

COLLECTIVE AGREEMENT

between

His Majesty the King in Right of Newfoundland and Labrador

and

The Newfoundland Labrador Liquor Corporation

and

**The Newfoundland and Labrador Association
of Public and Private Employees**

Date of Signing: November 1, 2022

Expires: March 31, 2026

THIS AGREEMENT made this 1st day of November, Anno Domini, Two Thousand and Twenty-two.

BETWEEN: HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND,
represented herein by the Treasury Board;

THE NEWFOUNDLAND LABRADOR LIQUOR CORPORATION, a body corporate created by the Newfoundland Labrador Liquor Corporation Act, 1973;

of the one part;

AND

THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES, a body corporate organized and existing under the laws of the Province of Newfoundland and having its Registered Office in the City of St. John's.

of the other part.

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

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ARTICLE 1 PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02 In the event that any future legislation renders null and void any provision of the Agreement, the remaining provisions shall remain in effect during the term of the Agreement.
- *1.03 For the purpose of this Agreement, the plural indicates the singular and vice versa as the context may require.

ARTICLE 2 DEFINITIONS

- 2.01 For the purpose of the Agreement:
- (a) "Association" means the Newfoundland and Labrador Association of Public and Private Employees.
 - (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 calendar day on which an employee is not ordinarily required to perform the duties of their position other than:
 - i) a designated holiday;
 - ii) a calendar day on which the employee is on leave of absence.
 - (e) "Day" means a working day unless otherwise stipulated in the 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 their existing classification to a classification carrying a lower pay range number.
 - (g) "Employee" means a person employed by the Newfoundland Labrador Liquor Corporation who is in the bargaining unit, covered by this collective agreement and who is either completing their probationary period or is employed in one of the following categories:
 - i) "Permanent Employee" means a person who has completed their probationary period and is employed on a full time basis to hold office without any reference to any specified date of termination of service.

- ii) "Part-time Employee" means a person who has completed their probationary period and 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 Corporation.
- iii) "Temporary Employee" means a person who has completed their probationary period and who is employed for a specified period or for the purpose of performing certain specified work and who may be laid off at the end of such period or upon the completion of such work.
- (h) "Employer" means the Newfoundland Labrador Liquor Corporation.
- (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 12:01 a.m. of a calendar day designated as a holiday in this Agreement.
- (k) "Lay-off" means a temporary cessation of employment due to lack of work or 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) "Permanent Head" means the President of the Newfoundland Labrador Liquor Corporation or their designated representative.
- (p) "Probationary Period" means the working period starting on the date of commencement into employment with the Employer, and shall be for the duration of five hundred and ninety-five (595) hours worked.

The Union and the Employer may mutually agree to the extension of the probationary period.

- (q) "Promotion" means an action other than reclassification resulting from the correction of a classification error which causes the movement of an employee from their existing classification to a classification giving a higher pay range number.

- (r) "Reclassification" means any change in the current classification of an existing position.
- (s) "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 in excess of twenty (20) working days in the aggregate in any working year.
- (t) "Transfer" means the movement of an employee from one position to another which does not result in promotion or demotion.
- (u) "Year" means the period extending from the first day of April to the last day of March falling in the ensuing 12 months except in such cases where such a definition would result in a distortion of the contract or where that definition would in effect be a definition of a period of less than 12 months.
- (v) "Termination" means the permanent cessation of employment of an employee because:
 - i) the employee resigns or retires;
 - ii) the employee is dismissed and not re-instated;
 - iii) the employee is laid off in excess of twenty-four (24) consecutive months.
- (w) "Union" means the Newfoundland and Labrador Association of Public and Private Employees with headquarters in St. John's, Newfoundland.
- (x) "Vacancy" means an opening which is either permanent, part-time or of a temporary nature for more than thirteen (13) weeks.

ARTICLE 3 RECOGNITION

- 3.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all classes of employees excepting special groups that are excepted by the most recent certification order issued by the Newfoundland and Labrador Labour Relations Board.
- 3.02 When new classifications are developed, the Employer agrees to notify the Association as to whether such classifications should be included in the bargaining unit.
- 3.03 If the Association disagrees with the Employer's position, then within one week from the date of the above notification, the Association shall notify the Employer of its disagreement. Should the parties be unable to agree, the matter shall be referred to the Labour Relations Board for adjudication.

ARTICLE 4 MANAGEMENT RIGHTS

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

ARTICLE 5 EMPLOYEE RIGHTS

- 5.01 Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to their Permanent Head.
- *5.02 The Employer agrees that in accordance with the provisions of the *Newfoundland and Labrador Human Rights Act*, there shall be no discrimination with respect to any matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise because of race, color, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income, and political opinion or activity in the Union.

ARTICLE 6 ASSOCIATION SECURITY

- 6.01 All employees who are members of the bargaining unit and are members of the Association at the time of the signing of this Agreement shall remain members during the term of this Agreement, provided they continue to fill bargaining unit positions.
- 6.02 All employees hired after the signing of this Agreement shall become and remain members of the Association, provided they continue to fill a bargaining unit position.
- 6.03 An employee upon employment with the Newfoundland Labrador Liquor Corporation shall be provided with information concerning:
- (a) duties and responsibilities;
 - (b) starting salary and classification;
 - (c) terms and conditions of employment.
- 6.04 When employees are temporarily assigned to positions outside the bargaining unit, they shall continue to accumulate seniority and have access to the grievance procedure for the duration of the temporary assignment.

ARTICLE 7 SHOP STEWARDS

- 7.01 The Association shall be entitled to appoint shop stewards, and the Corporation agrees to recognize the stewards as their employees' representatives in presenting grievances. There shall not be more than one steward per single shift or in a unit, provided there are at least two employees in the shift or unit.
- 7.02 Employees who serve as shop stewards shall suffer no loss in pay for the time spent in processing grievances on the Corporation's premises or in attending meetings with the Employer's representatives, but in any event, a shop steward will not absent themselves

from their department for the purpose of handling grievances without first obtaining the permission of their immediate supervisor and the permission of the aggrieved employee's supervisor. It is understood that such permission will not be unreasonably withheld.

- 7.03 No employee shall be discriminated against or suffer loss of any privileges due to membership in the Association or for accepting a position on behalf of the Association.
- 7.04 The names of all shop stewards will be forwarded to the Corporation within thirty (30) days of the signing of this Agreement. The Association will also inform the Corporation in writing of any subsequent changes to the aforementioned list of stewards. The Corporation will not be required to recognize as a steward any person whose name is not submitted under the above requirements or if such notification does not take place with regards to appointments or changes.
- 7.05 Notwithstanding Article 7.01, the Employer shall recognize one (1) additional shop steward from the unit from which the president of local 7501 is elected.

ARTICLE 8 CHECK-OFF

- 8.01 The Employer shall deduct from the wages of all employees within the bargaining unit the amount of the membership dues and forward same bi-weekly to the Union accompanied by a list of employees showing the contribution of each.
- 8.02 The Association shall inform the Employer of the amount of the authorized deductions to be made in accordance with Clause 8.01 of this Article.
- 8.03 The Union shall inform the Employer of any change in membership dues and such changes shall be implemented within two (2) calendar months of receipt of the notification or the date(s) contained in the Union's memo, whichever is later.
- 8.04 The Employer agrees to continue past practice of recording the amount of membership dues paid by an employee to the Union on their T-4 statement.

ARTICLE 9 ACCESS

- 9.01 (a) The employees shall have the right to request the assistance of an Association representative on matters arising out of this Collective Agreement. Association representatives shall, with the prior approval of the Employer, have access to the premises to provide the necessary assistance and such permission will not be unreasonably withheld. Employees shall not absent themselves from work without the prior approval of their supervisor, and such permission will not be unreasonably withheld.
- (b) For matters arising under 9.01(a), an employee shall have the right to have a Shop Steward present.

- 9.02 Meetings on the Employer's premises may only be held with the Employer's permission, and any such meetings shall not interfere with the operation of the Corporation.

ARTICLE 10 BULLETIN BOARDS

- 10.01 Suitable bulletin boards shall be placed on the premises for the posting of notices by the Association. Notices are to be restricted to announcement of Association meetings and results of Association elections. Other notices shall be subject to the approval of the Employer.

ARTICLE 11 JOINT ASSOCIATION MANAGEMENT COMMITTEE

- 11.01 There shall be a Joint Association Management Committee of not more than eight (8) persons composed of an equal number of representatives of the Corporation and representatives of the bargaining unit of the Association. 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.
- 11.02 The Association's representatives shall be elected by employees of that Association and the Employer shall be duly notified in writing as to their names.
- 11.03 The committee shall meet if and when the need arises but in any event, every month unless such meeting is cancelled by mutual consent of the Association and Corporation. Representatives of the Association on the above mentioned committee shall not suffer a loss of pay as a result of attending meetings of this committee.
- 11.04 The meetings of the committee shall be chaired by the Employer's representative and the Vice Chairman will be selected by the Association. Requests for additional meetings may be made by either party by giving seven (7) days' notice to the other and such requests shall indicate the purpose of the proposed meeting.

ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURE

- 12.01 Should a dispute arise between the Association and the Employer regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable or not, or an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute.

STEP 1: The aggrieved employee with the assistance of their shop steward or union representative shall within ten (10) calendar days after becoming aware of the occurrence of the grievance discuss the grievance with their immediate supervisor in an effort to resolve the problem. The supervisor shall give their answer orally within five (5) calendar days.

STEP 2: Failing satisfactory settlement of the grievance by the above procedure the employee may, within seven (7) calendar days, with the assistance of the shop steward, reduce the grievance to writing and submit it to their immediate supervisor. The written grievance shall state in full the nature of the alleged violation and redress requested.

STEP 3: Failing a satisfactory settlement of the grievance within seven (7) calendar days after the grievance was submitted to the employee's supervisor under Step 2, the shop steward assisted by another shop steward shall submit the grievance to the Permanent Head of the Corporation who shall meet with the employee and the stewards and may declare their decision within fifteen (15) calendar days of receipt of this grievance.

STEP 4: Failing settlement at Step 3, the Association may by giving notice in writing within ten (10) calendar days of receipt of the President's decision declare its intention to refer the grievance to arbitration.

12.02 (a) POLICY GRIEVANCE

When the Association initiates a grievance involving a question of general application or interpretation, or when a dispute involving dismissal occurs, the grievance shall be submitted at Step 3.

(b) ASSOCIATION MAY INSTITUTE GRIEVANCE

The Association 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 3.

(c) EMPLOYER GRIEVANCE

The President may initiate a grievance on behalf of the Corporation. Such a grievance may be submitted to the President of the Newfoundland and Labrador Association of Public and Private Employees, which will be considered Step 3.

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

12.04 The Employer will supply the necessary facilities for the grievance meeting.

12.05 At any of the steps, a full-time representative of the Association may be present.

12.06 The employee concerned may be present at any step if requested by either party.

12.07 The dismissal of a probationary employee for reasons of incompetence or unsuitability, as assessed by the Employer, is not subject to the grievance and arbitration procedure, but the probationary employee will have the right to the grievance procedure for alleged discrimination.

12.08 AMENDING THE TIME LIMITS

- (a) The time limits set forth in this Article may be varied by mutual consent of the parties to this Agreement.
- (b) When a grievance is processed through the mail, all correspondence shall be by registered or certified mail. The time while the mail is moving from one destination to another shall not be considered in the Grievance Procedure time limits.

12.09 COMPOSITION OF THE BOARD OF ARBITRATION

When either party desires that a grievance shall be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. Within fourteen (14) calendar days thereafter, each party shall name an arbitrator to an Arbitration Board, and notify the other party of the name and address of its appointee. If either party refuses or neglects to appoint a member to the Board of Arbitration, the Chairman of the Labour Relations Board of the Province of Newfoundland and Labrador may be requested by the other party to appoint a member. The two (2) so named shall within fourteen (14) calendar days select a third person to act as Chairman of the Board of Arbitration, but should they not do so within fourteen (14) calendar days, then either party may apply to the Chairman of the Labour Relations Board to appoint a person to be Chairman. No one 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 their appointment, acted in the capacity of solicitor, legal adviser, counselor or paid agent of either of the parties shall be appointed to act as a member of the Arbitration Board.

12.10 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 representations to it. The Board shall forth with hear and determine the difference and allegations and render a decision within twenty (20) days from the time the Chairman was appointed. The decision of a majority shall be the decision of the Board. The Board of Arbitration shall have authority to rule on only these 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 Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

12.11 EXPENSES OF THE BOARD

Each party shall pay:

- (a) The fees and expenses of the Arbitrator it appoints, or of the arbitrator appointed by the Chairman of the Labour Relations Board.

- (b) One-half (1/2) the fees and expenses of the Chairman.
- (c) One-half (1/2) the expenses of the Arbitration Board for clerical assistance, supplies, and rent of a place to meet.

12.12 WITNESSES

At any stage of the Grievance and Arbitration Procedure parties may have the assistance of the aggrieved employee as a witness and any other witnesses. Bargaining unit members who are witnesses shall not lose any pay or benefits while involved with the Grievance or Arbitration Procedure. All reasonable arrangements will 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.

12.13 GRIEVANCE AND ARBITRATION PROCEDURES

The shop steward or a representative of the Union and/or the grievor shall not suffer any loss of pay or accumulative benefits for any time lost in attending grievance meetings with management representatives and/or attending the actual arbitration hearing(s). However, such an employee shall not leave their regular duties for the purpose of attending such meetings without first obtaining permission from their immediate supervisor. The employee shall notify their immediate supervisor when returning to duty.

- 12.14 Notwithstanding any other provisions of this Article, the parties may mutually agree to the substitution of a single arbitrator for an arbitration board, in which event, the foregoing provisions of this Article shall apply equally to a single arbitrator when reference is made to an arbitration board.

12.15 TECHNICAL OBJECTIONS TO GRIEVANCES

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

ARTICLE 13 HOURS OF WORK

- 13.01 (a) The normal work day shall be seven (7) hours per day excluding meal breaks. The work week will be an average of seventy (70) hours over the course of a two week period.
- (b) Any changes in the schedule of hours of work for employees shall be prominently displayed at least one (1) week in advance.
- (c) The Corporation reserves the right to alter employees' hours of work to accommodate any change to meet public demand.

- (d) Part-time employees will be given a written schedule for hours of work in the store to which they are assigned. Part-time employees will be advised of any reduction in their regular schedule at least two weeks in advance. The Corporation will not schedule a part-time employee for a shift which is less than three hours.
- 13.02 Subject to Clause 13.01, the employees' normal hours of work shall be as follows: Corporate Office hours of work shall be 8:30 a.m. to 4:30 p.m., Monday to Friday. Warehouse and Bottling Plant regular hours of work shall be 8:30a.m. to 4:00p.m., Monday to Friday.
- 13.03 When a store is officially closed by the Permanent Head or their designate for natural causes, an employee shall not suffer any loss of pay or other benefits, exclusive of overtime, that they would have been entitled to had they worked on that day.
- *13.04 (a) There shall be one fifteen (15) minute break during the shift.
- *(b) For the normal work day as defined in 13.01(a), Corporate Office, Warehouse, Blending and the Branches shall receive a rest period of fifteen (15) consecutive minutes in the first half of a normal work day and fifteen (15) consecutive minutes in the second half of a normal work day.
- 13.05 There shall be a one half (1/2) hour meal period for Warehouse and Blending. There shall be a one (1) hour meal period in Corporate Office and the Branches.
- 13.06 Full-time employees shall be normally scheduled to have two (2) consecutive days off per week.
- 13.07 There shall be no split shifts for permanent full-time employees.
- 13.08 Provided sufficient advance notice is given, and with approval of the Store Manager, employees within the same classification and same store may exchange shifts conditional upon no increase in cost to the Employer.
- 13.09 Subject to 19.13(b) where there is more than one part-time employee in a store any additional hours of work which become available and do not constitute a vacancy will be offered to the senior part-time employee in the store until that employee reaches full-time hours. Other part-time employees in the store will be offered available hours in order of seniority. Part-time employees will advise the Employer in writing of their desire to work additional hours up to full-time equivalent hours quarterly (January 1st, April 1st, July 1st and October 1st). A part-time employee who advises the Employer of their desire to work additional shifts and subsequently refuses or is unavailable for additional shifts twice will not be contacted for future shifts in the quarter.
- 13.10 Part-time and temporary employees shall receive the wages and benefits specified in this agreement on a pro-rata basis according to their hours of work.

- 13.11 (a) Effective the date of signing, other than employees whose shifts begin and end between the hours of 0800 and 1700, employees shall be paid a shift differential of two dollars and thirty cents (\$2.30) per hour for each hour worked between 1600 and 0800 hours:
- (b) Effective the date of signing, a Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 hours Saturday and 2400 hours Sunday.
- (c) If an employee qualifies for both differentials under (a) and (b) above, they shall receive both.

ARTICLE 14 OVERTIME

- 14.01 All overtime shall be authorized and scheduled by the Employer.
- 14.02 When an employee is required to work in excess of seven (7) regular hours per day or an average of seventy (70) hours over a two week period, the employee shall be paid overtime computed as follows:
- (a) An employee's regular hourly rate shall be calculated by dividing their annual salary by 1820.
- (b) Time and one-half (1 1/2) for those hours worked in excess of seven (7) regular hours per day and or an average of seventy (70) hours over a two week period.
- (c) Overtime will be calculated to the nearest one-half (1/2) hour exclusive of the first fifteen (15) minutes after the store closing hours.
- 14.03 The Corporation agrees to make every effort to assure equal distribution of overtime among reasonably available, qualified employees within a branch or department, starting in order of seniority of permanent employees. In the event that permanent employees do not accept the overtime then the Corporation will make every effort to equally distribute overtime to the part-time and then temporary employees currently working in the branch or department, starting in order of seniority in each group. The Corporation reserves the right to require employees to work overtime if insufficient employees accept overtime using the system outlined. The Corporation will make available to the appropriate shop steward the information regarding overtime as outlined in the letter attached to the agreement.
- 14.04 The Corporation will notify employees of overtime by lunch break for that date; however, the Corporation reserves the right to require employees to work emergency overtime should an emergency arise after the lunch break and it is deemed necessary that this work be completed on that day.
- 14.05 The Corporation may, upon the request of the employee, grant time off in lieu of compensation for any overtime worked. Such time off shall be granted at the rates prescribed in Clause 14.02(b).

- 14.06 Where it is anticipated that an employee will be working three or more consecutive hours at the end of their regularly scheduled shift, the employer will provide a fifteen (15) minute rest period to be scheduled by the employer. Further fifteen (15) minute rest periods will be provided at the frequency of one every three hours should work continue beyond the initial three hours.

ARTICLE 15 STANDBY

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

<u>Effective Date</u>	<u>Rate</u>
November 18, 2013	\$20.40 per shift

- (b) When standby is required on a statutory holiday, the rate of compensation shall be as follows for each eight (8) hour shift on standby:

<u>Effective Date</u>	<u>Rate</u>
November 18, 2013	\$22.60 per shift

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

ARTICLE 16 CALLBACK

- 16.01 An employee who has left their place of work and is recalled shall be paid a minimum of three (3) hours at the overtime rate. The callback provision will not apply to scheduled overtime.
- 16.02 When an employee is recalled to work under the conditions described in said Callback Clause, they shall be paid the cost of transportation to and from their place of work for each callback at the appropriate kilometer rate.

ARTICLE 17 TEMPORARY ASSIGNMENT

- 17.01 When an employee is required, in writing, by the Employer to perform the duties and responsibilities in a position which is classified as being higher than the employee's own classification, they shall be reimbursed for the entire period of the temporary assignment, provided they have occupied the higher position for a period of at least one (1) day, at a rate in the higher classification which will yield an increase of not less than five percent (5%) provided that the rate does not exceed the maximum of the salary scale of the higher position.

- 17.02 An employee who is temporarily assigned to a position for which a lower rate of salary is paid shall not receive any reduction in pay by reason thereof.
- 17.03 When the employee returns to their position from a temporary assignment, they will be returned to their former salary with any adjustments made for salary increases in the interim.
- 17.04 An employee who is temporarily assigned outside the bargaining unit may return to the bargaining unit subject to giving the Employer one (1) week notice.
- 17.05 When a sales clerk is left in charge of a store for one (1) day or more, effective on the date of signing of this agreement, they shall receive temporary assignment pay as outlined in Clause 17.01.
- 17.06 All time worked by an employee on a temporary assignment basis subsequent to the signing of this collective agreement in a management classification shall be accumulated and count for step progression purposes on the management pay scale for future temporary assignments or promotions.
- *17.07 If a bargaining unit employee is temporarily assigned to a management position in excess of twenty-four (24) months in any thirty-six (36) month period, they shall lose their right to return to the bargaining unit.

ARTICLE 18

SENIORITY

- 18.01 (a) The seniority of permanent employees shall date from their last date of entry into employment with the Employer. When two (2) or more persons are employed on the same date, the seniority shall be established by the drawing of a number. A break in service shall not occur because of taking annual leave, sick leave, or other authorized paid or unpaid leave. Permanent employees shall have super-seniority over part-time and temporary employees
- (b) The seniority of part-time employees shall date from their last date of entry into employment with the Employer. When two (2) or more persons are employed on the same date, the seniority shall be established by the drawing of a number. A break in service shall not occur because of taking of annual leave, sick leave, or other authorized paid or unpaid leave. Part-time employees shall have super-seniority over temporary employees.
- (c) The seniority of temporary employees shall not be recognized until completion of the probationary period of five-hundred and ninety-five (595) hours worked. Upon completion of the probationary period, seniority for temporary employees shall date from the last entry into employment with the Employer. When two (2) or more persons are employed on the same date, the seniority shall be established by the drawing of a number.

- 18.02 Seniority rosters for permanent, part-time and temporary employees showing names, classifications, and seniority dates will be posted in a place accessible to all employees.
- 18.03 Employees shall have the right to protest any date appearing on the rosters within thirty (30) days of such posting. Upon presentation by an employee or the Association of proof, such errors shall be corrected. Any date not protested within the thirty (30) day protest period shall be considered to be permanently established. The roster shall be revised in April and October of each year and so posted. A thirty (30) day protest period shall be allowed following each posting. Only dates at variance with the previous lists or new dates entered since the last posting may be protested. Established seniority shall be subject to forfeiture by any employee if the employee resigns or is discharged for just cause.
- 18.04 SENIORITY ON LAYOFF AND RECALL

(a) Layoff of Permanent Employee

In the event the Employer determines a layoff is required of permanent employees within a branch (store) or department, the following procedure will apply:

- (1) The junior permanent employee(s) in a classification affected by the layoff, in a branch or department, may displace the junior employee(s) in a classification within the branch or department. If an employee cannot displace an employee in their own branch or department, they can displace the junior employee in a classification in the Region. Employees who wish to displace an employee in another classification upon layoff shall be given preference on a seniority basis for displacement purposes, provided the employee's qualifications meet the required standards for the position.
- (2) For the purpose of Clauses 18.04(a)-(d), Regions shall be defined as follows:
 - Region 1 - St. John's/Mt. Pearl
 - Region 2 - Remainder of Corporation's Eastern Region
 - Region 3 - Corporation's Central Region
 - Region 4 - Corporation's Western Region (except Labrador)
 - Region 5 - Labrador City and Happy Valley/Goose Bay
- (3) Where more than one employee is to be laid off in branch or sub-department, the senior employee of those to be laid off shall have the first choice of displacement.
- (4) Permanent employees may displace permanent, part-time or temporary employees.

(b) Recall of Permanent Employees

- (1) In the event of recall, because of a vacancy in a classification of those employees who displaced others in lieu of layoff under 18.04(a), those employees who displaced others shall be recalled to their former positions in their branch or department.
- (2) Those employees who are actually laid off under 18.04(a) shall have the first recall rights to the position(s) made vacant by moves under 18.04(b)(1).

(c) Layoff of Part-Time Employees

For the purpose of this paragraph, layoff includes a reduction in the regularly scheduled hours of work. In the event the Employer determines a layoff of part-time employees is required within a branch (store) or department, the following procedure shall apply:

- (1) The junior part-time employee(s) in a classification affected by the layoff, in a branch or department, may displace the junior employee(s) in a classification within the branch or department. If an employee cannot displace an employee in their own branch or department, they can displace the junior employee in the Region. Employees who wish to displace an employee in another classification upon layoff shall be given preference on a seniority basis for displacement purposes, provided the employee's qualifications meet the required standards for the position.
- (2) Where more than one part-time employee is to be laid off in a branch or department, the senior employee of those to be laid off shall have the first choice of displacement.
- (3) Part-time employees may displace part-time or temporary employees.

(d) Recall of Part-time Employees

- (1) In the event of recall, because of a vacancy in a classification of those employees who displaced others in lieu of layoff under 18.04(c), those employees who displaced others shall be recalled to their former positions in their branch or department.
- (2) Those employees who are actually laid off under 18.04(c) shall have first recall rights to the position(s) made vacant by moves under 18.04(d)(1).

(e) Layoff and Recall of Temporary Employees

- (1) Temporary employees will be laid off and recalled on the basis of seniority within the region or department, provided employees retained in accordance with this procedure are qualified to do the work required.

- (2) For the purpose of this clause, there shall be four departments, namely, Corporate Office, property, warehouse and bottling plant.
- (3) For the purpose of this clause, St. John's/Mount Pearl shall be one region, Comer Brook shall be another region, Bay Roberts/Carbonear shall be another region and every other store shall be a region to itself.

18.05 Total seniority shall be carried to any change in classification.

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

- (a) The employee is dismissed and not re-instated
- (b) The employee resigns or retires
- (c) The employee refuses recall to a position with the bargaining unit
- (d) The employee is laid off for a period in excess of twenty-four (24) months

ARTICLE 19 POSTING OF VACANCIES

19.01 JOB POSTINGS

Where the Employer determines that a vacancy, either inside or outside the bargaining unit, is to be filled, the Employer shall post notices of the position in accessible places in the Employer's premises for a period of not less than seven (7) calendar days. Copies of all postings are to be supplied concurrently to the Local Secretary and Local President. When a vacancy occurs in a permanent or part-time position, the Employer will use its best efforts to ensure that the vacancy is posted within two (2) weeks of the determination that it will be filled. For permanent and part-time vacancy competitions in which interviews, testing or additional information is not required, the Employer will use its best efforts to commence making offers of employment in accordance with Clause 19.04, within four (4) weeks of the closing date of the competition.

19.02 Job posting shall contain the following information:

- (a) the classification title and where applicable and required, the organizational title;
- (b) pay scale level for bargaining unit positions;
- (c) required qualifications;
- (d) geographic location of the position;
- (e) closing date;
- (f) this position is open to both male and female.

The Corporation will not establish qualifications for positions in an arbitrary or discriminatory manner.

19.03 PROCEDURE FOR FILLING VACANCIES

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

19.04 ROLE OF SENIORITY IN PROMOTIONS AND TRANSFERS

Both parties recognize that the opportunity for promotion within the service of the Employer should increase with the length of service.

Therefore, 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.

For the purpose of this clause, seniority will be ranked in the following order for all job competitions involving vacancies in the Store Operations department:

- (1) Permanent
- (2) Part-time
- (3) Temporary

For job competitions in all other departments or departments, notwithstanding clause 18.01, seniority shall be ranked as follows:

- (1) Permanent
- (2) Part-time and temporary (one combined list).

19.05 TRIAL PERIOD

The successful applicant shall be placed on trial for a period of two hundred and eighty (280) worked hours. Conditional on satisfactory service, the employer shall confirm the employee's appointment after the period of two hundred and eighty (280) worked hours. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

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

- 19.07 The rate of pay of an employee voluntarily demoted shall be established at a point on the new pay range which does not exceed their existing rate. If their existing rate falls between two steps on the new pay range, it shall be adjusted to the lower step, and if their existing rate exceeds the maximum for the new pay range, it shall be reduced to the maximum
- 19.08 The rate of pay of an employee involuntarily demoted, for other than disciplinary reasons, or for other than incompetence or unsuitability, shall be established at a point on the new scale which is equivalent to their existing rate. If their existing rate falls between two steps, it shall be adjusted to the higher rate. If their existing rate is above the maximum for the new pay range, the existing rate shall be "red- circled".
- 19.09 An employee who receives an interview for a vacancy within the bargaining unit will be granted time off to attend the interview and will also be reimbursed for travel expenses necessarily incurred in attending the interview. Expenses will be paid in accordance with rates detailed in Clause 29.01 and 29.02.

19.10 PROMOTIONS REQUIRING HIGHER QUALIFICATION

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for such qualifications prior to filling of a vacancy, and indicates so in their application. Such employee will be given an opportunity to qualify within a reasonable length of time not exceeding two hundred and eighty (280) hours and to revert to their former position if the required qualifications are not met within such time.

19.11 NOTIFICATION OF SUCCESSFUL APPLICANT

Upon written request, an unsuccessful applicant for a job vacancy will be informed in writing of the reason why they were unsuccessful and/or the name and classification of the successful applicant.

- 19.12 Notwithstanding the posting requirements of this Article, and where the parties mutually agree, employees who have been injured on the job and are subsequently deemed by the Workplace Health, Safety and Compensation Commission to be unable to return to their pre-injury employment, may be placed in vacancies, provided they are qualified and able to perform duties required. If an employee is reassessed at a later date, they shall return to their pre-injury employment, if cleared by their doctor, and the vacancy they filled will be posted at that time.

- 19.13 (a) Notwithstanding the provisions of clause 19.04 and subject to the approval of the Employer, a permanent or part-time employee who applies for and is accepted for a temporary vacancy may revert to their former position upon completion of the temporary work without loss of benefits. The Employer shall notify the employee of its decision before the permanent or part-time employee commences the temporary work and such approval shall not be unreasonably denied. Employees who are successful in obtaining a permanent position will not be permitted to avail of the provisions of this article to obtain another permanent or temporary position of the same classification for a period of twelve (12) months from their date of appointment to their

permanent position. Employees who successfully obtain a part-time position will not be permitted to avail of the provisions of this Clause to obtain another part-time or temporary position of the same classification for a period of twelve (12) months from their date of appointment to their part-time position unless it results in an increase in the employee's minimum guaranteed hours.

- (b) When a part-time employee is successful in obtaining a posted temporary position in another work location under 19.13(a) the employee who is successful accepts that position on the hours that were posted for the position and is not entitled to use their seniority as a part-timer to avail of additional hours in preference to the part-time employees regularly assigned to that store.

ARTICLE 20 TRANSFERS

- 20.01 From time to time it may become necessary for the Corporation to transfer employees from one location to another on either a temporary or a permanent basis. The present practice with regard to permanent transfer will continue for the duration of this Agreement.
- 20.02 It is agreed that employees may mutually agree to inter-store transfer for personal reasons, but only after approval by both store managers.

ARTICLE 21 HOLIDAYS

- *21.01 Effective April 1, 2009, employees shall receive seven (7) hours pay for each of the following designated paid holidays:
 - (a) New Year's Day
 - (b) Good Friday
 - (c) Commonwealth Day
 - (d) Memorial Day (Canada Day)
 - (e) Labour Day
 - (f) Thanksgiving Day
 - (g) Armistice Day
 - (h) Christmas Day
 - (i) Boxing Day
 - (j) One additional day in each year that, in the opinion of the Permanent Head, is recognized to be a civic holiday in the area in which the employee is employed. If no civic holiday is provided, the employee shall be granted an additional day at a time to be determined by the Permanent Head.
 - *(k) Should any new statutory holiday be proclaimed by the Provincial authorities, it shall be added to the above list and granted to employees within the scope of this Agreement.
- 21.02 Subject to Clause 21.01 part-time employees will receive payment for a paid holiday in accordance with this Article on a pro-rata basis according to their hours of work.

21.03 COMPENSATION FOR WORK ON A HOLIDAY

When an employee is required to work on a holiday, they shall be compensated, in addition to holiday pay, at the rate of one and one-half (1 1/2) times their regular hourly rate for all hours worked on that day.

21.04 HOLIDAY FALLING ON A DAY OF REST

(a) When a calendar day designated as a holiday under Clause 21.01 coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a later date approved by the Permanent Head. If such time off is not granted within one (1) month of the scheduled holiday, the employee shall receive pay at the applicable rate of pay.

(b) When a holiday falls on an employee's day of rest and they are required to work on such a holiday, they shall receive two (2) hours pay for each hour worked on that day in addition to their holiday pay. The employee may request time off in lieu of overtime payment provided that such time off must be granted on the basis of two (2) hours off for each hour worked within one (1) month of incurring the overtime. If such time off cannot be given within one (1) month and at the convenience of the employee, they shall be paid at the applicable rate.

21.05 Temporary employees will receive a paid holiday if they work their scheduled shift proceeding and after the paid holiday. The amount to be paid shall be prorated over the total shifts worked in the previous 21 days prior to the paid holiday, to a maximum of seven hours.

*21.06 Statutory Holiday Replacement

An employee may designate replacement statutory holiday(s) per the conditions outlined in Letter of Understanding re. Statutory Holiday Replacement.

**ARTICLE 22
COMPASSIONATE LEAVE**

*22.01 Subject to Clause 22.02, an employee shall be entitled to bereavement leave with pay as follows:

*(a) In the case of the death of an employee's parents, siblings, child(ren), spouse, legal guardian, common-law spouse, children of common-law spouse, grandparents, grandchild, children-in-law, parents-in-law, or near relative living in the same household, three (3) consecutive days; and

*(b) In the case of their siblings-in-law, one (1) day.

22.02 If the death of a relative referred to in Clause 22.01(a) occurs off the Island for employees residing on the Island, or outside of Labrador for employees residing in Labrador, the employees may be granted leave with pay in addition to that provided in 22.01 not exceeding one (1) day for the purpose of attending the funeral.

- 22.03 Subject to the approval of the President, special leave with pay not exceeding thirty five (35) hours may be granted in special circumstances for reasons other than those referred to in Clause 22.01 and 22.02. Such leave may only be granted in accordance with this clause where there it has been demonstrated the employee has no other form of compensable leave available
- 22.04 If an employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.
- 22.05 Part-time and temporary employees shall be granted leave in accordance with this Article on a pro-rata basis according to their hours of work.

ARTICLE 23 ANNUAL LEAVE

- 23.01 The maximum annual leave which an employee shall be eligible for in any year shall be as follows:
- (a) One and fifty-eight one-hundredths (1.58) days for each month of service which the employee has had in the year concerned up to a maximum of nineteen (19) days provided:
 - i) No annual leave may be taken by an employee until they have had not less than sixty (60) days of service prior to taking leave.
 - ii) When an employee has had not less than sixty (60) days of service, they may anticipate annual leave to the end of the period of their authorized employment or the end of the year concerned, whichever is the shorter period.
 - (b) An employee shall be eligible for annual leave at the rate of two (2) days for each month of service up to a maximum of twenty-four (24) working days when the employee has completed one hundred and twenty (120) months of service.
 - (c) An employee shall be eligible for annual leave at the rate of two and forty-one one-hundredths (2.41) days for each month of service up to a maximum of twenty-nine (29) working days when the employee has completed three hundred (300) months of service.
 - (d) Regularly scheduled part-time employees shall be entitled to annual leave on a pro-rata basis.
 - (e) For the purpose of eligibility for earning annual leave at the rates specified in (b) and (c) periods of temporary employment shall be credited on the basis of the accumulation of hours equivalent to those in month of service for permanent employees.

- 23.02 For the purpose of this Article, an employee who is paid full salary or wages in respect of not less than eleven (11) working days in the first or last calendar month of their service shall, in each case, be deemed to have had a month of service.
- 23.03 Annual leave shall not be taken except with the prior approval of the Permanent Head or their designate.
- 23.04 Subject to Clause 23.13, annual leave schedules shall, when agreed upon between the Employer and employee be subject to change only in the event of an emergency or by mutual consent between the employee and the Permanent Head.
- 23.05 In respect of leave which may be carried forward, the following shall apply:
- (a) An employee may carry forward to another year any proportion of annual leave not taken by them in previous years until, by doing so, they have accumulated a maximum of one hundred and forty (140) hours of annual leave excluding current annual leave. However, consideration will be given to allowing employees to carry forward more than the aforementioned maximum where such employees were prevented from taking annual leave as a result of being on extended sick leave or Workers' Compensation benefits.
 - (b) Subject to Clauses 23.03 and 23.04, the annual leave accumulated by an employee pursuant to sub-clause (a) thereof, may be taken by them at any time in addition to their current annual leave.
- 23.06 (a) An employee who qualified for any sick leave under Article 24 while on vacation, may change the status of their leave to sick leave effective the date of notification to the Employer, provided that the employee submits a medical certificate(s) signed by a qualified medical practitioner and acceptable to the Corporation. Such certificate(s) shall be submitted:
- i) by the date that the employee's approved annual leave period expires;
 - ii) where the period of illness is to extend beyond the expiration of the approved annual leave period, at such intervals as the Corporation may require.
- (b) In the case of any employee who is admitted to hospital while on annual leave, they may change the status of their leave to sick leave with effect from the date they were admitted to hospital.
- 23.07 Subject to 23.02, in an incomplete year before resignation or retirement, an employee may receive a proportionate part of their annual leave for that year in full days on the basis of complete calendar months.
- 23.08 For the purpose of this Article, employees who are reappointed to a position in the Corporation after layoff or termination may have service prior to layoff or termination credited to them provided that such prior service is pensionable in accordance with existing legislation.

- 23.09 Subject to Clause 23.03, 23.04 and 23.13, an employee may take their vacation either in part or in whole at any period of the year at their discretion.
- 23.10 Periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for annual leave purposes and the employee's period of service shall be noted accordingly.
- 23.11 An employee shall be paid their vacation pay on the last day prior to the start of their vacation if they so request, provided that notice is given one (1) full pay period before that pay is required, and provided the vacation pay is a minimum of one (1) complete pay.
- 23.12 (a) Subject to clauses 23.03 and 23.04, vacation schedules shall be posted by May 1st. of each year.
- (b) Employees in a department, on consultation with their supervisor, shall determine the method of selecting dates. In the event that all employees do not agree with the method for preference of vacation, it shall be regulated on the basis of seniority up to the total of their current year's annual leave entitlement.
- 23.13 (a) At April 1st of each year, temporary employees who have completed their probationary period and are not enrolled in the Public Service Pension Plan, shall be given an option with respect to annual leave as follows:
- (i) To receive payment for annual leave on their bi-weekly pay cheque throughout their period of employment; or
- (ii) To earn annual leave credits on a pro-rata basis.
- If the employee fails to notify the Employer of a choice, option (i) will be assumed. Employees will not be permitted to receive pay for annual leave credits earned under (ii) unless they terminate employment.
- (b) Probationary temporary employees will receive payment for annual leave as per 23.13(a)(i) and temporary employees who are members of the Public Service Pension Plan will receive annual leave credits as per 23.13(a)(ii).
- 23.14 Part-time and temporary employees who have accumulated annual leave shall be entitled to receive annual leave based upon seven (7) hours per day.

ARTICLE 24

SICK LEAVE

It is agreed that sick leave is not to be used for any other purpose and that to use sick leave for other than bonafide illness or accident may result in disciplinary action.

- 24.01 (a) The number of days of sick leave with full pay which may be awarded to an employee at any time shall not exceed the figure obtained by multiplying their total months of service by two (2) and subtracting from this the number of working days of sick leave previously awarded to them provided that the maximum number of working days of sick leave with full pay which may be awarded to an employee during any

period of two hundred and forty (240) months of service shall not exceed four hundred and eighty (480) days in the aggregate.

- (b) Notwithstanding Clause 24.01(a), the number of days of sick leave with full pay which may be awarded to an employee hired after May 4, 2004, at any time shall not exceed the figure obtained by multiplying their total months of service by one (1) and subtracting from this the number of working days of sick leave previously awarded to them provided that the maximum number of working days of sick leave with full pay which may be awarded to an employee during any period of two hundred and forty (240) months of service shall not exceed two-hundred and forty (240) days in the aggregate.

24.02 For the purpose of Clause 24.01, an employee who received full salary or wages in respect of not less than eleven (11) working days in the first calendar month of their service, computed in full or half days shall, in each case, be deemed to have had a month of service.

24.03 Subject to Clauses 24.01 and 24.06, an employee may anticipate such leave to the end of the period of their authorized employment or to the end of the year concerned, whichever is the shorter period.

24.04 Subject to Clause 24.05 and 24.06 when an employee has reached the maximum of sick leave which may be awarded to them in accordance with this Article they shall, if they are still unfit to return to duty, proceed on annual leave (including current, accumulated and accrued leave) if they are eligible to receive such leave or if not, on special leave without pay.

24.05 Subject to Clause 24.06, before sick leave with full pay is awarded to an employee or at any time when an employee is on such leave with full pay, they may be required by the Human Resources Department to undergo a medical examination. If it appears from such, in the opinion of a medical doctor that it is unlikely that the employee will be able to return to duty after the expiration of their accumulated sick leave, the employee may be retired effective when their accumulated sick leave has expired or at retirement age, and paid such Pension Award as they may be eligible to receive.

24.06 Sick leave with full pay in excess of twenty-one (21) consecutive working hours at any one time or forty-two (42) working hours in the aggregate in any year shall not be awarded to any employee unless they have submitted in respect thereof a medical certificate satisfactory to the Human Resources Department.

*24.07 Sick Note – Proof of Illness

There may be cases where an employee has an ongoing medical condition where they foresee a use of sick days beyond the number of days allowed before a medical certificate is required. In an effort to minimize the number of medical certificates required, employees with an ongoing medical condition are permitted to submit a medical certificate at the beginning of each calendar year outlining that they have an ongoing medical condition to the Employer. If the employer is satisfied with the medical certificate, then the employee does not have to provide a medical certificate for each subsequent day of illness for the remainder of the calendar year.

- 24.08 Periods of special leave without pay in excess of twenty (20) working days in the aggregate in any year shall not be reckoned for sick leave purposes and the employee's record of service shall be noted accordingly.
- 24.09 A temporary employee shall not receive sick leave if the employee refuses recall from layoff due to illness. Sick leave may only be awarded to a temporary employee who commences work and subsequently qualifies for sick leave under this Article.
- 24.10 An employee who is absent from work without prior approval shall communicate daily, unless otherwise directed, the reason for their absence to a management official at their place of work, as soon as practical but in any event no later than within the time limits set out below:
- (a) at least one (1) hour prior to the commencement of their shift; or
 - (b) in the event a store is not open, within one (1) hour prior to the store opening

ARTICLE 25

MATERNITY/ADOPTION/PARENTAL LEAVE

- *25.01 (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
- *(b) An employee is entitled to a maximum of seventy-eight (78) weeks leave under this Article. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- 25.02 The Permanent Head reserves the right to require an employee to commence maternity leave prior to the time specified in Clause 25.01 if the state of their health becomes incompatible with the requirements of their job.
- 25.03 (a) An employee may return to duty after giving their Permanent Head two (2) weeks' notice of their intention to do so.
- (b) The employee shall resume their former position and salary upon return from leave, with no loss of accrued benefits
- *25.04 *(a) Periods of leave up to seventy-eight (78) weeks shall count for seniority purposes, annual leave, sick leave, and step progression. Employees who avail of seventy-eight (78) weeks of unpaid parental leave will be entitled to service for annual leave entitlement, annual leave accrual, sick leave accrual and step progression for a total of seventy-eight (78) weeks. The Employer will also pay 50% of the group insurance premiums for seventy-eight (78) weeks for those employees who opt to remain in the group insurance plan.

- *(b) Employees on leave will have the option of continuing to pay their portion of the Group Insurance Plan premiums to a maximum of seventy-eight (78) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- 25.05 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.
- 25.06 While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through the Human Resources Department.

ARTICLE 26

SPECIAL LEAVE AND GENERAL LEAVE

- 26.01
 - (a) With the prior approval of the Employer, special leave with pay may be awarded to an employee to enable them to participate in courses of training directly related to their job either within or outside the Province. The Corporation shall pay for tuition fees and books required for such courses.
 - (b) Subject to operational requirements and availability of qualified replacement staff, a permanent, part-time or temporary employee with at least two years of service shall be granted unpaid educational leave of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority.
- 26.02 Special leave with pay shall not be awarded to an employee other than as prescribed in Clause 26.01 and if leave is required for other purposes, the employee concerned may, with the approval of their supervisor, draw upon their current, accumulated or accrued leave, or if they have not such leave upon which to draw, proceed upon special leave without pay.
- 26.03 With the approval of the Permanent Head, special leave without pay may be granted in exceptional circumstances to an employee provided that the employee has no current, accrued, or accumulated leave available to them.
- 26.04 In the event that an employee is, with approval of the Lieutenant-Governor in Council, seconded for duty outside the Corporation, the period of their secondment shall be deemed to be service within the meaning and intent of this Agreement

ARTICLE 27

UNPAID LEAVE AND EXTENDED UNPAID LEAVE

- 27.01
 - (a) Upon written request, a permanent or part-time employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled to up to a maximum of twelve (12) months unpaid leave for each two (2) years of service with

the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave employees shall continue to accumulate service for seniority purposes only. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks.

- (b) Subject to operational requirements and availability of qualified replacement staff, where required, employees are entitled to one (1) month of unpaid leave while maintaining service credits for seniority purposes. The month of unpaid leave does not necessarily have to be taken consecutively, but cannot be taken in increments of less than two (2) days at a time.

ARTICLE 28

TIME OFF FOR ASSOCIATION BUSINESS

28.01 Upon written request by the Association to the Permanent Head and with the approval in writing of the Permanent Head, leave with pay shall be awarded to an employee as follows, provided reasonable notice is given:

- (a) In the case of an employee who is a member of the Provincial Board of Directors of the Association or an elected delegate of a recognized unit of the Association and who is required to attend the Biennial Convention of the Association, the Newfoundland and Labrador Federation of Labour and Component Conventions within the Province, leave with pay not exceeding three (3) days in any year for each of the above Conventions except that where a Component Convention and the Biennial Convention are held in the same year, leave with pay not exceeding two (2) days may be awarded for the purpose of attending the Component Convention.
- (b) In the case of an employee who is a member of the Provincial Board of Directors of the Association and who is required to attend meetings of the Association within the Province, leave with pay not exceeding three (3) days in any year.
- (c) In the case of an employee who is a member of the Provincial Executive of the Association and who is required to attend meetings of the Association within the Province, leave with pay not exceeding (3) days in any year.
- (d) In the case of employees who are members of the Provincial Board of Directors of the Association or delegated representatives who may wish to attend meetings of the Canadian Labour Congress or the National Union of Provincial Government Employees, leave with pay not exceeding five (5) person days in any one year. The Permanent Head may grant additional leave without pay for this purpose.
- (e) There will be one (1) additional day travel time per year for Board Members residing in Labrador.
- (f) The Employer may grant, on written request, leave of absence without pay for a period of one (1) year, for an employee selected for a full-time position with the union, without loss of accrued benefits. The period of leave of absence may be renewed upon

request. Employees may not accrue any benefits, other than seniority, during such period of absence.

- 28.02 With the approval of the Permanent Head, leave with pay shall be awarded to employees who are members of negotiating committees while they are attending actual negotiating sessions on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit. The Association shall notify the Permanent Head of the employees affected prior to the commencement of negotiations and employees shall in all instances give prior notice of absences from work to their immediate supervisors and such notice shall be given as far in advance as possible.
- 28.03 With the prior written approval of the Permanent Head, special leave with pay not exceeding (1) day in each year, shall be awarded to Shop Stewards for the purpose of attending educational seminars.

ARTICLE 29 TRAVEL ALLOWANCE

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

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

- 29.02 The terms and conditions under which the allowance prescribed in this Article shall be paid are in accordance with the rules prescribed by the Government of Newfoundland and Labrador.
- 29.04 If, after an employee has reported for duty at their regular place of work, they are required by the Employer to report to another place of work, the taxi fare, or mileage allowance to that place of work will be paid by the Employer.

ARTICLE 30 SALARIES

- 30.01 The salary scales and implementation formula set out in Schedule A will become effective from the date specified in this Schedule.

ARTICLE 31 PAY TIMES

- 31.01 It is agreed that the employer will issue payment every two (2) weeks. Such payment shall include regular hours and overtime with a statement covering hours of overtime worked and

the amount of pay for such overtime worked. However, effective April 1, 2008, all those employees currently paid by direct deposit will continue to be paid by direct deposit and all new employees shall be paid by direct deposit.

ARTICLE 32 LABRADOR BENEFITS

32.01 The benefits outlined in Schedule B shall apply to employees employed in Labrador.

ARTICLE 33 GROUP INSURANCE

33.01 The Group Insurance Plan presently in effect shall remain in effect during the term of this Agreement.

33.02 The Employer will pay fifty percent (50%) of the premiums of the Insurance Plan and the employees will pay fifty percent (50%).

33.03 Permanent employees shall have the right to continue coverage during layoff through direct payments of one hundred percent (100%) of the premiums of the Insurance Plan.

*33.04 The Employer agrees to pay its share of the Group Insurance premiums on behalf of employees on maternity leave for a maximum of seventy-eight (78) weeks.

ARTICLE 34 WORKERS' COMPENSATION

34.01 (a) All employees shall be covered by the *Workplace, Health, Safety and Compensation Act*.

(b) An employee who is unable to perform their duties because of a personal injury received in the performance of their duties shall report the matter to their Supervisor and submit an account of the accident using the prescribed form as soon as possible. An employee's claim will not be delayed where the prescribed form is not immediately provided to the employee through the Supervisor.

(c) An employee who is unable to perform their duties because of a personal injury received in the performance of their duties shall be immediately placed on Injury on Duty Leave and receive compensation in accordance with the provisions of the *Workplace, Health, Safety and Compensation Act*. If the claim is subsequently denied by the Workplace, Health, Safety and Compensation Commission, the employee may, subject to the provisions of Article 29, access other available benefits including sick leave and annual leave.

34.02 An employee who is approved for full extended earnings loss (EEL) benefits from the Workplace, Health, Safety and Compensation Commission after February 25, 2009, shall no longer accumulate benefits under this agreement but shall have their position with the

Employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the *Human Rights Act*.

ARTICLE 35 UNIFORMS

- 35.01 It is agreed that the present practice pertaining to the supply of uniforms shall continue during the life of the Agreement (see letter re: Uniforms).
- *35.02 Employees who are required to wear safety boots (or safety shoes) in accordance with safety regulations will be provided with an allowance of up to two hundred dollars (\$200.00) for the purpose of purchasing such footwear. This allowance will be paid for each twelve (12) months of service. Seasonal employees shall receive the allowance for each twelve (12) months of service, or every third season, whichever is earlier.

ARTICLE 36 PERSONAL LOSS

- 36.01 Subject to Clauses 36.02 and 36.03 where an employee in the performance of their duty suffers any personal loss and where such loss was not due to the employee's negligence, the Employer shall compensate the employee for any loss suffered up to a maximum of five hundred dollars (\$500).
- 36.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within three (3) days of the incident to the Permanent head or their designate.
- 36.03 This provision shall only apply in respect of personal effects which the employee would reasonably have in their possession during the normal performance of their duty.

ARTICLE 37 TERMINATION OF EMPLOYMENT

- 37.01 (a) In cases of layoff or discharge other than for just cause, thirty (30) calendar days' notice shall be given to all employees whose services are to be terminated or a sum equal to thirty (30) calendar days salary in lieu of such notice shall be granted.
- (b) Temporary employees will not be given fourteen (14) calendar days' notice where they are advised when hired as to the duration of their employment.
- (c) Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of subsequent bumping by a redundant permanent employee, and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age and completed years of continuous

service since the last date of employment, as per Schedule C. Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Employees who are re-employed with any Employer covered by the coalition negotiations shall be required to pay back part of any pay in lieu of notice they received. The amount they have to pay back shall be based on the length of time they have been out of the employment from the Employer covered by the coalition negotiations. The amount repaid will be based on the net amount received by the employee and/or the amount paid to a financial institution on behalf of an employee.

- 37.02 Permanent employees shall give the Employer thirty (30) calendar days written notice and part-time and temporary employees shall give fourteen (14) calendar days written notice of intention to terminate their employment. Employees shall be permitted to withdraw such notice of their intention to terminate their employment within seven (7) calendar days of submission of such notice, provided that the original notice was submitted within the required time frame.
- 37.03 Annual leave shall not be used as any part of the period of notice referred to in this Article.
- 37.04 Periods of notice may be reduced or eliminated by mutual consent of the employees and Employer.
- 37.05 Upon termination of service, an employee may receive pay for all their current earned annual leave not taken by them prior to the date of termination of their service plus for their accumulated and accrued annual leave up to a maximum of twenty (20) days not taken by them prior to the date of termination plus any salary due them.

ARTICLE 38 PORTABILITY OF BENEFITS

- 38.01 Employees who are accepted for employment with another Employer or same Employer which are party to collective agreements listed in Schedule 'D' within 120 calendar days of resignation shall retain portability to maximum of 120 days each respecting:
 - i) Accumulated sick leave credits;
 - ii) Accumulated annual leave entitlements

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

ARTICLE 39 CASH SHORTAGES

- 39.01 The existing policies regarding such shortages shall be reviewed from time to time by the Corporation during the life of this Agreement.

- 39.02 (a) The Corporation will not reduce the present tolerance levels during the life of this Agreement.
- (b) Notwithstanding 39.02(a), the present tolerance level may be lowered with the introduction of cash handling methods which would greatly reduce cash handling responsibility or probability of error.
- 39.03 Cash shortages of less than \$1.00 per day shall not be recorded in an employee's personal file, if such shortages are paid by the employee.

ARTICLE 40 PERSONAL FILES

- 40.01 A copy of any document placed on an employee's personal file which might at any time be the basis of disciplinary actions shall be supplied concurrently to the employee.
- 40.02 Any such document shall be removed from the personal file of the employee and destroyed after the expiration of eighteen (18) months provided that there has not been a recurrence of a similar incident during that period.
- 40.03 An employee's file will be open for inspection by that employee at any reasonable time during office hours. With the permission in writing of the employee(s) the file may be opened to a full-time representative of the Association.

ARTICLE 41 DISCIPLINE

- 41.01 Any employee who is suspended or dismissed shall be provided with written notification within ten (10) calendar days of any oral notification which shall state the reasons for suspension or dismissal.
- 41.02 All dismissals, suspensions and other disciplinary action shall be subject to formal grievance procedure at the request of the employee subject to the provision on "probationary employees" in Article 12.07.
- 41.03 The Employer shall notify an employee of any dissatisfaction concerning their work within fourteen (14) calendar days of the occurrence or discovery of the incident. 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 their record for use against them at any time. The union recognizes that on occasion where special investigations are in process and may lead to criminal charges the fourteen (14) calendar day notification period need not apply.
- 41.04 Employees required to attend a meeting with the Employer where disciplinary action is to be taken are entitled to have an Association representative in attendance. It shall be the employee's responsibility to advise the Association representative of the meeting time determined by the Employer.

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

ARTICLE 42 STRIKES AND LOCKOUTS

- 42.01 The Association agrees that during the life of this Agreement, there shall be no strikes. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE 43 CONTRACTING OUT

- 43.01 The Employer shall continue present practice in providing continued employment in the Corporation of employees who would otherwise become redundant because the work is contracted out.
- 43.02 The Employer agrees to notify the Association of its intention to contract out work at least sixty (60) calendar days prior to contracting out.

ARTICLE 44 OCCUPATIONAL HEALTH AND SAFETY

- 44.01 It is agreed that the terms of the *Occupational Health and Safety Act* are binding upon both parties for the life of the Agreement.

ARTICLE 45 SEXUAL HARASSMENT

- 45.01 (a) The Employer and the Union agree to use their best efforts to discourage sexual harassment in the work place.
- (b) Complaints alleging sexual harassment will be dealt with by the Employer, the Union and the employees involved with all possible confidentiality.
- (c) Both parties support the principles espoused in Section 13 of the Newfoundland Human Rights Code and agree to co-operate fully with any investigation held by the Human Rights Commission with regard to a complaint by any employee in this respect.

ARTICLE 46
POLITICAL ACTIVITY

- 46.01 An employee may be permitted to participate in municipal and School Board elections, provided that if they are elected as members of councils or school boards, they shall exercise tact and discretion in any matter arising in Council or a School Board involving the Government and on the clear understanding that in no circumstances shall such participation constitute any conflict of interest or interfere in any way with an employee's attendance at work during working hours or the performance by them of their official duties.

ARTICLE 47
TECHNOLOGICAL CHANGE

- 47.01 (a) In the event of a technological change which requires new or greater skills than those possessed by employees affected by the technological change, and where such employees would otherwise become redundant such employees may be given the opportunity to acquire the new skills necessitated by the technological change. Where the Employer determines that it is practical to provide such employees with additional training, there shall be no change in the wage rates of such employees during the training period.
- (b) Employees who refuse to avail of such training without giving reasons acceptable to the Employer will be laid off in accordance with the Collective Agreement.
- 47.02 Employees affected by a technological change who have not been provided with an opportunity for additional training pursuant to Clause 47.01, and who would otherwise become redundant, may be re-assigned by the Employer to other positions at the same salary level or lower. Where the re-assignment is to a position with a lower salary level, such re-assignment shall be undertaken in accordance with the involuntary demotion procedure. Employees who refuse to avail of a re-assignment to a position at the same salary level without giving reasons acceptable to the Employer will be required to resign their positions. Employees who refuse to avail of a re-assignment to a position at a lower salary level will be deemed to have given notice of layoff effective the date that the re-assignment was offered by the Employer
- 47.03 Employees affected by a technological change who have not been provided with an opportunity for additional training pursuant to Clause 47.01, who have not been re-assigned pursuant to Clause 47.02 and who would otherwise become redundant, will be given notice of layoff. An employee who is laid off by the Employer in accordance with this Clause and exercises bumping privileges pursuant to Clause 18.04 (a) will have their salary in the new classification determined in accordance with involuntary demotion procedure.

**ARTICLE 48
CLASSIFICATION**

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

**ARTICLE 49
JOB DESCRIPTION**

- 49.01 Upon written request by the Union, the Employer will supply a copy of any job description of a bargaining unit position to the Union.

**ARTICLE 50
ADVANCE NOTICE**

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

**ARTICLE 51
CRIMINAL OR LEGAL LIABILITY**

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

**ARTICLE 52
FAMILY RESPONSIBILITY LEAVE**

- 52.01 (a) Subject to the approval of the Permanent Head an employee shall be granted special leave with pay not exceeding twenty-one (21) hours a year to attend to the temporary care of a sick family member, not necessarily living in the same household; needs related to the birth of the employee's child; medical or dental appointments for dependent family members; meetings with school authorities or adoption agencies; needs related to the adoption of a child; or home or family emergencies.
- (b) A temporary employee shall only be granted family leave if they report to work following a recall and subsequently qualifies for family leave during that period for which they was recalled.
- (c) Part-time and temporary employees shall be granted leave in accordance with this Article subject to Clause 13.10.

- (d) In order to qualify for family leave, the employee shall:
- (i) provide as much notice to the Employer as reasonably possible;
 - (ii) provide to the Employer valid reasons why such leave is required; and
 - (iii) where appropriate, have endeavoured to a reasonable extent to schedule such events during off duty hours.

***ARTICLE 53
FAMILY VIOLENCE LEAVE**

- *53.01 An employee shall be granted leave with pay, not exceeding three (3) days in the aggregate in a calendar year, where the employee or a person to whom the employee is a parent or caregiver has been directly or indirectly subjected to, a victim of, impacted or seriously affected by family violence or witnessed family violence by:
- (i) a person who is or has been a family member;
 - (ii) a person who is or has been in an intimate relationship or who is living or has lived with the employee;
 - (iii) a person who is the parent of a child with the employee; or
 - (iv) a person who is or has been a caregiver to the employee.

Confidentiality

All personal information concerning domestic violence will be kept confidential in compliance with relevant Legislation.

An employee who wishes to take a leave of absence under this Clause may be required to provide the employer with reasonable verification of the necessity of the leave.

**ARTICLE 54
DURATION OF AGREEMENT**

*54.01 Period of Agreement

Except as otherwise provided in specific clauses, this Agreement shall be effective from date of signing and remain in full force and effect until March 31, 2026. Either party to this Agreement may issue notice to the other party of its desire to terminate or amend the agreement not more than seven (7) months and not less than thirty (30) calendar days prior to the date of expiration.

*54.02 Change in Agreement

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.

*54.03 Notice of Changes

Either party desiring to propose changes to this agreement shall within thirty (30) calendar days following receipt of notice under 54.01, give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new agreement.

*54.04 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*.

- *54.05 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 1st day of November, 2022

SIGNED on behalf of Treasury Board representing His Majesty the King in Right of Newfoundland:

Elizabeth Lane
Witness

[Signature]
President of Treasury Board

SIGNED on behalf of Newfoundland Labrador Liquor Corporation:

[Signature]
Witness

[Signature]

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

[Signature]
Witness

[Signature]
[Signature]
[Signature]
Elaine Price
[Signature]

***SCHEDULE A
CLASSIFICATION LIST**

Classification	Spec#	Salary Level
Accounting Clerk I	B006	CG-25
Accounting Clerk II	B007	CG-26
Buyer II	B037	CG-27
Clerk II	B054	CG-23
Clerk III	B055	CG-24
Clerk IV	B058	CG-27
Clerk Stenographer III	B064	CG-25
Clerk Typist (NLC)	B065	CG-22
Clerk Typist II	B067	CG-23
Clerk Typist III	B070	CG-26
Computer Support Technician	B080	CG-27
Departmental Programme Coordinator	B093	CG-29
Graphics Artist	B129	CG-26
Liquor Blender I	L071	CG-22
Liquor Blender II	L075	CG-26
Liquor Establishment Inspector	P069	CG-33
Liquor Sales Clerk	B140	CG-22
Liquor Warehouse Worker	L077	CG-22
Production Line Worker (NLC)	L102	CG-22
Regulatory Enforcement Coordinator	P086	CG-38
Senior Liquor Sales Clerk	B224	CG-24
Senior Programmer Analyst	B227	CG-40
Trades Worker I	J036	CG-24
Trades Worker IA	J037	CG-25
Trades Worker II	J042	CG-29
Trades Worker III	J049	CG-35

***SCHEDULE A**
SALARY IMPLEMENTATION FORMULA

Effective April 1, 2022 - 2% + Recognition Bonus
Effective April 1, 2023 - 2%
Effective April 1, 2024 - 2%
Effective April 1, 2025 - 2%

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

**NEWFOUNDLAND LABRADOR LIQUOR CORPORATION
SALARY SCALES**

EFFECTIVE APRIL 1, 2022

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

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

CG-27	Hourly	\$24.49	\$25.78	\$27.09
	Bi-Weekly	\$1,714.30	\$1,804.60	\$1,896.30
	Annual	\$44,571.80	\$46,919.60	\$49,303.80
CG-28	Hourly	\$25.36	\$26.71	\$28.09
	Bi-Weekly	\$1,775.20	\$1,869.70	\$1,966.30
	Annual	\$46,155.20	\$48,612.20	\$51,123.80
CG-29	Hourly	\$26.02	\$27.43	\$28.90
	Bi-Weekly	\$1,821.40	\$1,920.10	\$2,023.00
	Annual	\$47,356.40	\$49,922.60	\$52,598.00
CG-30	Hourly	\$26.72	\$28.22	\$29.68
	Bi-Weekly	\$1,870.40	\$1,975.40	\$2,077.60
	Annual	\$48,630.40	\$51,360.40	\$54,017.60
CG-31	Hourly	\$27.74	\$29.24	\$30.82
	Bi-Weekly	\$1,941.80	\$2,046.80	\$2,157.40
	Annual	\$50,486.80	\$53,216.80	\$56,092.40
CG-32	Hourly	\$28.63	\$30.22	\$31.82
	Bi-Weekly	\$2,004.10	\$2,115.40	\$2,227.40
	Annual	\$52,106.60	\$55,000.40	\$57,912.40
CG-33	Hourly	\$29.56	\$31.19	\$32.88
	Bi-Weekly	\$2,069.20	\$2,183.30	\$2,301.60
	Annual	\$53,799.20	\$56,765.80	\$59,841.60
CG-34	Hourly	\$30.55	\$32.27	\$34.03
	Bi-Weekly	\$2,138.50	\$2,258.90	\$2,382.10
	Annual	\$55,601.00	\$58,731.40	\$61,934.60
CG-35	Hourly	\$31.66	\$33.51	\$35.32
	Bi-Weekly	\$2,216.20	\$2,345.70	\$2,472.40
	Annual	\$57,621.20	\$60,988.20	\$64,282.40
CG-36	Hourly	\$32.88	\$34.79	\$36.70
	Bi-Weekly	\$2,301.60	\$2,435.30	\$2,569.00
	Annual	\$59,841.60	\$63,317.80	\$66,794.00
CG-37	Hourly	\$34.05	\$36.05	\$38.04
	Bi-Weekly	\$2,383.50	\$2,523.50	\$2,662.80
	Annual	\$61,971.00	\$65,611.00	\$69,232.80

CG-38	Hourly	\$35.29	\$37.32	\$39.37
	Bi-Weekly	\$2,470.30	\$2,612.40	\$2,755.90
	Annual	\$64,227.80	\$67,922.40	\$71,653.40
CG-39	Hourly	\$36.47	\$38.62	\$40.81
	Bi-Weekly	\$2,552.90	\$2,703.40	\$2,856.70
	Annual	\$66,375.40	\$70,288.40	\$74,274.20
CG-40	Hourly	\$37.65	\$39.91	\$42.12
	Bi-Weekly	\$2,635.50	\$2,793.70	\$2,948.40
	Annual	\$68,523.00	\$72,636.20	\$76,658.40
CG-41	Hourly	\$38.55	\$42.00	\$45.46
	Bi-Weekly	\$2,698.50	\$2,940.00	\$3,182.20
	Annual	\$70,161.00	\$76,440.00	\$82,737.20
CG-42	Hourly	\$39.55	\$43.05	\$46.60
	Bi-Weekly	\$2,768.50	\$3,013.50	\$3,262.00
	Annual	\$71,981.00	\$78,351.00	\$84,812.00
CG-43	Hourly	\$41.03	\$44.70	\$48.39
	Bi-Weekly	\$2,872.10	\$3,129.00	\$3,387.30
	Annual	\$74,674.60	\$81,354.00	\$88,069.80
CG-44	Hourly	\$42.51	\$46.37	\$50.16
	Bi-Weekly	\$2,975.70	\$3,245.90	\$3,511.20
	Annual	\$77,368.20	\$84,393.40	\$91,291.20
CG-45	Hourly	\$44.01	\$48.04	\$51.98
	Bi-Weekly	\$3,080.70	\$3,362.80	\$3,638.60
	Annual	\$80,098.20	\$87,432.80	\$94,603.60
CG-46	Hourly	\$45.91	\$50.09	\$54.25
	Bi-Weekly	\$3,213.70	\$3,506.30	\$3,797.50
	Annual	\$83,556.20	\$91,163.80	\$98,735.00

**NEWFOUNDLAND LABRADOR LIQUOR CORPORATION
SALARY SCALES**

EFFECTIVE APRIL 1, 2023

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

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

CG-27	Hourly	\$24.98	\$26.30	\$27.63
	Bi-Weekly	\$1,748.60	\$1,841.00	\$1,934.10
	Annual	\$45,463.60	\$47,866.00	\$50,286.60
CG-28	Hourly	\$25.87	\$27.24	\$28.65
	Bi-Weekly	\$1,810.90	\$1,906.80	\$2,005.50
	Annual	\$47,083.40	\$49,576.80	\$52,143.00
CG-29	Hourly	\$26.54	\$27.98	\$29.48
	Bi-Weekly	\$1,857.80	\$1,958.60	\$2,063.60
	Annual	\$48,302.80	\$50,923.60	\$53,653.60
CG-30	Hourly	\$27.25	\$28.78	\$30.27
	Bi-Weekly	\$1,907.50	\$2,014.60	\$2,118.90
	Annual	\$49,595.00	\$52,379.60	\$55,091.40
CG-31	Hourly	\$28.29	\$29.82	\$31.44
	Bi-Weekly	\$1,980.30	\$2,087.40	\$2,200.80
	Annual	\$51,487.80	\$54,272.40	\$57,220.80
CG-32	Hourly	\$29.20	\$30.82	\$32.46
	Bi-Weekly	\$2,044.00	\$2,157.40	\$2,272.20
	Annual	\$53,144.00	\$56,092.40	\$59,077.20
CG-33	Hourly	\$30.15	\$31.81	\$33.54
	Bi-Weekly	\$2,110.50	\$2,226.70	\$2,347.80
	Annual	\$54,873.00	\$57,894.20	\$61,042.80
CG-34	Hourly	\$31.16	\$32.92	\$34.71
	Bi-Weekly	\$2,181.20	\$2,304.40	\$2,429.70
	Annual	\$56,711.20	\$59,914.40	\$63,172.20
CG-35	Hourly	\$32.29	\$34.18	\$36.03
	Bi-Weekly	\$2,260.30	\$2,392.60	\$2,522.10
	Annual	\$58,767.80	\$62,207.60	\$65,574.60
CG-36	Hourly	\$33.54	\$35.49	\$37.43
	Bi-Weekly	\$2,347.80	\$2,484.30	\$2,620.10
	Annual	\$61,042.80	\$64,591.80	\$68,122.60
CG-37	Hourly	\$34.73	\$36.77	\$38.80
	Bi-Weekly	\$2,431.10	\$2,573.90	\$2,716.00
	Annual	\$63,208.60	\$66,921.40	\$70,616.00

CG-38	Hourly	\$36.00	\$38.07	\$40.16
	Bi-Weekly	\$2,520.00	\$2,664.90	\$2,811.20
	Annual	\$65,520.00	\$69,287.40	\$73,091.20
CG-39	Hourly	\$37.20	\$39.39	\$41.63
	Bi-Weekly	\$2,604.00	\$2,757.30	\$2,914.10
	Annual	\$67,704.00	\$71,689.80	\$75,766.60
CG-40	Hourly	\$38.40	\$40.71	\$42.96
	Bi-Weekly	\$2,688.00	\$2,849.70	\$3,007.20
	Annual	\$69,888.00	\$74,092.20	\$78,187.20
CG-41	Hourly	\$39.32	\$42.84	\$46.37
	Bi-Weekly	\$2,752.40	\$2,998.80	\$3,245.90
	Annual	\$71,562.40	\$77,968.80	\$84,393.40
CG-42	Hourly	\$40.34	\$43.91	\$47.53
	Bi-Weekly	\$2,823.80	\$3,073.70	\$3,327.10
	Annual	\$73,418.80	\$79,916.20	\$86,504.60
CG-43	Hourly	\$41.85	\$45.59	\$49.36
	Bi-Weekly	\$2,929.50	\$3,191.30	\$3,455.20
	Annual	\$76,167.00	\$82,973.80	\$89,835.20
CG-44	Hourly	\$43.36	\$47.30	\$51.16
	Bi-Weekly	\$3,035.20	\$3,311.00	\$3,581.20
	Annual	\$78,915.20	\$86,086.00	\$93,111.20
CG-45	Hourly	\$44.89	\$49.00	\$53.02
	Bi-Weekly	\$3,142.30	\$3,430.00	\$3,711.40
	Annual	\$81,699.80	\$89,180.00	\$96,496.40
CG-46	Hourly	\$46.83	\$51.09	\$55.34
	Bi-Weekly	\$3,278.10	\$3,576.30	\$3,873.80
	Annual	\$85,230.60	\$92,983.80	\$100,718.80

**NEWFOUNDLAND LABRADOR LIQUOR CORPORATION
SALARY SCALES**

EFFECTIVE APRIL 1, 2024

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

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

CG-27	Hourly	\$25.48	\$26.83	\$28.18
	Bi-Weekly	\$1,783.60	\$1,878.10	\$1,972.60
	Annual	\$46,373.60	\$48,830.60	\$51,287.60
CG-28	Hourly	\$26.39	\$27.78	\$29.22
	Bi-Weekly	\$1,847.30	\$1,944.60	\$2,045.40
	Annual	\$48,029.80	\$50,559.60	\$53,180.40
CG-29	Hourly	\$27.07	\$28.54	\$30.07
	Bi-Weekly	\$1,894.90	\$1,997.80	\$2,104.90
	Annual	\$49,267.40	\$51,942.80	\$54,727.40
CG-30	Hourly	\$27.80	\$29.36	\$30.88
	Bi-Weekly	\$1,946.00	\$2,055.20	\$2,161.60
	Annual	\$50,596.00	\$53,435.20	\$56,201.60
CG-31	Hourly	\$28.86	\$30.42	\$32.07
	Bi-Weekly	\$2,020.20	\$2,129.40	\$2,244.90
	Annual	\$52,525.20	\$55,364.40	\$58,367.40
CG-32	Hourly	\$29.78	\$31.44	\$33.11
	Bi-Weekly	\$2,084.60	\$2,200.80	\$2,317.70
	Annual	\$54,199.60	\$57,220.80	\$60,260.20
CG-33	Hourly	\$30.75	\$32.45	\$34.21
	Bi-Weekly	\$2,152.50	\$2,271.50	\$2,394.70
	Annual	\$55,965.00	\$59,059.00	\$62,262.20
CG-34	Hourly	\$31.78	\$33.58	\$35.40
	Bi-Weekly	\$2,224.60	\$2,350.60	\$2,478.00
	Annual	\$57,839.60	\$61,115.60	\$64,428.00
CG-35	Hourly	\$32.94	\$34.86	\$36.75
	Bi-Weekly	\$2,305.80	\$2,440.20	\$2,572.50
	Annual	\$59,950.80	\$63,445.20	\$66,885.00
CG-36	Hourly	\$34.21	\$36.20	\$38.18
	Bi-Weekly	\$2,394.70	\$2,534.00	\$2,672.60
	Annual	\$62,262.20	\$65,884.00	\$69,487.60
CG-37	Hourly	\$35.42	\$37.51	\$39.58
	Bi-Weekly	\$2,479.40	\$2,625.70	\$2,770.60
	Annual	\$64,464.40	\$68,268.20	\$72,035.60

CG-38	Hourly	\$36.72	\$38.83	\$40.96
	Bi-Weekly	\$2,570.40	\$2,718.10	\$2,867.20
	Annual	\$66,830.40	\$70,670.60	\$74,547.20
CG-39	Hourly	\$37.94	\$40.18	\$42.46
	Bi-Weekly	\$2,655.80	\$2,812.60	\$2,972.20
	Annual	\$69,050.80	\$73,127.60	\$77,277.20
CG-40	Hourly	\$39.17	\$41.52	\$43.82
	Bi-Weekly	\$2,741.90	\$2,906.40	\$3,067.40
	Annual	\$71,289.40	\$75,566.40	\$79,752.40
CG-41	Hourly	\$40.11	\$43.70	\$47.30
	Bi-Weekly	\$2,807.70	\$3,059.00	\$3,311.00
	Annual	\$73,000.20	\$79,534.00	\$86,086.00
CG-42	Hourly	\$41.15	\$44.79	\$48.48
	Bi-Weekly	\$2,880.50	\$3,135.30	\$3,393.60
	Annual	\$74,893.00	\$81,517.80	\$88,233.60
CG-43	Hourly	\$42.69	\$46.50	\$50.35
	Bi-Weekly	\$2,988.30	\$3,255.00	\$3,524.50
	Annual	\$77,695.80	\$84,630.00	\$91,637.00
CG-44	Hourly	\$44.23	\$48.25	\$52.18
	Bi-Weekly	\$3,096.10	\$3,377.50	\$3,652.60
	Annual	\$80,498.60	\$87,815.00	\$94,967.60
CG-45	Hourly	\$45.79	\$49.98	\$54.08
	Bi-Weekly	\$3,205.30	\$3,498.60	\$3,785.60
	Annual	\$83,337.80	\$90,963.60	\$98,425.60
CG-46	Hourly	\$47.77	\$52.11	\$56.45
	Bi-Weekly	\$3,343.90	\$3,647.70	\$3,951.50
	Annual	\$86,941.40	\$94,840.20	\$102,739.00

**NEWFOUNDLAND LABRADOR LIQUOR CORPORATION
SALARY SCALES**

EFFECTIVE APRIL 1, 2025

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

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

CG-27	Hourly	\$25.99	\$27.37	\$28.74
	Bi-Weekly	\$1,819.30	\$1,915.90	\$2,011.80
	Annual	\$47,301.80	\$49,813.40	\$52,306.80
CG-28	Hourly	\$26.92	\$28.34	\$29.80
	Bi-Weekly	\$1,884.40	\$1,983.80	\$2,086.00
	Annual	\$48,994.40	\$51,578.80	\$54,236.00
CG-29	Hourly	\$27.61	\$29.11	\$30.67
	Bi-Weekly	\$1,932.70	\$2,037.70	\$2,146.90
	Annual	\$50,250.20	\$52,980.20	\$55,819.40
CG-30	Hourly	\$28.36	\$29.95	\$31.50
	Bi-Weekly	\$1,985.20	\$2,096.50	\$2,205.00
	Annual	\$51,615.20	\$54,509.00	\$57,330.00
CG-31	Hourly	\$29.44	\$31.03	\$32.71
	Bi-Weekly	\$2,060.80	\$2,172.10	\$2,289.70
	Annual	\$53,580.80	\$56,474.60	\$59,532.20
CG-32	Hourly	\$30.38	\$32.07	\$33.77
	Bi-Weekly	\$2,126.60	\$2,244.90	\$2,363.90
	Annual	\$55,291.60	\$58,367.40	\$61,461.40
CG-33	Hourly	\$31.37	\$33.10	\$34.89
	Bi-Weekly	\$2,195.90	\$2,317.00	\$2,442.30
	Annual	\$57,093.40	\$60,242.00	\$63,499.80
CG-34	Hourly	\$32.42	\$34.25	\$36.11
	Bi-Weekly	\$2,269.40	\$2,397.50	\$2,527.70
	Annual	\$59,004.40	\$62,335.00	\$65,720.20
CG-35	Hourly	\$33.60	\$35.56	\$37.49
	Bi-Weekly	\$2,352.00	\$2,489.20	\$2,624.30
	Annual	\$61,152.00	\$64,719.20	\$68,231.80
CG-36	Hourly	\$34.89	\$36.92	\$38.94
	Bi-Weekly	\$2,442.30	\$2,584.40	\$2,725.80
	Annual	\$63,499.80	\$67,194.40	\$70,870.80
CG-37	Hourly	\$36.13	\$38.26	\$40.37
	Bi-Weekly	\$2,529.10	\$2,678.20	\$2,825.90
	Annual	\$65,756.60	\$69,633.20	\$73,473.40

CG-38	Hourly	\$37.45	\$39.61	\$41.78
	Bi-Weekly	\$2,621.50	\$2,772.70	\$2,924.60
	Annual	\$68,159.00	\$72,090.20	\$76,039.60
CG-39	Hourly	\$38.70	\$40.98	\$43.31
	Bi-Weekly	\$2,709.00	\$2,868.60	\$3,031.70
	Annual	\$70,434.00	\$74,583.60	\$78,824.20
CG-40	Hourly	\$39.95	\$42.35	\$44.70
	Bi-Weekly	\$2,796.50	\$2,964.50	\$3,129.00
	Annual	\$72,709.00	\$77,077.00	\$81,354.00
CG-41	Hourly	\$40.91	\$44.57	\$48.25
	Bi-Weekly	\$2,863.70	\$3,119.90	\$3,377.50
	Annual	\$74,456.20	\$81,117.40	\$87,815.00
CG-42	Hourly	\$41.97	\$45.69	\$49.45
	Bi-Weekly	\$2,937.90	\$3,198.30	\$3,461.50
	Annual	\$76,385.40	\$83,155.80	\$89,999.00
CG-43	Hourly	\$43.54	\$47.43	\$51.36
	Bi-Weekly	\$3,047.80	\$3,320.10	\$3,595.20
	Annual	\$79,242.80	\$86,322.60	\$93,475.20
CG-44	Hourly	\$45.11	\$49.22	\$53.22
	Bi-Weekly	\$3,157.70	\$3,445.40	\$3,725.40
	Annual	\$82,100.20	\$89,580.40	\$96,860.40
CG-45	Hourly	\$46.71	\$50.98	\$55.16
	Bi-Weekly	\$3,269.70	\$3,568.60	\$3,861.20
	Annual	\$85,012.20	\$92,783.60	\$100,391.20
CG-46	Hourly	\$48.73	\$53.15	\$57.58
	Bi-Weekly	\$3,411.10	\$3,720.50	\$4,030.60
	Annual	\$88,688.60	\$96,733.00	\$104,795.60

SCHEDULE B



Labrador Benefits Agreement

Between

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

College of the North Atlantic

Labrador-Grenfell Regional Health Authority

Municipal Assessment Agency Inc.

Newfoundland and Labrador Housing Corporation

Newfoundland and Labrador School Boards Association

Newfoundland Liquor Corporation

And

Canadian Union of Public Employees

Newfoundland and Labrador Association of Public & Private Employees

Registered Nurses' Union Newfoundland and Labrador

Newfoundland and Labrador Teachers Association

Royal Newfoundland Constabulary Association

Signed: February 10, 2020

Expires: March 31, 2022

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ARTICLE 1**SCOPE**

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

ARTICLE 2**DURATION**

- *2.1 This agreement shall be effective from the February 10, 2020, and shall remain in full force and effect until March 31, 2022. It shall be renewed thereafter through the normal process of collective bargaining utilized by each of the employee groups, or, with the consent of the parties, will be renewed through joint negotiations. At the request of either party negotiations shall commence six (6) months prior to the expiry date of this agreement.

ARTICLE 3**LABRADOR ALLOWANCE**

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

	LABRADOR ALLOWANCE		
	DATE	SINGLE	DEPENDENT
GROUP 1	10-Feb-20	2939	5878
	1-Apr-20	2979	5918
	1-Apr-21	3019	5958
GROUP 2	10-Feb-20	3402	6793
	1-Apr-20	3442	6833
	1-Apr-21	3482	6873
GROUP 3	10-Feb-20	3558	7089
	1-Apr-20	3598	7129
	1-Apr-21	3638	7169

- 3 -

In the case of spouses who are both employed by Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, the total amount paid to both employees shall not exceed the dependent rate for the allowance contained in this article. This allowance shall be paid to employees on a pro-rated basis in accordance with their hours of work excluding overtime.

- *3.2 Labrador Benefits will be paid to employees for periods of maternity, parental and adoption leave.

ARTICLE 4

TRAVEL ALLOWANCE

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

TRAVEL ALLOWANCE			
	DATE	EMPLOYEE	DEPENDENT
GROUP 1	10-Feb-20	911	702
	1-Apr-20	950	702
GROUP 2	10-Feb-20	962	754
	1-Apr-20	1001	754
GROUP 3	10-Feb-20	1015	806
	1-Apr-20	1054	806

- *4.2 *(a) This allowance shall be paid to employees in the first pay period following April 15th of each year on a pro-rated basis in accordance with their hours of work in the previous twelve (12) month period, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents at March 31st of each year.
- *(b) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 4.2 (a) based on the employee's hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.

- 4.3 (a) For the purpose of calculating this benefit the following leaves shall be considered as hours of work:
- (i) Maternity Leave/Parental Leave/Adoption Leave
 - (ii) Injury-on-Duty/Worker's Compensation Leave
 - (iii) Paid Leaves
 - (iv) Any other period of unpaid leave for which the employee is eligible to accrue service under the respective collective agreement
- (b) The provisions of 4.3 (a) will not apply when the employee would otherwise have been laid off.
- (c) The provision of 4.3(a) (iv) will apply only to employees who have worked or have been credited with hours of work under 4.3(a) (i), (ii) or (iii) for a period of 20 days in the aggregate in the qualifying period.
- 4.4 In the case of spouses who are both employed Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.
- 4.5 The travel benefit available to the Royal Newfoundland Constabulary Association under their Collective Agreement and to teachers under Article 25 of the NLTA Labrador West Collective Agreement shall continue to apply except in cases where Article 4 of this joint agreement provides a greater benefit. E.g. Members of the RNCA would continue to receive the employee travel benefit under their collective agreement unless the employee travel benefit in this joint agreement is greater. In addition to the employee benefit under the RNCA collective agreement, members of the RNCA shall also receive the dependent benefit under the joint agreement.

ARTICLE 5

LEAVE

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

ARTICLE 6

EXISTING GREATER BENEFITS

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

ARTICLE 7

DEFINITIONS

- 7.1 **Dependent** - for the purpose of this Agreement, dependent means a spouse, whether of the same or opposite gender, and children under eighteen (18) years of age, or twenty-four (24) years of age if the child is in full time attendance at a school or post-secondary institution or any child that remains in the direct care of the parent in the same household because the dependent is medically verified as disabled and under twenty-four (24) years of age.
- *7.2 **Spouse** – for the purpose of this agreement, spouse means a person to whom an employee is legally married or a person in a common law relationship with whom the employee has lived with for more than one (1) year.

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SCHEDULE A**COMMUNITY GROUPING**

The employee's community grouping shall be determined by the location of their headquarters.

GROUP 1

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

GROUP 2

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

GROUP 3

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

MEMORANDUM OF UNDERSTANDING**Re: Nurses Committee**

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

MEMORANDUM OF UNDERSTANDING**Re: Labrador Benefits Agreement - Interpretation**

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

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

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

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

For example:

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

Earl Hann
Earl Hann
On behalf of the Unions

Jan. 16, 2020
Date

Lisa Curran
Lisa Curran
On Behalf of the Employers

February 10, 2020
Date

February 10, 2020

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

Dear Mr. Brooks:

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

Yours truly,

A handwritten signature in dark ink, appearing to read "Lisa Curran", written in a cursive style.

Lisa Curran
Chief Negotiator
Collective Bargaining Division

Original letter dated December 20, 1999

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February 10, 2020

Mr. Jerry Earle
President
NAPE
330 Portugal Cove Place
St. John's, NL, A1B 3M9

Re: Labrador Benefits Allowance and Travel Allowance for School Board Student Assistants (NAPE) and School Board Support Staff (NAPE and CUPE)

Within three (3) months of the date of signing of the Labrador Benefits Agreements, officials from the Human Resource Secretariat (HRS) of the Government of Newfoundland and Labrador, the Newfoundland and Labrador English School District (NLESD) and Newfoundland and Labrador Association of Public and Private Employees (NAPE) will meet to discuss the application of the Labrador Benefit Allowance and the Travel Allowance for employees who work less than full time hours as outlined in the above respective collective agreements.

Yours truly,



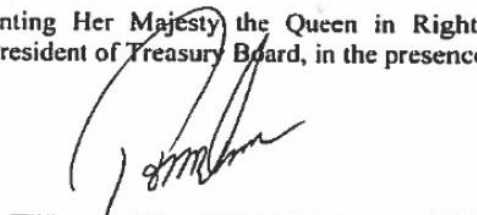
Lisa Curran
Chief Negotiator
Collective Bargaining Division

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

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


 Witness

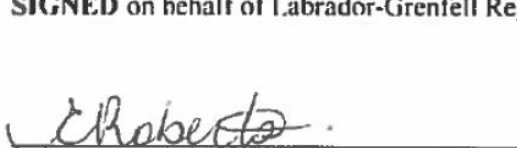

 President of Treasury Board

SIGNED on behalf of the College of the North Atlantic


 Witness

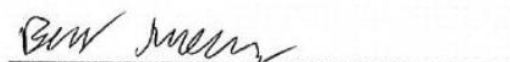

 College of the North Atlantic
 Bruce Hollett

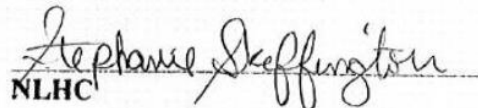
SIGNED on behalf of Labrador-Grenfell Regional Health Authority


 Witness


 Labrador-Grenfell RHA

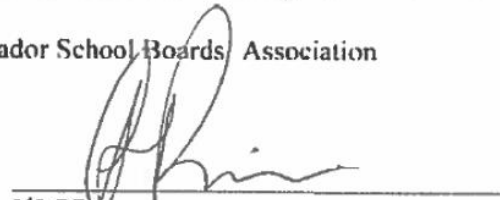
SIGNED on behalf of the Newfoundland and Labrador Housing Corporation


 Witness


 NLHC

SIGNED on behalf of the Newfoundland and Labrador School Boards Association


 Witness


 NLSBA

- 12 -

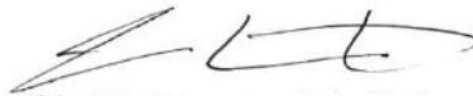
SIGNED on behalf of the Newfoundland Liquor Corporation


 Witness


 Newfoundland Liquor Corporation

SIGNED on behalf of the Municipal Assessment Agency


 Witness



 Municipal Assessment Agency

SIGNED on behalf of the Canadian Union of Public Employees


 Witness


 CUPE

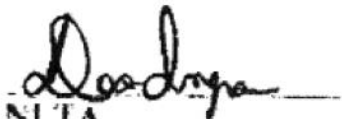
SIGNED on behalf of the Registered Nurses' Union Newfoundland and Labrador


 Witness


 RNUNL

SIGNED on behalf of the Newfoundland and Labrador Teachers' Association


 Witness


 NLTA

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SIGNED on behalf of the Royal Newfoundland Constabulary Association

Eut Lamm
Witness

[Signature]
RNCA

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

Eut Lamm
Witness

[Signature]
NAPE

SCHEDULE C**NUMBER OF WEEKS OF NOTICE OF TERMINATION
(OR 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- < 2 Years	7	9	11	13	15	17
>2 -<4 Years	11	13	15	17	19	21
>4 - <6Years	15	17	19	21	23	25
> 6- < 8 Years	19	21	23	25	27	29
> 8- < 10 Years	23	25	27	29	31	33
> 10 - < 12 Years	27	29	31	33	35	37
>12 -< 14 Years	31	33	35	37	39	41
> 14 - < 16 Years	35	37	39	41	43	45
>16- < 18 Years	39	41	43	45	47	49
> 18 - < 20 Years	43	45	47	49	51	53
> 20 - < 22 Years	47	49	51	53	55	57
> 22 Years	52	54	56	58	60	62

SCHEDULE D**AGREEMENTS (NAPE)**

Air Services
College of the North Atlantic Support Staff
College of the North Atlantic Faculty
General Service
Group Homes
Health Professionals
Hospital Support Staff
Lab & X-Ray
Maintenance and Operational Services
Marine Service Workers
Newfoundland Labrador Liquor Corporation
Workplace NL
School Boards
Student Assistants
Ushers

Agreements (CUPE)

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

SCHEDULE E**FORMER NEWFOUNDLAND LIQUOR
LICENSING BOARD EMPLOYEES**

As conveyed in the original May 21, 1992 Transition Agreement, the provisions of the Newfoundland Labrador Liquor Corporation (NLC) agreement shall apply to the former Newfoundland Liquor Licensing Board (NLLB) employees (Karen Vaughan and Yvonne Leshane), subject to the following:

**ARTICLE 18
SENIORITY**

- 18.1 (a) All former employees of the NLLB shall have their service with the NLC recognized for the purpose of determining relative seniority within their group. However, this service shall not be recognized for seniority within the NLC bargaining unit.
- (b) All former employees of the NLLB shall be placed on the seniority list of the NLC with a seniority date of April 1, 1992. Their ranking shall be determined in Accordance with 18.1 (a).
- (c) Notwithstanding the provisions of clause 18.04, former employees of the NLLB who transferred to positions with the Enforcement Department, are not subject to displacement from their positions by other employees of the Corporation, provided that the former NLLB employees remain in positions with the Enforcement Department.
- (d) For job competitions in the Enforcement Department, former employees of the NLLB shall have super seniority over NLC employees.

SCHEDULE F

Memorandum of Agreement re: Liquor Establishment Inspectors (Liquor Control Inspectors) Newfoundland Labrador Liquor Corporation

1. The parties to this agreement are the Human Resource Secretariat, the Newfoundland Labrador Liquor Corporation and the Newfoundland and Labrador Association of Public and Private Employees.
2. The provisions of the governing collective agreement between the NLC and the Newfoundland and Labrador Association of Public and Private Employees shall apply to the Liquor Control Inspectors subject to the following:

- I. The provisions of Clause 9.02 shall not apply.
- II. An employee is entitled to claim an incidental expense for each night on overnight travel status as follows:

<u>Effective Date</u>	<u>Rate</u>
Date of Signing	\$5.00 per night

- II. Should an employee not have access to an employer issued cellular phone, an employee on overnight travel status shall be reimbursed for the cost of one personal long-distance telephone call, not exceeding five (5) minutes in duration, for each day the employee is on overnight travel.

- IV. (a) On receipt of invoice, reimbursement for the difference between private and business insurance.

- (b) Reimbursement of parking metre expenses incurred while on the business of the Employer, at the following rates:

<u>Effective Date</u>	<u>Rate</u>
Date of Signing	\$10.00 per week

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

<u>Effective Date</u>	<u>Rate Per Night</u>
Date of Signing	\$25.00

Original signed copy of the transfer agreement is on file with the following parties:

The Newfoundland Labrador Liquor Corporation

The Newfoundland and Labrador Association of Private and Public Employees.

The Human Resource Secretariat.

SCHEDULE G

THE CLASSIFICATION REVIEW AND APPEAL PROCESS

A. Definitions

1. “Appeal” means a request by an employee to the Classification Appeal Adjudicator to review specific factor allocations determined by the Classification & Organizational Design Division that they 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 them to act on their behalf:
 - in respect of persons employed by government departments, the Deputy Minister of the department concerned;
 - in respect of employees of agencies not specifically covered by the definitions in this section, the highest management official in these agencies;
 - in respect of employees of Board operated hospitals and homes the CEO and/or Executive Director.
9. "Review" means a re-appraisal or re-assessment of an employee's position classification by the Classification & Organizational Design Division of the Treasury Board Secretariat upon request of an employee or the permanent head on behalf of an organization.
10. "Treasury Board" means Treasury Board as constituted pursuant to *The Financial Administration Act* as now or hereafter amended.
11. “Organization” means the Government of Newfoundland and Labrador, commission, agency, hospital or other entity mentioned in Section A.8.

B. Classification Review Process

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

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

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

Information on access to the necessary documents can be found in the Human Resource Secretariat's website <http://www.exec.gov.nl.ca/exec/tbs/newjobevaluation.html>

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

C. Classification Appeal Process

1. If an employee is dissatisfied with the decision of the Classification & Organizational Design Division, an appeal of the decision may be submitted to the Classification Appeal Adjudicator of the Public Service Commission. The request for an appeal must identify which factor(s) is/are being challenged and the associated rationale for each factor(s). The appeal process is restricted to those factors identified as being challenged and sufficient reasoning provided.

2. All such appeals shall be submitted to the Classification Appeal Adjudicator in writing within a period of not more than fourteen (14) days after the receipt by an employee of notification of the Classification & Organizational Design Division's decision as above mentioned.
3. A classification appeal of specific factor(s) shall not be accepted by the Classification Appeal Adjudicator based on job content which differs from that reviewed by the Classification & Organizational Division. In such a case, the employee or group of employees shall first approach the Classification and Organizational Division seeking a further review on the basis of the new circumstances involved.
4. The Classification Appeal Adjudicator shall be an independent position created within the Public Service Commission.
5. The Classification Appeal Adjudicator is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures.
6. Changes in these procedures shall be recommended for approval only after co-ordination with the Public Service Commission, and the Treasury Board Secretariat.
7. The Classification Appeal Adjudicator may render decisions based on the information provided or may hold hearings if deemed necessary. The appellant may be required to appear at any time and in any place in the province deemed desirable.
8. The Classification Appeal Adjudicator shall only consider and rule upon the factors challenged by an individual employee, or group of employees having identical classifications, provided that such employee or group shall first have submitted their request in accordance with Section 3 of Part B and shall have been notified in writing of the Classification & Organizational Design Division's decision on the request.
9. The Classification Appeal Adjudicator has the right to refuse to receive or hear an appeal if it considers that the grounds on which the appeal was submitted are irrelevant or not in accordance with Sections 1 and 2 of Part B.
10. The employing organization concerned shall allow time off from regular duties to any employee who is required by the Classification Appeal Adjudicator to appear before them and, in respect of such absence; the employee shall be regarded as being O.H.M.S. It is the responsibility of the employee to obtain the prior approval of the permanent head before absenting themselves from their duties for this purpose.
11. On receipt of an appeal from an employee or a group of employees, the Classification Appeal Adjudicator may request the Classification & Organizational Design Division to assemble all pertinent information prepared as a result of the classification review, a copy of which will be provided to the appellant and the immediate supervisor by the Classification Appeal Adjudicator.

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

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

MEMORANDUM OF UNDERSTANDING

AGREEMENT ON PENSIONS

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 1st 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. It is agreed that the payment outlined in Clause 2 above is full settlement of Government's share of the unfunded liability of the PSPP as established on December 31, 2000 and outlined in section 2 of the Memorandum of Understanding- 2004, Agreement on Pensions and there shall be no further special payments.
4. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship by April 1, 2012.

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

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

MEMORANDUM OF UNDERSTANDING**CLASSIFICATION PLAN**

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

MEMORANDUM OF UNDERSTANDING-2004**HEALTH INSURANCE**

There is agreement to extend the benefits of the current group health and insurance plan to temporary employees effective April 1, 2002. The eligibility criteria at that time were 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 Atlantic Blue Cross Care Plan shall be continued for the full twelve (12) month period commencing April 1st of each year as long as they remain actively employed and pay the required premiums.
2. Temporary employees covered under this Agreement who are determined to be eligible will access group insurance programs that are currently available.
3. Premiums for these employees must be collected through payroll deductions.
4. Employees who accessed Maternity, Adoption and/or Parental Leave during the previous calendar year will be allowed to count, for eligibility purposes, the hours worked during such leave by the next senior employee in that period.
5. Premiums for employees who are off payroll for one (1) or more periods will be recovered from the next cheque unless extenuating circumstances exist. This procedure for the

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

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

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

9. Group Insurance Committee Membership

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

MEMORANDUM OF UNDERSTANDING

Between the Newfoundland Labrador Liquor Corporation and Newfoundland Association of Public and Private Employees with respect to:

The work of employees on Christmas Eve and New Year's Eve

Where an employee is required to work beyond 2:00p.m. on Christmas Eve and 2:00p.m. on New Year's Eve, they shall receive compensation at the rate of double time and one-half (2½) the regular rate for each hour worked in addition to their regular rate of pay.

MEMORANDUM OF UNDERSTANDING

***Re: Warehouse and Bottling Plant Hours of Work**

Where the Corporation introduces alternative shift(s) to those contained in article 13.02, the following conditions would apply:

- The Regular Shift will continue to operate as indicated in article 13.02. An Alternate Shift will operate outside the Regular Shift hours.
- *• Current permanent Warehouse or Production Line Workers assigned to the Regular Shift will have the option to remain on the Regular Shift if operational requirements permit. However, should there not be enough temporary Workers who possess the required training and demonstrated ability to staff the Alternate Shift, current permanent Warehouse or Production Line Workers who possess the required training and demonstrated ability shall be required to work the Alternate Shift. These impacted current permanent Warehouse or Production Line Workers will be determined by reverse order of seniority if there are no volunteers to staff the Alternate Shift.
- *• A permanent Warehouse or Production Line Worker moved to the Alternate Shift as per the above requirement can return to the Regular Shift when a junior employee is trained.
- Articles 13.02 and 14.02 do not apply.
- The letter of intent regarding the Closure of the Bottling Plant is not applicable to employees working alternate shifts.

MEMORANDUM OF UNDERSTANDING

Re: Summer Hours

The Corporation agrees that the practice of summer hours will be continued for those permanent full-time employees who were employed on a full time basis effective February 25, 2009. A list of the employees affected by this Memorandum of Understanding is on file with the parties.

MEMORANDUM OF UNDERSTANDING
11.5 HOUR SHIFT

1. The parties agree that as of April 1, 2009 employees will no longer be scheduled for 11.5 hour shifts
2. Notwithstanding Clause 1 of this MOU the employer agrees that the two (2) most senior employees at the stores listed in Schedule A to this MOU who are working an 11.5 hour shift on March 31, 2009 shall continue to be scheduled for an 11.5 hour shift. Notwithstanding the foregoing sentence, the Employer and the Union may mutually agree to an alternative method to select the 24 employees to be governed by the provisions of this Memorandum of Agreement. In the event the alternative method is not agreed by February 28, 2009 the 24 employees shall be selected as described in the first sentence of this clause.
3. The employees covered under Clause 2 of this MOU are identified on a schedule held by the parties.
4. If an employee covered by Clauses 2 and 3 of this MOU vacates the 11.5 hour shift position they held on March 31, 2009 by any means the employer is no longer obliged to continue to employ an employee in the 11.5 hour shift and is not subject to the provisions of this MOU.
5. The parties agree that the following provisions related to the 11.5 hour shift and 11.5 and/or 12 hour stores deleted from the 2004-2008 collective agreement will continue to apply:
 - 9.01 (a) The work day shall be (7) seven hours per day excluding meal breaks except in twelve hour opening stores where the work day shall be 11 1/2 hours per day. The work week will be an average of (35) thirty-five hours over the course of the two week period.
 - 9.04 (a) There shall be one fifteen (15) minute break during the shift- except in stores with twelve (12) hour shift arrangements, where there shall be three ten (10) minute breaks.
 - 9.05 (a)(i) There shall be a one half (1/2) hour meal period for Warehouse and Blending except during summer hours, when the meal period shall be one hour. There shall be a one (1) hour meal period in Head Office. In the stores other than twelve hour shift stores, there will be a one and one-half (1 1/2) hour meal period.
 (ii) In operations using the twelve (12) hour shift there shall be two one hour meal breaks taken as close to the conventional meal hours as is practical.
 - (b) In operations using the twelve (12) hour shift the meal period and the rest period may be combined by mutual agreement between the employee and their supervisor.

- 9.06 The current practice of shortened summer hours will be continued for the life of the Agreement; however, in stores other than twelve (12) hour shift stores, the reduction of hours will be effected through later opening rather than early closing. In twelve (12) hour shift stores adjustments will be made through the use of lengthened meal periods for those periods during which summer hours are observed.
- 9.08 The Employer will give the Association sixty (60) calendar days notice of any intention to discontinue the twelve (12) hour shift system in stores where it is presently in effect.
- 9.11 Subject to 18.13 (b), where there is more than one part-time employee in a store any additional hours of work which become available and do not constitute a vacancy will be offered to the senior part-time employee in the store until that employee reaches full-time hours. Other part-time employees in the store, will be offered available hours in order of seniority. In the case of twelve hour shift stores, part-time employees will be offered additional hours as outlined above, except in cases where they are assigned to a particular shift and working the additional hours would require them to change to the other shift.
- 9.12 Employees filling full-time vacancies who work two (2) consecutive 11 ½ hour shifts will be scheduled for two (2) consecutive days off. Temporary employees who are not filling full-time vacancies, will be scheduled for two (2) consecutive days off after working three consecutive 11 ½ hour shifts.
- 10.02 In operations where twelve (12) hour shifts are in use the employee shall be paid over-time computed as follows:
- (a) An employee's regular hourly rate shall be calculated by dividing their annual salary by 1820.
 - (b) Time and one-half (1 ½) for those hours worked
 - i) after 11 ½ hours have been worked in one day;
 - ii) when required to work on days off to which they are entitled under Clause 9.12.
 - (c) Overtime will be calculated to the nearest one-half (1/2) hour exclusive of the first fifteen minutes after the 11 1/2 hours have elapsed.
- 12.02 In recognition of this difference in paid holidays, permanent stores staff working 11 ½ hour shifts shall receive an additional 46 hours of annual leave each year and permanent stores staff working 7 hour shifts shall receive an additional 28 hours of annual leave each year.

- 19.01 (c) For employees in operations where the 12 hour shift is used the Employer agrees that leave allowed under (a) above will not be less than two days.
- 21.06 Sick leave with full pay in excess of three (3) consecutive working days at any one time or six (6) working days in the aggregate in any year shall not be awarded to any employee unless he has submitted in respect thereof a medical certificate satisfactory to the Human Resources Department. Employees working 12 hour shifts will be required to submit medical certificates as above for sick leave in excess of two consecutive shifts or four shifts in the aggregate in any year.
- 24.06 (a) For employees who work twelve (12) hour shifts, leave granted under (a) above, will be allowed to the extent of 2 full shifts where necessary.
6. Employees named in this agreement continue to be subject to the remaining provisions of the 2008-2012 collective agreement.

Schedule A to the MOU – 11.50 Hour Shift.

1. Howley
2. Stavanger Drive
3. Merrymeeting Road
4. Ropewalk Lane
5. Blackmarsh Road
6. Kelsey Drive
7. Pearlgate
8. Commonwealth Avenue
9. Topsail Road
10. Carbonear
11. Bay Roberts
12. Comer Brook Humber

***MEMORANDUM OF AGREEMENT**
 Re: Kilometer Rate Adjustment Formula (NAPE)

General

1. The purpose of this Memorandum of Agreement (MOA) is to provide a mechanism for the periodic adjustment of the kilometer rate(s) contained in applicable collective agreements for employees who are either required to provide a vehicle as a condition of employment or who may be authorized to use a personal vehicle on Employer's business.
2. The terms of this MOA shall be applicable to employees who are members of a bargaining unit covered by a collective agreement listed in Schedule 'A'.
3. *Adjustments shall be calculated by the Treasury Board Secretariat and posted to the Human Resource Policies section of the Government of Newfoundland and Labrador website: <https://www.gov.nl.ca/exec/tbs/working-with-us/policies>. Should there be any dispute as to the calculated rate; the rate established by the Treasury Board Secretariat shall prevail.

Adjustment Formula

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

*(**'fuel price' on October 1, 2005 – \$0.794**) X 0.10 = km rate adjustment*

[km rate adjustment is added to the 'base kilometer rate']

*b) Kilometer rates shall be rounded to two decimal places after the dollar (\$0.00).

8. *Adjustment Dates (Monthly Adjustments)

Effective July 1, 2022, the kilometer rate shall be adjusted, based on the 'Adjustment Formula', on a monthly basis on the first day of each month.

9. Adjustment Formula

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

*(**'fuel price' on 'adjustment date' – \$0.794**) X 0.10 = km rate adjustment*

[km rate adjustment is added to the 'base kilometer rate']

b) Kilometer rates shall be rounded to two decimal places after the dollar (\$0.00).

10. Reimbursement Rate

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

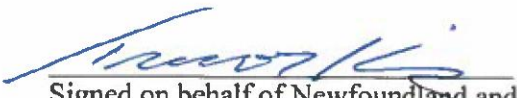
Effective Date

11. *The MOA shall be effective July 1, 2022, and in accordance with Clause # 10, shall only be applicable to travel which occurs from that date forward.

12. This MOA may be terminated upon thirty (30) days' notice from either party.

MEMORANDUM OF UNDERSTANDING
PUBLIC PRIVATE PARTNERSHIP (P3)
JOB SECURITY

Notwithstanding any Article or provision of the Collective Agreement, and for the duration of this Collective Agreement, where the Government of Newfoundland and Labrador is building a new structure to expand on an existing service, or replacing or expanding an existing structure, through the utilization of the Public Private Partnership (P3) Model, and 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 Treasury Board
 Secretariat

November 1, 2022
 Date

November 1, 2022
 Date

***MEMORANDUM OF UNDERSTANDING**
ATTRITION

The Employer will, where necessary, and for the duration of this Collective Agreement, utilize a strategy of attrition where positions are vacated. 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 Treasury Board
 Secretariat

November 1, 2022
 Date

November 1, 2022
 Date

March 31, 2018

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

Dear Mr. Deir:

The Corporation agrees that in the event of a close down of the Bottling Plant for two months or less, the Corporation will absorb the eleven permanent employees into other divisions of the organization. Annual leave taken by these employees on a voluntary basis will be one method of accommodation.

Yours truly,

A handwritten signature in dark ink, appearing to read "Lisa Curran". The signature is fluid and cursive, with the first name "Lisa" and last name "Curran" clearly distinguishable.

Lisa Curran
Chief Negotiator

November 1, 2022

Trevor King
Secretary/Treasurer
Newfoundland and Labrador Association
of Public and Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Store Closures**

This will confirm our understanding reached at negotiations with respect to store closures:

- *(a) The Corporation agrees that it will not convert any of its retail liquor stores to private agency stores during the period November 1, 2022 – March 31, 2026. The Corporation further agrees that no store closures will occur during the same time period, unless the Corporation can demonstrate to the Union that the store is losing money.

- (b) Notwithstanding (a) above, if the Employer opens any new store over and above any existing Corporation stores, and at a later date decides to close the new store, or decides to relocate a Branch (Retail Store) to another nearby town or municipality, then the permanent and part-time employees of those stores will be continued in permanent and part-time employment.

Sincerely,



Amy Collins
Director of Collective Bargaining

March 31, 2018

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

Dear Mr. Deir:

Re: Early & Safe Return to Work

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

Yours truly,

A handwritten signature in black ink, appearing to read "Lisa Curran", written in a cursive style.

Lisa Curran
Chief Negotiator

March 31, 2018

Mr. Austin Deir
Employee Relations Officer
Newfoundland and Labrador Association
of Public and Private Employees
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.

Yours truly,

A handwritten signature in black ink, appearing to read "Lisa Curran", written in a cursive style.

Lisa Curran
Chief Negotiator

March 31, 2018

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

Dear Mr. Deir:

Re: Sick Leave Committee

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.

Yours truly,

A handwritten signature in black ink, appearing to read "Lisa Curran", written in a cursive style.

Lisa Curran
Chief Negotiator

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

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. Newly Hired Employees who become entitled to OPEB pursuant to clause 4 above shall pay premiums of the plan on the basis of their date of hire as follows:
 - a) employees hired up to March 31, 2020 shall pay 50% of the premiums of the plan and the employer shall pay 50%; and
 - b) employees hired subsequent to March 31, 2020 shall pay 60% of the premiums of the plan and the employer shall pay 40%.
- *10. Former employees who are rehired subsequent to March 31, 2020 and who become entitled to OPEB pursuant to clause 4 above shall be required to pay premiums in accordance with clause 9b) above.
11. This Letter of Understanding, made pursuant to s.3(2) of the Act, shall prevail where any term herein conflicts with a provision of the collective agreement, one of its Schedules, Letters or Memoranda of Agreement, including, without limitation, any practice, settlement of dispute, agreement or arbitration award arising from events prior to the coming into force of the Act.
12. Nothing in this Letter of Understanding shall have the effect of waiving or negating, in whole or in part, any requirement, procedural or substantive, under a Group Health and Life Insurance program or policy sponsored by the employer, e.g., the filing of continuation or other required forms, provision of proof of insurability, etc....

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

March 31, 2018

Mr. Austin Deir
Employee Relations Officer
Newfoundland & Labrador Association of
Public & Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Deir:

Re: Classification Review & Appeal Procedure Under Schedule "G"

The parties agree that the Classification Review and Appeal Process in Schedule "G" 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.

Yours truly,

A handwritten signature in black ink, appearing to read "Lisa Curran". The signature is fluid and cursive, with the first name "Lisa" and last name "Curran" clearly distinguishable.

Lisa Curran
Chief Negotiator

April 1, 2020

Mr. Trevor King
Secretary/Treasurer
Newfoundland and Labrador Association
of Public and Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

Re: Joint Trusteeship for Group Insurance

The parties agree to establish a committee to assess the potential viability of establishing a joint trust arrangement for managing group insurance programs.

The committee will be established by December 31, 2020 and will conclude its work by December 31, 2021.

Yours truly,



Lisa Curran
Chief Negotiator

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Uniforms**

The Employer agrees to increase the allowances as follows:

- Uniform allowance = \$275
- Pant Allowance = \$175
- Footwear Allowance = up to \$200 as per the conditions outlined in Article 35

Sincerely,



Amy Collins
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Letter of Commitment re: Other Post-Employment Benefits ("OPEB")**

The parties recognize the mounting liabilities associated with the Other Post-Employment Benefits (OPEBs), and the resulting potential impact to the future sustainability of the Group Insurance Plan. Therefore, NAPE agrees to engage in a joint collaborative process with the Employer and other interested stakeholders to meet within ninety (90) days of the signing of the Collective Agreement to address those challenges with the Employer and find solutions to ensure the long-term sustainability of benefit plan.

Sincerely,



Amy Collins
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Recruitment and Retention**

The Parties agree to establish a committee, with an equal number of representatives from the Employer and Union, within one hundred and twenty (120) days of signing the agreement in an effort to identify issues with recruitment and retention in all NAPE bargaining units.

Sincerely,



Amy Collins
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Remote Work/Telework**

The parties recognize the benefits of access to E-Work arrangements for Employees and Employers. The parties also recognize the value in conducting a review of the current policies and practices regarding e-work arrangements within the Government, Agencies, Boards and Commissions and Regional Health Authorities.

Within six (6) months of signing the Collective Agreement, the Employer will complete a review of the current E-work arrangements policy to determine necessary updates. The Employer will consult with the Union regarding the details of the review and provide opportunity for feedback via that consultation. The review will include but not be limited to: eligibility and operational requirements, defined hours of work, work performance requirements and evaluation, remote supervision and employee health and safety, equipment, termination of agreement and any other terms as agreed by the parties.

Current e-work arrangements will remain in place subject to the above referenced review.

Sincerely,



Amy Collins
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Statutory Holiday Replacement**

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

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

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

Where the specific date(s) of cultural or religious significance are not yet confirmed on or before November 15th in the calendar year before the new designations take effect, the Employee will notify the Employer of the day(s) of significance and will provide date(s) as soon as they become available. The Employer will endeavor to accommodate such requests received after November 15th in the calendar year before the new designations take effect, subject to operational requirements and availability of replacement staff. Requests will not be unreasonably be denied.

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

- (a) The newly designated holiday days will attract all benefits of the collective agreement as if that day were the actual statutory holiday that they are designated to replace.
- (b) The replaced statutory holiday(s) will become a regular day, whether it be a workday or a day of rest, and will not attract any additional benefit previously attributable to it as a statutory holiday: all such benefits will have transferred to the designated replacement day(s).
- (c) Where the Employer does not provide service on a day described under (b) above, and where the employee is scheduled to work on that day of the week, the Employer will make reasonable efforts to provide meaningful work to the employee on that day.
- (d) Where the employer is unable to provide meaningful work on that day, the employee may access vacation, banked overtime, or other like paid banks to cover the missed day of work.

Sincerely,



Amy Collins
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Health Insurance**

The parties agree to apply the *Memorandum of Understanding - 2004 Health Insurance* for employees to participate in the group insurance program as it relates to “temporary” employees as follows:

- Employees who qualify to enroll in the group insurance program based on hours worked in the previous calendar year and, subsequent to meeting the eligibility criteria, change employment status or move to a position with an authorized period of employment of less than 3 months.
- Employees who gain eligibility in a temporary or temporary call-in position is to retain eligibility regardless of a change in position.

Eligibility for “temporary” employees will remain subject to the annual hours required to maintain their eligibility for future years.

Sincerely,



Amy Collins
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Job Evaluation System**

The parties shall form a Committee, within one hundred and twenty (120) days of contract signing, of equal representatives of NAPE and Government officials in an effort to explore opportunities to improve upon the JES.

Sincerely,



Amy Collins
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Public Health Emergency**

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

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

1) Self-Isolation

Employees directed by their Employer or Public Health – Department of Health and Community Services to self-isolate, and who are asymptomatic of a public health illness may (where applicable - this may be dependent on vaccination or other considerations deemed appropriate by the Employer) be placed on special leave with pay for the hours in which they are unable to report to work up to a **maximum of seventy- five (75) hours per year**. Employees who work less than full time hours will receive the benefit on a pro-rata basis. Temporary call-in employees who are not prescheduled, will be permitted to take special leave with pay on shifts they would have received in normal circumstances (compared to next junior temporary call-in).

Employees will not be required to provide medical documentation for this period of hours, unless there is sufficient reason on the part of the Employer to request such documentation. All other absences require employees to utilize their leave entitlements until they return to work.

2) Remote Work

Employees may be required to work remotely where the capability exists and it is operationally feasible. Special leave with pay shall only be utilized in instances where remote work is not an option.

3) Use of Sick Leave

Employees who exhibit symptoms of a public health illness and who cannot work remotely, are required to use their sick leave entitlement until they return to work. Functional Abilities Information related to accommodation requests, extensions, illness unrelated to the current public health emergency, use of long-term sick leave and attendance support planning may still be required.

4) Re-Deployment

The Parties recognize that the Employer may be required to redeploy human resources to ensure adequate and safe staffing levels, and such re-deployment shall be done in consultation with the Union.

The parties further agree to enter into agreements as necessary to address other issues arising from a public health emergency that may not be covered by this letter.

Sincerely,



Amy Collins
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Travel on Employer's Business – Business Insurance**

As per Schedule F, relating to travel on employer's business, upon submission of a receipt, reimbursement of the difference in cost between personal and business insurance for those employees who are required, as a condition of employment, to have access to an automobile for use on government business.

In the event that there is a discrepancy between this letter and Schedule F, the conditions outlined in this letter prevail.

Sincerely,



Amy Collins
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Severance Pay**

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

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

Sincerely,



Amy Collins
Director of Collective Bargaining