, provided that the employee has worked in the higher classification for a period of at least one (1) day.
- (b) The Employer shall not temporarily assign employees to a higher classification for less than one (1) day at a time, to avoid the payment of higher salary.
- (c) In the event that a temporary assignment is known in advance to be required for a period of not more than five (5) consecutive working days, the employee selected for the assignment shall be from the same shift rotation schedule as is the position to which the employee is being assigned.
- (d) All assignments within the bargaining unit shall be on the basis of seniority where ability and qualifications are relatively equal.

31.02 Return to Former Position

When the employee returns to his/her position from a temporary assignment, he/she will be returned to his/her former salary with any adjustments made for salary increases in the interim.

31.03 Assignment to Higher Classification

Subject to 31.01, when an employee is temporarily assigned to a supervisory position by the employer for four (4) or more hours, he/she shall receive an additional 50 cents per hour for each hour worked.

31.04 Temporary Appointments and Temporary Assignments Outside Bargaining Unit

No employee shall be temporarily assigned to a non-bargaining unit position without his/her consent. If an employee agrees to a temporary assignment or accepts a temporary position to a non-bargaining unit position, he/she shall retain his/her seniority up to the date of leaving but shall not accumulate any further seniority. In the

case of a temporary assignment or temporary position, their bargaining unit position will be protected for a period of two (2) years. If within two (2) years, the employee returns to a position within the bargaining unit, he/she shall continue to accumulate seniority from the date he/she assumes the position, which shall be added to his/her previously accumulated seniority.

Such temporary assignments or temporary positions shall not exceed two (2) years, unless otherwise mutually agreed.

Article 32 - Travel Allowance

32.01 Meal Allowance

The maximum rates allowable for meals inclusive of taxes and gratuities per day shall be as follows:

- (a) Effective the date of signing of the collective agreement, forty-three dollars and seventy cents (\$43.70) (\$8.00, \$14.00, \$21.70) in the Province.

Fifty dollars and twenty cents (\$50.20) (\$10.15, \$16.40, \$23.65) for outside the Province.

Fifty dollars and twenty cents (\$50.20) (\$10.15, \$16.40, \$23.65) for United States.

Fifty-five dollars and twenty cents (\$55.20) (\$11.25, \$17.95, \$26.00) for all other travel.

- (b) In areas where the cost of meals is likely to exceed these rates, based on the opinion of the administrator, vouchered expenses may be submitted.

32.02 Transportation

Employees who are authorized to use their own cars while travelling on business for the Employer shall be reimbursed at the rate of thirty-one point five (31.5) cents per kilometer effective April 1, 2000. If any NAPE bargaining unit receives an increase in the kilometer rate, the rate will apply to employees of the Lab and X-Ray bargaining unit.

32.03 Incidental Expense

An employee is entitled to claim an incidental expense for each night in overnight travel effective April 1, 2000 – five dollars (\$5) per night.

32.04 Overnight Travel

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

32.05 Parking Meter Expenses

Employees who use their own vehicles on Employer business shall be reimbursed ten

dollars (\$10) per week effective April 1, 1999, for parking meter expenses upon presentation of either receipts where available or a written statement of cost incurred.

32.06 Private Accommodation

Employees while travelling on Employer business, who provide their own accommodations shall be paid twenty-five dollars (\$25) per night effective April 1, 1999.

Article 33 - Protective Clothing

33.01 Protective Clothing

Where the Employer requires the wearing of protective clothing for safety reasons, or protection of personal clothes, the Employer shall provide permanent full-time employees a minimum of three (3) new lab coats per year and launder such clothing free of charge. All other employees, where the Employer deems necessary, shall be provided up to three (3) new lab coats per year and launder such clothing free of charge.

33.02 Quantity, Issue and Control of Clothing

The quantity, issue and control of clothing provided in 33.01 shall be regulated by the Employer. Proper protective footwear shall be provided by the Employer when necessary.

33.03 Uniform Allowance

Where the Employer requires the wearing of uniforms, the employee has the choice of accepting the uniform supplied or receiving an allowance of one hundred and fifty-five dollars (\$155) to purchase the uniform of his/her choice, the style to be mutually agreed upon, to be paid the first pay period in December, not in advance.

33.04 Safety Equipment

The Employer will provide all safety equipment and protective clothing that is necessary for the health and safety of the employee in accordance with the applicable laws and regulations.

Article 34 - Labour-Management Committee

34.01 Establishment of Committee

There shall be a joint Labour-Management Committee of not more than six (6) persons, composed of an equal number of representatives of the Employer and representatives of the Laboratory and Radiology (Bargaining Unit) of the Association within that hospital. The purpose of this Committee is to meet and confer on matters of mutual interest which are not properly the subject matter of a grievance or negotiations.

34.02 Representatives of Union

The Union's representatives shall be selected by the Laboratory and Radiology (Bargaining Unit) of the Association within the hospital and the Employer shall be duly notified in writing as to their names.

34.03 Meetings of Committee

The Committee shall meet if and when the need arises, but in any event, every two months. Representatives of the Union on the above mentioned Committee shall not suffer any loss of pay as a result of attending meetings of this Committee during working hours.

34.04 Chairperson of Committee

The meetings of the Committee shall be chaired by the Employer's representative and the Vice Chairperson will be selected by the Union. Requests for additional meetings may be made by either party by giving seven (7) days notice.

34.05 Sub-Committee on Safety

It is agreed that a sub-committee of the Labour Management Committee will be formed for the purpose of providing prompt investigation of possible hazardous situations. This sub-committee will consist of one representative of the Union and one representative of the Employer, and shall have the authority to suspend the practice in question or otherwise remedy the situation pending further investigation. It is agreed that this sub-committee will report to the Labour-Management Committee, but that its membership is not restricted to members of the Labour-management Committee. The sub-committee may draw on other personnel as required for investigation of specific situations.

34.06 Safety Seminars

The employee who is selected to represent the Newfoundland and Labrador Association of Public and Private Employees on the subcommittee on safety in clause 34.05 or one (1) representative of the Laboratory and X-ray bargaining unit on the Occupational Health and Safety Committee shall be granted two (2) days with pay in a calendar year to attend safety seminars as approved by the Occupational Health and Safety Committee.

34.07 Occupational Health and Safety Committee

The mandate of the Occupational Health and Safety Committee shall be expanded to include environmental issues.

Article 35 - Personal Files

35.01 Disciplinary Documents

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

35.02 Removal of Disciplinary Documents

Any such document shall be disregarded and subsequently removed from the personal file of the employee and destroyed after the expiration of eighteen (18) months provided there has not been a re-occurrence of a similar incident during that period.

35.03 Request to Examine Personal File

An employee shall, at any reasonable time, and after making arrangements with the Human Resources Department, be allowed to inspect his/her personal file. He/she may be accompanied by a representative of the Union if he/she so desires. An employee shall be provided copies of any relevant documents affecting continued employment on file when requested, provided such requests are reasonable.

Article 36 – Discipline

36.01 Notification of Suspension or Dismissal

Within seven (7) calendar days of any oral notification an employee who is suspended or dismissed shall be provided with written notification which shall state the reasons for suspension or dismissal.

36.02 Dismissals, Etc. Subject to Grievance

- (a) Subject to 36.02(b), all dismissals, suspensions and other disciplinary action shall, if the employee so desires, be subject to formal grievance procedure as outlined in Article 8.
- (b) The termination of probationary employees for reasons of unsuitability or incompetence, as assessed by the Employer, is not subject to the grievance and arbitration procedure.

36.03 Adverse Report

Subject to 35.02, the Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within seven (7) calendar days of the event of a complaint. This notification shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his/her record for use against him/her at any time.

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

36.04 Justice and Dignity Provision

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

36.05 Criminal and 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.

36.06 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or

discharged, the employee shall be immediately reinstated in his/her former position, without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board.

36.07 Right to be Represented

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

Article 37 – Access

37.01 Access to Premises

The Employer agrees that access to its premises may be allowed to persons permanently employed by the Union for the purpose of interviewing a Union member and such interviews shall not interfere with the operations of the department or agency concerned.

Before a Union representative enters the premises to interview an employee, he/she shall first inform the administrator of his/her presence.

37.02 Permission to Hold Meetings

Permission to hold meetings on the premises of the Employer shall, in each case, be obtained from the administrator and such meetings shall not interfere with the operations of the department or agency concerned.

Article 38 - Strikes and Lockouts

38.01 Strikes and Lockouts

The Union agrees that during the term of this Agreement there shall be no strikes, and the Employer agrees there shall be no lockouts during the term of this Agreement.

Article 39 – General

39.01 Dressing Rooms

Dressing room, washroom and other suitable space for storing coats and other personal belongings during working hours shall be provided.

39.02 Bulletin Boards

Bulletin boards or space shall be provided by the Employer at convenient locations. The content of notices or other material posted on bulletin boards shall require the prior approval of the Employer. Such approval shall not be unreasonably withheld.

39.03 Lounge Facilities

Reasonable lounge facilities will be made available for employees.

*39.04 Retroactivity

The following provisions of the Agreement are retroactive to April 1, 2016: Salaries.

39.05 Parking Space

The employer shall provide, whenever possible, adequate facilities for employees to park their vehicles during their working hours.

39.06 Personal Loss

Subject to clauses 39.06, and 39.07, where an employee in the performance of his/her duty suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer may compensate the employees for any loss suffered, subject to a maximum of six hundred dollars (\$600).

39.07 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 Administrator or his/her designated representative.

39.08 This provision shall only apply in respect of personal effects which the employee would reasonably have at the work place.

39.09 Cost of Printing Agreements

The Association and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Employer shall print, at a cost to be equally shared between the Association and the Employer, sufficient copies of the Agreement within thirty (30) days of signing.

39.10 Course Allowance

An allowance of eighty-two dollars (\$82) per month shall be paid to an employee who has been awarded his/her ART in Laboratory or AC in Radiology.

39.11 Policy on Infectious Diseases

The Employer agrees that educational material shall be provided to employees on infectious diseases.

39.12 Sleep Room

Where a sleep room is currently provided, this practice shall be maintained provided that it is being used by employees on a regular and continuous basis. Where no sleep room is currently provided, the Labour Management Committee will discuss ways of providing a sleep room for employees.

Article 40 - Amendment by Mutual Consent

40.01 Amendment by Mutual Consent

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

Article 41 - Workers' Compensation

41.01 Workers' Compensation

- (a) All employees shall be covered by the *Workplace Health, Safety and Compensation Act*.
- (b) The Employer and the Union shall make every reasonable effort to have an employee who is on Workers' Compensation return to work in his/her former position, or if the Workplace Health, Safety and Compensation Commission determines that the employee cannot work in his/her former position, to another position in that bargaining unit.
- (c) Pending a decision on the compensability of a claim, the employee shall receive calculated as if the Workplace Health, Safety and Compensation Commission were to accept the claim. If the claim is denied by the Commission, the necessary adjustments shall be made. Payments under this clause shall not be deducted from an employee's accumulated sick leave credits.
- (d) An employee who cannot work in his/her regular position on account of an occupational accident or occupational disease that is covered by the *Workplace Health, Safety and Compensation Act*, but who can work in another position in the bargaining unit will be encouraged by the Employer and the Association to accept a position under the terms of Clause 28.08. If the employee accepts the position and that position pays at a lower LX level, then the employer will pay the employee in accordance with Clause 28.08.
- (e) Employees shall continue to receive pay increases and to accrue benefits to this Agreement.
- (f) If the person fails to obtain employment under (a) - (d) above, a Joint Committee, comprised of an equal number of Employer and Association representatives shall be established, as required, to facilitate the person returning to employment elsewhere.
- (g) The employee shall provide to the Employer all information pertaining to his/her compensable injury.
- (h) Employees on Workers' Compensation shall be permitted to file a revised TD-1 with the Employer.
- (i) Where applicable, an employee in receipt of long term Workplace Health, Safety and Compensation Commission Benefits will not unreasonably refuse to apply for Canada Pension Plan benefits. Any monies received from the Canada Pension

Plan by the employee shall be forwarded to the Employer.

- (j) Employees on retraining by Workers' Compensation shall continue to receive pay increases and accrue benefits of this Agreement except annual leave and sick leave, which shall only apply once the person returns to work with an Employer covered by the *Public Service (Collective Bargaining) Act* after such retraining.
- (k) For the purpose of clause 41.01, the employee's net pay shall be calculated on the basis of the total average earnings as calculated by the Workplace Health, Safety and Compensation Commission.
- (l) Pension credit and group insurance coverage to continue on the basis of the pre-injury salary including contract allowance, salary adjustments for 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 *Workplace Health, Safety and Compensation Act*.
- (m) Employees who are entitled to apply for CPP benefits may apply for such benefits, and if received, the employees will not be required to turn this money over to the Employer. Employees who receive CPP benefits shall be paid their net salary in accordance with clause 41.01.
- (n) It is agreed and understood by the parties to this collective agreement that an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission, after the date of signing of this agreement, shall no longer accumulate benefits under this agreement but shall have his/her position with the Employer protected for two (2) calendar years following the date of such approval, immediately following which his/her employment shall be terminated, subject to the *Human Rights Act*.

Article 42 - Contracting Out

42.01 Contracting Out

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

Article 43 - Technological Change

43.01 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 work loads, the employer shall notify the Association of the proposed change.

43.02 Consultation

Any 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 union.

43.03 Attrition Arrangements

No employee will be laid-off because of technological change or new method of operation unless such employees 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.

43.04 Income Protection

An employee whose displaced from his/her 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 new or greater skills required to prevent displacement.

43.05 Transfer Arrangements

An employee who is displaced from his/her 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.

43.06 Training Benefits

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Employer, be given a reasonable period of time, in the opinion of the Employer, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employees.

43.07 No New Employees

No additional employee(s) shall be hired by the Employer to replace an employee(s) affected by the technological change or new method of operation until the employee(s) already working, and affected by the change, have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment, as provided for in clause 43.06.

Article 44 - Union Officers

44.01 Shop Stewards

The Employer acknowledges the right of the Union to appoint or elect Shop Stewards in each place of employment, e.g. a minimum ratio of one Shop Steward for each 1-30

employees in each Department of Laboratories and X-ray Department. In hospitals which have a Radiotherapy Department and Nuclear Medicine Department, the Union may appoint an additional Shop Steward to cover those departments if desired. Additional Shop Stewards as required may be appointed by mutual agreement between the Union and the Employer. The Union shall inform the employer of the names of all Shop Stewards as soon as possible after their appointment.

44.02 Union Officers

It is agreed that a Shop Steward will not absent himself/herself from his/her Department for the purpose of handling grievances without first obtaining permission from his/her supervisor and such permission will not be unreasonably withheld.

44.03 No Discrimination

It is agreed that no discrimination will be practised as a result of an employee being a member of the Union or by accepting positions on behalf of the Union.

Article 45 - Labrador Allowance

45.01 Labrador Allowance

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

Article 46 - Duration of Agreement

*46.01 Duration of Agreement

Except as otherwise provided in this Agreement, this Agreement shall be effective from date of signing and shall remain in full force and effect until March 31, 2020.

46.02 Agreement to Remain in Effect

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

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

46.03 Notice of Amendment

Either party to this Agreement may, within the seven (7) month period immediately prior to the expiration of this Agreement, issue notice to the other party of its desire to amend the Agreement. Following notice, the other parties are required to enter into negotiations for a new agreement within thirty (30) calendar days of receipt of notice.

46.04 Legislation and Collective Agreement

Notwithstanding the no strike and no lockout provisions of the agreement, notice to reopen negotiations may be issued by either party in the event that the Provincial

Government passes legislation to amend any provision of the 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 - Contact Allowance

47.01 Contact Allowance

The rate of Contact Allowance shall be equivalent to that paid to the Hospital support staff employees, except the employees at the Waterford Hospital shall receive the maximum allowance.

Article 48 - Part-time and Temporary Employees

48.01 Part-time and Temporary Employees

(a) Part-time employees shall receive the wages and benefits specified in this Agreement (except any benefits specifically excluded) on a pro rated basis according to their hours of work.

(b) Temporary employees shall be entitled to wages and benefits of this Agreement (except those specifically excluded) for the duration of their employment. Earned benefits for temporary employees shall be pro rated and those employees will be allowed to carry forward these benefits from one period of employment to the next.

(c) Additional Shifts – Part-time Employees

Permanent part-time employees shall be given the option of working additional shifts in accordance with article 30.01(b), subject to the availability of hours and the operational requirements of the employer. The employee shall put such a request in writing to the employer and it is understood no premiums shall apply to such shifts worked.

It is understood that employees who avail of this option will be placed on the temporary seniority list in accordance with seniority. It is also further understood that a permanent part-time employee's rights as it pertains to Article 30 – Layoff and Recalls, shall not be affected.

Article 49 - Sexual and Personal Harassment

49.01 Both the Employer and the Union consider sexual and personal harassment to be reprehensible and are committed to maintaining an environment in which such harassment does not exist.

49.02 The Employer and the Union recognize the right of employees to work in an environment free from sexual or personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual or personal harassment of a bargaining unit member has; taken place, the Employer shall take appropriate action to

ensure that such harassment ceases. The victim shall be protected from repercussions which may result from his/her complaint.

49.03 Definition of Sexual Harassment

Sexual harassment is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one (1) time basis or a series of incidents. It is unsolicited, one-sided and/or coercive. Both males and females may be the victim of sexual harassment.

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

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

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

49.04 Definition of Personal Harassment

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

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

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

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

Personal harassment of a bargaining unit member shall be investigated.

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

SIGNED on behalf of the Treasury Board representing Her Majesty the Queen in Right of Newfoundland by the Honourable Tom Osbourne, Q.C. President of Treasury Board, and the Honourable John Haggie, Minister of Health and Community Services, in the presence of the witness hereto subscribing:

George Joyce
Witness

Tom Osbourne
John Haggie

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:

James Kelly
Sherard Collins
John D. B.
Sherard Wells
Yvonne Backstone
Don Blundell

Arthur Seir
Witness

SCHEDULE A*Red Circled Employees**

- (a) Red-circled employees whose regular salary does not exceed the maximum of the new salary scales for their respective LX level shall;
 - (i) be placed on Step 6 of the new scale; and
 - (ii) receive a cash payment of the difference between the percentage increase applicable for their salary rate and the salary increase received by being placed on Step 6. This cash payment will be paid biweekly for each regular hour worked.
- (b) Employees whose regular salary rate exceed the maximum of the new salary scale for their respective LX level shall receive a cash payment of the percentage increase applicable for their salary rate. This cash payment will be paid bi-weekly for each regular hour worked.

***SALARY IMPLEMENTATION FORMULA**

April 1, 2016 add 0 % to each step of salary scales
April 1, 2017 add 0 % to each step of salary scales
April 1, 2018 add 0 % to each step of salary scales
April 1, 2019 add 0 % to each step of salary scales

STEP PROGRESSION

- (a) Effective January 1, 1979, employees on Step 1, 2, 3, 4, or 5 who have at least twelve (12) months of service as of December 31, 1978, shall advance one (1) step on their respective salary scales, and thereafter from year to year from each additional twelve (12) months of service accumulated.
- (b) Effective January 1, 1979, employees on Step 1, 2, 3, 4 or 5 who have less than twelve (12) months of service as of December 31, 1978, shall advance one (1) step on their respective salary scales effective the date when twelve (12) months of service is accumulated, and thereafter from year to year for each additional twelve (12) months of service that is accumulated.
- (c) Commencing on or after January 1, 1979, new employees on Step 1, 2, 3, 4 or 5 shall advance one (1) step on their respective salary scales effective the date when twelve (12) months of service is accumulated and thereafter from year to year for each additional twelve (12) months of service that is accumulated.
- (d) No employee will move up the salary scale by more than one (1) step during the year 1979. In other words, an employee who has moved a step during the year 1979 by virtue of qualifying under the Step Progression formula under the previous agreement will not move during the year 1979 under (a) and (b) above. Such employees will commence normal step progression effective January 1, 1980.

EXPERIENCE CREDITS

Effective April 1, 2008 and subject to (g) below, an employee on appointment shall be paid for experience as follows:

- (a) less than two (2) years experience, Step 1 of the appropriate salary scale
- (b) two (2) years experience but less than three (3), Step 2 of the appropriate salary scale
- (c) three (3) years experience but less than four (4), Step 3 of the appropriate salary scale
- (d) four (4) years experience but less than five (5), Step 4 of the appropriate salary scale
- (e) five (5) years experience but less than six (6), Step 5 of the appropriate salary scale
- (f) six (6) years experience and over, Step 6 of the appropriate scale.
- (g) Any employee who has not attained the salary level outlined in paragraph (a), (b), (c), (d), (e), (f), but who during the term of the agreement qualified with these experience requirements shall receive the benefits of the step movement effective the date of qualification.

***JOB CLASSIFICATION AND
SALARY RANGE NUMBER**

<u>JOB CLASSIFICATION</u>	<u>CLASS NUMBER</u>	<u>PAY RANGE</u>
Animal Health Technologist	R016	LX-27
Cardiology Technician	H032	LX-18
Cardiology Technologist I	H033	LX-24
Cardiology Technologist II	H036	LX-27
Cardiovascular Technologist I	H038	LX-28
Cardiovascular Technologist II	H039	LX-29
Cardiovascular Technologist IIB	H307	LX-31
Clinical Radiography Instructor	H078	LX-34
Diagnostic Imaging Information System Technologist	H093	LX-27
Diagnostic Imaging Technologist I	H094	LX-27
Diagnostic Imaging Technologist II	H095	LX-28
Diagnostic Imaging Technologist IID	H099	LX-32
Diagnostic Imaging Technologist III	H100	LX-33
Diagnostic Imaging Technologist IV	H103	LX-36
Dosimetrist	H105	LX-33
Electroneurophysiology Technologist I	H106	LX-27
Electroneurophysiology Technologist II	H107	LX-28
Electroneurophysiology Technologist III	H111	LX-32
Laboratory and X-Ray Technician	H126	LX-26
Laboratory and X-Ray Technologist	H127	LX-27
Laboratory Assistant	H128	LX-19
Laboratory Technician	H129	LX-23
Laboratory Technician C	H309	LX-26
Laboratory Technologist I	H130	LX-27
Laboratory Technologist II	H131	LX-27
Laboratory Technologist IIA	H132	LX-28
Laboratory Technologist IIB	H133	LX-29
Laboratory Technologist IIE	H136	LX-32
Laboratory Technologist IIF	H137	LX-33
Laboratory Technologist III	H138	LX-32
Laboratory Technologist IIIA	H139	LX-33
Laboratory Technologist IV	H141	LX-35
Medical Physicist	H148	LX-40
Nuclear Medicine Technician	H153	LX-23
Nuclear Medicine Technologist II	H154	LX-28
Nuclear Medicine Technologist III	H160	LX-34
Polysomnograph Technologist	H193	LX-29
Radiation Therapist I	H232	LX-28
Radiation Therapist II	H234	LX-30
Radiation Therapist III	H239	LX-35
Veterinary Laboratory Technologist	R121	LX-33
X-Ray Technician	H293	LX-21

Effective April 1, 2016

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
LX-10	Hourly	18.34	18.56	18.82	19.04	19.30	20.26
	Bi-Weekly	1,283.80	1,299.20	1,317.40	1,332.80	1,351.00	1,418.20
	Annual	33,378.80	33,779.20	34,252.40	34,652.80	35,126.00	36,873.20
LX-11	Hourly	18.56	18.82	19.04	19.30	19.57	20.52
	Bi-Weekly	1,299.20	1,317.40	1,332.80	1,351.00	1,369.90	1,436.40
	Annual	33,779.20	34,252.40	34,652.80	35,126.00	35,617.40	37,346.40
LX-12	Hourly	18.82	19.11	19.42	19.76	20.09	21.28
	Bi-Weekly	1,317.40	1,337.70	1,359.40	1,383.20	1,406.30	1,489.60
	Annual	34,252.40	34,780.20	35,344.40	35,963.20	36,563.80	38,729.60
LX-13	Hourly	19.04	19.34	19.63	19.96	20.28	21.33
	Bi-Weekly	1,332.80	1,353.80	1,374.10	1,397.20	1,419.60	1,493.10
	Annual	34,652.80	35,198.80	35,726.60	36,327.20	36,909.60	38,820.60
LX-14	Hourly	19.30	19.57	19.83	20.10	20.38	21.37
	Bi-Weekly	1,351.00	1,369.90	1,388.10	1,407.00	1,426.60	1,495.90
	Annual	35,126.00	35,617.40	36,090.60	36,582.00	37,091.60	38,893.40
LX-15	Hourly	19.36	19.68	20.04	20.40	20.79	22.09
	Bi-Weekly	1,355.20	1,377.60	1,402.80	1,428.00	1,455.30	1,546.30
	Annual	35,235.20	35,817.60	36,472.80	37,128.00	37,837.80	40,203.80
LX-16	Hourly	19.54	19.89	20.25	20.61	21.05	22.41
	Bi-Weekly	1,367.80	1,392.30	1,417.50	1,442.70	1,473.50	1,568.70
	Annual	35,562.80	36,199.80	36,855.00	37,510.20	38,311.00	40,786.20
LX-17	Hourly	19.84	20.23	20.56	21.00	21.49	22.87
	Bi-Weekly	1,388.80	1,416.10	1,439.20	1,470.00	1,504.30	1,600.90
	Annual	36,108.80	36,818.60	37,419.20	38,220.00	39,111.80	41,623.40
LX-18	Hourly	20.13	20.49	20.93	21.37	21.88	23.34
	Bi-Weekly	1,409.10	1,434.30	1,465.10	1,495.90	1,531.60	1,633.80
	Annual	36,636.60	37,291.80	38,092.60	38,893.40	39,821.60	42,478.80
LX-19	Hourly	20.52	20.95	21.39	21.90	22.46	24.03
	Bi-Weekly	1,436.40	1,466.50	1,497.30	1,533.00	1,572.20	1,682.10
	Annual	37,346.40	38,129.00	38,929.80	39,858.00	40,877.20	43,734.60

LX-20	Hourly	23.23	23.95	24.71	25.50	26.32	28.13
	Bi-Weekly	1,626.10	1,676.50	1,729.70	1,785.00	1,842.40	1,969.10
	Annual	42,278.60	43,589.00	44,972.20	46,410.00	47,902.40	51,196.60
LX-21	Hourly	23.24	24.10	25.02	25.96	26.94	28.94
	Bi-Weekly	1,626.80	1,687.00	1,751.40	1,817.20	1,885.80	2,025.80
	Annual	42,296.80	43,862.00	45,536.40	47,247.20	49,030.80	52,670.80
LX-22	Hourly	23.99	24.88	25.83	26.81	27.82	29.89
	Bi-Weekly	1,679.30	1,741.60	1,808.10	1,876.70	1,947.40	2,092.30
	Annual	43,661.80	45,281.60	47,010.60	48,794.20	50,632.40	54,399.80
LX-23	Hourly	24.78	25.72	26.69	27.72	28.75	30.92
	Bi-Weekly	1,734.60	1,800.40	1,868.30	1,940.40	2,012.50	2,164.40
	Annual	45,099.60	46,810.40	48,575.80	50,450.40	52,325.00	56,274.40
LX-24	Hourly	25.31	26.21	27.19	28.19	29.26	31.65
	Bi-Weekly	1,771.70	1,834.70	1,903.30	1,973.30	2,048.20	2,215.50
	Annual	46,064.20	47,702.20	49,485.80	51,305.80	53,253.20	57,603.00
LX-25	Hourly	26.49	27.50	28.56	29.62	30.78	33.06
	Bi-Weekly	1,854.30	1,925.00	1,999.20	2,073.40	2,154.60	2,314.20
	Annual	48,211.80	50,050.00	51,979.20	53,908.40	56,019.60	60,169.20
LX-26	Hourly	27.50	28.53	29.60	30.76	31.94	34.59
	Bi-Weekly	1,925.00	1,997.10	2,072.00	2,153.20	2,235.80	2,421.30
	Annual	50,050.00	51,924.60	53,872.00	55,983.20	58,130.80	62,953.80
LX-27	Hourly	28.56	29.62	30.78	31.94	33.17	35.70
	Bi-Weekly	1,999.20	2,073.40	2,154.60	2,235.80	2,321.90	2,499.00
	Annual	51,979.20	53,908.40	56,019.60	58,130.80	60,369.40	64,974.00
LX-28	Hourly	29.73	30.85	32.04	33.30	34.65	37.60
	Bi-Weekly	2,081.10	2,159.50	2,242.80	2,331.00	2,425.50	2,632.00
	Annual	54,108.60	56,147.00	58,312.80	60,606.00	63,063.00	68,432.00
LX-29	Hourly	30.56	31.72	32.94	34.62	36.01	38.75
	Bi-Weekly	2,139.20	2,220.40	2,305.80	2,423.40	2,520.70	2,712.50
	Annual	55,619.20	57,730.40	59,950.80	63,008.40	65,538.20	70,525.00
LX-30	Hourly	31.48	32.69	33.98	35.40	36.87	39.63
	Bi-Weekly	2,203.60	2,288.30	2,378.60	2,478.00	2,580.90	2,774.10
	Annual	57,293.60	59,495.80	61,843.60	64,428.00	67,103.40	72,126.60

LX-31	Hourly	32.84	34.10	35.46	36.88	38.35	41.29
	Bi-Weekly	2,298.80	2,387.00	2,482.20	2,581.60	2,684.50	2,890.30
	Annual	59,768.80	62,062.00	64,537.20	67,121.60	69,797.00	75,147.80
LX-32	Hourly	33.86	35.27	36.75	38.33	39.97	42.95
	Bi-Weekly	2,370.20	2,468.90	2,572.50	2,683.10	2,797.90	3,006.50
	Annual	61,625.20	64,191.40	66,885.00	69,760.60	72,745.40	78,169.00
LX-33	Hourly	35.22	36.63	38.09	39.59	41.18	44.33
	Bi-Weekly	2,465.40	2,564.10	2,666.30	2,771.30	2,882.60	3,103.10
	Annual	64,100.40	66,666.60	69,323.80	72,053.80	74,947.60	80,680.60
LX-34	Hourly	36.54	38.06	39.68	41.27	43.13	46.37
	Bi-Weekly	2,557.80	2,664.20	2,777.60	2,888.90	3,019.10	3,245.90
	Annual	66,502.80	69,269.20	72,217.60	75,111.40	78,496.60	84,393.40
LX-35	Hourly	37.99	39.51	41.09	42.71	44.42	47.83
	Bi-Weekly	2,659.30	2,765.70	2,876.30	2,989.70	3,109.40	3,348.10
	Annual	69,141.80	71,908.20	74,783.80	77,732.20	80,844.40	87,050.60
LX-36	Hourly	39.68	41.34	43.13	45.00	46.94	50.49
	Bi-Weekly	2,777.60	2,893.80	3,019.10	3,150.00	3,285.80	3,534.30
	Annual	72,217.60	75,238.80	78,496.60	81,900.00	85,430.80	91,891.80
LX-37	Hourly	41.26	42.90	44.62	46.39	48.25	51.95
	Bi-Weekly	2,888.20	3,003.00	3,123.40	3,247.30	3,377.50	3,636.50
	Annual	75,093.20	78,078.00	81,208.40	84,429.80	87,815.00	94,549.00
LX-38	Hourly	42.90	44.62	46.39	48.25	50.18	54.03
	Bi-Weekly	3,003.00	3,123.40	3,247.30	3,377.50	3,512.60	3,782.10
	Annual	78,078.00	81,208.40	84,429.80	87,815.00	91,327.60	98,334.60
LX-39	Hourly	44.61	46.39	48.25	50.20	52.19	56.19
	Bi-Weekly	3,122.70	3,247.30	3,377.50	3,514.00	3,653.30	3,933.30
	Annual	81,190.20	84,429.80	87,815.00	91,364.00	94,985.80	102,265.80
LX-40	Hourly	46.39	48.26	50.20	52.19	54.27	58.43
	Bi-Weekly	3,247.30	3,378.20	3,514.00	3,653.30	3,798.90	4,090.10
	Annual	84,429.80	87,833.20	91,364.00	94,985.80	98,771.40	106,342.60

Effective April 1, 2017

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
LX-10	Hourly	18.34	18.56	18.82	19.04	19.30	20.26
	Bi-Weekly	1,283.80	1,299.20	1,317.40	1,332.80	1,351.00	1,418.20
	Annual	33,378.80	33,779.20	34,252.40	34,652.80	35,126.00	36,873.20
LX-11	Hourly	18.56	18.82	19.04	19.30	19.57	20.52
	Bi-Weekly	1,299.20	1,317.40	1,332.80	1,351.00	1,369.90	1,436.40
	Annual	33,779.20	34,252.40	34,652.80	35,126.00	35,617.40	37,346.40
LX-12	Hourly	18.82	19.11	19.42	19.76	20.09	21.28
	Bi-Weekly	1,317.40	1,337.70	1,359.40	1,383.20	1,406.30	1,489.60
	Annual	34,252.40	34,780.20	35,344.40	35,963.20	36,563.80	38,729.60
LX-13	Hourly	19.04	19.34	19.63	19.96	20.28	21.33
	Bi-Weekly	1,332.80	1,353.80	1,374.10	1,397.20	1,419.60	1,493.10
	Annual	34,652.80	35,198.80	35,726.60	36,327.20	36,909.60	38,820.60
LX-14	Hourly	19.30	19.57	19.83	20.10	20.38	21.37
	Bi-Weekly	1,351.00	1,369.90	1,388.10	1,407.00	1,426.60	1,495.90
	Annual	35,126.00	35,617.40	36,090.60	36,582.00	37,091.60	38,893.40
LX-15	Hourly	19.36	19.68	20.04	20.40	20.79	22.09
	Bi-Weekly	1,355.20	1,377.60	1,402.80	1,428.00	1,455.30	1,546.30
	Annual	35,235.20	35,817.60	36,472.80	37,128.00	37,837.80	40,203.80
LX-16	Hourly	19.54	19.89	20.25	20.61	21.05	22.41
	Bi-Weekly	1,367.80	1,392.30	1,417.50	1,442.70	1,473.50	1,568.70
	Annual	35,562.80	36,199.80	36,855.00	37,510.20	38,311.00	40,786.20
LX-17	Hourly	19.84	20.23	20.56	21.00	21.49	22.87
	Bi-Weekly	1,388.80	1,416.10	1,439.20	1,470.00	1,504.30	1,600.90
	Annual	36,108.80	36,818.60	37,419.20	38,220.00	39,111.80	41,623.40
LX-18	Hourly	20.13	20.49	20.93	21.37	21.88	23.34
	Bi-Weekly	1,409.10	1,434.30	1,465.10	1,495.90	1,531.60	1,633.80
	Annual	36,636.60	37,291.80	38,092.60	38,893.40	39,821.60	42,478.80
LX-19	Hourly	20.52	20.95	21.39	21.90	22.46	24.03
	Bi-Weekly	1,436.40	1,466.50	1,497.30	1,533.00	1,572.20	1,682.10
	Annual	37,346.40	38,129.00	38,929.80	39,858.00	40,877.20	43,734.60

LX-20	Hourly	23.23	23.95	24.71	25.50	26.32	28.13
	Bi-Weekly	1,626.10	1,676.50	1,729.70	1,785.00	1,842.40	1,969.10
	Annual	42,278.60	43,589.00	44,972.20	46,410.00	47,902.40	51,196.60
LX-21	Hourly	23.24	24.10	25.02	25.96	26.94	28.94
	Bi-Weekly	1,626.80	1,687.00	1,751.40	1,817.20	1,885.80	2,025.80
	Annual	42,296.80	43,862.00	45,536.40	47,247.20	49,030.80	52,670.80
LX-22	Hourly	23.99	24.88	25.83	26.81	27.82	29.89
	Bi-Weekly	1,679.30	1,741.60	1,808.10	1,876.70	1,947.40	2,092.30
	Annual	43,661.80	45,281.60	47,010.60	48,794.20	50,632.40	54,399.80
LX-23	Hourly	24.78	25.72	26.69	27.72	28.75	30.92
	Bi-Weekly	1,734.60	1,800.40	1,868.30	1,940.40	2,012.50	2,164.40
	Annual	45,099.60	46,810.40	48,575.80	50,450.40	52,325.00	56,274.40
LX-24	Hourly	25.31	26.21	27.19	28.19	29.26	31.65
	Bi-Weekly	1,771.70	1,834.70	1,903.30	1,973.30	2,048.20	2,215.50
	Annual	46,064.20	47,702.20	49,485.80	51,305.80	53,253.20	57,603.00
LX-25	Hourly	26.49	27.50	28.56	29.62	30.78	33.06
	Bi-Weekly	1,854.30	1,925.00	1,999.20	2,073.40	2,154.60	2,314.20
	Annual	48,211.80	50,050.00	51,979.20	53,908.40	56,019.60	60,169.20
LX-26	Hourly	27.50	28.53	29.60	30.76	31.94	34.59
	Bi-Weekly	1,925.00	1,997.10	2,072.00	2,153.20	2,235.80	2,421.30
	Annual	50,050.00	51,924.60	53,872.00	55,983.20	58,130.80	62,953.80
LX-27	Hourly	28.56	29.62	30.78	31.94	33.17	35.70
	Bi-Weekly	1,999.20	2,073.40	2,154.60	2,235.80	2,321.90	2,499.00
	Annual	51,979.20	53,908.40	56,019.60	58,130.80	60,369.40	64,974.00
LX-28	Hourly	29.73	30.85	32.04	33.30	34.65	37.60
	Bi-Weekly	2,081.10	2,159.50	2,242.80	2,331.00	2,425.50	2,632.00
	Annual	54,108.60	56,147.00	58,312.80	60,606.00	63,063.00	68,432.00
LX-29	Hourly	30.56	31.72	32.94	34.62	36.01	38.75
	Bi-Weekly	2,139.20	2,220.40	2,305.80	2,423.40	2,520.70	2,712.50
	Annual	55,619.20	57,730.40	59,950.80	63,008.40	65,538.20	70,525.00
LX-30	Hourly	31.48	32.69	33.98	35.40	36.87	39.63
	Bi-Weekly	2,203.60	2,288.30	2,378.60	2,478.00	2,580.90	2,774.10
	Annual	57,293.60	59,495.80	61,843.60	64,428.00	67,103.40	72,126.60

LX-31	Hourly	32.84	34.10	35.46	36.88	38.35	41.29
	Bi-Weekly	2,298.80	2,387.00	2,482.20	2,581.60	2,684.50	2,890.30
	Annual	59,768.80	62,062.00	64,537.20	67,121.60	69,797.00	75,147.80
LX-32	Hourly	33.86	35.27	36.75	38.33	39.97	42.95
	Bi-Weekly	2,370.20	2,468.90	2,572.50	2,683.10	2,797.90	3,006.50
	Annual	61,625.20	64,191.40	66,885.00	69,760.60	72,745.40	78,169.00
LX-33	Hourly	35.22	36.63	38.09	39.59	41.18	44.33
	Bi-Weekly	2,465.40	2,564.10	2,666.30	2,771.30	2,882.60	3,103.10
	Annual	64,100.40	66,666.60	69,323.80	72,053.80	74,947.60	80,680.60
LX-34	Hourly	36.54	38.06	39.68	41.27	43.13	46.37
	Bi-Weekly	2,557.80	2,664.20	2,777.60	2,888.90	3,019.10	3,245.90
	Annual	66,502.80	69,269.20	72,217.60	75,111.40	78,496.60	84,393.40
LX-35	Hourly	37.99	39.51	41.09	42.71	44.42	47.83
	Bi-Weekly	2,659.30	2,765.70	2,876.30	2,989.70	3,109.40	3,348.10
	Annual	69,141.80	71,908.20	74,783.80	77,732.20	80,844.40	87,050.60
LX-36	Hourly	39.68	41.34	43.13	45.00	46.94	50.49
	Bi-Weekly	2,777.60	2,893.80	3,019.10	3,150.00	3,285.80	3,534.30
	Annual	72,217.60	75,238.80	78,496.60	81,900.00	85,430.80	91,891.80
LX-37	Hourly	41.26	42.90	44.62	46.39	48.25	51.95
	Bi-Weekly	2,888.20	3,003.00	3,123.40	3,247.30	3,377.50	3,636.50
	Annual	75,093.20	78,078.00	81,208.40	84,429.80	87,815.00	94,549.00
LX-38	Hourly	42.90	44.62	46.39	48.25	50.18	54.03
	Bi-Weekly	3,003.00	3,123.40	3,247.30	3,377.50	3,512.60	3,782.10
	Annual	78,078.00	81,208.40	84,429.80	87,815.00	91,327.60	98,334.60
LX-39	Hourly	44.61	46.39	48.25	50.20	52.19	56.19
	Bi-Weekly	3,122.70	3,247.30	3,377.50	3,514.00	3,653.30	3,933.30
	Annual	81,190.20	84,429.80	87,815.00	91,364.00	94,985.80	102,265.80
LX-40	Hourly	46.39	48.26	50.20	52.19	54.27	58.43
	Bi-Weekly	3,247.30	3,378.20	3,514.00	3,653.30	3,798.90	4,090.10
	Annual	84,429.80	87,833.20	91,364.00	94,985.80	98,771.40	106,342.60

Effective April 1, 2018

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
LX-10	Hourly	18.34	18.56	18.82	19.04	19.30	20.26
	Bi-Weekly	1,283.80	1,299.20	1,317.40	1,332.80	1,351.00	1,418.20
	Annual	33,378.80	33,779.20	34,252.40	34,652.80	35,126.00	36,873.20
LX-11	Hourly	18.56	18.82	19.04	19.30	19.57	20.52
	Bi-Weekly	1,299.20	1,317.40	1,332.80	1,351.00	1,369.90	1,436.40
	Annual	33,779.20	34,252.40	34,652.80	35,126.00	35,617.40	37,346.40
LX-12	Hourly	18.82	19.11	19.42	19.76	20.09	21.28
	Bi-Weekly	1,317.40	1,337.70	1,359.40	1,383.20	1,406.30	1,489.60
	Annual	34,252.40	34,780.20	35,344.40	35,963.20	36,563.80	38,729.60
LX-13	Hourly	19.04	19.34	19.63	19.96	20.28	21.33
	Bi-Weekly	1,332.80	1,353.80	1,374.10	1,397.20	1,419.60	1,493.10
	Annual	34,652.80	35,198.80	35,726.60	36,327.20	36,909.60	38,820.60
LX-14	Hourly	19.30	19.57	19.83	20.10	20.38	21.37
	Bi-Weekly	1,351.00	1,369.90	1,388.10	1,407.00	1,426.60	1,495.90
	Annual	35,126.00	35,617.40	36,090.60	36,582.00	37,091.60	38,893.40
LX-15	Hourly	19.36	19.68	20.04	20.40	20.79	22.09
	Bi-Weekly	1,355.20	1,377.60	1,402.80	1,428.00	1,455.30	1,546.30
	Annual	35,235.20	35,817.60	36,472.80	37,128.00	37,837.80	40,203.80
LX-16	Hourly	19.54	19.89	20.25	20.61	21.05	22.41
	Bi-Weekly	1,367.80	1,392.30	1,417.50	1,442.70	1,473.50	1,568.70
	Annual	35,562.80	36,199.80	36,855.00	37,510.20	38,311.00	40,786.20
LX-17	Hourly	19.84	20.23	20.56	21.00	21.49	22.87
	Bi-Weekly	1,388.80	1,416.10	1,439.20	1,470.00	1,504.30	1,600.90
	Annual	36,108.80	36,818.60	37,419.20	38,220.00	39,111.80	41,623.40
LX-18	Hourly	20.13	20.49	20.93	21.37	21.88	23.34
	Bi-Weekly	1,409.10	1,434.30	1,465.10	1,495.90	1,531.60	1,633.80
	Annual	36,636.60	37,291.80	38,092.60	38,893.40	39,821.60	42,478.80
LX-19	Hourly	20.52	20.95	21.39	21.90	22.46	24.03
	Bi-Weekly	1,436.40	1,466.50	1,497.30	1,533.00	1,572.20	1,682.10
	Annual	37,346.40	38,129.00	38,929.80	39,858.00	40,877.20	43,734.60

LX-20	Hourly	23.23	23.95	24.71	25.50	26.32	28.13
	Bi-Weekly	1,626.10	1,676.50	1,729.70	1,785.00	1,842.40	1,969.10
	Annual	42,278.60	43,589.00	44,972.20	46,410.00	47,902.40	51,196.60
LX-21	Hourly	23.24	24.10	25.02	25.96	26.94	28.94
	Bi-Weekly	1,626.80	1,687.00	1,751.40	1,817.20	1,885.80	2,025.80
	Annual	42,296.80	43,862.00	45,536.40	47,247.20	49,030.80	52,670.80
LX-22	Hourly	23.99	24.88	25.83	26.81	27.82	29.89
	Bi-Weekly	1,679.30	1,741.60	1,808.10	1,876.70	1,947.40	2,092.30
	Annual	43,661.80	45,281.60	47,010.60	48,794.20	50,632.40	54,399.80
LX-23	Hourly	24.78	25.72	26.69	27.72	28.75	30.92
	Bi-Weekly	1,734.60	1,800.40	1,868.30	1,940.40	2,012.50	2,164.40
	Annual	45,099.60	46,810.40	48,575.80	50,450.40	52,325.00	56,274.40
LX-24	Hourly	25.31	26.21	27.19	28.19	29.26	31.65
	Bi-Weekly	1,771.70	1,834.70	1,903.30	1,973.30	2,048.20	2,215.50
	Annual	46,064.20	47,702.20	49,485.80	51,305.80	53,253.20	57,603.00
LX-25	Hourly	26.49	27.50	28.56	29.62	30.78	33.06
	Bi-Weekly	1,854.30	1,925.00	1,999.20	2,073.40	2,154.60	2,314.20
	Annual	48,211.80	50,050.00	51,979.20	53,908.40	56,019.60	60,169.20
LX-26	Hourly	27.50	28.53	29.60	30.76	31.94	34.59
	Bi-Weekly	1,925.00	1,997.10	2,072.00	2,153.20	2,235.80	2,421.30
	Annual	50,050.00	51,924.60	53,872.00	55,983.20	58,130.80	62,953.80
LX-27	Hourly	28.56	29.62	30.78	31.94	33.17	35.70
	Bi-Weekly	1,999.20	2,073.40	2,154.60	2,235.80	2,321.90	2,499.00
	Annual	51,979.20	53,908.40	56,019.60	58,130.80	60,369.40	64,974.00
LX-28	Hourly	29.73	30.85	32.04	33.30	34.65	37.60
	Bi-Weekly	2,081.10	2,159.50	2,242.80	2,331.00	2,425.50	2,632.00
	Annual	54,108.60	56,147.00	58,312.80	60,606.00	63,063.00	68,432.00
LX-29	Hourly	30.56	31.72	32.94	34.62	36.01	38.75
	Bi-Weekly	2,139.20	2,220.40	2,305.80	2,423.40	2,520.70	2,712.50
	Annual	55,619.20	57,730.40	59,950.80	63,008.40	65,538.20	70,525.00
LX-30	Hourly	31.48	32.69	33.98	35.40	36.87	39.63
	Bi-Weekly	2,203.60	2,288.30	2,378.60	2,478.00	2,580.90	2,774.10
	Annual	57,293.60	59,495.80	61,843.60	64,428.00	67,103.40	72,126.60

LX-31	Hourly	32.84	34.10	35.46	36.88	38.35	41.29
	Bi-Weekly	2,298.80	2,387.00	2,482.20	2,581.60	2,684.50	2,890.30
	Annual	59,768.80	62,062.00	64,537.20	67,121.60	69,797.00	75,147.80
LX-32	Hourly	33.86	35.27	36.75	38.33	39.97	42.95
	Bi-Weekly	2,370.20	2,468.90	2,572.50	2,683.10	2,797.90	3,006.50
	Annual	61,625.20	64,191.40	66,885.00	69,760.60	72,745.40	78,169.00
LX-33	Hourly	35.22	36.63	38.09	39.59	41.18	44.33
	Bi-Weekly	2,465.40	2,564.10	2,666.30	2,771.30	2,882.60	3,103.10
	Annual	64,100.40	66,666.60	69,323.80	72,053.80	74,947.60	80,680.60
LX-34	Hourly	36.54	38.06	39.68	41.27	43.13	46.37
	Bi-Weekly	2,557.80	2,664.20	2,777.60	2,888.90	3,019.10	3,245.90
	Annual	66,502.80	69,269.20	72,217.60	75,111.40	78,496.60	84,393.40
LX-35	Hourly	37.99	39.51	41.09	42.71	44.42	47.83
	Bi-Weekly	2,659.30	2,765.70	2,876.30	2,989.70	3,109.40	3,348.10
	Annual	69,141.80	71,908.20	74,783.80	77,732.20	80,844.40	87,050.60
LX-36	Hourly	39.68	41.34	43.13	45.00	46.94	50.49
	Bi-Weekly	2,777.60	2,893.80	3,019.10	3,150.00	3,285.80	3,534.30
	Annual	72,217.60	75,238.80	78,496.60	81,900.00	85,430.80	91,891.80
LX-37	Hourly	41.26	42.90	44.62	46.39	48.25	51.95
	Bi-Weekly	2,888.20	3,003.00	3,123.40	3,247.30	3,377.50	3,636.50
	Annual	75,093.20	78,078.00	81,208.40	84,429.80	87,815.00	94,549.00
LX-38	Hourly	42.90	44.62	46.39	48.25	50.18	54.03
	Bi-Weekly	3,003.00	3,123.40	3,247.30	3,377.50	3,512.60	3,782.10
	Annual	78,078.00	81,208.40	84,429.80	87,815.00	91,327.60	98,334.60
LX-39	Hourly	44.61	46.39	48.25	50.20	52.19	56.19
	Bi-Weekly	3,122.70	3,247.30	3,377.50	3,514.00	3,653.30	3,933.30
	Annual	81,190.20	84,429.80	87,815.00	91,364.00	94,985.80	102,265.80
LX-40	Hourly	46.39	48.26	50.20	52.19	54.27	58.43
	Bi-Weekly	3,247.30	3,378.20	3,514.00	3,653.30	3,798.90	4,090.10
	Annual	84,429.80	87,833.20	91,364.00	94,985.80	98,771.40	106,342.60

Effective April 1, 2019

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
LX-10	Hourly	18.34	18.56	18.82	19.04	19.30	20.26
	Bi-Weekly	1,283.80	1,299.20	1,317.40	1,332.80	1,351.00	1,418.20
	Annual	33,378.80	33,779.20	34,252.40	34,652.80	35,126.00	36,873.20
LX-11	Hourly	18.56	18.82	19.04	19.30	19.57	20.52
	Bi-Weekly	1,299.20	1,317.40	1,332.80	1,351.00	1,369.90	1,436.40
	Annual	33,779.20	34,252.40	34,652.80	35,126.00	35,617.40	37,346.40
LX-12	Hourly	18.82	19.11	19.42	19.76	20.09	21.28
	Bi-Weekly	1,317.40	1,337.70	1,359.40	1,383.20	1,406.30	1,489.60
	Annual	34,252.40	34,780.20	35,344.40	35,963.20	36,563.80	38,729.60
LX-13	Hourly	19.04	19.34	19.63	19.96	20.28	21.33
	Bi-Weekly	1,332.80	1,353.80	1,374.10	1,397.20	1,419.60	1,493.10
	Annual	34,652.80	35,198.80	35,726.60	36,327.20	36,909.60	38,820.60
LX-14	Hourly	19.30	19.57	19.83	20.10	20.38	21.37
	Bi-Weekly	1,351.00	1,369.90	1,388.10	1,407.00	1,426.60	1,495.90
	Annual	35,126.00	35,617.40	36,090.60	36,582.00	37,091.60	38,893.40
LX-15	Hourly	19.36	19.68	20.04	20.40	20.79	22.09
	Bi-Weekly	1,355.20	1,377.60	1,402.80	1,428.00	1,455.30	1,546.30
	Annual	35,235.20	35,817.60	36,472.80	37,128.00	37,837.80	40,203.80
LX-16	Hourly	19.54	19.89	20.25	20.61	21.05	22.41
	Bi-Weekly	1,367.80	1,392.30	1,417.50	1,442.70	1,473.50	1,568.70
	Annual	35,562.80	36,199.80	36,855.00	37,510.20	38,311.00	40,786.20
LX-17	Hourly	19.84	20.23	20.56	21.00	21.49	22.87
	Bi-Weekly	1,388.80	1,416.10	1,439.20	1,470.00	1,504.30	1,600.90
	Annual	36,108.80	36,818.60	37,419.20	38,220.00	39,111.80	41,623.40
LX-18	Hourly	20.13	20.49	20.93	21.37	21.88	23.34
	Bi-Weekly	1,409.10	1,434.30	1,465.10	1,495.90	1,531.60	1,633.80
	Annual	36,636.60	37,291.80	38,092.60	38,893.40	39,821.60	42,478.80
LX-19	Hourly	20.52	20.95	21.39	21.90	22.46	24.03
	Bi-Weekly	1,436.40	1,466.50	1,497.30	1,533.00	1,572.20	1,682.10
	Annual	37,346.40	38,129.00	38,929.80	39,858.00	40,877.20	43,734.60

LX-20	Hourly	23.23	23.95	24.71	25.50	26.32	28.13
	Bi-Weekly	1,626.10	1,676.50	1,729.70	1,785.00	1,842.40	1,969.10
	Annual	42,278.60	43,589.00	44,972.20	46,410.00	47,902.40	51,196.60
LX-21	Hourly	23.24	24.10	25.02	25.96	26.94	28.94
	Bi-Weekly	1,626.80	1,687.00	1,751.40	1,817.20	1,885.80	2,025.80
	Annual	42,296.80	43,862.00	45,536.40	47,247.20	49,030.80	52,670.80
LX-22	Hourly	23.99	24.88	25.83	26.81	27.82	29.89
	Bi-Weekly	1,679.30	1,741.60	1,808.10	1,876.70	1,947.40	2,092.30
	Annual	43,661.80	45,281.60	47,010.60	48,794.20	50,632.40	54,399.80
LX-23	Hourly	24.78	25.72	26.69	27.72	28.75	30.92
	Bi-Weekly	1,734.60	1,800.40	1,868.30	1,940.40	2,012.50	2,164.40
	Annual	45,099.60	46,810.40	48,575.80	50,450.40	52,325.00	56,274.40
LX-24	Hourly	25.31	26.21	27.19	28.19	29.26	31.65
	Bi-Weekly	1,771.70	1,834.70	1,903.30	1,973.30	2,048.20	2,215.50
	Annual	46,064.20	47,702.20	49,485.80	51,305.80	53,253.20	57,603.00
LX-25	Hourly	26.49	27.50	28.56	29.62	30.78	33.06
	Bi-Weekly	1,854.30	1,925.00	1,999.20	2,073.40	2,154.60	2,314.20
	Annual	48,211.80	50,050.00	51,979.20	53,908.40	56,019.60	60,169.20
LX-26	Hourly	27.50	28.53	29.60	30.76	31.94	34.59
	Bi-Weekly	1,925.00	1,997.10	2,072.00	2,153.20	2,235.80	2,421.30
	Annual	50,050.00	51,924.60	53,872.00	55,983.20	58,130.80	62,953.80
LX-27	Hourly	28.56	29.62	30.78	31.94	33.17	35.70
	Bi-Weekly	1,999.20	2,073.40	2,154.60	2,235.80	2,321.90	2,499.00
	Annual	51,979.20	53,908.40	56,019.60	58,130.80	60,369.40	64,974.00
LX-28	Hourly	29.73	30.85	32.04	33.30	34.65	37.60
	Bi-Weekly	2,081.10	2,159.50	2,242.80	2,331.00	2,425.50	2,632.00
	Annual	54,108.60	56,147.00	58,312.80	60,606.00	63,063.00	68,432.00
LX-29	Hourly	30.56	31.72	32.94	34.62	36.01	38.75
	Bi-Weekly	2,139.20	2,220.40	2,305.80	2,423.40	2,520.70	2,712.50
	Annual	55,619.20	57,730.40	59,950.80	63,008.40	65,538.20	70,525.00
LX-30	Hourly	31.48	32.69	33.98	35.40	36.87	39.63
	Bi-Weekly	2,203.60	2,288.30	2,378.60	2,478.00	2,580.90	2,774.10
	Annual	57,293.60	59,495.80	61,843.60	64,428.00	67,103.40	72,126.60

LX-31	Hourly	32.84	34.10	35.46	36.88	38.35	41.29
	Bi-Weekly	2,298.80	2,387.00	2,482.20	2,581.60	2,684.50	2,890.30
	Annual	59,768.80	62,062.00	64,537.20	67,121.60	69,797.00	75,147.80
LX-32	Hourly	33.86	35.27	36.75	38.33	39.97	42.95
	Bi-Weekly	2,370.20	2,468.90	2,572.50	2,683.10	2,797.90	3,006.50
	Annual	61,625.20	64,191.40	66,885.00	69,760.60	72,745.40	78,169.00
LX-33	Hourly	35.22	36.63	38.09	39.59	41.18	44.33
	Bi-Weekly	2,465.40	2,564.10	2,666.30	2,771.30	2,882.60	3,103.10
	Annual	64,100.40	66,666.60	69,323.80	72,053.80	74,947.60	80,680.60
LX-34	Hourly	36.54	38.06	39.68	41.27	43.13	46.37
	Bi-Weekly	2,557.80	2,664.20	2,777.60	2,888.90	3,019.10	3,245.90
	Annual	66,502.80	69,269.20	72,217.60	75,111.40	78,496.60	84,393.40
LX-35	Hourly	37.99	39.51	41.09	42.71	44.42	47.83
	Bi-Weekly	2,659.30	2,765.70	2,876.30	2,989.70	3,109.40	3,348.10
	Annual	69,141.80	71,908.20	74,783.80	77,732.20	80,844.40	87,050.60
LX-36	Hourly	39.68	41.34	43.13	45.00	46.94	50.49
	Bi-Weekly	2,777.60	2,893.80	3,019.10	3,150.00	3,285.80	3,534.30
	Annual	72,217.60	75,238.80	78,496.60	81,900.00	85,430.80	91,891.80
LX-37	Hourly	41.26	42.90	44.62	46.39	48.25	51.95
	Bi-Weekly	2,888.20	3,003.00	3,123.40	3,247.30	3,377.50	3,636.50
	Annual	75,093.20	78,078.00	81,208.40	84,429.80	87,815.00	94,549.00
LX-38	Hourly	42.90	44.62	46.39	48.25	50.18	54.03
	Bi-Weekly	3,003.00	3,123.40	3,247.30	3,377.50	3,512.60	3,782.10
	Annual	78,078.00	81,208.40	84,429.80	87,815.00	91,327.60	98,334.60
LX-39	Hourly	44.61	46.39	48.25	50.20	52.19	56.19
	Bi-Weekly	3,122.70	3,247.30	3,377.50	3,514.00	3,653.30	3,933.30
	Annual	81,190.20	84,429.80	87,815.00	91,364.00	94,985.80	102,265.80
LX-40	Hourly	46.39	48.26	50.20	52.19	54.27	58.43
	Bi-Weekly	3,247.30	3,378.20	3,514.00	3,653.30	3,798.90	4,090.10
	Annual	84,429.80	87,833.20	91,364.00	94,985.80	98,771.40	106,342.60

***SCHEDULE B**

THE CLASSIFICATION REVIEW AND APPEAL PROCESS

A. Definitions

1. "Appeal" means a request by an employee to the Classification Appeal Adjudicator to review specific factor allocations determined by the Classification & Organizational Design Division that 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 C**EMPLOYERS COVERED BY THIS AGREEMENT**

- (a) Eastern Regional Health Authority
Western Regional health Authority
Labrador-Grenfell Regional Health Authority
Central Regional Health Authority
- (b) All Government of Newfoundland and Labrador operated Hospitals, Institutions and other allied Institutions (represented herein by Treasury Board). If a hospital presently operated by Government of Newfoundland and Labrador (Treasury Board) changes its management or operators, it shall be bound by this agreement the same as if it were specifically listed in Schedule C.

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 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 pharmacists 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**



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."

	LABRADOR ALLOWANCE		
	DATE	SINGLE	DEPENDENT
GROUP 1	1-Apr-13	2825	5650
	1-Apr-14	2853	5707
	1-Apr-15	2939	5878
GROUP 2	1-Apr-13	3270	6530
	1-Apr-14	3303	6595
	1-Apr-15	3402	6793
GROUP 3	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 15th at the rate in effect on April 15th of the year in which the allowance is to be paid.

	TRAVEL ALLOWANCE		
	DATE	EMPLOYEE	DEPENDENT
GROUP 1	1-Apr-13	875	675
	1-Apr-14	884	682
	1-Apr-15	911	702
GROUP 2	1-Apr-13	925	725
	1-Apr-14	934	732
	1-Apr-15	962	754
GROUP 3	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 31st of each year.
- (b) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 4.2 (a) based on 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:

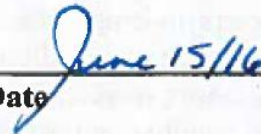
If a dependent reaches 18 years of age on January 1, 2011 and is no longer enrolled as a full time student in a post secondary institution, they would be eligible for the travel benefit payable April 15, 2011.

Bert Blundon
On behalf of the Unions



Sarah Anthony
On Behalf of the Employers

Date



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

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

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




Witness



President of Treasury Board

SIGNED on behalf of the College of the North Atlantic



Witness

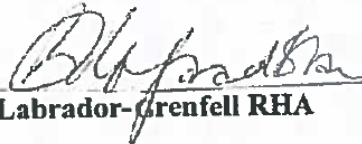


College of the North Atlantic

SIGNED on behalf of Labrador-Grenfell Regional Health Authority



Witness



Labrador-Grenfell RHA

SIGNED on behalf of the Newfoundland and Labrador Housing Corporation



Witness



NLHC

SIGNED on behalf of the Newfoundland and Labrador School Boards' Association



Witness



NLSBA

SIGNED on behalf of the Newfoundland Liquor Corporation

Christine Inglis
Witness

Stephen R. Winter
Newfoundland Liquor Corporation

SIGNED on behalf of the Municipal Assessment Agency

Judy Leschard
Witness

[Signature]
Municipal Assessment Agency

SIGNED on behalf of the Canadian Union of Public Employees

Bernadette Polard
Witness

Brian Farewell
CUPE

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

[Signature]
Witness

Debbie Toward
RNUNL

SIGNED on the Newfoundland and Labrador Teachers' Association

[Signature]
Witness

James [Signature]
NLTA

SIGNED on behalf of the Royal Newfoundland Constabulary Association

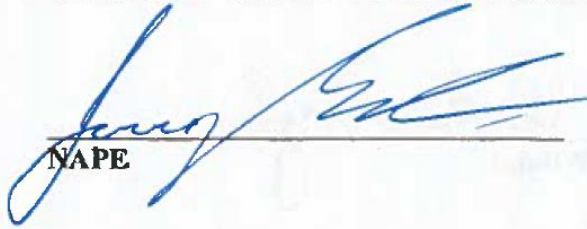
[Signature]
Witness

[Signature]
RNCA

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



Witness



NAPE

SCHEDULE F**NO. OF WEEKS OF PAY IN LIEU OF NOTICE****AGE (YEARS)**

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

SCHEDULE G

TRANSITION AGREEMENTS

The parties recognize that the following transition agreements have been negotiated and will form part of the collective agreement:

TRANSITION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND
(represented herein by the Treasury Board)

AND

THE NEWFOUNDLAND AND LABRADOR HEALTH BOARDS ASSOCIATION
REPRESENTING THE EASTERN REGIONAL INTEGRATED HEALTH AUTHORITY
(herein after referred to as the Employer)

AND

THE NEWFOUNDLAND AND LABRADOR
ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES
(herein after referred to as the Association)

LABORATORY AND X-RAY

Signed: February 24, 2009

This agreement made this 24th day of February, two thousand and nine between Eastern Regional Integrated Health Authority (hereinafter called "the Employer" or "Eastern Health") and Newfoundland and Labrador Association of Public and Private Employees (hereinafter called "the Union") in accordance with Article 40.01 of the NAPE Laboratory and X-Ray Collective Agreement made effective between the parties to that Agreement on 4 May 2004, hereinafter referred to as the Collective Agreement. This Agreement governs all members of the NAPE-LX bargaining group who are employees Eastern Health and is effective as of April 1, 2009.

It is further recognized that effective the date that this Transition Agreement comes into effect, the three transition agreements and their associated letters of understanding and or letters of intent with each of the Employer's Legacy Organizations, as outlined below will be repealed and replaced with this transition agreement:

- Transition Agreement between Avalon Health Care Institutions Board and The Newfoundland Association of Public Employees Laboratory and X-Ray, dated May 6, 1998.
- Transition Agreement between The Health Care Corporation of St. John's and The Newfoundland Association of Public Employees Laboratory and X-Ray, dated June 19, 1996, including a letter of understanding (employees working at more than one (1) site) and letters of intent (corporate-wide temporary recall list and red-circling provision for Waterford Hospital employees), signed June 19, 1996.
- Transition Agreement between Peninsulas Health Care Corporation and The Newfoundland Association of Public Employees Laboratory and X-Ray, dated May 1, 1997.

It is understood by the parties that only language within this Transition Agreement may alter the current Collective Agreement.

1) Bargaining Unit Structure

- a) As per the Labour Relations Board Order, dated May 7, 2008 it was determined to be appropriate to merge all LX bargaining units of employees of the Employer as listed below into one bargaining unit of employees and that the seniority list of NAPE LX employees in the merged bargaining unit will be dovetailed into a single seniority list:
 - Avalon Health Care Institutions Board
 - Eastern Regional Health and Community Services Board
 - Health Care Corporation of St. John's
 - Newfoundland Cancer Treatment and Research Foundation
 - Peninsulas Health Care Corporation
 - St. John's Regional Health and Community Services Board
- b) The reference throughout the Collective Agreement to bargaining units refers to employees who are LX members as defined by the Collective Agreement and who work in one of the following sites operated by the employer as one single bargaining unit:
 - Dr. Leonard A. Miller Centre, St. John's (including the Public Health Laboratories)
 - Dr. Walter Templeman Health Care Centre, Bell Island
 - Health Sciences Centre including General Hospital and the Janeway Child Health and Rehabilitation Centre, St. John's
 - Newfoundland and Labrador Cancer Treatment and Research Foundation

- St. Clare's Mercy Hospital, St. John's
- Waterford Hospital, St. John's
- Carbonear General Hospital
- Dr. A.A. Wilkinson Memorial Health Centre
- Dr. W.H. Newhook Community Health Centre
- Placentia Health Centre
- Grand Bank Community Health Centre
- Blue Crest Nursing Home
- U.S. Memorial Health Centre
- Burin Peninsula Health Care Centre
- Dr. G. B. Cross Memorial Hospital
- Bonavista Peninsula Community Health Centre
- Health and Community Services Offices located in the communities of St. John's, Mount Pearl, Witless Bay, Conception Bay South, Portugal Cove, Bell Island, Torbay, Ferryland, Trepassey, Bay Roberts, Harbour Grace, Carbonear, Holyrood, St. Joseph's, St. Mary's, Mount Carmel, St. Bride's, Clarendville, Come-by-Chance, Heart's Delight, Old Perlican, Placentia, Whitbourne, Norman's Cove, Bonavista, Trinity, Lethbridge, Burin, Grand Bank, St. Bernard's, and St. Lawrence and/or such other offices as may come into existence during the life of this agreement.

c) The seniority lists of permanent and temporary NAPE-LX employees at all sites, within this Employer, will merge April 1, 2009. The temporary seniority lists will be program-based, i.e. Laboratory and Diagnostic Imaging by geographic area, as defined in 11 (a) of this Transition Agreement. Seniority lists will be merged recognizing the following principles:

- i.* Employees whose names appear on more than one existing seniority list may combine their seniority providing that no employee will be credited with more than equivalent full time hours (1820) in any calendar year.
- ii.* Employees who resigned from a permanent or temporary position at any of the sites identified in 1 b) above since April 1, 2005 to take a permanent or temporary position at another site identified in 1 b) and who forfeited seniority as a result of that resignation shall be credited with their forfeited seniority, provided they commenced their new permanent or temporary position within one hundred and twenty (120) days of resignation. Employees who dropped a Step(s) on the salary scale by reason of such resignation(s) shall have their former step reinstated with full retroactivity.

The parties agree that within two (2) months of the date of signing of this Transition Agreement, the Employer and the Union will review grievances related to these issues and where the only issue was the loss of seniority which is being reinstated by this agreement, the grievance(s) shall be withdrawn.

d) Where two (2) or more employees have the same seniority and a situation develops where it needs to be broken, a one time random draw between the affected individuals shall take place. A Union

representative, together with the individuals whose names are in the hat, or their designates, are entitled to be present with management when the draw takes place.

- e) Employees will have 30 days from the date the merged seniority list is posted to submit a protest in writing to the Human Resources Department outlining the specific reason why they feel their seniority to be incorrect. The Human Resources Department will have ninety (90) days from the date the request was received to provide the employee with a written response outlining the outcome of their seniority protest and the detail of what adjustments, if any, were required. A copy of the response will be copied to the employees' personal file.

Subject to the mutual agreement to the contrary, where displacement or staff changes has occurred, it will not be altered due to the discovery of errors not brought to the attention of the Employer during the protest period.

- f) As of April 1, 2005, the employees of the above referenced facilities and sites were transferred to the new Board. The Board recognized the service of each of the employees as it was recognized by the previous Employer prior to the new Board assuming governance.

2) Staff Changes

- a) All employees will be assigned a primary site of work. It is recognized that certain permanent employees may be required to have region-wide responsibilities. Vacancies and/or future new positions identified as having region-wide responsibilities will be posted with this requirement noted on the posting.
- b) Based on extra ordinary circumstances, it may be necessary to require a permanent employee to work at a site/community other than their primary site within their geographic area as defined in 11 a). The Employer will endeavour to give a forty-eight (48) hour notice period of this requirement.
- c) When a permanent change in services offered by the Employer may result in the layoff or displacement of staff, the Employer and the Union shall meet to discuss these changes. The purpose of this meeting is to discuss the extent and implications of the change, how the change will take place, review the current seniority list and to discuss other relevant factors including whether the changes can be implemented under the provisions outlined in this agreement or whether, with the consent of the parties, a supplemental agreement will be required.

3) Transfer of Services

- a) It is recognized that the Employer reserves the right to transfer employees between sites as a result of service transfers.
- b) Eastern Health reserves the right to transfer staff on the basis of seniority as the result of service transfers, subject to the following:
 - i) Transfers within an Employee's Geographic Area

- (1) Eastern Health reserves the right to transfer staff on the basis of seniority as the result of service transfers within the employees geographic areas as defined in 11 a).
- (2) Employees who are transferred shall retain seniority, service and other recognized earned and portable benefits.
- (3) Where there is an associated downsizing of positions in a service within the employees geographic area as defined 11 a) the Employer will offer employees, on the basis of seniority, the choice of transferring with the service or accessing lay off/displacement. If there are not enough employees interested in transferring with a service, the Employer reserves the right to transfer the most junior employees.

ii) Transfer Outside the Employee's Geographic Area

1. If there is a transfer of service outside an employee's geographic area the Employer will offer employees on the basis of seniority, the choice of transferring with the service or accessing layoff/displacement.
2. Employees who do not transfer with the service and displace into a lower paying position shall be "red circled". This will occur only when there are no equivalent classifications available within the employees geographic region as defined in 11 a).

iii) Temporary employees affected by a transfer of service will be dealt with in accordance with Article 4 (x) of this Transition Agreement.

4) Layoff/Displacement and Recall

a) Layoff and Displacement

- i)** As per Article 30.01(c) of the Collective Agreement, temporary employees shall be deemed to be junior to permanent employees.
- ii)** Prior to a layoff being issued, the Employer will meet with the affected employees and provide them with a list of vacant positions, which have been reviewed with the Union Local and meet the following criteria:
 1. the vacancy is at the same or lower classification level,
 2. the employee is qualified to perform the work required,
 3. the employees' hours of work are not changed unless mutually agreed.

The employee may choose to accept a vacant position and shall notify the Employer of their decision within seventy-two (72) hours of receiving the listing.

iii) In the event the employee does not accept a vacant position and notwithstanding Article 30.01(a) of the Collective Agreement a permanent employee whose position is affected by the

Employer's decision to lay off or reduce their hours of work shall have the right to either accept layoff or to displace in either of the following:

1. the most junior permanent employee in the same classification in their division as defined in 11 b) within their site;
2. the most junior permanent employee in the same classification in their site;
3. the most junior permanent employee in the same classification in their division as defined in 11 b) within their geographic area as defined in 11 a);
4. the most junior permanent employee in the same classification in their geographic area as defined in 11 a).

iv) In the event the employee has no permanent options as per 4 iii of this Transition Agreement, the most junior permanent employee would have the option to displace either of the following:

1. the most junior permanent in a higher or lower classification in their division as defined in 11b) within their site;
2. the most junior permanent employee in a higher or lower classification in their site;
3. the most junior permanent employee in a higher or lower classification in their division as defined in 11b) in their geographic area;
4. the most junior permanent employee in a higher or lower classification in their geographic area;
5. the most junior permanent employee in a higher, same or lower classification in their division as defined in 11 b) within Eastern Health;
6. the most junior permanent employee in a higher, same or lower classification in Eastern Health.

v) If no permanent option exists as per 4 iii and iv) of this Transition Agreement, the most junior permanent employee may choose to displace either of the following:

1. the most junior temporary employee in the same classification in their division as defined in 11b) within their site;
2. the most junior temporary employee in the same classification in their site;
3. the most junior temporary employee in the same classification in their division as defined in 11 b) within their geographic area as defined in 11(a);
4. the most junior temporary employee in the same classification in their geographic area as defined in 11 a).

vi) In the event the employee has no temporary options as per 4 v) of this Transition Agreement, the most junior permanent employee would have the option to displace either of the following:

1. the most junior temporary employee in a higher or lower classification in their division as defined in 11b) within their site;
2. the most junior temporary employee in a higher or lower classification in their site;
3. the most junior temporary employee in a higher or lower classification in their division as defined in 11b) in their geographic area;
4. the most junior temporary employee in a higher or lower classification in their geographic area;

5. the most junior temporary employee in a higher, same or lower classification in their division as defined in 11 b) within Eastern Health;
6. the most junior temporary employee in a higher, same or lower classification in Eastern Health.

vii) All displacements under Article 4 of this Transition Agreement shall be in accordance with Article 28.06(b) of the Collective Agreement provided that the employee is qualified to perform the work required, provided their hours of work are not changed unless mutually agreed and provided the most junior employee is less senior.

viii) An employee displaced into a lower paying position shall be "red circled". This will occur only when there are no equivalent or higher classifications available in their geographic area.

ix) A permanent employee who displaces a temporary employee shall maintain his/her permanent status only when he/she has no options to displace a permanent employee in his/her classification in the geographic area without a change in his/her hours of work.

x) With the closure, downsizing, amalgamation or consolidation of any one site or division as defined in 11b) under Eastern Health, temporary employees who are laid off as a result shall be entitled to displace less senior temporary employees within their recognized Department or their recognized division as defined in 11 b) at another site operated by the Employer provided he/she is immediately qualified.

If the temporary employee does not have enough seniority to displace another temporary employee, his/her name shall be placed on the temporary seniority list in his/her respective geographic area or at another geographic area of his/her choice.

xi) When a permanent employee bumps out of his/her classification because of a layoff and if a position in the same classification becomes available within twenty-four (24) months, then the employee shall be offered the opportunity to return to his/her classification provided they are qualified to perform this work, prior to the available position being posted. If the employee refuses and the position is in the geographic area, the Employer has no further obligation to offer a position to the employee in the same classification.

xii) When an employee has been given notice of layoff/displacement by the Employer and the options have been explained to him/her, the employee will be given one week to inform the Employer whom he/she wishes to displace. In extenuating circumstances or where options change, an employee will be given an additional three working days to inform the Employer where he/she wishes to displace.

b) Recall

- i) Permanent employees shall be recalled for temporary employment with the Employer if the permanent employee indicates when he/she is laid off that he/she is willing to work periods of

temporary employment. In such cases, the permanent employee will be required to return to work as needed by the Employer; his/her refusal, unless for illness or other just cause, will mean a loss of recall rights for temporary Employment. For such periods of temporary employment he/she shall earn seniority on a permanent basis.

- ii) Permanent employees working in a temporary position will retain their right to recall to a permanent position.

5) **Labour Management Committees**

- a) The parties agree to the establishment of a joint committee to deal with labour management issues functioning on a region wide basis. The purpose of this Committee is to meet and confer on matters of mutual interest which are not properly the subject matter of a grievance or negotiations.
- b) The regional committee will be comprised of representatives from both the Union and the Employer as follows:
 - i) Two union representatives from each of the St. Johns, Rural Avalon and Peninsulas region and one additional union representative to be determined by the union.
 - ii) Two management representatives from each of the St. Johns, Rural Avalon and Peninsulas region and one additional management representative to be determined by the Employer.
 - iii) Committee members may invite other individuals to committee meetings, depending on the issues being discussed.
 - iv) Members are encouraged to assign a delegate to attend meetings in their absence.
- c) Regional committees will meet every two months or at the request of either one of the parties, unless mutually agreed otherwise. Meetings will be rotated throughout the region, with a schedule of meeting times and locations to be determined by the committee.
- d) The Labour Management language contained in Article 5 of this Transition Agreement shall replace Article 34 of the Collective Agreement.
- e) While formal sub-regional committees will not exist, Local Presidents are encouraged to bring issues to the Regional or Site Manager for discussion and resolution.
- f) Travel and time incurred by members to attend meetings will be in accordance with Eastern Health Policy.

6) **Grievance Process**

- a) In accordance with the Collective Agreement, Article 9.

7) Statutory Holidays

- a. Subject to Article 13.01 of the Collective Agreement employees shall observe Armistice Day as the additional statutory holiday.

8) Multiple Positions

- a) Employees may hold more than one position with the Employer subject to Article 10 of the Collective Agreement and provided the following criteria are met:
 - i) No employee will be permitted to hold positions, whose combined hours of work exceed 70 hours biweekly (i.e. Greater than 1.0 FTE); or
 - ii) No employee will be permitted to hold more than one permanent full time position.
- b) Layoff and recall provisions shall apply individually to each position.
- c) The Employer reserves the right to deny or terminate multiple positions based on operational requirements or for health and safety reasons.
- d) Employees who at the date this Transition Agreement came into effect, hold positions that are greater than 1.0 FTE shall advise their Employer within 14 calendar days of which position they wish to drop so their total hours of work do not exceed 70 hours biweekly.
- e) Clause 11 a) iii addresses temporary employees who names appear on multiple temporary recall lists at the date this Transition Agreement came into effect.

9) Waterford Hospital

- a) Employees who are assigned / transferred to the Waterford Hospital with a new / consolidated service shall not receive maximum contact pay and shall not be covered by the HAART Pension Plan.

Employees who are involuntarily moved out of the Waterford Hospital will have their salary (inclusive of contact allowance) red-circled. These employees will continue to be covered by the HARTT Pension Plan.

10) Temporary Recall

In accordance with Article 30.01(b) temporary employees will be laid off and recalled for work, in order of their seniority and provided he or she is immediately qualified to perform the required duties. See clause 10 c (Laboratory Services) and 10 d (Diagnostic Imaging).

- a. **Geographic Area Recall Lists Process**

- i)* Geographic area recall lists will be established for each area defined in Clause 11 a) of this Transition Agreement.
- ii)* Temporary employees who currently work on a recall basis will be automatically assigned to a geographic area recall list based on the community/site they worked at prior to the date this Transition Agreement came into force. Within 14 days of signing this agreement, the employee shall select in writing the communities within their geographic area where they are willing to work.
- iii)* Temporary employees who have worked in one or more sites or geographic areas (i.e. names appear on multiple temporary recall lists) with the Employer shall select in writing within 14 days of signing this agreement, the geographic area in which they will work and identify the communities within that geographic area where they will work. Temporary employees who names appear on more than one seniority list will be combined on their chosen list, provided that no employee will be credited with more than 1820 hours of seniority per calendar year.
- iv)* Temporary employees who are available for recall at multiple communities within their geographic region, shall be recalled in accordance with total seniority. See Clause 10 c (Laboratory Services) and 10 d (Diagnostic Imaging) for the recall process.
- v)* Permanent part time employees who avail of additional hours and temporary employees will be given the opportunity to change his/her selection of communities within their geographic area twice per year as follows:
 - (1) September 15 of each year to be effective October 1 of that year.
 - (2) March 15 of each year to be effective April 1 of that year.
 - (3) Changes to communities will be considered permanent unless changed in a subsequent period.

In the event that an insufficient number of employees agree to remain on the recall list for a specific community, the junior employee(s) will be required to remain on the list to satisfy the operational requirements of the Employer. If no junior employees exist on a recall list for a specific community, the junior employee(s) within that geographic area may be required to float to that specific community to satisfy the operational requirements of the employer.
- vi)* Subject to operational requirements, temporary employees will be given the opportunity to change his/her selection of Geographic Area by March 15 of each year to be effective April 1 of that year. Such change will be considered permanent unless changed in a subsequent year. Employees who change geographic areas will move to their new geographic area recall list with their total seniority.
- vii)* Subject to (v) above, if employees elect to work in a particular community or communities and he/she refuses to return to work when recalled in the community or communities selected, the employee shall lose his/her recall rights as a temporary employee to the community to which

he/she refused recall, but he/she shall maintain recall rights for any other communities that he/she may have selected, unless recall was refused for just cause or illness.

viii) Subject to (vii) above, should a temporary employee refuse recall to a particular community due to temporary recall/employment at another community, it shall be considered by the Employer to be refusal for just cause; and the employee will not lose any accumulated seniority as a result.

ix) Permanent Part-Time (PPT) employees who wish to avail of additional shifts within their geographic area must advise the employer in writing by March 15 each year, to become effective April 1 of that year. Subject to v) above, PPT employees who refuse recall to a temporary shift without just cause will be removed from the Geographic Area Temporary Recall List for the remainder of the period.

x) It is the responsibility of the employee to keep their Employer informed of his/her current address and telephone number.

b. Reserve Lists

- i. Each Geographic Area Recall List will have access to a Reserve Recall List consisting of employees from other another Geographic Area Recall List who are available for recall for that particular Geographic Area or specific communities within the geographic area.
- ii. Employees on a Reserve Recall List will only be recalled when the recall list as identified per 10 c and 10 d has been exhausted.
- iii. Recall from the Reserve Temporary Recall List will be based on qualifications, seniority and availability only. Employees must be immediately qualified to perform the work required, or, as in the arrangement with the Laboratory Services, is in conjunction with the career laddering process.
- iv. Employees on the Reserve Temporary Recall List may refuse shifts without penalty.
- v. Seniority earned by employees working on the reserve recall list will be combined for all job competitions and/or upon the temporary employee's appointment to permanent. Seniority earned on different geographic area recall lists will remain separate for recall purposes.

c. Temporary Staffing: Laboratory Services

i. Daily Recall and Short-term Temporary Vacancies (less than 4 weeks)

1. Recall of temporary Laboratory Assistants, Laboratory Technicians, and Laboratory Technologist Is for periods of less than four (4) weeks will be from the Geographic Area NAPE-LX Temporary Recall List and filled by the most

senior temporary employee, provided the employee is in layoff status and is immediately qualified for the position.

2. Temporary employees who are immediately qualified for a division on one site/community will be considered immediately qualified on all sites/communities in that division as defined in Clause 11 b) throughout their geographic region, provided the employee has completed the required site general orientation for each site. The Employer will endeavor to provide employees with the required site orientation for the sites/communities the employee has indicated they are willing to be recalled.
3. When the Geographic area recall list has been exhausted, the Employer may utilize staff that has indicated their availability to work in that community via the Reserve List.

ii. Short-term Temporary Vacancies (4 weeks or greater)/ Career-Laddering Process

1. Temporary vacancies for periods four (4) weeks or greater but less than sixteen (16) weeks will be filled through the temporary assignment of the most senior temporary employee or permanent Laboratory Assistant in the geographic area who meets minimum qualifications for the vacancy and who has indicated, as per Clause 10 a ii) that they are available for recall for that community.
2. If an employee is recalled for a block of shifts less than four (4) weeks duration as per 10 c i) and the vacancy he/she is filling is extended to 4 weeks or greater, the most senior employee with the minimum qualifications will be re-assigned this block of shifts and the "immediately qualified" employee will return to their geographic area recall list.
3. Employees who accept a temporary assignment must commit to complete the assignment.
4. Temporary positions sixteen (16) weeks or greater duration will continue to be filled in accordance with Article 28 of the NAPE-LX Collective Agreement.
5. When the Geographic area recall list has been exhausted, the Employer may utilize staff that has indicated their availability to work in that community via the Reserve List.
6. Where a temporary employee's assignment ends and a junior employee is assigned a block of shifts, the senior employee will be assigned this work, provided he/she is immediately qualified to do the work required and the remaining work assignment is four (4) weeks or greater.

d. Temporary Staffing: Diagnostic Imaging Program

- i. Temporary vacancies for periods less than sixteen (16) weeks will be filled by the most senior temporary employee on the Geographic Area NAPE-LX Diagnostic Imaging Temporary Recall List, provided the employee is in layoff status and is immediately qualified for the position.
 - ii. When the Geographic area recall list has been exhausted, the Employer may utilize staff that has indicated their availability to work in that community via the Reserve List.
 - iii. Temporary positions sixteen (16) weeks or greater duration will continue to be filled in accordance with Article 28 of the NAPE-LX Collective Agreement.
 - iv. Temporary employees who are in active status (i.e. booked for employment) will not be considered for recall. Layoffs will be issued in accordance with the Collective Agreement.
 - v. Employees who accept a temporary assignment must commit to complete the assignment.
- e. The following table provides a visual overview of the recall process:

Recall List	Laboratory Services	Diagnostic Imaging
Geographic Area (immediately qualified).	Daily Recall/Periods of Employment less than 4 Weeks	Daily Recall/Periods of Employment less than 16 Weeks
Geographic Area (minimum qualifications).	Temporary Employment greater than or equal to 4 weeks, but less than 16 weeks	N/A
Reserve List	When geographic list is exhausted.	When geographic list is exhausted.

11) Definitions

For the purpose of this agreement, the following definitions apply:

- a. Geographic areas are defined as follows:

Area 1:	St. John's, Trepassey, St. Mary's, Bell Island
Area 2:	Carbonear and Old Perlican
Area 3:	Placentia and Whitbourne
Area 4:	Burin, Grand Bank, St. Lawrence
Area 5:	Bonavista, Clarenville

- b. The following divisions exist in the Laboratory Medicine Program: Hematology, Microbiology, Anatomical Pathology, Biochemistry, Client Services (i.e. Specimen Collection), Cytology, and Immunology/Genetics. The following divisions exist in the Diagnostic Imaging Program: General Radiography, Computed Tomography (CT), Bone Mineral Density, PET/CT Magnetic Resonance Imaging (MRI), Nuclear Medicine, Picture Archive Communication System (PACS), Mammography, Ultrasound and Angiography. Other Divisions include: Breast Screening, Public Health, Medical Physics, Radiation Therapy, Electrocardiography (ECG), Electroneurophysiology (EEG) and Community Services.

12) Sharing of Overtime/Standby/Callback

Overtime, Standby, and Callback shall be divided equally among employees who are immediately qualified and who regularly work in that work area (i.e. MRI General Hospital, Hematology St. Clare's Mercy Hospital).

Signed on behalf the Eastern Regional Integrated Health Authority by its proper officers in the presence of the witness hereto subscribing

Witness

Signed on behalf of the Newfoundland and Labrador Health Boards Association by proper officers on behalf of all hospitals and agencies listed in Schedule C in accordance with the Constitution and in the presence of the witness hereto subscribing

Witness

Signed on behalf of the Newfoundland Association of Public Employees by its proper officers in the presence of the witness hereto subscribing

Witness

Signed on behalf of Treasury Board by its proper officers in the presence of the witness hereto subscribing

Witness

**Newfoundland & Labrador Association of Public Employees
(Laboratory and X-Ray)
(NAPE LX)**

March 31, 2010

Document for Signature

TRANSITION AGREEMENT

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND
(Represented herein by the Treasury Board)**

AND

THE NEWFOUNDLAND AND LABRADOR HEALTH BOARDS ASSOCIATION

**REPRESENTING
WESTERN REGIONAL HEALTH AUTHORITY
(Referred herein as the "Employer")**

AND

**NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC
EMPLOYEES (LABORATORY AND X-RAY)
(NAPE LX)**

DATE 31 MARCH 2010

This agreement made this 31ST day MARCH two thousand and ten in accordance with Clause 40.01 of the Collective Agreement between Her Majesty the Queen in Right of Newfoundland and Labrador (represented herein by Treasury Board), the Newfoundland and Labrador Health Boards Association, and the Newfoundland and Labrador Association of Public Employees (Laboratory and X-Ray) (NAPE LX), herein referred to as the Collective Agreement. This Agreement governs all employees of the Western Regional Health Authority covered by the NAPE (LX) Collective Agreement.

It is further recognized that effective the date this Transition Agreement comes into effect, the Transition Agreement between the former Western Health Care Corporation and the Newfoundland Association of Public Employees (Laboratory and X-Ray) (NAPE LX) dated 20 June 1996 will be replaced with this Transition Agreement.

1. Labour Relations Board Order

As per the order of the Labour Relations Board (LRB) dated 24 June 2008 (the LRB Order), a copy of which is attached as Schedule 'A', it was determined that there be established a single regional NAPE (LX) bargaining unit in the classifications covered by the NAPE (LX) Collective Agreement within the Western Regional Health Authority. This now includes former employees of the Canadian Union of Public Employees who were previously paid on the CUPE LX salary scales as contained in the CUPE HS Collective Agreement as outlined in the Labour Relations Board Order.

2. No Loss of Seniority

2.1 Former NAPE (LX) employees previously employed by Western Health Care Corporation shall not lose their seniority as a result of the Labour Relations Board Order. Former CUPE members who are now members of NAPE (LX) will transfer their seniority to the NAPE (LX) Bargaining Unit. Former CUPE members will have their seniority calculated by dividing their total seniority hours by 7.5 and then multiplying by 7.0. All employees hired after 9 November 2006 will have their seniority calculated based upon the NAPE (LX) Collective Agreement.

2.2 Seniority for all former CUPE members and other NAPE (LX) members from the six (6) previous bargaining units is to be effective 9 November 2006 which is the date of application by the Employer to the Labour Relations Board.

3. Transfer of Service – Effective Date

As of April 1, 2005 the employees of the former Western Health Care Corporation and the employees of the former Western Regional Health and Community Services Board became employees of the Western Regional Health Authority. The Western Regional Health Authority recognizes the service of each of the NAPE (LX) members, including former CUPE LX members, as it was recognized by the previous employer prior to that date. Service for seniority purposes is to be recognized on a single, regional bargaining unit basis.

4. Labour Management Committees

In accordance with Article 34 of the NAPE (LX) collective agreement ~~individual Labour Management Committees~~ will be held at the following sites:

- 1) Sir Thomas Roddick Hospital, Stephenville
- 2) Dr. Charles L. LeGrow Health Centre, Port aux Basques
- 3) Calder Health Centre, Burgeo
- 4) Bonne Bay Health Centre, Norris Point
- 5) Rufus Guinchard Health Centre, Port Saunders
- 6) Western Memorial Regional Hospital, Corner Brook

5. Conversion of Former CUPE LX Employees to NAPE (LX) Pay Scales/Hours of Work

a) Effective the date of signing of this agreement, former CUPE employees whose current annual salary falls above the top of the salary range established for their classification in the NAPE (LX) collective agreement will be 'red circled'. Former CUPE employees whose current annual salary falls between two steps of the salary range established for their classification in the NAPE (LX) collective agreement will be adjusted to the next highest step on the NAPE (LX) salary scale. Former CUPE employees will be required to work a 7.0 hour work day/1820 hours annually as outlined in the NAPE (LX) collective agreement.

6. Mutual Agreements – Article 40.01

The parties agree to re-execute the following agreement which existed between the former Western Health Care Corporation and NAPE (LX)

- Ease Back to Work from Sick Leave

7. Recall Areas/Districts for Unscheduled Temporary Employees.

- A) Temporary unscheduled employees will normally be recalled to work in one of the following six (6) areas outlined below:

Area 1

Corner Brook
Bay of Islands
Pasadena
Deer Lake

Area 2

Bonne Bay
Norris Point
Woody Point
Cow Head

Area 3

Port Saunders

Area 4

Stephenville
Stephenville Crossing
Cape St. George
Jeffrey's
Port au Port
St. George's

Area 5

Port Aux Basques

Area 6

Burgeo
Ramea

- B) On the first day of April of each year, temporary unscheduled employees will indicate to the employer, in writing, if they wish to be recalled to work in another "area" of the region during the next twelve month period. Such temporary unscheduled employees will be required to report to work within a reasonable time frame as determined by the employer. Employees who request to be recalled in additional areas will be required to report for duty in accordance with the provisions of the collective agreement. Should an employee withdraw his/her request to work in another "area" of the region after beginning work in that other "area" the employee will no longer be permitted to work in any other "area" of the region as an unscheduled temporary employee.

8. NAPE LX Agreement

Subject to the interim arrangements between the Employer and the Union regarding seniority, promotion, family leave and statutory holidays, the NAPE (LX) Collective Agreement is considered to be in effect for all members of the NAPE (LX) Bargaining Unit within the Western Regional Health Authority effective the date of signing of this Transition Agreement. The CUPE Collective Agreement will no longer apply to former CUPE members who are now members of the NAPE (LX) Bargaining Unit.

9. Review of this Transition Agreement

The parties agree to review this transition agreement at the end of 24 months to determine if this agreement needs to be retained or modified based upon circumstances at that time.

10. Displacement

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of layoff (including a reduction in hours of work for permanent employees) the following provisions shall apply:

- a) For the purpose of layoff, temporary employees shall be less senior than any permanent employee.
- b) i) A permanent employee whose position is affected by the Employer's decision to lay off shall have the right to either accept layoff or to displace the most junior employee in the same, or a lower bargaining unit classification in their own facility provided that he/she is immediately qualified to perform the work required and provided that his/her bi-weekly regular hours of work are not changed unless mutually agreed. An employee who chooses to displace into the lower paying position shall maintain his/her rate of pay and be "red circled".
- ii) A permanent employee who is unable to displace as per 10 (b) (i) above and who has received notice of layoff shall be entitled to displace the most junior employee in the same, or a lower bargaining unit classification at another facility of his/her choice operated by the Employer. This entitlement will occur only when the employee who has received notice of layoff does not have sufficient seniority to displace the most junior

employee in the designated classification within his/her own facility. In any event, the foregoing provisions as they related to the changes in hours of work, qualifications, seniority and rate of pay shall still be applicable.

- c) Temporary employees shall be laid off in accordance with the provisions of clause 30.01 (b) of the NAPE LX collective agreement.

- d) Closure of a Facility

In the event of a closure of one of the facilities under the Western Regional Health Authority, temporary employees who are laid off as a result shall, subject to being deemed qualified, be placed on a recall list of their choice in accordance with their seniority in another "area" of the region at any time during the 14 day notice period as outlined in clause 30.03 (d) of the NAPE LX collective agreement. In such cases, temporary employees will be required to report for duty within a reasonable time frame as determined by the employer and in accordance with the provisions of the collective agreement.

- e) Subject to (b) above, permanent employees may displace permanent full-time, permanent part-time or temporary employees. A permanent employee who displaces a temporary employee shall maintain his/her permanent status.

11. Recall

- a) Permanent employees shall be recalled before temporary employees provided that the permanent employees being recalled are qualified to do the work required.

- b) Permanent employees shall be recalled in order of seniority at his/her facility or another facility provided that those permanent employees being recalled are qualified to perform the work required.

Permanent employees may be recalled to another facility and shall be recalled in order of seniority with the Employer provided that he/she notifies the employer in writing upon layoff that he/she is willing to be recalled for work at another facility. The Employer shall advise the employees being laid off of their right to recall at other facilities operated by the same Employer.

- c) Temporary employees shall be recalled in accordance with the provisions of the NAPE LX collective agreement.

12. Sharing of Overtime/Standby/Callback/Escort Duty

Overtime, Standby and Callback shall be shared in accordance with the provisions of the NAPE LX collective agreement on a site specific basis.

13. Statutory Holidays

In accordance with Clause 13.01 of the NAPE LX Collective Agreement the one (1) additional statutory holiday to be taken each year will be as follows:

Rufus Guinchard Health Centre – Armistice Day (November 11)
 Bonne Bay Health Centre – Easter Monday
 Western Memorial Regional Hospital – Floating Holiday
 Sir Thomas Roddick Hospital – Stephenville Day
 Calder Health Centre – Armistice Day (November 11)
 Dr. Charles L. LeGrow Health Centre – Civic Holiday (August)

DATED THIS 31ST DAY OF MARCH, 2010

Carol A. Sweeney
 Newfoundland and Labrador Association
 Of Public Employees (Laboratory & X-Ray)

Bert Blundell
 Witness

Susan Siller
 Western Regional Health Authority

[Signature]
 Witness

Elizabeth Lane
 Newfoundland and Labrador Health
 Boards Association

[Signature]
 Witness

[Signature]
 Treasury Board

[Signature]
 Witness

SCHEDULE "A"

Labour Relations Board Order # 5064

Dated 24 June 2008



Labour Relations Board

5064
IN THE MATTER OF

Public Service Collective Bargaining Act

- and -

Western Regional Integrated Health Authority

Applicant

- and -

Newfoundland and Labrador Association
Public and Private Employees

First Respondent

- and -

Canadian Union of Public Employees,
Local 488

Second Respondent

WHEREAS pursuant to Sections 44, 44.1 and 45 of the Public Service Collective Bargaining Act, the Labour Relations Board has received an application from Western Regional Integrated Health Authority for orders consolidating existing classifications of Laboratory and X-Ray (LX) employees of the Employer who are now members of separate bargaining units represented by the Newfoundland and Labrador Association of Public and Private Employees and Canadian Union of Public Employees, Local 488 into a single Laboratory and X-Ray (LX) bargaining unit of employees of the Employer, with dovetailing of seniority lists and consequential relief;

AND WHEREAS by Order dated September 12, 2007, the Board determined that it has jurisdiction to determine whether a successorship has occurred;

AND WHEREAS the Supreme Court of Newfoundland and Labrador, Trial Division, by decision dated February 7, 2008 denied an application for a stay of proceedings of the Board;

AND WHEREAS the Supreme Court of Newfoundland and Labrador, Trial Division, by Order dated March 19, 2008 dismissed an application to quash the Board's Order of September 12, 2007;

AND WHEREAS following investigation, consideration of the representations of the interested parties and the evidence adduced at a hearing and noting that the parties advised the Board that they have agreed, *inter alia*, that a transfer of business within the meaning of Section 44 of the Act has taken place from the Western Health Care Corporation and Western Regional Health and Community Services Board to Western Regional Integrated Health Authority, the Board has decided to grant the application;

NOW THEREFORE it is hereby ordered by the Labour Relations Board as follows:

1. that Western Regional Integrated Health Authority is now the Employer and is a party to or is bound by Collective Agreements with the Respondent bargaining agents which are as follows:

** Room Beothuk Bldg, 20 Crosbie Place P.O. Box 8700 St. John's NL, Canada A1B 4J6
Telephone: (709) 729-2707 Facsimile: (709) 729-5738 www.sccr.nl.ca/sccr

- (a) a Collective Agreement made among Newfoundland and Labrador Association of Public and Private Employees, Her Majesty the Queen in Right of Newfoundland, represented by Treasury Board and Newfoundland and Labrador Health Boards Association in effect from 4 May 2004 to 31 March 2008; and including a Transition Agreement dated 20 June 1996 (the NAPE-LX Collective Agreement);
 - (b) and a Collective Agreement made among Canadian Union of Public Employees, Locals 488, 641, 879, 990, 1568, 1644 and 2574, Her Majesty the Queen in Right of Newfoundland, represented by Treasury Board and Newfoundland and Labrador Health Boards Association in effect from 4 May 2004 to 31 March 2008; and including a Transition Agreement dated 10 September 1996 and an amended Transition Agreement dated 28 April 1997 (the CUPE-HS Collective Agreement);
2. and that, subject to clause 5 herein, there be established a single Laboratory and X-Ray (LX) bargaining unit of Laboratory and X-Ray (LX) employees of the Employer in the classifications covered by the NAPE-LX Collective Agreement, including the classifications of Cardiology Technician, Cardiology Technologist, Laboratory Assistant, and X-Ray Film Processor at Western Memorial Regional Hospital; and the CUPE-HS Collective Agreement be amended to delete these classifications;
 3. and that the seniority lists compiled for the six (6) existing NAPE-LX bargaining units of Laboratory and X-Ray (LX) employees and the employees in the CUPE-HS bargaining unit employed as Cardiology Technologist, Laboratory Assistant, and X-Ray Film Processor be dovetailed into a single seniority list for the Laboratory and X-Ray (LX) bargaining unit of Laboratory and X-Ray (LX) employees;
 4. and that there will be no representation vote conducted; Newfoundland and Labrador Association of Public and Private Employees will represent the members of the Laboratory and X-Ray (LX) Bargaining Unit of employees;
 5. and that the Collective Agreements currently in effect will remain in effect during the transition period or until a new Laboratory and X-Ray (LX) Collective Agreement is signed between Western Regional Integrated Health Authority and Newfoundland and Labrador Association of Public and Private Employees;
 6. and that the Board retains jurisdiction to deal with any further questions or problems which may arise with respect to this application and to provide for the resolution of same.

THE official seal of the Board was herewith affixed and attested to by the Chief Executive Officer of the Board at the City of St. John's in the Province of Newfoundland and Labrador this 24th day of June, 2008


Chief Executive Officer

TRANSITION AGREEMENT

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND
(Represented herein by the Treasury Board)**

AND

THE NEWFOUNDLAND AND LABRADOR HEALTH BOARDS ASSOCIATION

**REPRESENTING
LABRADOR-GRENFELL REGIONAL HEALTH AUTHORITY
(Referred herein as the "Employer")**

AND

**NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC
EMPLOYEES (LABORATORY AND X-RAY)
(NAPE LX)**

This agreement made this 14th day of October two thousand and ten in accordance with Clause 40.01 of the Collective Agreement between Her Majesty the Queen in Right of Newfoundland and Labrador (represented herein by Treasury Board), the Newfoundland and Labrador Health Boards Association, and the Newfoundland and Labrador Association of Public Employees (Laboratory and X-Ray) (NAPE LX), herein referred to as the Collective Agreement. This Agreement governs those employees in the classifications of Cardiology Technologist I and Cardiology Technologist II (**only**) of the Labrador-Grenfell Regional Health Authority covered by the NAPE (LX) Collective Agreement, who were not specifically named in the Transition Agreement between the Labrador-Grenfell Health Regional Health Authority and the Newfoundland Association of Public Employees (Laboratory and X-Ray) (NAPE LX) dated July 2nd, 2009. This agreement only pertains to the clauses specified below; all other issues are covered by the Transition Agreement of July 2nd, 2009 or the Collective Agreement.

1. Labour Relations Board Order

As per the order of the Labour Relations Board (LRB) dated July 16th, 2008 (the LRB Order), a copy of which is attached as Schedule "A", it was determined that there be established a single regional NAPE (LX) bargaining unit in the classifications covered by the NAPE (LX) Collective Agreement within the Labrador-Grenfell Regional Health Authority. This now includes former employees of the Canadian Union of Public Employees who were previously paid on the CUPE LX salary scales as contained in the CUPE HS Collective Agreement as outlined in the Labour Relations Board Order.

2. No Loss of Seniority

Former CUPE HS members who are now members of NAPE (LX) will transfer their seniority to the NAPE (LX) Bargaining Unit. Former CUPE members will have their seniority calculated by dividing their total seniority hours by 7.5 and then multiplying by 7.0. All employees hired after July 16th, 2008 will have their seniority calculated based upon the NAPE (LX) Collective Agreement.

3. Transfer of Service – Effective Date

As of April 1st, 2005 the employees of the former Health Labrador Corporation and the employees of the former Grenfell Regional Health Services Board became employees of the Labrador-Grenfell Regional Health Authority. The Labrador-Grenfell Health Regional Health Authority recognizes the service of each of the former CUPE LX members, as it was

recognized by the previous employer prior to that date. Service for seniority purposes is to be recognized on a single, regional bargaining unit basis.

4. Conversion of Former CUPE LX Employees to NAPE (LX) Salary Scale and Hours of Work

(i) Salary Scale:

Effective the date of signing of this agreement, former CUPE employees whose current annual salary falls above the top of the salary range established for their classification in the NAPE (LX) collective agreement will be "red circled". Former CUPE employees whose current annual salary falls between two steps of the salary range established for their classification in the NAPE (LX) collective agreement will be adjusted to the next highest step on the NAPE (LX) salary scale.

Any increases in salary for former CUPE employees due to the application of this agreement will be applied retroactively to January 1st, 2010.


(ii) Hours of Work:

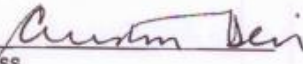
Former CUPE employees will be required to work a 7.0 hour work day/1820 hours annually as outlined in the NAPE (LX) collective agreement.

5. NAPE (LX) Agreement

The NAPE (LX) Collective Agreement is considered to be in effect for all members of the NAPE (LX) Bargaining Unit within the Labrador-Grenfell Regional Health Authority effective the date of signing of this Transition Agreement. The CUPE Collective Agreement will no longer apply to former CUPE members who are now members of the NAPE (LX) Bargaining Unit.

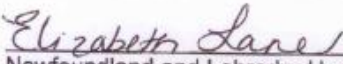
DATED THIS 14th DAY OF October, 2010

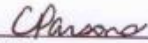

Newfoundland and Labrador Association
Of Public Employees (Laboratory & X-Ray)

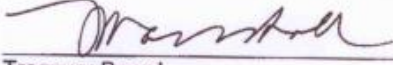

Witness



Labrador-Grenfell Regional Health Authority


Witness


Newfoundland and Labrador Health
Boards Association


Witness


Treasury Board


Witness

Both are classified as Cardiology Technologist I
NAPE-LX Salary scales, effective April 1st, 2010

Employee	Hire Date	Current Status	Current CUPE-LX Pay Level	Hourly Rate	Hours Biweekly (Annual)	Annual Salary on CUPE-LX Scale (1950 hours)	Same Step on NAPE-LX scale	Equivalent Annual Salary on NAPE-LX Scale (1820 hours)	Action To be Taken	Annual Salary Following Conversion
DHINDSA, Jagjit Singh	January 19 th , 2009	Unpaid Leave	CUPE LX-22, Step 2	\$22.17	75 (1950)	\$43,231.50	LX-22, Step 2 = \$22.78	\$41,459.60	Current Annual salary falls between Steps 3 and 4, on the NAPE-LX Scale: Move to Step 4	LX-22, Step 4 = \$24.54/ hourly x 1820 = \$44,662.80 annually
NOEL, Gladys	April 13 th , 2006	Temp	CUPE LX-22, Step 5	\$26.64	75 (1950)	\$51,948.00	LX-22, Step 6 = \$27.36	\$49,795.20	Current annual salary falls higher than the top of the salary range for LX-22. Red Circle at current step.	Red Circle at \$51,948.00 until NAPE-LX salary scale, step 6 meets and exceeds the current rate.

TRANSITION AGREEMENT

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND
(Represented herein by the Treasury Board)**

AND

THE NEWFOUNDLAND AND LABRADOR HEALTH BOARDS ASSOCIATION

**REPRESENTING
CENTRAL REGIONAL HEALTH AUTHORITY
(Referred herein as the "Employer")**

AND

**NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC
EMPLOYEES (NAPE LX)**

September 28, 2010

This agreement made this September 16, 2010 in accordance with Clause 40.01 of the Collective Agreement between Her Majesty the Queen in Right of Newfoundland and Labrador (represented herein by Treasury Board), the Newfoundland and Labrador Health Boards Association, and the Newfoundland and Labrador Association of Public and Private Employees (NAPE LX), herein referred to as the Collective Agreement. This Agreement governs all employees of the Central Regional Health Authority covered by the NAPE (LX) Collective Agreement.

1. Labour Relations Board Order

As per the order of the Labour Relations Board (LRB) dated 7 August 2008 (the LRB Order), a copy of which is attached as Schedule "A", it was determined that there be established a single regional NAPE (LX) bargaining unit in the classifications covered by the NAPE (LX) Collective Agreement within the Central Regional Health Authority. This now includes former employees of the Canadian Union of Public Employees who were previously paid on the CUPE LX salary scales as contained in the CUPE HS Collective Agreement as outlined in the Labour Relations Board Order.

2. No Loss of Seniority

Former CUPE (LX) members who are now members of NAPE (LX) will transfer their seniority to the NAPE (LX) Bargaining Unit. Former CUPE (LX) members will have their seniority calculated by dividing their total seniority hours by 7.5 and then multiplying by 7.0. All employees hired after January 1, 2009 will have their seniority calculated based upon the NAPE (LX) Collective Agreement.

3. Transfer of Service – Effective Date

As of August 7, 2008 The Central Regional Health Authority recognizes the service of each of the NAPE (LX) members, including former CUPE (LX) members, as it was recognized prior to that date. Service for seniority purposes is to be recognized on a single, regional bargaining unit basis.

4. Conversion of Former CUPE (LX) Employees to NAPE (LX) Pay Scales/Hours of Work

Effective date of signing former CUPE (LX) employees whose current annual salary falls above the top of the salary range established for their classification in the NAPE (LX) collective agreement will be "red circled". Former CUPE (LX) employees whose current annual salary falls between two steps of the salary range established for their classification in the NAPE (LX) collective agreement will be adjusted to the next highest step on the NAPE (LX) salary scale. Former CUPE (LX) employees will be required to work a 7.0 hour work day/1820 hours annually as outlined in the NAPE (LX) collective agreement.

5. NAPE LX Agreement

Effective 2011, subject to the interim arrangements between the Employer and the Union regarding family leave and statutory holidays, the NAPE (LX) Collective Agreement is considered to be in effect for all members of the NAPE (LX) Bargaining Unit within the Central Regional Health Authority effective the date of signing of this Transition Agreement. The CUPE Collective Agreement will no longer apply to former CUPE (LX) members who are now members of the NAPE (LX) Bargaining Unit.

DATED THIS 14 DAY OF October, 2010

Carol A. Jureong
Newfoundland and Labrador Association
Of Public Employees (Laboratory & X-Ray)

Sarah Patten
Witness

Dennis Dyl
Central Regional Health Authority

Liz Hilliard
Witness

Elizabeth Lane
Newfoundland and Labrador Health
Boards Association

Chasms
Witness

Maastah
Treasury Board

Heather Connors
Witness

SCHEDULE "A"

Labour Relations Board Order # 5173

Dated 7 August 2008



Labour Relations Board

5173
IN THE MATTER OF

Public Service Collective Bargaining Act

- and -

Central Regional Health Authority Applicant

- and -

Newfoundland and Labrador Association
of Public and Private Employees First Respondent

- and -

Canadian Union of Public Employees,
Local 990 Second Respondent

WHEREAS pursuant to Sections 44, 44.1 and 45 of the Public Service Collective Bargaining Act, the Labour Relations Board has received an application from Central Regional Health Authority for orders consolidating existing classifications of Laboratory and X-Ray (LX) employees of the Employer who are members of separate bargaining units represented by Newfoundland and Labrador Association of Public and Private Employees and Canadian Union of Public Employees, Local 990 into a single Laboratory and X-Ray (LX) bargaining unit of employees of the Employer, with dovetailing of seniority lists and consequential relief;

AND WHEREAS the Board, following investigation and consideration of the representations of the interested parties; and noting that the Respondents have agreed, *inter alia*, that a transfer of business within the meaning of Section 44 of the Act has taken place from Central East Health Care Institutions Board, Central West Health Corporation and Central Regional Health and Community Services Board to Central Regional Health Authority, has decided to grant the application;

NOW THEREFORE it is hereby ordered by the Labour Relations Board that:

1. Central Regional Health Authority is now the Employer and is a party to or is bound by Collective Agreements with the Respondent bargaining agents which are as follows:
 - (a) a Collective Agreement made among Newfoundland and Labrador Association of Public and Private Employees, Her Majesty the Queen in Right of Newfoundland, represented by Treasury Board and Newfoundland and Labrador Health Boards Association in effect from 4 May 2004 to 31 March 2008; and including a Transition Agreement dated 8 April 1996 for the former Central East Health Care Institutions Board and a Transition Agreement dated 6 May 1996 for the former Central West Health Corporation (the NAPE-LX Collective Agreement);
 - (b) and a Collective Agreement made among Canadian Union of Public Employees, Locals 488, 641, 879, 990, 1568, 1581, 1644 and 2574, Her Majesty the Queen in Right of Newfoundland, represented by Treasury Board and Newfoundland and Labrador Health Boards Association in effect from 4 May 2004 to 31 March 2008; and including a Transition

Agreement dated 13 October 1995 for the former Central East Health Care Institutions Board and a Transition Agreement dated 12 February 1995 for the former Central West Health Corporation (the CUPE-HS Collective Agreement);

2. and that, subject to clause 5 herein, there be established a single Laboratory and X-Ray (LX) bargaining unit of Laboratory and X-Ray (LX) employees of the Employer in the classifications covered by the NAPE-LX Collective Agreement, including the classifications of Laboratory Assistant, Electrocardiograph Technician I, Electrocardiograph Technician II, Electrocardiograph Technician III and Electrocardiograph Technologist I with recognition of all service with the Employer or a predecessor employer; and the CUPE-HS Collective Agreement be amended to delete these classifications;
3. and that the seniority lists compiled for the two (2) existing Laboratory and X-Ray (LX) bargaining units of Laboratory and X-Ray employees and the eleven (11) CUPE-HS employees employed as Laboratory Assistant, Electrocardiograph Technician I, Electrocardiograph Technician II, Electrocardiograph Technician III and Electrocardiograph Technologist I be dovetailed into a single seniority list for the Laboratory and X-Ray (LX) bargaining unit of Laboratory and X-Ray (LX) employees;
4. and that there will be no representation vote conducted; Newfoundland and Labrador Association of Public and Private Employees will represent the members of the Laboratory and X-Ray (LX) bargaining unit of employees;
5. and that the Collective Agreements currently in effect will remain in effect during the transition period or until a new Laboratory and X-Ray (LX) Collective Agreement is signed between Central Regional Health Authority and Newfoundland and Labrador Association of Public and Private Employees;
6. and that the Labour Relations Board retains jurisdiction to deal with any further questions or problems which may arise with respect to this Application and to provide for the resolution of same.

THE official seal of the Board was hereto affixed and attested to by the Chief Executive Officer of the Board at the City of St. John's in the Province of Newfoundland and Labrador this 7th day of August, 2008



SCHEDULE H

SALARY DEFERRAL PLAN

Policy Statement

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

Application

This policy applies to all employees. Bargaining unit employees should also consult their respective collective agreements.

Definitions

<i>Deferral Period</i>	the period of time during which participating employees defer a portion of their salary
<i>Leave Period</i>	the period of time, immediately following the deferral period, during which participating employees are on a leave of absence from work
<i>Taxation year</i>	based on the January 1 to December 31 calendar year

Responsibilities

Department

It is the responsibility of individual departments to:

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

Employee

It is the responsibility of employees to:

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

Enrolment

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

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

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

Approved requests will be sent to the Government Accounting Division of Treasury Board Secretariat who administer the Plan. Once the approved request is received the employee will be placed on the deferred salary payroll.

Administration

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

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

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

The following table presents examples of calculations for Plan participation:

Plan Option	Percentage of Salary Deferred	Deferral Period	Leave Period	% of Normal Salary During Plan
1 over 1.5 years	33 1/3%	1 year	2 nd year (6 mos.)	66 2/3%
2 over 3 years	33 1/3%	2 years	3 rd year	66 2/3%
3 over 4 years	25%	3 years	4 th year	75%
4 over 5 years	20%	4 years	5 th year	80%
5 over 6 years	16 2/3%	5 years	6 th year	83 1/3%
6 over 7 years	14%	6 years	7 th year	86%

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

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

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

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

Salary and Benefits During Deferral and Leave Periods

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

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

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

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

Employment status will be that of leave without pay. The provisions and cost-sharing arrangements for employee benefits will be consistent with the Human Resources Policy Manual and collective agreements.

While on leave no payments will be made for:

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

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

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

Withdrawal From the Plan

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

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

Employees who wish to withdraw from the Plan must inform their Deputy Minister in writing outlining the reasons for the request. The Deputy Minister will then forward this information to the Government Accounting Division of Treasury Board Secretariat who will review the case and decide if it meets the criteria for withdrawal.

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

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

Unless specifically requested by the employee, the Government Accounting Division of Treasury Board Secretariat will apply the lump sum income tax rate to the refund amount.

Returning From Leave

Employees returning from the Deferred Salary Leave Plan will be:

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

LETTER OF UNDERSTANDING

March 31, 2018

Mr. Austin Deir
Employee Relations Officer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Deir:

RE: Occupational Health and Safety

This will confirm the understanding reached during negotiations that where an employee alleged discrimination under Section 49 of The Occupational Health and Safety Act, (1978), the complaint may be processed under the Grievance and Arbitration Procedures of this collective agreement.

Sincerely,



Sarah Anthony
Staff Relations Specialist
Human Resource Secretariat

LETTER OF UNDERSTANDING

March 31, 2018

Mr. Austin Deir
Employee Relations Officer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Deir:

RE: Paging System

This will confirm our understanding on the "paging" system in our hospitals as it applies to the Laboratory and X-Ray employees. We agree that the existing arrangements will be maintained during the life of this Agreement in the hospitals for these employees.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sarah Anthony', with a horizontal line extending from the end of the signature.

Sarah Anthony
Staff Relations Specialist
Human Resource Secretariat

LETTER OF UNDERSTANDING

March 31, 2018

Mr. Austin Deir
Employee Relations Officer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Deir:

RE: Waterford Laboratory and X-Ray

This applies to employees employed at Waterford Hospital prior to May 1, 1998. Laboratory and X-Ray employees at the Waterford Hospital shall be entitled to the same pension benefits as the Hospital Support Staff employees at the Waterford Hospital.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sarah Anthony', with a horizontal line extending from the end of the signature.

Sarah Anthony
Staff Relations Specialist
Human Resource Secretariat

LETTER OF UNDERSTANDING

March 31, 2018

Mr. Austin Deir
Employee Relations Officer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Deir:

Re: Video Display Terminals

- (a) Policy regarding Video Display Terminals in the Workplace and Eye Care
- This policy will only apply to employees who are required to work at VDT's for more than three (3) continuous hours on a regular basis as part of their normal work routine.
 - This policy will not apply to employees who use VDT's on a request but non-continuous basis.
 - The Employer or its Staff Health Division will ensure that employees receive an initial eye examination and a follow-up examination on an annual basis.
 - These examinations will be conducted by an optometrist of the Employer's choosing at no expense to the employee.
 - The Employer or its Staff Health Division will receive a copy of the optometrist's report.
- (b) Policy Regarding Video Display Terminals in the Workplace and Pregnant Employees
- This policy will only apply to employees who are required to work at VDT's for more than three (3) continuous hours on a regular basis as part of their normal work routine.
 - This policy will not apply to employees who use VDT's on a frequent but non-continuous basis.
 - The pregnant employee may request a leave of absence without pay or apply for a transfer to another position in the bargaining unit which is vacant and which she is qualified to perform. If such a transfer is not possible she may then apply for leave or remain in her position. Requests for leave shall not be unreasonably denied.

Sincerely,



Sarah Anthony
Staff Relations Specialist

LETTER OF UNDERSTANDING

March 31, 2018

Mr. Austin Deir
Employee Relations Officer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Deir:

Re: Salary Cheques

As agreed during negotiations, if an employee requests to have his/her salary cheque given to him/her in an envelope, it shall be done by the Employer.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sarah Anthony', with a stylized flourish at the end.

Sarah Anthony
Staff Relations Specialist
Human Resource Secretariat

LETTER OF UNDERSTANDING

March 31, 2018

Mr. Austin Deir
Employee Relations Officer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Deir:

Re: Transition Agreements

The parties agree to discuss during the life of the collective agreement, the appropriateness of incorporating transition agreements into the collective agreement.

Sincerely,



Sarah Anthony
Staff Relations Specialist
Human Resource Secretariat

LETTER OF UNDERSTANDING

March 31, 2018

Mr. Austin Deir
Employee Relations Officer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Deir:

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, appearing to read 'Sarah Anthony', with a horizontal line extending from the end of the signature.

Sarah Anthony
Staff Relations Specialist
Human Resource Secretariat

LETTER OF UNDERSTANDING

March 31, 2018

Mr. Austin Deir
Employee Relations Officer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Deir:

Re: Market Adjustment

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sarah Anthony', with a stylized flourish extending to the right.

Sarah Anthony
Staff Relations Specialist
Human Resource Secretariat

LETTER OF UNDERSTANDING

March 31, 2018

Mr. Austin Deir
Employee Relations Officer
NAPE
P.O Box 8100
St. John's, NL A1B 3M9

Dear Mr. Deir

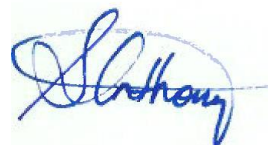
Re: Laboratory Health Professionals

This will confirm the understanding reached during negotiations that current employees identified by the Newfoundland and Labrador Council of Health Professionals in the discipline of Laboratory Health Professional (and for further clarity are listed below), will receive reimbursement from the employer for professional liability insurance fees to a maximum of five hundred dollars annually. Proof of payment shall be provided to the Employer prior to reimbursement.

Bernice Adams
Margo Forward
Junior King
Nancy Rowe
Peter Shea
Janie Smith
Stella Strong
George Tucker
Clara Pitcher
Sharon Parsons

Janice Starks
Cynthia Hancock
Nedra Lane
Christine Russell
Hubert Skinner
Levi Snook
David Taylor
Barbara O'Driscoll

Sincerely,



Sarah Anthony
Staff Relations Specialist
Human Resource Secretariat

***LETTER OF UNDERSTANDING**

March 31, 2018

Austin Deir
Employee Relations Officer
NAPE
P.O Box 8100
St. John's, NL A1B 3M9

Dear Mr. Deir:

Re: Pilot Project: Workers Compensation

The Parties agree to discuss the implementation of a pilot project to transfer the administration of workers compensation files to Workplace NL.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sarah Anthony', with a horizontal line extending from the end of the signature.

Sarah Anthony
Staff Relations Specialist
Human Resource Secretariat

***LETTER OF UNDERSTANDING**

March 31, 2018

Austin Deir
Employee Relations Officer
NAPE
P.O Box 8100
St. John's, NL A1B 3M9

Dear Mr. Deir:

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,



Sarah Anthony
Staff Relations Specialist
Human Resource Secretariat

***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%

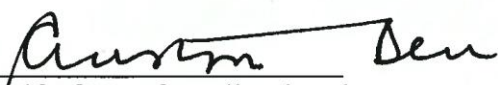
10. This Letter of Understanding, made pursuant to s.3(2) of the Act, shall prevail where any term herein conflicts with a provision of the collective agreement, one of its Schedules, Letters or Memoranda of Agreement, including, without limitation, any practice, settlement of dispute, agreement or arbitration award arising from events prior to the coming into force of the Act.

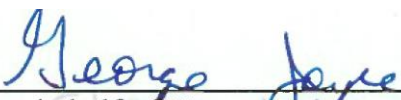
11. Nothing in this Letter of Understanding shall have the effect of waiving or negating, in whole or in part, any requirement, procedural or substantive, under a Group Health and Life Insurance program or policy sponsored by the employer, e.g., the filing of continuation or other required forms, provision 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.

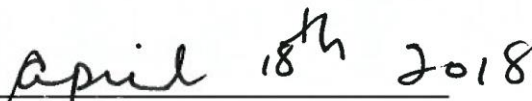
***LETTER OF UNDERSTANDING**
RE: Professional Liability Insurance

This will confirm the understanding reached during negotiations that, in the event that the following employees/Technicians are required by the Health Professional Act to carry Professional Liability Insurance, the Employer agrees to reimburse the employee upon proof of payment satisfactory to the Employer to a maximum of three hundred dollars (\$300).

RHA	Name	Position	Location	Status
EH	Barbara O'Driscoll	Laboratory and X-Ray Technician	Trepassey Clinic	PFT
CH	Clifford Gale	X-Ray Technician	Baie Verte Peninsula Health Centre	TCI
CH	Hubert Skinner	Laboratory and X-Ray Technician	Connaigre Peninsula Health Centre	PFT
CH	Sharon Parsons	Laboratory and X-Ray Technician	Dr. Hugh Twomey Health Centre	PFT
CH	Peter Shea	Laboratory and X-Ray Technician	Fogo Island Health Center	TCI
CH	Nancy Rowe	Laboratory and X-Ray Technician	Lewisporte Health Centre	PFT
WH	Faith Organ	Laboratory and X-Ray Technician	Dr. Charles L. LeGrow Health Centre	PFT
LGH	George Tucker	Laboratory And X-Ray Technician	Labrador South Health Centre	TCI
LGH	Lois Edison	Laboratory And X-Ray Technician	White Bay Health Centre	TCI
LGH	Levi Snook	Laboratory And X-Ray Technician	Labrador South Health Centre	PFT


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


 Signed on behalf of Human Resource
 Secretariat

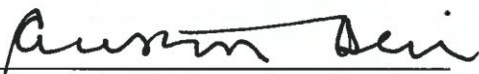

 DATE



 DATE

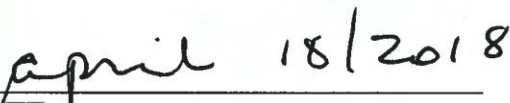
***LETTER OF UNDERSTANDING**
RE: Telephone Consultation

The parties agree to the following terms and conditions for employees who provide assistance via telephone outside of their scheduled working hours:

1. Employees who are scheduled for standby duty and receive a telephone call from a staff member, and the employee is able to provide work related assistance via telephone without having to return to the workplace, he/she shall be paid at straight time the applicable regular hourly rate in increments of thirty (30) minutes.
2. Qualifying telephone calls under this agreement must involve questions of a technical nature which cannot be resolved by staff working at the worksite.
3. There shall be no pyramiding of telephone calls. Subsequent telephone consultations within the same thirty (30) minutes will not trigger any additional payment.
4. In the event that the employee is unable to resolve the problem over the telephone and has to return to his/her place of employment, he/she shall be paid in accordance with Article 12:03 re Callback of the NAPE Laboratory and X-Ray Collective Agreement.
5. This agreement may be terminated by either party with ninety (90) days' written notice. The parties agree that consultation between the parties regarding any notice to terminate will occur within thirty (30) days of the date of the written notice.


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


 Signed on behalf of Human Resource
 Secretariat


 DATE


 DATE

***LETTER OF UNDERSTANDING**

March 31, 2018

Austin Deir
Employee Relations Officer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Deir:

RE: Classification Review and Appeal Process Under Schedule B

The parties agree that the Classification Review and Appeal Process in Schedule B 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, appearing to read 'Sarah Anthony', with a horizontal line extending from the end of the signature.

Sarah Anthony
Staff Relations Specialist
Human Resource Secretariat

MEMORANDUM OF UNDERSTANDING
RE: Agreement on Pensions

The Parties agree to the following:

1. Introduction of a formal indexing program for those pensioners and survivors who have reached age 65, as follows:
60% of the annual change in the national CPI as published by Statistics Canada (Catalogue 62-001), in the calendar year immediately preceding the anniversary date, to a maximum annual increase of 1.2%;
 - a) For those pensioners and survivors who have attained age 65 from October 1, 2002; and
 - b) For those pensioners and survivors who are not age 65, from the next anniversary date after the date they reach age 65.

Cost: 2% of salary to be shared equally by both parties.
Anniversary Date: October 1, 2002 and every October 1 thereafter.
2. Government will pay \$982 million into the Public Service Pension Plan (PSPP) with \$400 million being paid on March 15, 2007 and the remaining balance of \$582 million will be paid by June 30, 2007.
3. This memorandum of agreement will not take effect unless all participants, the Newfoundland and Labrador Association of Public and Private Employees, the Canadian Union of Public Employees, the Newfoundland and Labrador Nurses' Union, the Association of Allied Health Professionals, the Canadian Merchant Service Guild, the International Brotherhood of Electrical Workers and Her Majesty the Queen in Right of Newfoundland (represented by the Treasury Board) agree to its terms.
4. It is agreed that the payment outlined in Clause 2 above is full settlement of Government's share of the unfunded liability of the PSPP as established on December 31, 2000 and outlined section 2 of the Memorandum of Understanding – 2004, Agreement on Pensions and there shall be no further special payments.
5. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship by April 1, 2008.
6. All unions representing Public Service Pension Plan members must indicate, in writing, acceptance of this proposal.
7. For the duration of the Collective Agreement the Employer agrees to maintain the Public Service Pension Plan as an independent pension plan.

MEMORANDUM OF UNDERSTANDING
RE: 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 begin implementation on April 1, 2008. However, any wage adjustments necessary for implementation of this plan will not accrue on April 1, 2008. The total cost and the timing of any wage adjustments are to be included in negotiations to commence on Government's finalization of the new classification system.

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

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

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

MEMORANDUM OF UNDERSTANDING - 2004
RE: Health Insurance

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

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

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

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

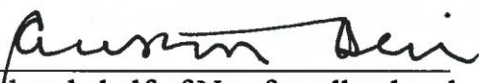
1. Employees determined to be eligible for coverage under the Desjardin Financial Security Plan shall be continued for the full twelve (12) month period commencing April 1st of each year as long as they remain actively employed and pay the required premiums.
2. Temporary employees covered under this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

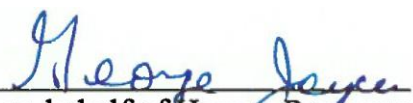
5. Premiums for employees who are off payroll for one (1) or more periods will be recovered from the next cheque unless extenuating circumstances exist. This procedure for the recovery of premiums applies only to health care groups. Existing arrangements for the recovery of premiums in other sectors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

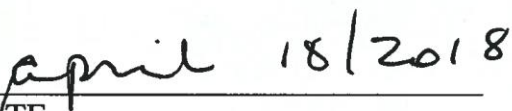
This wording reflects amendments to the eligibility guidelines only as a complete terms and policy conditions are set out in actual contracts on file with the Government of Newfoundland and Labrador, the policy holder.

***MEMORANDUM OF UNDERSTANDING**
RE: 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

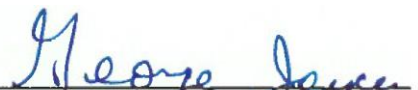

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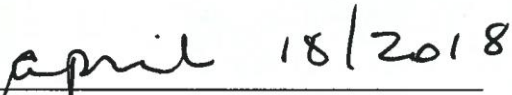

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***MEMORANDUM OF UNDERSTANDING**
RE: Attrition

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

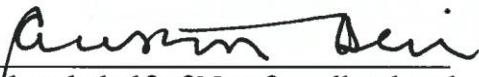

Signed on behalf of Human Resource
Secretariat

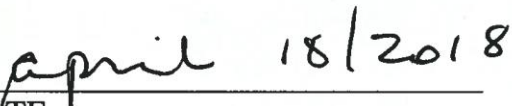

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MEMORANDUM OF UNDERSTANDING*RE: Layoffs During the term of the Collective Agreement**

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


DATE


Signed on behalf of Human Resource
Secretariat


DATE