

**COLLECTIVE AGREEMENT**

**BETWEEN**

**HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND &  
LABRADOR (REPRESENTED HEREIN BY THE TREASURY BOARD)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCALS**

**488, 879, 4934, 4935, 4936, 4937, 4938, 4939, 5078**

**Effective: August 1, 2023**

**Expires: March 31, 2026**

**THIS AGREEMENT made this 1<sup>st</sup> day of August Anno Domino Two Thousand and Twenty Three.**

**BETWEEN**

**HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND & LABRADOR represented by the Treasury Board;**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, and its locals - 488, 879, 2574, 4934, 4935, 4936, 4937, 4938, 4939, 5078**

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## Article 1 – Preamble

**The respective transition agreements have to be read in conjunction with the collective agreement.**

1.01 It is the purpose of both parties to this Agreement:

- (1) To maintain and improve harmonious relations and settled conditions of employment among the Employer, the employees, and the Union.
- (2) To recognize the mutual value of joint discussion and negotiations.
- (3) To encourage efficiency in operation to the end that the patients/residents of the facility shall be well and efficiently served.
- (4) When interpreting this collective agreement, the parties agree that the respective transition agreements between the Union and the regional Employers attached in Schedule G must be read in conjunction with the collective agreement.
- (5) In the event that there is a conflict between the contents of this agreement and any regulation made by the Employer, the contents of this agreement shall take precedence over the said regulation.

and whereas the parties of this Agreement desire to improve the quality of patient/resident care in the facility and to promote the morale, well being and security of the employees.

Now, therefore, the parties agree as follows:

1.02 For the purpose of this Agreement:

- (a) "**Administrator**" - The Chief Executive Officer of an Employer or the official authorized by them to act on their behalf.
- (b) "**Bargaining Unit**" means the bargaining unit recognized in accordance with clause 3.01.
- (c) "**Classification**" means the identification of a position by reference to a class title and pay range number.
- (d) "**Day of Rest**" means a twenty-four (24) hour calendar day on which the 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 this Agreement.

- (f) "**Demotion**" means an action which causes the movement of an employee from their existing classification to a classification carrying a lower pay range number.
- (g)
  - (i) "**Employee**" means a person included in the bargaining unit who is employed by the Employer for remuneration.
  - (ii) "**Part-time employee**" means a person who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
  - (iii) "**Permanent employee**" means a person who has completed their probationary period and is employed without reference to any specific date of termination of service.
  - (iv) "**Temporary employee**" means a person who is employed for a specific period or for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work.
- (h) "**Employer**" means an employer listed in Schedule "C".
- (i) "**Facility**" means a hospital, home, institution, agency, centre, clinic, health and community services office, school, or other site.
- (j) "**Holiday**" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.
- (k) "**Layoff**" means the termination of employment of an employee because of lack of work or because of the abolition of a post.
- (l) "**Month of Service**" means:
  - (i) 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.
  - (ii) Twelve Hour Shift  
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 one hundred and fifty (150) working hours.
- (m) "**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 carrying a higher pay range number.
- (n) "**Position**" means the duties and responsibilities designated by the Administrator to be performed by the employee.

- (o) **“Reclassification”** means any change in the current classification of an existing position.
- (p) **"Shift"** means:
  - (i) the normal consecutive working hours scheduled for each employee which occurs in any twenty-four (24) hour period. In each twenty-four (24) hour period, there will normally be three (3) shifts, viz, day, evening, and night. The first shift of each day shall commence at 0001 hours.
  - (ii) Twelve Hour Shift  
The normal consecutive work hours scheduled for each employee which occurs in any twenty four (24) hour period. In each twenty four (24) hour period there will normally be two (2) shifts viz day and night. The day shift shall commence at 0800 hours and the night shift shall commence at 2000 hours.
- (q) **"Vacancy"** means an opening which is either permanent, part-time or of the temporary nature (for more than thirteen (13) weeks as outlined in clause 15.03).

## **Article 2 - Management Rights**

- 2.01 (a) The Union recognizes and agrees that all the rights, powers, and authority both to operate and manage the institution under its control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

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

- (b) Notwithstanding the above, following the adoption of new policies by the Health Authorities, the Employer will make every reasonable effort to forward same to the Union.

## **Article 3 - Recognition**

3.01 **Bargaining Unit**

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the classifications listed in Schedule "A" but excluding from those classifications, employees in the positions as outlined in schedule "A-1".
- (b) Part-time and temporary employees shall be included in the bargaining unit.

3.02 Work of the Bargaining Unit

- (a) Persons who are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting, emergencies or when regular employees are not available and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employees.
- (b) In accordance with clause 3.02(a), it is agreed that:
  - (i) Volunteers will not be used to reduce the hours of work or pay of bargaining unit employees. The Union and the Employer shall meet and discuss guidelines for the use of volunteers.
  - (ii) On-the-job trainees will only work at work which would not ordinarily be done by hiring extra employees and the hours of work or pay of bargaining unit employees will not be reduced.
  - (iii) The Employer will discuss make work projects with the Union prior to their implementation.
  - (iv) The principle of positions with overlapping functions such as Nurses and Licensed Practical Nurses shall be maintained.

3.03 No Other Agreement

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

3.04 Union Access

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

3.05 New Classification

When new classifications are developed in the facility, the Employer agrees to consult with the Union as to whether such classifications should be included in the bargaining unit. Should the parties be unable to agree, the matter shall be referred to the Labour Relations Board for adjudication.

3.06 Employee-Rights

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

3.07 Employee Information

It is the responsibility of all employees to keep the Employer informed in writing of their contact information including the current mailing address and current telephone number.

**Article 4 - No Discrimination**

4.01 Employer Shall Not Discriminate

(a) The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or otherwise by reason of their membership or activity in the Union. It is agreed that the parties will comply with applicable human rights legislation.

(b) Occupational Qualifications

Notwithstanding clause 4.01(a) above, the Employer shall be permitted to hire employees on the basis of a bona fide occupational qualification if first mutually agreed by the union. If no mutual agreement can be reached, the matter shall be referred to the Human Rights Commission for resolution before the job is posted.

4.02 Sexual and Personal Harassment

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

4.03 Sexual Harassment

(a) Both the Employer and the Union consider sexual harassment to be reprehensible and are committed to maintaining an environment in which sexual harassment does not exist.

(b) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the sexual harassment ceases. The victim shall be protected from repercussions which may result from their complaint.

(c) In cases of harassment that have not been settled to the satisfaction of the complainant, the matter may be referred to the Human Rights Commission for settlement or by other means that are mutually acceptable to the parties.

- (d) Sexual harassment is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one (1) time basis or a series of incidents, however, minor. It is unsolicited, one sided and/or coercive. All employees may be the victims of sexual harassment. Sexual harassment may involve favours or promises of favours or advantages in return for submission to sexual advances or, alternatively, the threat of reprisal for refusing. Sexual harassment can be expressed in a number of ways which may include:
- unnecessary touching or patting,
  - suggestive written remarks or sexually aggressive remarks,
  - leering (suggestive staring) at a person's body,
  - demand for sexual favours,
  - compromising invitations, and/or
  - physical assault.

#### 4.04 Personal Harassment

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

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

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation. The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail and/or coercion.

The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If personal harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the personal harassment ceases. The victim shall be protected from repercussions which may result from their complaint.

#### 4.05 Workplace Abuse

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

4.06 False Accusations

The Employer will take appropriate steps to deal with an employee, whether inside or outside the bargaining unit, who is alleged to have made a false accusation of harassment or abuse against another employee.

**Article 5 - Union Security**

5.01 Membership Requirements

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

5.02 New Members

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

**Article 6 - Check Off of Union Dues**

6.01 Check-off Payments

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

6.02 Deductions

Deductions shall be forwarded to the (Local Union) Secretary-Treasurer or the Treasurer of the Union not later than the 15th day of the month. The Employer will forward the Union with the first dues deductions cheque following the signing of the Agreement a list which shows the employee's full name and/or payroll number. Each month thereafter a list showing additions and deletions will be forwarded with the dues deduction cheque.

6.03 T4 Slips

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

6.04 Deductions to be Made

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

**Article 7 - The Employer and the Union Shall Acquaint New Members**

7.01 Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that the Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues check-off.

7.02 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership. Where possible, such interviewing will take place on a group basis during the orientation program for new employees. The steward or representative will provide the new employee with a copy of the Collective Agreement. The Employer will encourage all new employees to attend the interview with the union representative.

7.03 Confirmation of Employee Status

An employee upon hire or recall from layoff will be given a letter of appointment which shall state their type of employment status, e.g. permanent employee, temporary employee or part-time employee.

- (a) In the case of a temporary employee, the letter of appointment shall state the date of hire and the duration of the expected period of employment.
- (b) In the case of a part-time employee, the letter of appointment shall set out the hours of work that the employee is hired to work either daily or weekly as the case may be.
- (c) This shall exclude periods of temporary employment of thirteen (13) weeks or less.

**Article 8 – Correspondence**

8.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Administrator or their designated representative, and the President of the Union or their designated representative.

**Article 9 - Labour Management Committee**

9.01 Establishment of Committee

A Labour Management Committee shall be established consisting of four (4) representatives of the Union and an equal number of representatives of the Employer. The numbers may be reduced by mutual agreement between the parties. The Employer shall be duly notified in writing as to the names of the Union representatives selected.

9.02 Functions of Committee

The Committee shall concern itself with the following general matters:

- (1) Promoting safety and sanitary practices;
- (2) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- (3) Other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

9.03 Meetings of Committee

The Committee shall meet at least once each month, at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent. The Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

9.04 Chairperson of the Meeting

The meetings of the Committee shall be chaired alternately by the Employer's representative and the Local Union representative.

9.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson as promptly as possible after the close of the meeting. Each party shall receive four (4) copies of the minutes within seven (7) days following the meeting.

9.06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussion. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

9.07 Labour Management Committee

The Administrator and the local President will endeavour to attend Labour Management Committee meetings.

**Article 10 - State of Emergency Due to Weather Conditions**

10.01 Adverse Weather Conditions - State of Emergency

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

- (i) All employees are required to report for duty as scheduled.
- (ii) When an employee through no fault of their own is unable to report for work because of a declared state of emergency, such employee shall suffer no loss in pay or other benefits, nor shall they be required to make up, in any way, for time lost due to not reporting for work.
- (iii) Notwithstanding 10.01 (i) above, the Employer reserves the right to close down or reduce staffing levels in any department(s) in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of 10.01 (ii) above.

- (iv) An employee who worked during the emergency will be paid at the rate of time and one-half (1 1/2) for all hours worked.
- (v) Where the Employer requires an employee to work during a declared state of emergency, the Employer shall endeavour to provide transportation to and from work.

10.02 Adverse Weather Conditions

When an employee through no fault of their own is unable to report for work due to adverse weather conditions other than those referred to in clause 10.01 (ii) above, they may be allowed the opportunity to proceed on annual leave or time owed provided they have such leave or time to their credit. In the event an employee has no leave to their credit, then they can borrow annual leave from next year's leave.

This clause will not apply unless the employee has made a reasonable effort to report to work.

**Article 11 - Grievance Procedure**

11.01 Definition of Grievance

A grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.

11.02 Prompt Procedure

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the union Stewards to assist any employee in preparing and presenting their grievance in accordance with the grievance procedure.

11.03 Shop Stewards

The Employer recognizes the right of the Union to appoint or elect Shop Stewards on the following basis:

900-999 employees	19 Shop Stewards
800-899 employees	18 Shop Stewards
700-799 employees	17 Shop Stewards
600-699 employees	16 Shop Stewards
500-599 employees	15 Shop Stewards
400-499 employees	13 Shop Stewards
300-399 employees	11 Shop Stewards
200-299 employees	9 Shop Stewards
100-199 employees	7 Shop Stewards
Less than 100 employees	5 Shop Stewards

Add two (2) Shop Stewards for each one hundred (100) employees or part thereafter nine-hundred and ninety-nine (999).

11.04 Names of Stewards

The Union shall notify the Employer in writing of the name of each Shop Steward and the department(s) they represent before the Employer shall be required to recognize them.

11.05 Processing of Grievances

Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the employer's representative.

11.06 Permission to Leave Work

It is agreed that Shop Stewards will not absent themselves from their departments for the purpose of handling grievances without first obtaining permission of the Shop Steward's supervisor and that permission will not be unreasonably withheld.

11.07 Settling of Grievances

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

Step 1 The aggrieved employee shall within seven (7) calendar days after becoming aware of the occurrence of the grievance, submit their grievance to the Shop Steward or in the absence of their Shop Steward, another Shop Steward may process the grievance.

Step 2 If the Steward considers the grievance to be justified, the employee concerned together with the Shop Steward, may within seven (7) calendar days following receipt of the grievance, submit their grievance in writing to the employee's supervisor outlining the alleged violations and redress sought. An earnest effort shall be made by all parties to settle the grievance at step 2.

Step 3 Failing satisfactory settlement within four (4) calendar days after the dispute was submitted under Step 2, the Steward, within a further five (5) calendar days, will submit to the Department Head or Personnel Officer as the case may be, a written statement of the particulars of the grievance and redress sought. The Department Head and/or Personnel Officer shall render their decision within six (6) calendar days of receipt of such notice.

Step 4 Failing settlement being reached in Step 3, the shop steward assisted by another shop steward shall within seven (7) calendar days submit the grievance to the Administrator who shall render their decision within nine (9) calendar days of receipt of such notice.

Step 5 Failing settlement being reached in Step 4, either party may refer the dispute to arbitration within fifteen (15) calendar days of the Administrator's decision in Step 4. All time limits in the grievance and arbitration procedure shall be exclusive of the paid holidays as outlined in clause 20.01.

11.08 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1, 2, and 3 of the grievance procedure shall be omitted in such cases.

11.09 Policy Grievance

Where a dispute arises involving a question of general application or interpretation of this Agreement, the Union or the Employer may initiate a grievance and the parties may mutually agree to bypass Steps 1, 2, and 3 of clause 11.07.

11.10 Union May Institute Grievances

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

11.11 Replies in Writing

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

11.12 Facilities for Grievance Meetings

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

11.13 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with clause 33.02 shall form part of this Collective Agreement and are subject to the grievance and arbitration procedures.

11.14 Technical Objections to Grievances

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

**Article 12 – Arbitration**

12.01 Composition of Board of Arbitration

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

12.02 Failure to Appoint

If the party receiving the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a chairperson, within the fourteen (14) calendar days of their appointment, the appointment shall be made by the Minister of Immigration, Population Growth and Skills, upon the request of either party.

12.03 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure. It shall hear and determine the difference or allegation and render a decision within fourteen calendar (14) days from the date of the arbitration hearing.

12.04 Decision of the Board

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

12.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within seven (7) calendar days.

12.06 Expenses of the Board

Each party shall pay:

- (1) The fees and expenses of the nominee it appoints.
- (2) One-half (1/2) of the fees and expenses of the Chairperson.

12.07 Amending of Time Limits

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

12.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

12.09 Single Arbitrator

The parties may mutually agree to the substitution of a single Arbitrator for an Arbitration Board, in which event the foregoing provisions of clauses 12.03, 12.04, 12.05, 12.06 (2), 12.07, and 12.08, and the provisions of Article 13.02 shall apply equally to a single arbitrator where reference is made to an Arbitration Board.

12.10 Grievance and Arbitration Pay Provision

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

### 12.11 Expedited Arbitration

Subject to agreement of both parties, a form of expedited arbitration one (1) or two (2) may be used following Step 4 of the Grievance Procedure. The particulars are as follows:

#### Expedited 1

- (1) In any dispute of interpretation or application of the collective agreement, the parties agree to submit a written brief only detailing the arguments of the respective parties to a single Arbitrator within fifteen (15) calendar days of the written response of the Administrator in Step 4 of the Grievance Procedure.
- (2) The single Arbitrator must be agreed to by both parties within seven (7) calendar days of the Administrator's written response and the appointed Arbitrator must be willing to render a verbal decision within two (2) calendar days following receipt of the written brief from each party.
- (3) Decisions will be non-precedental and without prejudice of any subsequent grievance of a similar nature.

#### Expedited 2

- (1) In any dispute of interpretation or application of the collective agreement, the parties agree to submit a written brief and present oral arguments to a single arbitrator within twenty (20) calendar days of the written response of the Administrator in Step 4 of the Grievance Procedure.
- (2) The single Arbitrator must be agreed to by both parties within seven (7) calendar days of the Administrator's written response and the appointed Arbitrator must be willing to render a written decision within twenty (20) calendar days following presentation of written briefs and oral arguments of each party.
- (3) The single Arbitrator may, for the purpose of their clarification, request the appearance of witnesses for questioning at the time for the hearing or during the decision period when an additional meeting may be convened by the Arbitrator.

Both parties retain access to the complete arbitration process as described in Article 12 of the collective agreement where they do not wish to implement expedited arbitration one (1) or two (2). Decisions of the Arbitrator will be binding on both parties within the guidelines of the *Public Service Collective Bargaining Act*. Cost will be shared on a 50/50 basis.

### 12.12 Mediation

Prior to proceeding to arbitration, the parties may avail of the services of a mediator to attempt to resolve the grievance. Additionally, the arbitrator may act as a mediator prior to commencing a hearing with the agreement of the parties. Both parties will equally share the cost of the mediator. Both parties retain access to the complete arbitration process as described in Article 12 of the Agreement where either party does not agree to mediation.

## Article 13 - Probation, Discharge, Suspension and Discipline

### 13.01 Probationary Period

The probationary period will be six hundred and fifty (650) hours in all institutions. The probationary period for part-time and temporary employees shall be equivalent to that of a full-time employee. If an employee has not completed six hundred and fifty (650) hours of work during this period, their probationary period may be extended until they actually complete six hundred and fifty (650) hours of work. A temporary employee shall be allowed to accumulate periods of employment in order to complete a probationary period. For the purpose of this clause, time off with pay, excluding workers' compensation and sick leave, approved by the Employer, shall be considered as time worked.

### 13.02 Discipline

#### (a) Suspension or Discharge

An employee who has completed their probationary period may be dismissed, but only for just cause. When an employee is discharged or suspended, such employee shall be advised within seven (7) calendar days in writing by the Employer of the reason for such discharge or suspension.

#### (b) Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately reinstated in their former position, without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

#### (c) Termination of Probationary Employees

The termination of a probationary employee is not subject to the grievance procedure unless discrimination is alleged.

#### (d) Warnings

Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within seven (7) calendar days thereafter, give written particulars of such censure to the employee involved.

#### (e) Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning their work within seven (7) calendar days of the event of the complaint. This notification shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction

shall not become a part of their record for use against them at any time. The report of an employee shall not be used against them after eighteen (18) months have elapsed, providing another warning or reprimand relating to the same or similar offence has not been given within that period. The employee's written reply to such notification of dissatisfaction shall become part of their record. This article shall apply in respect of any expression of dissatisfaction relating to their work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.

All correspondence pertaining to the adverse report, including the report itself, shall be disregarded and subsequently removed from the personal file after eighteen (18) months. The employee shall be responsible to see that any such documents are removed.

(f) The time limits outlined in (a) to (e) above, may be extended with mutual consent between the Employer and the Union.

(g) Performance evaluations shall not be considered an Adverse Report.

### 13.03 Personal File

(a) There shall be one (1) official recognized personal file which shall be maintained by the Human Resources/Administration Department. An employee shall, after making an appointment, be allowed to inspect their personal file during working hours and they may be accompanied by a representative of the Union if they so desire.

(b) The employee shall sign the file copy to acknowledge receipt of any disciplinary document; the employee's signature does not necessarily mean agreement with the contents of the documents.

### 13.04 Right to Union Representation

Where an employee is required to attend a meeting with the Employer which concerns a reprimand, written warnings, suspension, or discharge, the Employer shall advise the employee that they have the right to be accompanied by a shop steward or an executive member.

### 13.05 Justice and Dignity Provisions

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 14 – Seniority

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

### 14.01 Seniority Defined

- (a) Subject to 14.01 (b), 14.01 (c) and 14.03, seniority is defined as the length of service, excluding overtime, with the Employer including service with the Employer prior to the date of certifications or recognition of the union, and subject to the provisions of articles 14.04, or any other appropriate articles shall date from the last entry into employment with the Employer unless otherwise provided for in this agreement. Seniority shall operate on a bargaining unit wide basis.
  
- (b) Subject to clause 14.03, seniority for temporary employees is defined as the length of service (excluding overtime) in a particular department with the Employer, and subject to the provisions of clauses 14.04, or any other appropriate clause, shall operate on a departmental wide basis. For the purpose of this clause and any other appropriate clause, Housekeeping, Dietary, Maintenance and Laundry shall be considered as one Department; Nursing shall be considered another Department, Clerical areas shall be considered as one Department and all other areas shall be considered as one Department.  
  
The departments as outlined above will be those recognized departments with each individual Employer and the categories of employees employed in these departments may vary from Employer to Employer.
  
- (c) An employee whose position is negotiated into the bargaining unit by the parties or is included in the bargaining unit by the Labour Relations Board, shall be given seniority equivalent to the length of service with the Employer (inside or outside the bargaining unit) as long as they remain in that classification. Should the employee apply for another position within the bargaining unit then the seniority of that employee shall only be the length of service with the Employer in the bargaining unit.
  
- (d) The parties agree that seniority shall be based on a number seniority system.

### 14.02 Seniority Lists

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the actual seniority earned by the employee expressed in total hours, years, months, and days. When applying the seniority provisions of the Agreement, date of birth – year, month, day (earliest) will be used to determine preference where seniority entitlements are equal. An up-to-date seniority list based on the number seniority system shall be sent to the Union and posted on all bulletin boards in January of each year. An up-to-date seniority list for temporary employees shall be sent to the Union and posted on all bulletin boards in January and July of each year.

14.03 Probation for Newly Hired Employees

Newly hired employee(s) shall be on a probationary basis for a period as indicated in clause 13.01, and subject to article 13.03 (c) shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from original date of employment.

\*14.04 Loss of Seniority

An employee shall not lose seniority if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose seniority in the event:

1. they are discharged for just cause and not reinstated;
- \*2. they resign in writing and do not withdraw their resignation within seven (7) calendar days of its submission, provided the employee gave notice in accordance with article 21.04 (b).
3. they are absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
4. they are a permanent or part-time employee who fails to return to work within fourteen (14) calendar days following a layoff and having been notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of all employees to keep the Employer informed in writing or e-mail of their current address and telephone number. A permanent or part-time employee recalled for employment of short duration at a time when they are employed elsewhere, shall not lose their recall rights for their refusal to return to work;
5. they are laid off for a period longer than two (2) years; or
6. they are a temporary employee and refused recall on three (3) occasions in an eighteen (18) month period to a position of the same pay range level or a higher pay range level if the employee is qualified unless through sickness or just cause. The current practice at each institution will be maintained.

14.05 (a) Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall maintain their seniority number while outside the unit.

(b) Transfers Back into the Bargaining Unit

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

14.06 Entry Into Permanent Employment by Temporary Employees

Temporary employees who have obtained permanent employment shall be placed on a trial period in accordance with clause 15.05. If the employee successfully completes their trial period, they shall be given credit for all seniority accumulated while employed as a temporary employee.

- 14.07 Temporary Assignment and Seniority to Non-bargaining Unit Work  
When an employee is temporarily assigned to non-bargaining unit work, they shall continue to earn benefits of the Agreement and pay union dues.
- 14.08 Seniority for Paid Leave  
Employees on any form of paid leave shall be eligible to accumulate service credits for seniority purposes.
- 14.09 Seniority for Unpaid Leave  
Employees on periods of unpaid leave will retain seniority, provided the employee would not have been laid off during the period of unpaid leave. No retroactive application.

### **Article 15 - Promotions and Staff Changes**

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

- \*15.01 Job Postings  
When a vacancy occurs or a new position is created, including temporary vacancies covering periods in excess of thirteen (13) continuous weeks either inside or outside the bargaining unit, the Employer shall post notices of the positions electronically for a period of not less than (7) calendar days. Copies of all postings are to be supplied concurrently to the Local Union Secretary.
- 15.02 Information on Postings
- (a) Notices of new postings or of vacancies within the facility shall contain the following: Title of position; qualifications; required knowledge and education; skills; wage or salary rate or range; and whether shift work could be involved. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, "This position is open to all applicants".
  - (b) Notwithstanding clause 4.01 (a) and 15.02 (a), the Employer shall be permitted to hire employees on the basis of a bona fide occupational qualification if first mutually agreed by the Union. If no mutual agreement can be reached, the matter shall be referred to the Human Rights Commission for resolution before the job is posted.
- 15.03 Procedure for Filling Vacancies
- (a) No position will be filled from outside the bargaining unit until the applications of the present employees have been fully processed. All union members with more seniority than the successful applicant who apply for such positions and are unsuccessful shall be provided in writing, upon written request by the union member, with the reasons for the applicant's failure to acquire the position(s). No position of a permanent nature will be filled by keeping temporary employees on in excess of thirteen (13) weeks without posting the position.

- (b) Where, in the Employer's opinion, a temporary position is expected to exceed a period of thirteen (13) continuous weeks, or where a position exceeds thirteen (13) continuous weeks, such position shall be posted in accordance with clause 15.01.

**\*15.04 Role of Seniority in Promotion and Transfers**

- (a) Both parties recognize;
  - (1) the principle of promotion within the service of the Employer;
  - (2) that job opportunity should increase in proportion to 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 total seniority basis whether temporary or permanent seniority for filling such vacancy, provided that the applicant's qualifications meet the required standards for the new position. The successful applicant from within the bargaining unit shall be notified within four (4) weeks of posting.

Any experience gained by a temporary employee while working in a temporary position immediately before that position is posted as a permanent position shall not be the deciding factor in that job competition.

**\*(b) Permanent Employees to Temporary Positions**

Subject to the approval of the Employer, a permanent employee who applies for and is accepted for a temporary position in accordance with clause 15.04 (a) may revert to their former position upon completion of the temporary work. The Employer shall notify the employee of its decision before the permanent employee commences the temporary work. Such employee shall maintain their permanent status. Such approval shall not be unreasonably denied.

Employees accepting temporary positions will not be able to accept other temporary positions until two (2) months prior to the end date specified in their initial letter of appointment to the temporary position unless the employee is accepting a position:

- a) with a higher rate of pay; or
- b) with an increased number of bi-weekly hours; or
- c) without a scheduled night shift; or
- d) greater than 50 km distance from current work site; or
- e) with a longer end date than their current position.

**15.05 Trial Period**

- (i) The successful applicant shall be placed on trial for a period of four hundred and eighty seven point five (487.5) working hours, exclusive of the orientation period. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of four hundred and eighty seven point five (487.5)

working hours, exclusive of the orientation period. 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 rearrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority.

(ii) Twelve Hour Shift

The successful applicant shall be placed on trial for a period of four hundred and eighty seven point five (487.5) working hours, exclusive of the orientation period.

Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of three hundred and twenty-five (325) working 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.

15.06 Promotions Requiring Higher Qualifications

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 on their application. Such employee will be given an opportunity to qualify within a reasonable length of time not exceeding four hundred and eighty seven point five (487.5) working hours and to revert to their former position if required qualifications are not met within such time.

15.07 Notification of Successful Applicant

Within thirty (30) calendar days of the notification of the successful applicant to a vacant position, the name of the successful applicant shall be posted on all bulletin boards provided for job competitions. The Employer and Union Local may agree to the use of an electronic medium for notification of successful applicants, in which case the notification shall be within fourteen (14) calendar days.

15.08 Incapacitated Worker Provision

(a) An employee who has been incapacitated by illness, injury, compensable occupational disablement, temporary disablement or through advancing years is unable to perform the regular duties of their position, they will displace another employee commencing with the most junior employee of all the positions in their classification or another classification in the bargaining unit provided that they have sufficient qualifications to perform the work required and provided that the employee being displaced is less senior.

- (b) An employee who is displaced shall displace the most junior employee in the same classification or another classification provided that they have sufficient qualifications to do the work required, provided that their hours of work are not changed unless mutually agreed, and provided that the employee being displaced is less senior.
- (c) Any employee who may have their hours of work changed because of this clause shall have the option of taking the change in hours or going on lay off.
- (d) A permanent employee may displace a permanent or temporary employee.
- (e) A temporary employee may displace another temporary employee.
- (f) A permanent employee displacing into a lower paying position shall be “red-circled”. Red-circling shall only apply to a temporary employee who is in a posted position for a minimum of twenty-four (24) consecutive months. Red-circling shall remain in effect for the duration of the posted position.
- (g) For all displacements under this clause, there shall be a trial period as outlined in clause 15.05.

15.09 On the Job Training

The Employer recognizes the desirability of on-the-job training opportunities for employees and agrees to inaugurate and maintain a program that will provide such training opportunities. Employees participating in such training will maintain their present salary during such periods of training.

15.10 Training Courses

The Employer shall bulletin all in-service training courses for a period of not less than fourteen (14) calendar days. The bulletin shall contain the name and date of the course and where further information can be obtained. In the process of selection of employees of the bargaining unit, the senior permanent employee for whom the course is required shall be given preference provided they meet the required qualifications for admission to the course.

Seniority shall prevail for any other opening for the course provided the applicants meet the required qualifications for admission to the course.

15.11 Pay During Upgrading

When an employee wishes to upgrade themselves through an Employer approved training course, then with the prior approval of the Employer, education leave may be awarded for such attendance. The duration of and rate of pay or bursary for such leave shall be in accordance with the terms and conditions established by the Employer.

15.12 Assistance for Training

The Employer agrees to give as much assistance as practical to employees who desire further training.

15.13 Changes in pay on Promotion

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

**Article 16 - Layoff and Recall**

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

16.01 Role of Seniority in Layoff

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, the following provisions shall apply:

- (a) Temporary employees shall be laid off before any permanent employees are laid off provided that the permanent employees being retained have sufficient qualifications to perform the work required.
- (b) Temporary employees shall be laid off in the reverse order of seniority in their respective departments provided that those temporary employees being retained have sufficient qualifications to do the work required.
- (c) Permanent employees shall be laid off in the reverse order of seniority provided that those permanent employees being retained have sufficient qualifications to do the work required.
- (d) A permanent employee whose position is affected by the Employer's decision to layoff shall either accept layoff or displace the most junior permanent employee in their classification or another classification provided that their hours of work are not changed unless mutually agreed. A displaced employee shall displace the most junior permanent employee in another classification provided that they have sufficient qualifications to do the work required and provided that their hours of work are not changed unless mutually agreed. An employee displacing into a lower paying position shall maintain their rate of pay and be "red circled".
- (e) Any employee who may have their hours changed because of the layoff procedure shall have the option of taking the change in hours or going on layoff.
- (f) For all displacements under this clause, there shall be a trial period of four hundred and eighty seven point five (487.5) working hours, exclusive of the orientation period in accordance with clause 15.05.
- (g) A permanent employee who bumps into a temporary position shall retain their permanent status. A permanent employee who has the option to bump into a permanent position upon layoff and chooses to bump into a temporary position forfeits their ability to bump into a permanent position in future. A permanent

employee may displace a permanent or temporary employee. A temporary employee may only displace another temporary employee.

- (h) Notwithstanding Clause 16.01 (c), and with effect from July 25, 1994, permanent employees whose positions are declared redundant and are unable to bump into another position, or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice of termination. If such an employee wishes to retain seniority and recall rights instead of termination, they shall be given notice in accordance with 16.04(b).

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 the attached chart in Schedule H. Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. The employee affected by notice of termination shall not be subject to the notice period under Article 16.04(a).

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

#### 16.02 Recall Procedure

For the recall of employees, the following procedure shall apply:

- (a) Permanent employees shall be recalled before temporary employees provided that the permanent employees being recalled have sufficient qualifications to do the work required.
- (b) Permanent employees shall be recalled in order of seniority provided that those permanent employees being recalled have sufficient qualifications to perform the work required.
- (c) Temporary employees, including those on a probationary period, shall be recalled in order of seniority in their respective Departments providing those temporary employees being recalled have sufficient qualifications to do the work required.
- (d) A permanent employee shall be recalled for temporary employment if the permanent employee indicates that they are willing to work periods of temporary employment. In such cases, the permanent employee will be required to report for work as needed by the Employer; their refusal unless for illness or other just cause will mean a loss of recall rights for temporary employment but they will maintain their seniority. For

such periods of temporary employment, they shall earn seniority on a permanent basis. The refusal to return to work is subject to the same understanding as in clause 14.04 (6).

- (e) It is the responsibility of the employee to keep the Employer informed of their current address and telephone number.
- (f) Temporary employees being recalled to a position with a lower pay range level than previously employed in and who refuse to return to work shall not lose their seniority but they will forfeit their right to future recall in a position at that lower pay range level.
- (g) Where the Employer has offered a temporary employee a period of employment less than the normal hours of work for the areas and, either prior to or during the period of employment, the Employer offers additional hours up to the hours normally worked in the area, this shall not be considered as a change of shift as per 17.03(d). The temporary employee shall have the option to decline the additional hours above those initially offered, subject to the availability of qualified replacement staff and provided the Employer does not incur any additional cost.

#### 16.03 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall provided that those recalled have sufficient qualifications to perform the work required.

#### 16.04 Notice of Layoff

- (a) Subject to clause 16.04 (b), (c) and (d), unless legislation is more favourable to the employee, the Employer shall notify permanent employees who are to be laid off thirty (30) calendar days prior to the date of layoff and temporary employees' fourteen (14) calendar days prior to the date of layoff. If the employee has not had an opportunity to work the days as provided in this clause, they shall be paid for the days for which work was not made available. Permanent employees with five (5) years of service and beyond shall receive an additional one (1) week's notice for each year of service.
- (b) Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment and wish to retain recall and seniority rights shall be given notice of layoff as follows: the period of notice shall be the greater of the notice under 16.04(a) or the notice as per Schedule H.
- (c) A temporary employee being displaced by a more senior temporary employee within the department shall be deemed to have been given notice of layoff by the exercising of the bumping rights by the more senior temporary employee.

- (d) The Employer and the Union may agree upon a time frame for the completion of layoffs. If the Employer and the Union cannot agree, then the following shall apply:
  - (i) A permanent employee who has been given notice of layoff in accordance with clause 16.04(a), shall notify the Employer of their intention within forty-eight (48) hours of receiving such notice.
  - (ii) After the Employer receives the employee's decision under clause 16.04(c) (i), the Employer shall notify the other affected permanent employee who then shall be deemed to have been given notice of layoff at the same date that the notice was given to the senior permanent employee.
  - (iii) Notwithstanding the above, no permanent employee shall be laid off by virtue of being displaced by a more senior permanent employee without at least forty-eight (48) hours notice.

16.05 Property Destroyed or Damaged

In the event that the Employer's property is damaged or destroyed so that the employees cannot perform their regular work, the Union and the Employer shall agree upon a method to layoff the employees of that particular area. If no agreement can be reached, the general layoff provision of Article 16 shall apply.

16.06 Return to Former Classification

- (a) A permanent employee who bumps out of their classification as a result of a layoff shall be given the opportunity, prior to the posting of the position, to return to that classification should a position become available in the classification within twenty four (24) months of the date of the initial bump. Should the employee refuse this offer, the Employer shall have no further obligation to offer a position to the employee in the same classification.
- (b) No employee shall be permitted to access such a position should the bi-weekly hours of work exceed those of the employee's original position.

16.07 Permanent Employees Reduction in Hours of Work

Permanent employees who have a reduction in their hours of work shall have access to the layoff provisions of clause 16.01.

**Article 17 - Hours of Work and Work Schedule**

17.01 Hours of Work

- (a) (i) The normal daily hours of work shall be seven and one-half (7 1/2) hours per day exclusive of meal breaks.
- (ii) Twelve Hour Shift  
The hours of work shall be an average of seventy-five (75) hours a fortnight divided into 11 ¼ hours or a combination of 7 ½ and 11 ¼ hours, exclusive of meal breaks.

- (b) On an experimental basis and without committing either party to a permanent change in the existing hours of work, the parties may jointly establish a schedule providing for a compressed work week.
- (c) Employees on staff at the signing of this Agreement whose work week and/or work day is less than those specified in Article 17 will not have their hours of work increased during the term of this agreement.
- (d) Hours of Work - Part-time Employees
  - (i) Part-time employees shall not be scheduled by the Employer for less than three (3) hours in any shift. After their regularly scheduled hours up to equivalent full time hours, part-time employees shall be paid the sum of thirty (30) cents per hour in addition to their regular hourly rate.
  - (ii) On an annual basis, part-time employees will advise their Employer in writing of their desire to work additional shifts up to equivalent full-time hours. These part-time employees shall be placed on the temporary recall list and recalled in accordance with seniority for those additional shifts. Clause 17.01 (d)(i) will not apply to these additional hours worked by the part-time employees.
- (e) Part-time Employee - Change in Hours of Work

If the hours for the part-time position for which the employee was hired are increased to full time hours (excluding those additional hours outlined in clause 17.01 (d)) for a period of six (6) months or longer, then this position shall be posted in accordance with Article 15. If the part-time employee in the position is unsuccessful in obtaining the full-time position, they may be laid off in accordance with Article 16.

#### 17.02 Normal or Average Days Per Week

- (a) The normal days of work shall be either five (5) days per week, or four (4) days in one week and six (6) days in the alternate week, or three (3) days in one week and seven (7) days in the alternate weeks.
- (b) It is agreed that those institutions, which through established institutional policy, currently follow a practice of not scheduling employees in a specific department to work more than five (5) days in a calendar week shall continue this practice for the life of the Agreement.
- (c) Clause 17.02 does not apply to employees working a twelve (12) hour shift schedule.

#### 17.03 Working Schedule

- (a) (i) Days off shall be planned in such a way as to equally distribute weekends off. Employees shall receive a minimum of every third (3rd) weekend off, unless otherwise mutually agreed between the employee and the supervisor.

The Employer shall endeavour to grant every second (2nd) weekend off. The weekend off shall mean a Saturday and Sunday immediately following ensuring the employee a minimum of fifty-six (56) hours off duty.

(ii) Twelve Hour Shift

Employees shall receive a minimum of two (2) weekends out of every four (4) weekends and the Employer shall endeavour to grant every second (2<sup>nd</sup>) weekend off unless otherwise agreed by mutual consent. The weekend off shall mean a Saturday and Sunday immediately following ensuring the employee a minimum of fifty-six (56) hours off duty.

(b) There shall be no split shifts;

(c) The working schedule of each employee, showing the shifts and day(s) off work, shall be posted in an appropriate place at least two (2) weeks in advance. When an employee's day(s) off are changed or rescheduled within forty-eight (48) hours of the originally scheduled day(s) off, they shall be paid double time for hours worked on the originally scheduled day(s) off. This clause shall not apply if the day (s) off are changed at the request of the employee.

(d) Change of Shift

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

(1) twenty-four (24) hours notice before the originally scheduled shift if the rescheduled shift occurs after the originally scheduled shift.

(2) twenty-four (24) hours notice before the rescheduled shift if the rescheduled shift occurs before the originally scheduled shift.

Should the required notice not be given in accordance with this Article, the employee shall be paid at the rate of time and one half (1 1/2) their regular hourly rate for the shift worked. In cases where the employee's regularly scheduled shift is changed, it is the responsibility of the Employer to directly notify the employee affected by the change before they report to work. This clause shall not apply if the change of shift was made at the request of the employee.

(e) Daylight Saving Time

The changing of Daylight Saving Time to Standard Time, or vice versa, shall not result in employees being paid less than normal scheduled daily hours and no overtime shall accrue.

17.04 Rest Periods

(i) An employee shall be permitted a rest period of fifteen (15) consecutive minutes in the first half and in the second half of the shift.

(ii) Twelve Hour Shift

An employee shall be permitted a rest period of fifteen (15) consecutive minutes during each third of the shift. The meal period and a rest period may be combined by mutual agreement between the employee and their supervisor.

17.05 Days Off

(a) Days off shall be allocated at the rate of the minimum of two (2) consecutive days off except where mutually agreed between the employee and the supervisor.

(b) Days off for Employees Working as Temporary Employees

Employees shall be allocated two (2) consecutive days off if any of the following scenarios are met:

(i) an employee works three (3) consecutive twelve (12) hour shifts;

(ii) an employee, who over a seven (7) day period, works a combination of consecutive shifts consisting of eight (8) hour shifts or shifts of less than eight (8) hour duration;

(iii) an employee who works a combination of shifts, which includes at least one (1) shift of greater than eight (8) hour duration, will be scheduled for two consecutive days off once they work 37.5 hours.

Two consecutive days off may be reduced to one (1) day off upon written request of the employee.

17.06 Consecutive Shifts

(a) No permanent employee shall be compelled to work more than seven (7) consecutive days in a ten (10) day period unless otherwise mutually agreed between the employee and the supervisor.

(b) No temporary employee shall be compelled to work more than seven (7) consecutive days in a ten (10) day period, unless otherwise mutually agreed between the Union and the Employer.

(c) Twelve Hour Shift

No employee shall be compelled to work more than three (3) consecutive shifts unless otherwise mutually agreed between the employee and the supervisor.

17.07 Exchange of Shifts

Employees may be permitted to exchange their shifts with an employee in the same classification provided that the employee's supervisor is notified in writing and approves the change in shift.

17.08 Twelve Hour Work Schedule

The Employer and the Union may agree that employees in a particular work area may work a twelve (12) hour shift schedule. The request for a twelve (12) hour shift schedule may come from 100% of the employees in the work area or the Employer and if agreed upon by the parties, all employees in that area shall work a twelve (12) hour shift schedule. This

twelve (12) hour shift schedule shall remain in effect in the work area until either of the parties gives the other thirty (30) calendar days notice of its intention to terminate this Agreement.

## **Article 18 – Overtime**

### **18.01 Definition of Overtime**

#### **(a) Full-time Employees**

- (i) Non-shift Workers - All time worked by a full-time employee before or after their regularly scheduled daily or weekly hours shall be considered overtime.
- (ii) Shift Workers - All time worked by a full-time employee before or after their regularly scheduled daily or biweekly hours shall be considered overtime.

#### **(b) Part-time Employees**

- (i) Non-shift Workers - All time worked by a part-time employee in excess of equivalent full-time hours on a daily or weekly basis shall be considered overtime.
- (ii) Shift Workers - All time worked by a part-time employee in excess of equivalent full-time hours on a daily or biweekly basis shall be considered overtime.

#### **(c) Temporary Employees**

All time worked by temporary employees in excess of equivalent full-time hours on a daily, weekly, or biweekly (depending on temporary employee's work schedule shift or non-shift) basis shall be considered overtime.

#### **(d) Approval of Overtime**

All overtime is subject to the prior approval of the Administrator or their designated representative.

#### **(e) Subject to clause 18.01(d) overtime shall be calculated in thirty (30) minute intervals.**

### **18.02 Normal Overtime Rate**

The normal overtime rate shall be pay or time off at the rate of time and one-half (1 1/2).

### **18.03 Compensation for Work on Paid Holidays not Regularly Scheduled**

For hours worked on a holiday when the employee was not regularly scheduled to work, they shall be paid in addition to the normal day's pay at the rate of time and one-half (1 1/2) their regular hourly rate.

### **18.04 Meal Periods**

- (a) The Employer will endeavour to post the meal period for employees prior to the commencement of the shift but in any event it shall be posted within the first two hours of the shift.

- (b) During the meal period employees are permitted to leave the premises.
- (c) Employees recalled to the work area during meal breaks will be paid at the applicable overtime rate for the period worked. If an employee is not permitted by the Employer to take a meal break during their shift, they shall be paid at the rate of time and one half (1 1/2) for that meal period.

18.05 No Layoff to Compensate for Overtime

An employee shall not be laid off during regular hours to equalize any overtime worked.

18.06 Calculating of Overtime Rates

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

18.07 Sharing of Overtime

- (a) The opportunity to work overtime hours and callback shall be divided in a fair and equitable manner among employees who normally work in the work area and are qualified to perform the available work.
- (b) An employee who is unavailable for overtime, unable to accept overtime or declines overtime shall be considered as having worked the overtime and it shall be recorded as such as per Article 18.07(c).
- (c) The Employer shall maintain up to date records of all overtime hours. For this purpose, the record period shall be the fiscal year unless otherwise mutually agreed between the local Union and the Employer. The records shall be made accessible to employees on a quarterly basis. The number of hours recorded as overtime hours shall be equal to the applicable overtime rate times the hours worked by the employee who accepted the overtime.
- (d) Employees not wishing to work overtime shall put forth their desire by March 1<sup>st</sup> of the preceding fiscal year. However, should the Employer exhaust the list of those willing to work overtime, all employees shall be required to work.
- (e) Throughout the record period, the Employer will attempt to balance overtime hours equitably. However, should an employee claim they have been bypassed on a specific date in the distribution of overtime, and there is a negative difference at the end of the fiscal year between the employee's overtime hours and the average overtime hours within the normal work area, the employee shall be paid an amount equal to the difference, if the difference exceeds three (3) hours. Such an amount owing shall be paid within thirty (30) days of the fiscal year ending.

18.08 Double Shift

An employee shall not be required to work a double shift without their consent.

\*18.09 Callback

- (a) An employee who is called in to work outside their normal working hours shall be paid a minimum of three (3) hours at the applicable overtime rate.
- (b) An employee shall not receive any payment for transportation expenses where:
  - (i) they live in subsidized accommodations adjacent to the facility; or
  - (ii) transportation is provided by the Employer.
- (c) Subject to (b) above, when an employee is on standby and is recalled to work under the conditions described in (a) above, they shall be paid the cost of transportation to and from their place of work to a maximum of ten dollars (\$10.00) (effective July 25, 1994) for each callback or the appropriate kilometer rate.
- \* (d) In cases where an employee is required to work on a callback beyond 0200 hours or 1400 hours and who has not had a sufficient rest period, the employee will be entitled to up to an eight (8) hour rest period without loss of pay before commencing the employee's regular scheduled shift.
- (e) Standby means any period of time during which, on the instructions of the Administrator, an employee is required to be available for recall to work.
- (f)
  - (i) An employee required to perform standby duty shall be paid twenty dollars and forty cents (\$20.40) for each eight (8) hour shift of standby.
  - (ii) When a standby is required on statutory holiday, the rate of compensation shall be twenty two dollars and sixty cents (\$22.60) for each eight (8) hour shift of standby.
- (g) Twelve Hour Shift
  - (i) An employee required to perform standby duty shall be paid thirty dollars and sixty cents (\$30.60) for each twelve (12) hour shift of standby.
  - (ii) When a standby is required on a statutory holiday, the rate of compensation shall be thirty-three dollars and ninety cents (\$33.90) for each twelve (12) hour shift of standby.
- (h) No compensation shall be granted for the total period of standby duty if the employee does not report for work when required.
- (i) On-call duty shall be equally divided among the qualified employees.

**\*18.10 Consecutive Work Premium**

- (a) Subject to article 17.06 (a) and (b), all work performed on the eighth (8<sup>th</sup>) day and subsequent consecutive days of work shall be paid at double time. This clause shall not apply to those consecutive shifts in excess of seven (7) shifts worked at the request of the employee.
- (b) Subject to Article 17.06, all work performed on the fourth (4<sup>th</sup>) shift shall be paid for at the rate of time and one half (1 ½) and double time for the fifth (5<sup>th</sup>) and subsequent consecutive shifts. This clause shall not apply to those consecutive shifts in excess of three (3) shifts worked at the request of the employee.
- (c) Consecutive Work Premium for Employees working as Temporary Employees
  - (i) If a temporary employee works three (3) consecutive twelve (12) hour shifts, all work performed on the fourth (4<sup>th</sup>) day shall be paid for at the rate of time and one-half (1 ½) and double time for the fifth (5<sup>th</sup>) and subsequent consecutive days.
  - (ii) If a temporary employee works in excess of seven (7) consecutive days, all work performed on the next and subsequent consecutive days of work shall be paid for at the rate of double time.
  - (iii) If a temporary employee works in excess of the thirty-seven point five (37.5) hours as per 17.05 b) iii), all work performed on the next calendar day shall be paid at the rate of time and one-half (1 ½) and double time for subsequent consecutive days.
- \*(d) For the purposes of (a), (b), (c) (i) and (ii), if an employee is recalled or scheduled for overtime on their day off, it shall apply for the purpose of calculating consecutive days.

**18.11 Time off in Lieu of Overtime**

Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a time to be mutually agreed between the employee and their supervisor. The employee's decision to receive time off must be conveyed to the supervisor within seventy-two (72) hours of the conclusion of the overtime. An employee shall be permitted to accumulate overtime hours. On an annual basis, if an employee has accumulated greater than 75 hours, the employee shall receive pay for any hours greater than 75 hours at the appropriate overtime rate. With mutual agreement between the employee and their supervisor, the employee may receive time off in lieu.

**Article 19 - Shift Work**

**19.01 Shift Differential**

- (a) (i) Shift Differential (Eight (8) Hour Shifts)

A shift differential of two dollars and thirty cents (\$2.30) per hour shall be paid for each hour the employee works between the hours of 1600 on one

day and 0800 hours on the following day, excluding those employees working on a recognized day shift.

(ii) Shift Differential (Twelve (12) Hour Shifts)

A shift differential of two dollars and thirty (\$2.30) cents per hour shall be paid for each hour the employee works between the hours of 1600 on one day and 0800 hours on the following day.

(b) Saturday and Sunday Differential

A Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday.

(c) If an employee qualifies for both differentials under (a) and (b) above, they shall receive both.

**\*19.02 Rest Between Change of Shift**

(i) Eight Hour Shifts

There shall be at least sixteen (16) hours of rest between change of shifts (excluding overtime) unless otherwise agreed to by mutual consent between the employee and the supervisor. Where sixteen (16) hours of rest (excluding overtime) are not provided, the employee shall receive pay at the rate of time and one half (1 1/2) for each hour worked on the scheduled shift which infringes on the sixteen (16) hour rest period.

\* (ii) Twelve Hour Shift

There shall be at least twelve (12) hours of rest between change of shifts unless otherwise agreed to by mutual consent between the employee and the supervisor. Where twelve (12) hours of rest (excluding overtime) are not provided, the employee shall receive pay at the rate of time and one half (1 1/2) for each hour worked on the scheduled shift which infringes on the twelve (12) hour rest period.

(iii) Shifts of Less Than Eight (8) Hours

There shall be at least twelve (12) hours between shifts unless otherwise agreed to by mutual consent between the employee and the supervisor.

**19.03 Rotation of Shifts**

The rotation of shifts shall be carried out in an equitable manner. Each employee shall receive at least seven (7) days of day shift in a month, provided they may waive this right.

**Article 20 – Holidays**

**20.01 (a) Holidays**

(i) Employees shall receive one (1) day's paid leave for each of the nine (9) holidays as follows:

(a) New Year's Day

(f) Labour Day

(b) Good Friday

(g) Thanksgiving Day

- |     |                  |     |               |
|-----|------------------|-----|---------------|
| (c) | Commonwealth Day | (h) | Christmas Day |
| (d) | Memorial Day     | (i) | Boxing Day    |
| (e) | Orangemen's Day  |     |               |
- (ii) Employees shall receive seven point five (7.5) working hours paid leave for each of the nine (9) holidays as follows:
- |     |                  |     |                  |
|-----|------------------|-----|------------------|
| (a) | New Year's Day   | (f) | Labour Day       |
| (b) | Good Friday      | (g) | Thanksgiving Day |
| (c) | Commonwealth Day | (h) | Christmas Day    |
| (d) | Memorial Day     | (i) | Boxing Day       |
| (e) | Orangemen's Day  |     |                  |

**20.02 Compensation for Holiday Falling on Saturday**

For the purpose of this Agreement when any of the aforementioned holidays falls on a Saturday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 20 - Holidays. All other employees shall observe the following Monday as the holiday.

**20.03 Compensation for Holidays Falling on Sunday**

For the purpose of this Agreement, when any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 20 - Holidays. All other employees shall observe the following Monday (or Tuesday, where the preceding Clause already applied to Monday) as the holiday.

**20.04 Pay for Scheduled Work on Holidays**

Employees who are scheduled to work on a designated holiday (clause 20.01) shall be paid at the rate of time and one-half (1 ½) and will be granted another day off within ninety (90) calendar days. If such time off cannot be granted within ninety (90) calendar days, then the employee will receive one (1) day's regular pay in lieu or with mutual agreement between the employee and their supervisor the employee may receive time off in lieu.

**20.05 Compensation for Holidays Falling On Scheduled Day Off**

When any of the aforementioned holidays (clause 20.01) fall on employee's scheduled day off, the employee shall receive another day off with pay to be taken within ninety (90) calendar days. If such time off cannot be granted within ninety (90) calendar days, the employee will be paid one (1) day's regular pay in lieu.

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

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

20.07 Christmas and New Year's Leave

An employee scheduled to work on Christmas Day shall not be scheduled to work on New Year's Day and shall receive New Year's Eve as a scheduled day off. An employee scheduled to work on New Year's Day shall not be scheduled to work on Christmas Day and shall receive Christmas Eve as a scheduled day off unless otherwise mutually agreed between the employee and their supervisor. The Employer will endeavour not to schedule an employee to work two (2) consecutive Christmas Days or New Year's Days.

20.08 New Holidays

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

20.09 Statutory Holiday During Sick Leave

If an employee is sick on the day that the statutory holiday is designated, the employee shall be charged for the statutory holiday and there shall be no deduction from the employee's sick leave.

20.10 Payment for Holidays While on Layoff/Leave of Absence Without Pay

Holidays, as outlined in Clause 20.01 shall not be paid to an employee if the holiday occurs while the employee is on layoff status unless the employee has worked thirty-seven and one-half (37 ½) hours or more in the pay period. No employee will be laid off for the purpose of avoiding payment of a statutory holiday.

**Article 21 – Vacations**

21.01 (a) Length of Vacation

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

(i) less than one thousand nine hundred and fifty (1950) hours – twelve point five (12.5) working hours for each one hundred and sixty-two point five (162.5) hours of service;

(ii) one thousand nine hundred and fifty (1950) hours up to nineteen thousand five hundred (19,500) hours – one hundred and fifty (150) working hours;

(iii) nineteen thousand five hundred (19,500) hours but less than forty-eight thousand seven hundred and fifty (48,750) hours – one hundred and eighty-seven point five (187.5) working hours;

(iv) more than forty-eight thousand seven hundred and fifty (48,750) hours – two hundred and twenty-five (225) working hours;

(v) the minimum period of annual leave that can be taken is one (1) hour.

(ii) Twelve Hour Shift

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

- (i) Less than one thousand nine hundred and fifty (1950) hours – twelve point five (12.5) working hours for each one hundred and sixty-two point five (162.5) hours of service.
- (ii) One thousand nine hundred and fifty (1950) hours up to nineteen thousand five hundred (19,500) hours – one hundred and fifty (150) working hours.
- (iii) Nineteen thousand five hundred (19,500) hours but less than forty-eight thousand seven hundred and fifty (48,750) hours – one hundred and eighty-seven point five (187.5) working hours.
- (iv) More than forty-eight thousand seven hundred and fifty (48,750) hours – two hundred and twenty-five (225) working hours.
- (v) The minimum period of annual leave that can be taken is one (1) hour.

(b) Calculation of Length of Vacation

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

- (c) When an employee becomes eligible for a greater amount of annual vacation, they may be allowed in the year in which the change occurs, a portion of the additional leave for which they have become eligible, based on the ratio of the unexpired portion of the year to twelve (12) months computed in full working days.

21.02 Compensation for Holidays Falling Within Vacation Schedule

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

21.03 Calculation of Vacation Pay

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

21.04 Vacation Pay on Termination or Retirement

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

(b) Period of Notice

Employees shall give the Employer fourteen (14) days notice of intention to terminate their employment. The period of notice may be reduced or eliminated by mutual consent. Vacation leave shall not be used as any of the period of notice referred to in this Article.

21.05 Selection of Vacation Dates

Employees in the department, in consultation with their supervisor, shall determine the method of selecting vacation dates. In the event that majority agreement cannot be reached, preference in vacations shall be regulated according to a rotation plan. The initial placing of employees in the rotation plan will be in accordance with seniority; thereafter, the rotation will proceed without regard to seniority. If seniority is to be used as the method of selecting vacations, bargaining unit seniority shall be used.

21.06 Vacation Schedule

(a) Notwithstanding clause 21.05 for those employees who advise the Employer by April 15 of the date of their vacation preference, their vacation schedule shall be posted by May 1 and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacation shall commence immediately following an employee's regularly scheduled days off. For those employees who do not indicate a preference, in writing, by April 15, they shall receive vacation based on the vacation time available.

(b) Vacation for the purpose of this Article shall include all current, accumulated and accrued vacation leave.

21.07 Carry Forward of Vacation

(i) An employee may carry forward to another year any proportion of annual leave not taken by them in previous years until, by so doing, they have accumulated a maximum of:

(1) One hundred and fifty (150) working hours annual leave, if they are eligible for one hundred and fifty (150) working hours in any year;

(2) One hundred and eighty-seven point five (187.5) working hours annual leave, if they are eligible for one hundred and eighty-seven point five (187.5) working hours in any year;

(3) Two hundred and twenty-five (225) working hours annual leave, if they are eligible for two hundred and twenty-five (225) hours in any year.

Employees who are prohibited from taking annual leave because of Workers' Compensation benefits or extended sick leave shall be allowed to carry forward additional days.

(ii) Twelve Hour Shift

An employee may carry forward to another year any proportion of annual leave not taken by them in previous years until, by so doing, they have accumulated a maximum of:

- (i) one hundred and fifty (150) hours annual leave, if they are eligible for one hundred and fifty (150) hours or less;
- (ii) one hundred and eighty-seven point five (187.5) hours annual leave, if they are eligible for one hundred and eighty-seven point five (187.5) hours of annual leave in any year;
- (iii) two hundred and twenty-five (225) hours annual leave, if they are eligible for two hundred and twenty-five (225) hours annual leave in any year.
- (iv) Where the Employer determines that operational requirements prohibit an employee from taking their vacation leave during the year, the employee shall be permitted to carry forward the unused days.

21.08 Anticipated Vacation

A permanent employee with more than sixty (60) calendar days' service may anticipate their vacation to the end of the current vacation period as stipulated in clause 21.01 (b).

A permanent employee who on resignation has a debit balance of vacation leave will have the value of this vacation deducted from their final pay cheque.

21.09 Overtime Vacation Rate

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

21.10 Substitution for Vacation

- (a) An employee who qualifies for sick leave under Article 22 while on vacation may change the status of their leave to sick leave effective the date of notification to the Employer. The employee shall submit on their return to duty a certificate stating the total period during which they qualified for sick leave.
- (b) In the case of an employee who is admitted to hospital while on vacation, they may change the status of their leave to sick leave with effect from the date they were admitted to hospital.
- (c) An employee who, while on vacation qualified for bereavement leave, shall be credited the appropriate number of days to vacation leave.
- (d) The period of vacation so displaced in clause 21.10 (a), 21.10 (b), and 21.10 (c), shall be reinstated for use at a later date to be mutually agreed.

21.11 Accumulation of Vacation Leave While on Sick Leave, Etc.

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

21.12 Vacation Leave During Special Leave Without Pay

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

21.13 Annual Leave of Short Duration

Employees shall be permitted to take annual leave of short duration if requested and approved by the Employer. Such requests should be made at least forty-eight (48) hours prior to the vacation day requested off. Such requests will not be unreasonably denied.

21.14 Unused Vacation Paid to Estate

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

21.15 Vacation Credits for the First and Last Month of Employment

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

**Article 22 - Sick Leave**

22.01 Sick Leave Defined

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

22.02 Annual Paid Sick Leave

- (a) (i) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service.
- (ii) Notwithstanding Clause 22.02 (a)(i), an employee hired after May 4, 2004 is eligible to accumulate sick leave with full pay at the rate of one (1) day for each month of service.
- (iii) The maximum number of days of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed four hundred and eighty (480) days.
- (iv) Notwithstanding Clause 22.02 (a)(iii), the maximum number of days of sick leave which may be awarded to an employee hired after May 4, 2004 during any consecutive twenty (20) year period of service shall not exceed two hundred and forty(240) days.

(b) Twelve Hour Shifts

- (i) An employee is eligible to accumulate sick leave with full pay at a rate of fifteen (15) working hours for each 162.5 hours of service.
- (ii) Notwithstanding Clause 22.02 (b)(i), an employee hired after May 4, 2004 is eligible to accumulate sick leave with full pay at a rate of seven point five (7.5) working hours for each 162.5 hours of service.
- (iii) The maximum amount of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed thirty six hundred (3600) working hours.
- (iv) Notwithstanding Clause 22.02 (b)(iii), the maximum number of days of sick leave which may be awarded to an employee hired after May 4, 2004 during any consecutive twenty (20) year period of service shall not exceed eighteen hundred (1800) hours.

22.03 Deductions from Sick Leave

Subject to 22.02 above, a deduction shall be made from accumulated sick leave of all working hours absent for sick leave.

\*22.04 Proof of Illness

- (a) Before receiving sick leave with full pay, an employee may be required to produce a medical certificate for an illness in excess of two (2) consecutive working days. In cases of suspected abuse shown by an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of illness.
- (b) An employee shall have the option of being attended by a doctor of their choice and under no circumstances will an employee be penalized in any way by the Employer for exercising their option of being attended by their personal physician.
- \*(c) 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(s) 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 related to the ongoing medical condition for the remainder of the calendar year.

22.05 Sick Leave During Leave of Absence and Layoff

- (a) When an employee is given paid vacation or special paid leave of absence, they shall receive sick leave credit for the period of such absence on their return to work.
- (b) When an employee is on Workers' Compensation they shall receive sick leave credit for the period of such absence on their return to work if the employee is cut-off Workers' Compensation for non-compliance with the requirements of the Workers' Compensation Commission.

- (c) When an employee is on Workers' Compensation and their claim ends for other than non-compliance, the employee shall be eligible to proceed from Workers' Compensation to sick leave (including any sick leave earned while on Workers' Compensation) provided that the employee provides a medical certificate showing their inability to report to work.
- (d) When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their accumulative credit, if any, existing at the time of such layoff.

22.06 Extension of Sick Leave

- (a) (i) An employee with more than five (5) years of service who has exhausted their sick leave credits may be allowed in the event of illness, in excess of fifteen (15) days, an extension of their sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon their return to duty from their normal monthly accumulation.
- (ii) Twelve Hour Shift  
An employee with more than five (5) years of service who has exhausted their sick leave credits may be allowed in the event of illness, in excess of one hundred and twelve point five (112.5) working hours, an extension of their sick leave to a maximum of one hundred and twelve point five (112.5) working hours. This sick leave extension shall be repaid by the employee upon their return to duty from their normal hourly accumulation.
- (b) When an employee has used the maximum amount of sick leave which may be awarded to them in accordance with this Agreement they may elect, if they are still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if they are eligible to receive such leave and if not, on special leave without pay to a maximum of one continuous year unless a longer period is mutually agreed upon between the employee and the Employer. Medical certificates shall be submitted as required by the Employer.
- (c) While on special unpaid leave for sickness, the employee shall continue to accumulate seniority.

22.07 Sick Leave Records

In January, the Employer shall post the seniority list as stated in clause 14.02. This list shall also include the amount of sick leave accrued to each employee's credit and the number of days of sick leave taken by each employee from January 1st to December 31st of the previous year.

22.08 Injured on Duty

An employee who is injured during working hours and is required to leave for treatment or sent home for such injury, shall receive payment for the remainder of the shift or work day at their regular rate of pay without deduction from sick leave, provided that a medical practitioner, the staff health officer, or the nurse-in-charge states that the employee is unfit for further work.

22.09 Disability Retirement

(a) Subject to clause 22.06 (b), if it appears, in the opinion of a medical doctor, that it is unlikely that the employee will be able to return to duty after the expiration of their accumulated sick leave, the employee may be retired effective when their accumulated sick leave has expired or at retirement age, whichever occurs first; if they are to be retired, they shall receive such pension award as they may be eligible to receive.

(b) Employees unable to perform their duty because of medical reasons will be entitled to use all their accumulated sick leave and be entitled to special unpaid leave as outlined in clause 22.06 (b) before being pensioned or terminated.

22.10 Sick Leave During Special Leave Without Pay

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

(ii) Twelve Hour Shift

An employee on special leave without pay in excess of one hundred and fifty (150) working hours in total in the calendar year, shall not accumulate sick leave during such period of special leave without pay.

\*22.11 Sick Leave for Temporary Employees

(a) A temporary employee shall not receive sick leave if the temporary employee refuses recall from layoff due to illness, but the temporary employee shall earn service for seniority purposes only for the time that they did not report for work because of illness. Sick leave may only be awarded to a temporary employee who commences work and subsequently qualifies for sick leave under this Article. The temporary employee who refused recall due to illness shall report to work in accordance with Article 16 after their illness providing work is still available and providing the temporary employee gives the Employer reasonable notice.

(b) Temporary employees shall be eligible for sick leave benefits for shifts they would have been recalled to during periods of hospitalization upon proof of admission and discharge.

- \* (c) Post discharge from the hospital, temporary employees, who are unable to return to work and are under the medical care of a physician as a direct result of the medical condition for which the employee was hospitalized, shall be entitled to access accumulated sick leave benefits for any shifts the employee would have been recalled to a maximum of one hundred and fifty (150) hours.
- (d) Sick leave approval under this clause shall be subject to the provision of medical documentation acceptable to the employer.
- (e) Sick leave under this clause should be deducted from the employee's bank on an hour for hour basis.

22.12 Sick Leave for Preventative Medical and Dental Care

Employees may be allowed to take sick leave in order to engage in personal preventative medical and dental care. The employee shall be required to show proof of having received such care. The employee must endeavor, to a reasonable extent, to schedule preventative medical and dental care during off duty hours. Employees shall provide a minimum of forty-eight (48) hours advanced notice of their appointment, except in extenuating circumstances. Leave under this clause shall be deducted in accordance with Clause 22.03.

22.13 Sick Leave Credits for the First and Last Month of Employment

For the purpose of this Article, an employee who receives full salary or wages in respect of fifty (50) percent or more of the days in the first or last calendar month of their service computed in full or half (½) days shall, in each case, be deemed to have had a month of service.

**Article 23 - Leave of Absence**

23.01 Negotiation Pay Provision

Representatives of the Union shall not suffer any loss of pay or accumulative benefits for total time spent in negotiations with the Employer.

23.02 Leave of Absence for Union Business

- (a) Upon written request by the Union to the Administrator and with the approval in writing of the Administrator, leave with pay shall be awarded as follows:
  - (i) For an employee who is a member of the Provincial Executive, or an elected delegate, and who is required to attend the Convention of the Canadian Union of Public Employees (Newfoundland Division) or the Convention of the Newfoundland Federation of Labour, leave with pay not exceeding twenty two point five (22.5) hours in any one year for each of the above Conventions.
  - (ii) For an employee who is a member of the Provincial Executive of the union and who is required to attend Executive Meetings of the Provincial Executive, leave with pay not exceeding thirty seven point five (37.5) hours in any one year.

- (iii) For an employee who is a member of the National and/or Provincial Executive or an elected delegate, who may wish to attend the National Convention of the Canadian Union of Public Employees and the Convention of the Canadian Labour Congress, leave with pay not exceeding thirty seven point five (37.5) hours in any one (1) year; no more than two (2) employees at one time from each facility.
  - (iv) Leave with pay shall be granted to an employee to attend educational seminars, provided that the total leave with pay granted under this clause in any one year shall not in any event exceed that number of hours which is obtained by multiplying the number of shop stewards in the bargaining unit by seven point five (7.5) hours.
- (b) Additional leave without pay for the purpose of attending to Union business may be granted by the Administrator on request.

**23.03 Leave of Absence for Full-time Union Representative**

An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without loss of seniority, for a minimum of three (3) months to a maximum of thirty-six (36) months. Such leave shall be renewed, on request, during their term of office. Such employee shall receive their pay and benefits as provided for in the Agreement but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

**\*23.04 Paid Bereavement Leave**

Subject to clause 23.04 (c), an employee shall be entitled to bereavement leave with pay as follows:

- \*(a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, children-in-law, or near relative living in the same household, three (3) consecutive days.
- \*(b) In the case of siblings-in-law one (1) day.
- (c) If the death of a relative referred to in clause 23.04 (a) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) consecutive days for the purpose of attending the funeral.
- (d) In cases where extraordinary circumstances prevail, the Employer, at their discretion, may grant special leave with pay for bereavement up to a maximum of two (2) days in addition to that provided in clauses 23.04 (a), (b), and (c).

**\*23.05 Family Responsibility Leave**

The provisions outlined below shall become effective January 1, 2002:

- (a) A full-time permanent employee shall be awarded fifteen (15) hours paid family responsibility leave in the calendar year. This leave shall be utilized for the following:
  - i) attend to the temporary care of a sick family member;
  - ii) attend to the needs related to the birth of the employee's child;
  - iii) accompany a family member on a medical or dental appointment;
  - iv) attend to meetings with school authorities;
  - v) attend to the needs related to the adoption of a child;
  - vi) attend to needs related to home or family emergencies.
- (b) In order to qualify for family responsibility leave, the employee shall provide as much notice as is reasonably possible.
- (c) Employees shall not be permitted to change any other leave to family responsibility leave but shall be entitled to change family responsibility leave to bereavement leave.
- (d) Part time and temporary employees shall have this benefit prorated based on hours worked in the previous calendar year.
- (e) A temporary employee shall be granted family leave for the period for which they were recalled.
- (f) Any remaining balance shall be paid to the employee in the first pay period in the following year.

**\*23.06 Family Violence Leave**

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.

**\*23.07 Maternity Leave, Parental and Adoption Leave**

**\*(a) Commencement of Maternity/Adoption/Parental Leave**

An employee shall be permitted to commence maternity leave at the beginning of their sixth (6th) month of pregnancy. Adoption leave may be granted to an employee who legally adopts a child and upon presentation of proof of adoption. The maximum maternity/adoption/parental leave allowed under this clause shall be seventy-eight (78) weeks in total. However, the Employer may grant leave without pay in instances where the employee is unable to return to duty after the expiration of this leave, and upon production of medical documentation.

**(b) Protection of Position and Benefits**

The employee shall resume their former position and salary upon return from leave, with no loss of accrued benefits.

**(c) Procedure for Return to Duty**

The employee may return to duty from maternity leave after two (2) weeks' notice of their intention to do so on the production of a certificate of fitness from their physician. An employee may return to duty from Adoption/Parental leave after giving the Employer two weeks' notice of their intention to do so.

**(d) Illness Associated with Pregnancy**

An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy before commencing maternity leave or birth of the child, whichever occurs first.

**\*(e) Benefits on Maternity/Adoption/Parental Leave**

(i) Effective July 25, 1994, while on maternity/adoption/parental leave, employees shall continue to accumulate service for seniority and annual leave purposes only (no retroactive application on annual leave). Maternity/adoption/parental leave up to seventy-eight (78) weeks shall be counted as service for the purpose of step progression and sick leave.

(ii) Employees on maternity/adoption/parental leave 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 and provides the Employer with written notice, the Employer will also pay its share of the premiums.

(f) Upon written request to the Employer from the employee who is on maternity/adoption/parental leave, job postings shall be forwarded to the employee.

(g) The Employer will endeavour to provide childcare services to its employees wherever possible.

(h) A pregnant employee shall not be required by the Employer to be in contact with patients who have a contagious disease, which may put her unborn child at risk.

23.08 Paid Jury, Court Witness or Jury Selection Leave

- (a) The Employer shall grant leave of absence without loss of pay, seniority, or accumulative benefits to an employee who serves as juror, witness in any court, or who is required to attend jury selection. The employee will present proof that they attended as juror, witness in court, or for the purpose of jury selection. Any remuneration the employee receives from the courts shall be over and above their pay and benefits from the Employer.
- (b) If an employee is required to be in Court in any matter arising out of their employment with the Employer, during their regular shift, on their scheduled day off or after their regular shift, they shall be considered as working for the Employer. This clause will not apply if an employee is charged with an offence.

23.09 Education Leave

- (a) An employee who is upgrading their employment qualifications through an Employer approved upgrading course shall be entitled to leave of absence without loss of pay and benefits to write examinations required by such course.
- (b) Subject to operational requirements and availability of qualified replacement staff, an employee shall be granted unpaid educational leave of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority.

23.10 General Leave

With the approval of the Employer, an employee may be granted leave of absence without pay and without loss of seniority, provided that the employee has no current or accumulated annual leave available to them.

23.11 Unpaid Leave

Subject to operational requirements and availability of qualified replacement staff, where required, employees may be permitted one (1) month of unpaid leave during which they shall earn service for seniority purposes, provided that the employee would not have been laid off during the period of unpaid leave.

The month of unpaid leave does not necessarily have to be taken consecutively, but cannot be taken in increments of less than two (2) days at a time.

23.12 Extended Unpaid Leave

Upon written request, a permanent employee who has completed three thousand nine hundred (3,900) hours 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 may be entitled to up to a maximum of twelve (12) months unpaid leave for each three thousand nine hundred (3,900) hours of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave,

employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this clause is eight (8) weeks. An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside a bargaining unit.

#### **Article 24 - Payment of Wages and Allowances**

##### **24.01 Availability of Salary**

- (a) It is agreed that all employees shall be paid every two (2) weeks. Overtime pay will be included in the regular pay cheque of the pay period next succeeding the pay period during which the overtime was earned. On each payday, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.
- (b) Salary cheques will be available on payday at 0800 hours for those employees scheduled to work on the previous 0001 and 0800 hours shifts and cheques will be available prior to 0001 hours on payday for those employees who worked the previous 1600 hours to 2400 hour shift.
- (c) It is agreed that those institutions which, through established institutional policy, currently followed an earlier payment schedule and a deferral of overtime payments greater than the period stated in clause 24.01 (a) above will, for the life of this Agreement, maintain their existing practice and policy.

##### **24.02 Pay on Temporary Transfer to Higher Positions**

- (a)
  - (i) An employee who is temporarily assigned by the Employer to a position for which a higher rate of pay is applicable will receive the salary rate for the assigned position in accordance with the promotional procedure provided that they fill the position for one (1) or more consecutive working days.
  - (ii) Twelve Hour Shift  
An employee who is temporarily assigned by the Employer to a position for which a higher rate of pay is applicable will receive the salary rate for the assigned position in accordance with the promotional procedure provided that they fill the position for seven point five (7.5) or more consecutive working hours.
- (b) Transfers within the bargaining unit shall be on the basis of seniority where ability and qualifications are equal.

##### **24.03 Pay on Temporary Transfer, Lower Rated Job**

When an employee is assigned to a position paying a lower rate, their rate shall not be reduced.

**\*24.04 In-Charge Pay**

Where a bargaining unit employee is designated to be in-charge by the Employer and is assigned in-charge duties for a minimum of one (1) regular shift, they shall be compensated an additional one dollar (\$1.00) an hour for each hour they are assigned in-charge. The Employer will determine what in-charge duties will be assigned.

**24.05 Vacation Pay**

An employee with more than one year of service or an employee who has earned at least two (2) weeks vacation, upon giving at least two (2) weeks notice prior to the payday preceding the office day on which they wish to receive their advance payment, shall receive prior to commencement of their annual vacation any regular pay cheque(s) which may fall due during their vacation.

**\*24.06 Transportation**

(a) When, in the course of their duty, an employee is required to travel on the Employer's business, transportation shall be provided by the Employer, or with the approval of the Employer, they may be permitted to use their own vehicle and be reimbursed at the rate of thirty-one (31.5) cents per kilometre effective April 1, 2000. Employees have the right to refuse to utilize their own cars for Employer business.

(b) Payment for the use of private vehicles on the Employer's business shall be limited to the kilometre rate specified herein. The Employer assumes no liability for damage or other expenses arising as a result of the use of private vehicles.

(c) If an employee is required to travel on the Employer's business then they shall be compensated for their transportation subject to clause 24.06 (a), and their lodging shall be paid by the Employer upon presentation of suitable receipts.

\*(d) This will confirm the understanding of the parties reached during negotiations that current employees of Children, Seniors and Social Development (formally Department of Child, Youth and Family Services) who are requested and agree to have a vehicle as a condition of employment, will have the cost of their business insurance reimbursed to a maximum of four hundred dollars (\$400) annually upon proof of payment satisfactory to the Employer.

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

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

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

Effective Date	Per Kilometer	Annual Limit (Calendar Year)
2022 04 01	As per Government Rates	First 9,000 km
2022 04 01	As per Government Rates	In excess of 9,000 km

Adjustments on mileage shall be reviewed on a monthly basis.

Note: Employees who receive the above rates are not entitled to the rates set out in current Article 24.06 (a).

Upon submission of a receipt, employees who are required, as a condition of employment, to have access to an automobile for use on Employer's business shall be entitled to a reimbursement of the difference in cost between personal and business insurance.

- (f) 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:

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

- (g) An employee shall be entitled to one five (5) minute person to person telephone call for each night of overnight travel.
- (h) An employee is entitled to claim an incidental expense for each night on overnight travel status of five dollars (\$5) per night.

If the Government increases the Kilometre or meal rate, the rate will be increased for employees covered by this agreement.

#### 24.07 Escort Duty Allowance

- (a) Where employees are called upon to escort patients who are being transferred by ambulance, (air, road, etc), they shall be paid in addition to their regular pay, an allowance of thirty-two dollars (\$32) per trip effective July 25, 1994. With the exception of Bell Island, the provisions of this clause shall not apply where an employee is escorting a patient within the same city or town or another city or town within a radius of twenty-five (25) miles of the employee's institution.

- (b) Employees going on escort duty will be entitled and will receive an advance travel allowance prior to commencing on such duty.
- (c) All monies earned in addition to regular pay while on escort duty will be paid no later than one (1) pay period following the escort.
- (d) In cases where an employee is required to work on an escort beyond 0200 hours and who has not had a sufficient rest period, they shall be entitled to an eight (8) hour rest period without loss of pay before commencing their regular scheduled shift.

24.08 Promotion Procedure

When an employee is promoted, their salary shall be established at a step in the new pay range which gives the employee at least five (5) percent on their existing salary or the top of the new pay range whichever is lower.

24.09 Demotion Procedure

(a) Involuntary Demotion

When an employee is involuntarily demoted, their salary will be established at a step in the new pay range equivalent to their current salary. If their current salary falls between two steps, they shall be adjusted to the higher of the two. If their current salary exceeds the top of the new pay range, their salary shall be maintained.

(b) Voluntary Demotion

When an employee is voluntarily demoted, their salary shall be established at a step in the new pay range equivalent to their existing salary. If their present salary falls between two steps, they will be adjusted to the lower of the two. If their current salary exceeds the top of the salary range they shall be adjusted to the highest step in the pay range.

**Article 25 - Employee Benefits**

\*25.01 Group Life and Extended Health Benefits Plan

- (a) The plan presently in effect shall remain in effect during the term of this Agreement.
- (b) While an employee is in receipt of wages from the Employer, the Employer will pay fifty (50) percent of the premiums of the Plan and the employee will pay fifty (50) percent.
- (c) When an employee is on extended leave without pay, then the employee may pay the full premium in order to maintain coverage while on such leave.
- (d) A summary of the general provisions and benefits of the Plan is appended to the Agreement as Schedule "D".

- \* (e) Employer maintains payment of Employer premiums, as long as the employee maintains their premium payments, while they are on maternity/adoption/parental leave for a maximum of seventy-eight (78) weeks.

25.02 Workers' Compensation

- (a) All employees shall be covered by the *Workplace Health, Safety and Compensation Act*. Pending the settlement of an insurable claim, the employee shall receive salary calculated as if the Workplace Health, Safety and Compensation Commission were to accept the claim and the employee shall continue to receive full benefits of this Agreement. Payment under this clause shall not be deducted from an employee's accumulated sick leave credits. If the claim is denied by the Commission, the necessary adjustments shall be made.

For the purpose of this clause, the employee's net pay shall be calculated on the basis of the total average earnings as calculated by the Workplace Health, Safety and Compensation Commission.

- (b) Pension credit and group insurance coverage to continue on the basis of the pre-injury salary including salary adjustments for step progression or pay increases during the period of temporary absence, subject to payment of appropriate premiums based on the pre-injury salary rate or adjusted rate because of step progression or pay increases, provided this proposal reflects the current practice and does not violate the *Workplace Health, Safety and Compensation Act*.
- (c) It is understood and agreed by the parties to this collective agreement that an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission, after the date of signing of this agreement, shall no longer accumulate benefits under this agreement but shall have their position with the Employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the *Human Rights Act*.

25.03 Liability Protection

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

**Article 26 - Technological Change**

**NOTE: Following article not to apply to Western Memorial Hospital**

26.01 Advance Notice

Before the introduction of any technological change or new method of operation which affects the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change.

26.02 Consultation

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

26.03 Attrition Arrangements

No employee will be laid off because of technological change or new method of operation unless such employee refuses, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required by the technological change or new method of operation.

26.04 Income Protection

An employee who is displaced from their job by virtue of technological change or new method of operation will suffer no reduction in normal earnings, unless such employee has refused, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required to prevent displacement.

26.05 Transfer Arrangements

An employee who is displaced from their job by virtue of technological change or new method of operation will be given the opportunity to fill other vacancies according to seniority, ability and qualifications.

26.06 Training Benefits

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

26.07 No New Employees

No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation, until the employee(s) already working, and affected by the change, have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment, as provided for in clause 26.06.

**Article 26A - Technological or Other Change**

**NOTE: The following Article will apply only to Western Memorial Hospital.**

26A.01 Advance Notice

Before the introduction of any technological or other change, or method of operation which affects the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change.

**26A.02**Consultation

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

**26A.03**Attrition Arrangements

No regular employee shall be dismissed by the Employer because of mechanization or technological change during the term of this Agreement.

**26A.04**Income Protection

An employee who is displaced from their job by virtue of technological change or improvements will suffer no reduction in normal earnings during the term of this Agreement.

**26A.05**Transfer Arrangements

An employee who is displaced from their job by virtue of technological change or improvements will be given the opportunity to fill other vacancies according to seniority, ability and qualifications.

**26A.06**Training Benefits

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

**26A.07**No New Employees

No additional employees shall be hired by the Employer until the employees already working shall be notified of the proposed technological change and where possible they will be allowed a reasonable training period to acquire the necessary knowledge or skill for retaining their employment.

**Article 27 - Contracting Out**

**27.01** Employee Protection

Should the Employer contract out work, the Employer agrees to provide other positions for any staff that would normally be laid off by the decision to contract out work and the employees salary at the time or contracting out shall be maintained during the duration of this contract.

**27.02** Period of Notice

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

## **Article 28 - Uniform and Clothing Allowance**

### **28.01 Uniform Requirements**

At the discretion of the Employer, uniforms shall be worn as required and if supplied by the Employer remains the property of the Employer.

### **28.02 Uniform Style**

Uniforms shall be of the type and design approved by the Employer.

### **28.03 Uniform Allowance**

Where the Employer requires a uniform to be worn and with the Employer's approval, employees may elect to purchase uniforms of their own choosing and in such cases an allowance of one hundred and seventy-five dollars (\$175) per year (effective July 25, 1994) shall be paid providing the design, material, colour and style are approved by the Employer. The uniform allowance shall be paid on the first pay day in December or upon termination on a pro-rated basis.

### **28.04 Trades Clothing**

Carpenters, electricians, painters, plumbers, power engineers and utility workers shall be supplied with coveralls as required by the Employer at no expense to the employee, and shall be cleaned at the expense of the Employer.

### **28.05 Care of Clothing**

Employees who do not take reasonable care of Employer owned clothing may be required by the Employer to replace such clothing at their own expense.

### **28.06 Restrictions on Use**

Employees shall not wear uniforms and coveralls provided by the Employer when off duty.

### **28.07 Paramedics/Ambulance Attendants, Equipment Operators, Watchpersons and Security Guards**

Paramedics/Ambulance Attendants, Equipment Operators, Watchpersons and Security Guards, shall be provided with uniforms consisting of items listed in Schedule "B" to this Agreement.

### **28.08 Maintenance of Work Clothing or Uniforms**

It shall be the responsibility of the Employer to clean, launder, and maintain all clothing and equipment issued to employees.

### **28.09 Unsanitary or Dangerous Jobs**

All employees working on unsanitary or dangerous jobs shall be supplied with all necessary tools, safety equipment and protective clothing.

## Article 29 - General Conditions

### 29.01 Proper Accommodations

Where possible, proper accommodation shall be provided for employees to have their meals and store and change their clothes.

The Employer will endeavour, whenever possible, to provide locker space for the protection of clothing.

### 29.02 Bulletin Boards

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

### 29.03 Parking Facilities

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

### 29.04 Portability

(a) Employees who are accepted for employment with another Employer or same Employer within a maximum of 120 calendar days of resignation shall retain portability respecting:

- (1) Accumulated sick leave credits, and
- (2) Accumulated vacation entitlement.

In the same manner, portability respecting:

- (1) Pension Plan, and
- (2) Health and Life Insurance Plan

shall be retained where such plans are in effect in the facility at which the employee has been accepted for re-employment, and the regulations respecting these plans permit the retention of these benefits.

(b) Employees who receive portability of benefits under clause 29.04 (a) shall be placed on the appropriate salary scale at their new place of employment in accordance with the following:

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

- (3) If the new position carries a pay range lower than that of the position just vacated, the employee shall be placed on the step of the new pay range in accordance with existing voluntary demotion procedures.
- (c) Employees re-employed after termination shall, for the purpose of this Agreement be placed on their respective salary scales on a step not lower than the step they were on at the date of termination provided that they have not been out of the employment of the Employer for a period of more than two (2) years.

29.05 Part-time and Temporary Employees

- (a) Part-time employees shall receive the wages and benefits specified in this Agreement on a pro-rated basis according to their hours of work.
- (b) Temporary employees shall be entitled to wages and benefits of the Agreement for the duration of their employment. Earned benefits shall be pro-rated and employees will be allowed to carry forward these benefits from one period of employment to the next.

\*29.06 Retroactivity

The following provisions are retroactive to April 1, 2022:

Salary

29.07 Payment to Terminated Employees

Retroactive pay will be made available to terminated employees on written request to the Employer by the employee.

29.08 Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be formed in accordance with the *Occupational Health and Safety Act* for the purpose of providing prompt investigation of possible hazardous situations and environmental issues. This Committee will consist of an equal number of representatives of the Union and the Employer and shall have the authority to suspend the practice in question or otherwise remedy the situation pending further investigation. This Committee may draw on other personnel as required for investigation of a specific situation. Notwithstanding the number of meetings required under the legislation, the Union and the Employer may agree to meet more frequently. The mandate of the Occupational Health and Safety Committee shall be expanded to include environmental issues.

29.09 Separation Slips

- (a) Provided proper notification is given, all monies and separation papers shall be provided immediately upon resignation or retirement.
- (b) Employees who are laid off shall be issued separation slips within five (5) calendar days from their last day of work.

29.10 Criminal Liability: Indemnity for Legal Fees

An employee who is charged in a criminal matter arising out of their employment and who is subsequently found not guilty, the charges are withdrawn, they are discharged at the preliminary hearing or the prosecution is stayed, shall have their reasonable legal fees paid by the Employer.

**Article 30 - Continuation of Acquired Rights**

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

**Article 31 - Copies of Agreement**

31.01 Cost of Printing

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

**Article 32 - Personal Loss**

32.01 Subject to clauses 32.02 and 32.03, 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 may compensate the employee for any loss suffered, subject to a maximum of three hundred dollars (\$300).

32.02 All incidents of loss suffered by an employee shall be reported in writing within two (2) days of the incident to the Administrator or their designated representative.

32.03 This provision shall only apply in respect of personal effects which the employee would reasonably have in their possession during the performance of their duty.

**Article 33 - Duration of Agreement**

\*33.01 Duration

Except as otherwise provided in clause 29.06, this Agreement shall be effective from the date of signing and remain in full force and effect until March 31, 2026, and thereafter from year to year unless either party gives notice in writing of termination or amendment not more than seven (7) months and not less than thirty (30) calendar days prior to the date of expiration.

33.02 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.

33.03 Notice of Change

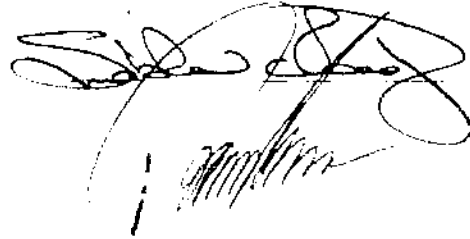
Either party desiring to propose changes to this Agreement shall within the thirty (30) calendar days following receipt of notice under clause 33.01, give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new Agreement.

33.04 Legislation and Collective Agreements

This is to confirm that 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 this agreement. Failing agreement, the parties may exercise the right to strike or lock out. Negotiations are to be conducted in accordance with the applicable legislation.

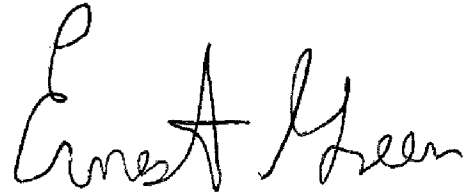
IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first before written

SIGNED on behalf of the Treasury Board representing His Majesty the King in Right of Newfoundland & Labrador by the Honourable Siobhan Coady, President of Treasury Board and the Honourable Tom Osborne, Minister of Health and Community Services, in the Presence of the witness hereto subscribing



*Elizabeth Lane*  
Witness

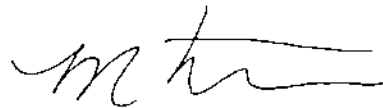
SIGNED on behalf of the Canadian Union of Public Employees by its proper officers in the presence of the witness hereto subscribing



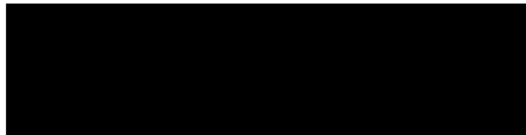
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Witness

\*SCHEDULE A - SALARIES

The salaries outlined in this schedule shall remain in effect for the term of this Agreement.

\*Salary Implementation Formula

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

Effective June 1, 2023, 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.

Retroactivity will be applied to wages only.

Step Progression

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

Red Circled Employees

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

**CUPE HOSPITAL SUPPORT STAFF  
EFFECTIVE APRIL 1, 2022**

		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	Hourly	\$17.42	\$17.98	\$18.55
	Bi-Weekly	\$1,306.50	\$1,348.50	\$1,391.25
	Annual	\$33,969.00	\$35,061.00	\$36,172.50
CG-09	Hourly	\$17.56	\$18.14	\$18.66
	Bi-Weekly	\$1,317.00	\$1,360.50	\$1,399.50
	Annual	\$34,242.00	\$35,373.00	\$36,387.00
CG-10	Hourly	\$17.69	\$18.24	\$18.81
	Bi-Weekly	\$1,326.75	\$1,368.00	\$1,410.75
	Annual	\$34,495.50	\$35,568.00	\$36,679.50
CG-11	Hourly	\$17.79	\$18.39	\$18.97
	Bi-Weekly	\$1,334.25	\$1,379.25	\$1,422.75
	Annual	\$34,690.50	\$35,860.50	\$36,991.50
CG-12	Hourly	\$17.97	\$18.57	\$19.11
	Bi-Weekly	\$1,347.75	\$1,392.75	\$1,433.25
	Annual	\$35,041.50	\$36,211.50	\$37,264.50
CG-13	Hourly	\$18.14	\$18.73	\$19.36
	Bi-Weekly	\$1,360.50	\$1,404.75	\$1,452.00
	Annual	\$35,373.00	\$36,523.50	\$37,752.00
CG-14	Hourly	\$18.32	\$18.94	\$19.58
	Bi-Weekly	\$1,374.00	\$1,420.50	\$1,468.50
	Annual	\$35,724.00	\$36,933.00	\$38,181.00
CG-15	Hourly	\$18.55	\$19.19	\$19.83
	Bi-Weekly	\$1,391.25	\$1,439.25	\$1,487.25
	Annual	\$36,172.50	\$37,420.50	\$38,668.50
CG-16	Hourly	\$18.75	\$19.46	\$20.09
	Bi-Weekly	\$1,406.25	\$1,459.50	\$1,506.75
	Annual	\$36,562.50	\$37,947.00	\$39,175.50

CG-17	Hourly	\$19.06	\$19.79	\$20.50
	Bi-Weekly	\$1,429.50	\$1,484.25	\$1,537.50
	Annual	\$37,167.00	\$38,590.50	\$39,975.00
CG-18	Hourly	\$19.27	\$20.00	\$20.76
	Bi-Weekly	\$1,445.25	\$1,500.00	\$1,557.00
	Annual	\$37,576.50	\$39,000.00	\$40,482.00
CG-19	Hourly	\$19.66	\$20.46	\$21.22
	Bi-Weekly	\$1,474.50	\$1,534.50	\$1,591.50
	Annual	\$38,337.00	\$39,897.00	\$41,379.00
CG-20	Hourly	\$20.03	\$20.88	\$21.74
	Bi-Weekly	\$1,502.25	\$1,566.00	\$1,630.50
	Annual	\$39,058.50	\$40,716.00	\$42,393.00
CG-21	Hourly	\$20.40	\$21.29	\$22.23
	Bi-Weekly	\$1,530.00	\$1,596.75	\$1,667.25
	Annual	\$39,780.00	\$41,515.50	\$43,348.50
CG-22	Hourly	\$20.78	\$21.75	\$22.79
	Bi-Weekly	\$1,558.50	\$1,631.25	\$1,709.25
	Annual	\$40,521.00	\$42,412.50	\$44,440.50
CG-23	Hourly	\$21.21	\$22.24	\$23.30
	Bi-Weekly	\$1,590.75	\$1,668.00	\$1,747.50
	Annual	\$41,359.50	\$43,368.00	\$45,435.00
CG-24	Hourly	\$21.97	\$23.08	\$24.21
	Bi-Weekly	\$1,647.75	\$1,731.00	\$1,815.75
	Annual	\$42,841.50	\$45,006.00	\$47,209.50
CG-25	Hourly	\$22.85	\$24.00	\$25.18
	Bi-Weekly	\$1,713.75	\$1,800.00	\$1,888.50
	Annual	\$44,557.50	\$46,800.00	\$49,101.00
CG-26	Hourly	\$23.59	\$24.87	\$26.11
	Bi-Weekly	\$1,769.25	\$1,865.25	\$1,958.25
	Annual	\$46,000.50	\$48,496.50	\$50,914.50

CG-27	Hourly	\$24.49	\$25.78	\$27.09
	Bi-Weekly	\$1,836.75	\$1,933.50	\$2,031.75
	Annual	\$47,755.50	\$50,271.00	\$52,825.50
CG-28	Hourly	\$25.36	\$26.71	\$28.09
	Bi-Weekly	\$1,902.00	\$2,003.25	\$2,106.75
	Annual	\$49,452.00	\$52,084.50	\$54,775.50
CG-29	Hourly	\$26.02	\$27.43	\$28.90
	Bi-Weekly	\$1,951.50	\$2,057.25	\$2,167.50
	Annual	\$50,739.00	\$53,488.50	\$56,355.00
CG-30	Hourly	\$26.72	\$28.22	\$29.68
	Bi-Weekly	\$2,004.00	\$2,116.50	\$2,226.00
	Annual	\$52,104.00	\$55,029.00	\$57,876.00
CG-31	Hourly	\$27.74	\$29.24	\$30.82
	Bi-Weekly	\$2,080.50	\$2,193.00	\$2,311.50
	Annual	\$54,093.00	\$57,018.00	\$60,099.00
CG-32	Hourly	\$28.63	\$30.22	\$31.82
	Bi-Weekly	\$2,147.25	\$2,266.50	\$2,386.50
	Annual	\$55,828.50	\$58,929.00	\$62,049.00
CG-33	Hourly	\$29.56	\$31.19	\$32.88
	Bi-Weekly	\$2,217.00	\$2,339.25	\$2,466.00
	Annual	\$57,642.00	\$60,820.50	\$64,116.00
CG-34	Hourly	\$30.55	\$32.27	\$34.03
	Bi-Weekly	\$2,291.25	\$2,420.25	\$2,552.25
	Annual	\$59,572.50	\$62,926.50	\$66,358.50
CG-35	Hourly	\$31.66	\$33.51	\$35.32
	Bi-Weekly	\$2,374.50	\$2,513.25	\$2,649.00
	Annual	\$61,737.00	\$65,344.50	\$68,874.00
CG-36	Hourly	\$32.88	\$34.79	\$36.70
	Bi-Weekly	\$2,466.00	\$2,609.25	\$2,752.50
	Annual	\$64,116.00	\$67,840.50	\$71,565.00

CG-37	Hourly	\$34.05	\$36.05	\$38.04
	Bi-Weekly	\$2,553.75	\$2,703.75	\$2,853.00
	Annual	\$66,397.50	\$70,297.50	\$74,178.00
CG-38	Hourly	\$35.29	\$37.32	\$39.37
	Bi-Weekly	\$2,646.75	\$2,799.00	\$2,952.75
	Annual	\$68,815.50	\$72,774.00	\$76,771.50
CG-39	Hourly	\$36.47	\$38.62	\$40.81
	Bi-Weekly	\$2,735.25	\$2,896.50	\$3,060.75
	Annual	\$71,116.50	\$75,309.00	\$79,579.50
CG-40	Hourly	\$37.65	\$39.91	\$42.12
	Bi-Weekly	\$2,823.75	\$2,993.25	\$3,159.00
	Annual	\$73,417.50	\$77,824.50	\$82,134.00
CG-41	Hourly	\$38.55	\$42.00	\$45.46
	Bi-Weekly	\$2,891.25	\$3,150.00	\$3,409.50
	Annual	\$75,172.50	\$81,900.00	\$88,647.00
CG-42	Hourly	\$39.55	\$43.05	\$46.60
	Bi-Weekly	\$2,966.25	\$3,228.75	\$3,495.00
	Annual	\$77,122.50	\$83,947.50	\$90,870.00
CG-43	Hourly	\$41.03	\$44.70	\$48.39
	Bi-Weekly	\$3,077.25	\$3,352.50	\$3,629.25
	Annual	\$80,008.50	\$87,165.00	\$94,360.50
CG-44	Hourly	\$42.51	\$46.37	\$50.16
	Bi-Weekly	\$3,188.25	\$3,477.75	\$3,762.00
	Annual	\$82,894.50	\$90,421.50	\$97,812.00
CG-45	Hourly	\$44.01	\$48.04	\$51.98
	Bi-Weekly	\$3,300.75	\$3,603.00	\$3,898.50
	Annual	\$85,819.50	\$93,678.00	\$101,361.00
CG-46	Hourly	\$45.91	\$50.09	\$54.25
	Bi-Weekly	\$3,443.25	\$3,756.75	\$4,068.75
	Annual	\$89,524.50	\$97,675.50	\$105,787.50

**CUPE HOSPITAL SUPPORT STAFF  
EFFECTIVE APRIL 1, 2023**

		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	Hourly	\$17.77	\$18.34	\$18.92
	Bi-Weekly	\$1,332.75	\$1,375.50	\$1,419.00
	Annual	\$34,651.50	\$35,763.00	\$36,894.00
CG-09	Hourly	\$17.91	\$18.50	\$19.03
	Bi-Weekly	\$1,343.25	\$1,387.50	\$1,427.25
	Annual	\$34,924.50	\$36,075.00	\$37,108.50
CG-10	Hourly	\$18.04	\$18.60	\$19.19
	Bi-Weekly	\$1,353.00	\$1,395.00	\$1,439.25
	Annual	\$35,178.00	\$36,270.00	\$37,420.50
CG-11	Hourly	\$18.15	\$18.76	\$19.35
	Bi-Weekly	\$1,361.25	\$1,407.00	\$1,451.25
	Annual	\$35,392.50	\$36,582.00	\$37,732.50
CG-12	Hourly	\$18.33	\$18.94	\$19.49
	Bi-Weekly	\$1,374.75	\$1,420.50	\$1,461.75
	Annual	\$35,743.50	\$36,933.00	\$38,005.50
CG-13	Hourly	\$18.50	\$19.10	\$19.75
	Bi-Weekly	\$1,387.50	\$1,432.50	\$1,481.25
	Annual	\$36,075.00	\$37,245.00	\$38,512.50
CG-14	Hourly	\$18.69	\$19.32	\$19.97
	Bi-Weekly	\$1,401.75	\$1,449.00	\$1,497.75
	Annual	\$36,445.50	\$37,674.00	\$38,941.50
CG-15	Hourly	\$18.92	\$19.57	\$20.23
	Bi-Weekly	\$1,419.00	\$1,467.75	\$1,517.25
	Annual	\$36,894.00	\$38,161.50	\$39,448.50
CG-16	Hourly	\$19.13	\$19.85	\$20.49
	Bi-Weekly	\$1,434.75	\$1,488.75	\$1,536.75
	Annual	\$37,303.50	\$38,707.50	\$39,955.50

CG-17	Hourly	\$19.44	\$20.19	\$20.91
	Bi-Weekly	\$1,458.00	\$1,514.25	\$1,568.25
	Annual	\$37,908.00	\$39,370.50	\$40,774.50
CG-18	Hourly	\$19.66	\$20.40	\$21.18
	Bi-Weekly	\$1,474.50	\$1,530.00	\$1,588.50
	Annual	\$38,337.00	\$39,780.00	\$41,301.00
CG-19	Hourly	\$20.05	\$20.87	\$21.64
	Bi-Weekly	\$1,503.75	\$1,565.25	\$1,623.00
	Annual	\$39,097.50	\$40,696.50	\$42,198.00
CG-20	Hourly	\$20.43	\$21.30	\$22.17
	Bi-Weekly	\$1,532.25	\$1,597.50	\$1,662.75
	Annual	\$39,838.50	\$41,535.00	\$43,231.50
CG-21	Hourly	\$20.81	\$21.72	\$22.67
	Bi-Weekly	\$1,560.75	\$1,629.00	\$1,700.25
	Annual	\$40,579.50	\$42,354.00	\$44,206.50
CG-22	Hourly	\$21.20	\$22.19	\$23.25
	Bi-Weekly	\$1,590.00	\$1,664.25	\$1,743.75
	Annual	\$41,340.00	\$43,270.50	\$45,337.50
CG-23	Hourly	\$21.63	\$22.68	\$23.77
	Bi-Weekly	\$1,622.25	\$1,701.00	\$1,782.75
	Annual	\$42,178.50	\$44,226.00	\$46,351.50
CG-24	Hourly	\$22.41	\$23.54	\$24.69
	Bi-Weekly	\$1,680.75	\$1,765.50	\$1,851.75
	Annual	\$43,699.50	\$45,903.00	\$48,145.50
CG-25	Hourly	\$23.31	\$24.48	\$25.68
	Bi-Weekly	\$1,748.25	\$1,836.00	\$1,926.00
	Annual	\$45,454.50	\$47,736.00	\$50,076.00
CG-26	Hourly	\$24.06	\$25.37	\$26.63
	Bi-Weekly	\$1,804.50	\$1,902.75	\$1,997.25
	Annual	\$46,917.00	\$49,471.50	\$51,928.50

CG-27	Hourly	\$24.98	\$26.30	\$27.63
	Bi-Weekly	\$1,873.50	\$1,972.50	\$2,072.25
	Annual	\$48,711.00	\$51,285.00	\$53,878.50
CG-28	Hourly	\$25.87	\$27.24	\$28.65
	Bi-Weekly	\$1,940.25	\$2,043.00	\$2,148.75
	Annual	\$50,446.50	\$53,118.00	\$55,867.50
CG-29	Hourly	\$26.54	\$27.98	\$29.48
	Bi-Weekly	\$1,990.50	\$2,098.50	\$2,211.00
	Annual	\$51,753.00	\$54,561.00	\$57,486.00
CG-30	Hourly	\$27.25	\$28.78	\$30.27
	Bi-Weekly	\$2,043.75	\$2,158.50	\$2,270.25
	Annual	\$53,137.50	\$56,121.00	\$59,026.50
CG-31	Hourly	\$28.29	\$29.82	\$31.44
	Bi-Weekly	\$2,121.75	\$2,236.50	\$2,358.00
	Annual	\$55,165.50	\$58,149.00	\$61,308.00
CG-32	Hourly	\$29.20	\$30.82	\$32.46
	Bi-Weekly	\$2,190.00	\$2,311.50	\$2,434.50
	Annual	\$56,940.00	\$60,099.00	\$63,297.00
CG-33	Hourly	\$30.15	\$31.81	\$33.54
	Bi-Weekly	\$2,261.25	\$2,385.75	\$2,515.50
	Annual	\$58,792.50	\$62,029.50	\$65,403.00
CG-34	Hourly	\$31.16	\$32.92	\$34.71
	Bi-Weekly	\$2,337.00	\$2,469.00	\$2,603.25
	Annual	\$60,762.00	\$64,194.00	\$67,684.50
CG-35	Hourly	\$32.29	\$34.18	\$36.03
	Bi-Weekly	\$2,421.75	\$2,563.50	\$2,702.25
	Annual	\$62,965.50	\$66,651.00	\$70,258.50
CG-36	Hourly	\$33.54	\$35.49	\$37.43
	Bi-Weekly	\$2,515.50	\$2,661.75	\$2,807.25
	Annual	\$65,403.00	\$69,205.50	\$72,988.50

CG-37	Hourly	\$34.73	\$36.77	\$38.80
	Bi-Weekly	\$2,604.75	\$2,757.75	\$2,910.00
	Annual	\$67,723.50	\$71,701.50	\$75,660.00
CG-38	Hourly	\$36.00	\$38.07	\$40.16
	Bi-Weekly	\$2,700.00	\$2,855.25	\$3,012.00
	Annual	\$70,200.00	\$74,236.50	\$78,312.00
CG-39	Hourly	\$37.20	\$39.39	\$41.63
	Bi-Weekly	\$2,790.00	\$2,954.25	\$3,122.25
	Annual	\$72,540.00	\$76,810.50	\$81,178.50
CG-40	Hourly	\$38.40	\$40.71	\$42.96
	Bi-Weekly	\$2,880.00	\$3,053.25	\$3,222.00
	Annual	\$74,880.00	\$79,384.50	\$83,772.00
CG-41	Hourly	\$39.32	\$42.84	\$46.37
	Bi-Weekly	\$2,949.00	\$3,213.00	\$3,477.75
	Annual	\$76,674.00	\$83,538.00	\$90,421.50
CG-42	Hourly	\$40.34	\$43.91	\$47.53
	Bi-Weekly	\$3,025.50	\$3,293.25	\$3,564.75
	Annual	\$78,663.00	\$85,624.50	\$92,683.50
CG-43	Hourly	\$41.85	\$45.59	\$49.36
	Bi-Weekly	\$3,138.75	\$3,419.25	\$3,702.00
	Annual	\$81,607.50	\$88,900.50	\$96,252.00
CG-44	Hourly	\$43.36	\$47.30	\$51.16
	Bi-Weekly	\$3,252.00	\$3,547.50	\$3,837.00
	Annual	\$84,552.00	\$92,235.00	\$99,762.00
CG-45	Hourly	\$44.89	\$49.00	\$53.02
	Bi-Weekly	\$3,366.75	\$3,675.00	\$3,976.50
	Annual	\$87,535.50	\$95,550.00	\$103,389.00
CG-46	Hourly	\$46.83	\$51.09	\$55.34
	Bi-Weekly	\$3,512.25	\$3,831.75	\$4,150.50
	Annual	\$91,318.50	\$99,625.50	\$107,913.00

**CUPE HOSPITAL SUPPORT STAFF  
EFFECTIVE APRIL 1, 2024**

		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	Hourly	\$18.13	\$18.71	\$19.30
	Bi-Weekly	\$1,359.75	\$1,403.25	\$1,447.50
	Annual	\$35,353.50	\$36,484.50	\$37,635.00
CG-09	Hourly	\$18.27	\$18.87	\$19.41
	Bi-Weekly	\$1,370.25	\$1,415.25	\$1,455.75
	Annual	\$35,626.50	\$36,796.50	\$37,849.50
CG-10	Hourly	\$18.40	\$18.97	\$19.57
	Bi-Weekly	\$1,380.00	\$1,422.75	\$1,467.75
	Annual	\$35,880.00	\$36,991.50	\$38,161.50
CG-11	Hourly	\$18.51	\$19.14	\$19.74
	Bi-Weekly	\$1,388.25	\$1,435.50	\$1,480.50
	Annual	\$36,094.50	\$37,323.00	\$38,493.00
CG-12	Hourly	\$18.70	\$19.32	\$19.88
	Bi-Weekly	\$1,402.50	\$1,449.00	\$1,491.00
	Annual	\$36,465.00	\$37,674.00	\$38,766.00
CG-13	Hourly	\$18.87	\$19.48	\$20.15
	Bi-Weekly	\$1,415.25	\$1,461.00	\$1,511.25
	Annual	\$36,796.50	\$37,986.00	\$39,292.50
CG-14	Hourly	\$19.06	\$19.71	\$20.37
	Bi-Weekly	\$1,429.50	\$1,478.25	\$1,527.75
	Annual	\$37,167.00	\$38,434.50	\$39,721.50
CG-15	Hourly	\$19.30	\$19.96	\$20.63
	Bi-Weekly	\$1,447.50	\$1,497.00	\$1,547.25
	Annual	\$37,635.00	\$38,922.00	\$40,228.50
CG-16	Hourly	\$19.51	\$20.25	\$20.90
	Bi-Weekly	\$1,463.25	\$1,518.75	\$1,567.50
	Annual	\$38,044.50	\$39,487.50	\$40,755.00

CG-17	Hourly	\$19.83	\$20.59	\$21.33
	Bi-Weekly	\$1,487.25	\$1,544.25	\$1,599.75
	Annual	\$38,668.50	\$40,150.50	\$41,593.50
CG-18	Hourly	\$20.05	\$20.81	\$21.60
	Bi-Weekly	\$1,503.75	\$1,560.75	\$1,620.00
	Annual	\$39,097.50	\$40,579.50	\$42,120.00
CG-19	Hourly	\$20.45	\$21.29	\$22.07
	Bi-Weekly	\$1,533.75	\$1,596.75	\$1,655.25
	Annual	\$39,877.50	\$41,515.50	\$43,036.50
CG-20	Hourly	\$20.84	\$21.73	\$22.61
	Bi-Weekly	\$1,563.00	\$1,629.75	\$1,695.75
	Annual	\$40,638.00	\$42,373.50	\$44,089.50
CG-21	Hourly	\$21.23	\$22.15	\$23.12
	Bi-Weekly	\$1,592.25	\$1,661.25	\$1,734.00
	Annual	\$41,398.50	\$43,192.50	\$45,084.00
CG-22	Hourly	\$21.62	\$22.63	\$23.72
	Bi-Weekly	\$1,621.50	\$1,697.25	\$1,779.00
	Annual	\$42,159.00	\$44,128.50	\$46,254.00
CG-23	Hourly	\$22.06	\$23.13	\$24.25
	Bi-Weekly	\$1,654.50	\$1,734.75	\$1,818.75
	Annual	\$43,017.00	\$45,103.50	\$47,287.50
CG-24	Hourly	\$22.86	\$24.01	\$25.18
	Bi-Weekly	\$1,714.50	\$1,800.75	\$1,888.50
	Annual	\$44,577.00	\$46,819.50	\$49,101.00
CG-25	Hourly	\$23.78	\$24.97	\$26.19
	Bi-Weekly	\$1,783.50	\$1,872.75	\$1,964.25
	Annual	\$46,371.00	\$48,691.50	\$51,070.50
CG-26	Hourly	\$24.54	\$25.88	\$27.16
	Bi-Weekly	\$1,840.50	\$1,941.00	\$2,037.00
	Annual	\$47,853.00	\$50,466.00	\$52,962.00

CG-27	Hourly	\$25.48	\$26.83	\$28.18
	Bi-Weekly	\$1,911.00	\$2,012.25	\$2,113.50
	Annual	\$49,686.00	\$52,318.50	\$54,951.00
CG-28	Hourly	\$26.39	\$27.78	\$29.22
	Bi-Weekly	\$1,979.25	\$2,083.50	\$2,191.50
	Annual	\$51,460.50	\$54,171.00	\$56,979.00
CG-29	Hourly	\$27.07	\$28.54	\$30.07
	Bi-Weekly	\$2,030.25	\$2,140.50	\$2,255.25
	Annual	\$52,786.50	\$55,653.00	\$58,636.50
CG-30	Hourly	\$27.80	\$29.36	\$30.88
	Bi-Weekly	\$2,085.00	\$2,202.00	\$2,316.00
	Annual	\$54,210.00	\$57,252.00	\$60,216.00
CG-31	Hourly	\$28.86	\$30.42	\$32.07
	Bi-Weekly	\$2,164.50	\$2,281.50	\$2,405.25
	Annual	\$56,277.00	\$59,319.00	\$62,536.50
CG-32	Hourly	\$29.78	\$31.44	\$33.11
	Bi-Weekly	\$2,233.50	\$2,358.00	\$2,483.25
	Annual	\$58,071.00	\$61,308.00	\$64,564.50
CG-33	Hourly	\$30.75	\$32.45	\$34.21
	Bi-Weekly	\$2,306.25	\$2,433.75	\$2,565.75
	Annual	\$59,962.50	\$63,277.50	\$66,709.50
CG-34	Hourly	\$31.78	\$33.58	\$35.40
	Bi-Weekly	\$2,383.50	\$2,518.50	\$2,655.00
	Annual	\$61,971.00	\$65,481.00	\$69,030.00
CG-35	Hourly	\$32.94	\$34.86	\$36.75
	Bi-Weekly	\$2,470.50	\$2,614.50	\$2,756.25
	Annual	\$64,233.00	\$67,977.00	\$71,662.50
CG-36	Hourly	\$34.21	\$36.20	\$38.18
	Bi-Weekly	\$2,565.75	\$2,715.00	\$2,863.50
	Annual	\$66,709.50	\$70,590.00	\$74,451.00

CG-37	Hourly	\$35.42	\$37.51	\$39.58
	Bi-Weekly	\$2,656.50	\$2,813.25	\$2,968.50
	Annual	\$69,069.00	\$73,144.50	\$77,181.00
CG-38	Hourly	\$36.72	\$38.83	\$40.96
	Bi-Weekly	\$2,754.00	\$2,912.25	\$3,072.00
	Annual	\$71,604.00	\$75,718.50	\$79,872.00
CG-39	Hourly	\$37.94	\$40.18	\$42.46
	Bi-Weekly	\$2,845.50	\$3,013.50	\$3,184.50
	Annual	\$73,983.00	\$78,351.00	\$82,797.00
CG-40	Hourly	\$39.17	\$41.52	\$43.82
	Bi-Weekly	\$2,937.75	\$3,114.00	\$3,286.50
	Annual	\$76,381.50	\$80,964.00	\$85,449.00
CG-41	Hourly	\$40.11	\$43.70	\$47.30
	Bi-Weekly	\$3,008.25	\$3,277.50	\$3,547.50
	Annual	\$78,214.50	\$85,215.00	\$92,235.00
CG-42	Hourly	\$41.15	\$44.79	\$48.48
	Bi-Weekly	\$3,086.25	\$3,359.25	\$3,636.00
	Annual	\$80,242.50	\$87,340.50	\$94,536.00
CG-43	Hourly	\$42.69	\$46.50	\$50.35
	Bi-Weekly	\$3,201.75	\$3,487.50	\$3,776.25
	Annual	\$83,245.50	\$90,675.00	\$98,182.50
CG-44	Hourly	\$44.23	\$48.25	\$52.18
	Bi-Weekly	\$3,317.25	\$3,618.75	\$3,913.50
	Annual	\$86,248.50	\$94,087.50	\$101,751.00
CG-45	Hourly	\$45.79	\$49.98	\$54.08
	Bi-Weekly	\$3,434.25	\$3,748.50	\$4,056.00
	Annual	\$89,290.50	\$97,461.00	\$105,456.00
CG-46	Hourly	\$47.77	\$52.11	\$56.45
	Bi-Weekly	\$3,582.75	\$3,908.25	\$4,233.75
	Annual	\$93,151.50	\$101,614.50	\$110,077.50

**CUPE HOSPITAL SUPPORT STAFF  
EFFECTIVE APRIL 1, 2025**

		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	Hourly	\$18.49	\$19.08	\$19.69
	Bi-Weekly	\$1,386.75	\$1,431.00	\$1,476.75
	Annual	\$36,055.50	\$37,206.00	\$38,395.50
CG-09	Hourly	\$18.64	\$19.25	\$19.80
	Bi-Weekly	\$1,398.00	\$1,443.75	\$1,485.00
	Annual	\$36,348.00	\$37,537.50	\$38,610.00
CG-10	Hourly	\$18.77	\$19.35	\$19.96
	Bi-Weekly	\$1,407.75	\$1,451.25	\$1,497.00
	Annual	\$36,601.50	\$37,732.50	\$38,922.00
CG-11	Hourly	\$18.88	\$19.52	\$20.13
	Bi-Weekly	\$1,416.00	\$1,464.00	\$1,509.75
	Annual	\$36,816.00	\$38,064.00	\$39,253.50
CG-12	Hourly	\$19.07	\$19.71	\$20.28
	Bi-Weekly	\$1,430.25	\$1,478.25	\$1,521.00
	Annual	\$37,186.50	\$38,434.50	\$39,546.00
CG-13	Hourly	\$19.25	\$19.87	\$20.55
	Bi-Weekly	\$1,443.75	\$1,490.25	\$1,541.25
	Annual	\$37,537.50	\$38,746.50	\$40,072.50
CG-14	Hourly	\$19.44	\$20.10	\$20.78
	Bi-Weekly	\$1,458.00	\$1,507.50	\$1,558.50
	Annual	\$37,908.00	\$39,195.00	\$40,521.00
CG-15	Hourly	\$19.69	\$20.36	\$21.04
	Bi-Weekly	\$1,476.75	\$1,527.00	\$1,578.00
	Annual	\$38,395.50	\$39,702.00	\$41,028.00
CG-16	Hourly	\$19.90	\$20.66	\$21.32
	Bi-Weekly	\$1,492.50	\$1,549.50	\$1,599.00
	Annual	\$38,805.00	\$40,287.00	\$41,574.00

CG-17	Hourly	\$20.23	\$21.00	\$21.76
	Bi-Weekly	\$1,517.25	\$1,575.00	\$1,632.00
	Annual	\$39,448.50	\$40,950.00	\$42,432.00
CG-18	Hourly	\$20.45	\$21.23	\$22.03
	Bi-Weekly	\$1,533.75	\$1,592.25	\$1,652.25
	Annual	\$39,877.50	\$41,398.50	\$42,958.50
CG-19	Hourly	\$20.86	\$21.72	\$22.51
	Bi-Weekly	\$1,564.50	\$1,629.00	\$1,688.25
	Annual	\$40,677.00	\$42,354.00	\$43,894.50
CG-20	Hourly	\$21.26	\$22.16	\$23.06
	Bi-Weekly	\$1,594.50	\$1,662.00	\$1,729.50
	Annual	\$41,457.00	\$43,212.00	\$44,967.00
CG-21	Hourly	\$21.65	\$22.59	\$23.58
	Bi-Weekly	\$1,623.75	\$1,694.25	\$1,768.50
	Annual	\$42,217.50	\$44,050.50	\$45,981.00
CG-22	Hourly	\$22.05	\$23.08	\$24.19
	Bi-Weekly	\$1,653.75	\$1,731.00	\$1,814.25
	Annual	\$42,997.50	\$45,006.00	\$47,170.50
CG-23	Hourly	\$22.50	\$23.59	\$24.74
	Bi-Weekly	\$1,687.50	\$1,769.25	\$1,855.50
	Annual	\$43,875.00	\$46,000.50	\$48,243.00
CG-24	Hourly	\$23.32	\$24.49	\$25.68
	Bi-Weekly	\$1,749.00	\$1,836.75	\$1,926.00
	Annual	\$45,474.00	\$47,755.50	\$50,076.00
CG-25	Hourly	\$24.26	\$25.47	\$26.71
	Bi-Weekly	\$1,819.50	\$1,910.25	\$2,003.25
	Annual	\$47,307.00	\$49,666.50	\$52,084.50
CG-26	Hourly	\$25.03	\$26.40	\$27.70
	Bi-Weekly	\$1,877.25	\$1,980.00	\$2,077.50
	Annual	\$48,808.50	\$51,480.00	\$54,015.00

CG-27	Hourly	\$25.99	\$27.37	\$28.74
	Bi-Weekly	\$1,949.25	\$2,052.75	\$2,155.50
	Annual	\$50,680.50	\$53,371.50	\$56,043.00
CG-28	Hourly	\$26.92	\$28.34	\$29.80
	Bi-Weekly	\$2,019.00	\$2,125.50	\$2,235.00
	Annual	\$52,494.00	\$55,263.00	\$58,110.00
CG-29	Hourly	\$27.61	\$29.11	\$30.67
	Bi-Weekly	\$2,070.75	\$2,183.25	\$2,300.25
	Annual	\$53,839.50	\$56,764.50	\$59,806.50
CG-30	Hourly	\$28.36	\$29.95	\$31.50
	Bi-Weekly	\$2,127.00	\$2,246.25	\$2,362.50
	Annual	\$55,302.00	\$58,402.50	\$61,425.00
CG-31	Hourly	\$29.44	\$31.03	\$32.71
	Bi-Weekly	\$2,208.00	\$2,327.25	\$2,453.25
	Annual	\$57,408.00	\$60,508.50	\$63,784.50
CG-32	Hourly	\$30.38	\$32.07	\$33.77
	Bi-Weekly	\$2,278.50	\$2,405.25	\$2,532.75
	Annual	\$59,241.00	\$62,536.50	\$65,851.50
CG-33	Hourly	\$31.37	\$33.10	\$34.89
	Bi-Weekly	\$2,352.75	\$2,482.50	\$2,616.75
	Annual	\$61,171.50	\$64,545.00	\$68,035.50
CG-34	Hourly	\$32.42	\$34.25	\$36.11
	Bi-Weekly	\$2,431.50	\$2,568.75	\$2,708.25
	Annual	\$63,219.00	\$66,787.50	\$70,414.50
CG-35	Hourly	\$33.60	\$35.56	\$37.49
	Bi-Weekly	\$2,520.00	\$2,667.00	\$2,811.75
	Annual	\$65,520.00	\$69,342.00	\$73,105.50
CG-36	Hourly	\$34.89	\$36.92	\$38.94
	Bi-Weekly	\$2,616.75	\$2,769.00	\$2,920.50
	Annual	\$68,035.50	\$71,994.00	\$75,933.00

CG-37	Hourly	\$36.13	\$38.26	\$40.37
	Bi-Weekly	\$2,709.75	\$2,869.50	\$3,027.75
	Annual	\$70,453.50	\$74,607.00	\$78,721.50
CG-38	Hourly	\$37.45	\$39.61	\$41.78
	Bi-Weekly	\$2,808.75	\$2,970.75	\$3,133.50
	Annual	\$73,027.50	\$77,239.50	\$81,471.00
CG-39	Hourly	\$38.70	\$40.98	\$43.31
	Bi-Weekly	\$2,902.50	\$3,073.50	\$3,248.25
	Annual	\$75,465.00	\$79,911.00	\$84,454.50
CG-40	Hourly	\$39.95	\$42.35	\$44.70
	Bi-Weekly	\$2,996.25	\$3,176.25	\$3,352.50
	Annual	\$77,902.50	\$82,582.50	\$87,165.00
CG-41	Hourly	\$40.91	\$44.57	\$48.25
	Bi-Weekly	\$3,068.25	\$3,342.75	\$3,618.75
	Annual	\$79,774.50	\$86,911.50	\$94,087.50
CG-42	Hourly	\$41.97	\$45.69	\$49.45
	Bi-Weekly	\$3,147.75	\$3,426.75	\$3,708.75
	Annual	\$81,841.50	\$89,095.50	\$96,427.50
CG-43	Hourly	\$43.54	\$47.43	\$51.36
	Bi-Weekly	\$3,265.50	\$3,557.25	\$3,852.00
	Annual	\$84,903.00	\$92,488.50	\$100,152.00
CG-44	Hourly	\$45.11	\$49.22	\$53.22
	Bi-Weekly	\$3,383.25	\$3,691.50	\$3,991.50
	Annual	\$87,964.50	\$95,979.00	\$103,779.00
CG-45	Hourly	\$46.71	\$50.98	\$55.16
	Bi-Weekly	\$3,503.25	\$3,823.50	\$4,137.00
	Annual	\$91,084.50	\$99,411.00	\$107,562.00
CG-46	Hourly	\$48.73	\$53.15	\$57.58
	Bi-Weekly	\$3,654.75	\$3,986.25	\$4,318.50
	Annual	\$95,023.50	\$103,642.50	\$112,281.00

**\*SCHEDULE A**  
**Classifications in HS Bargaining Unit**

CLASSIFICATION TITLE	CLASS SPEC	PAY #RANGE
Accountant I	B001	CG-29
Accountant ID	B005	CG-33
Accounting Clerk I	B006	CG-25
Accounting Clerk II	B007	CG-26
Addictions Counsellor I	H001	CG-39
Addictions Counsellor II	H007	CG-45
Addictions Officer	H008	CG-39
Administrative Officer I	B008	CG-27
Administrative Officer IA	B009	CG-28
Administrative Office IB	B277	CG-29
Advanced Care Paramedic	H009	CG-37
Aircraft Dispatcher I	L002	CG-28
Ambulance Dispatcher II	L005	CG-32
Ambulance Operator/Attendant	H010	CG-25
Audiology Technician	H022	CG-26
Audio-Visual Equipment Technician	B020	CG-26
Audio-Visual Specialist	B021	CG-28
Auto Mechanic	J009	CG-29
Autopsy Assistant	H024	CG-21
Beautician I	L008	CG-24
Beautician II	L009	CG-25
Behaviour Management Specialist	H025	CG-37
Biomedical Engineering Technologist I	H026	CG-31
Biomedical Engineering Technologist II	H031	CG-36
Boiler Plant Operator	L010	CG-23
Buyer I	B036	CG-26
Buyer II	B037	CG-27
Buyer IIA	B038	CG-28
Buyer III	B039	CG-29
Buyer IIIC	B271	CG-32
Cardiovascular Perfusion Technologist	H037	CG-39
Cardiovascular Perfusion Technologist A	H297	CG-40
Child Management Specialist	H041	CG-38
Child Youth Care Worker	H042	CG-29
Child Youth Care Worker B	H308	CG-31
Clerk I	B046	CG-15
Clerk IA	B047	CG-16
Clerk ID	B050	CG-19
Clerk IE	B051	CG-20
Clerk II	B054	CG-23

Clerk III	B055	CG-24
Clerk IIIB	B057	CG-26
Clerk IV	B058	CG-27
Clerk IVB	B060	CG-29
Clerk Stenographer I	B061	CG-22
Clerk Stenographer II	B062	CG-23
Clerk Stenographer III	B064	CG-25
Clerk Typist I	B066	CG-22
Clerk Typist II	B067	CG-23
Clerk Typist III	B070	CG-26
Clinical Dietitian I	H043	CG-40
Community Health Educator	E011	CG-39
Community Services Worker	B072	CG-29
Computer Operator I	B073	CG-24
Computer Operator II	B074	CG-24
Computer Programmer I	B075	CG-27
Computer Programmer II	B077	CG-29
Computer Programmer/Analyst	B078	CG-35
Computer Support Specialist	B079	CG-29
Computer Support Specialist D	B317	CG-33
Computer Support Technician	B080	CG-27
Computer Systems Analyst I	B081	CG-37
Computer Systems Analyst II	B084	CG-39
Cook Helper	L013	CG-18
Cook I	J020	CG-25
Cook II	J023	CG-28
Co-ordinator Assessments & Placements	H084	CG-38
Data Base Analyst	B088	CG-42
Data Entry Operator	B090	CG-23
Dental Assistant I	H086	CG-23
Dental Assistant II	H090	CG-27
Dental Hygienist II	H091	CG-28
Dental Technician	H092	CG-27
Departmental Programme Co-ordinator	B093	CG-29
Departmental Programme Co-ordinator D	B097	CG-33
Domestic Worker	L016	CG-19
Domestic Worker Lead Hand	L134	CG-25
Domestic Worker M	L136	CG-18
Duplicating Equipment Operator	B099	CG-19
Electronic Content Management Coordinator	E015	CG-33
Electronics Technician	L017	CG-27
Engineering Technician II	D039	CG-30
Engineering Technician IIA	D040	CG-31
Equipment Operator I	L024	CG-21
Equipment Operator II	L025	CG-21

Equipment Operator IIB	L027	CG-23
Equipment Operator III	L033	CG-23
Farming/Building Maintenance Worker	L034	CG-25
Food Operations Supervisor I	L035	CG-28
Food Operations Supervisor IA	L140	CG-29
Food Service Supervisor	L036	CG-26
Food Service Worker I	L037	CG-20
Food Service Worker II	L038	CG-21
Gardener I	L044	CG-16
Health Education Assistant	H117	CG-23
Health Records Analyst	E017	CG-27
Health Records Analyst A	E084	CG-28
Homemaker	L053	CG-23
Homemaker C	L056	CG-26
Hospital Admitting Clerk I	H118	CG-23
Hospital Admitting Clerk II	H122	CG-27
Information Management Analyst	E019	CG-36
Information Management Technician II	E024	CG-27
Information Management Technician IIA	E025	CG-28
Instructional Materials Development Specialist/ Librarian	E033	CG-36
Job Opportunities Officer	B134	CG-29
Labourer I	L058	CG-17
LAN Administrator	B136	CG-36
Laundry Supervisor I	L066	CG-25
Laundry Worker I	L067	CG-18
Laundry Worker II	L068	CG-18
Laundry Worker III	L069	CG-19
Librarian I	E035	CG-37
Librarian II	E036	CG-37
Librarian III	E040	CG-41
Library Assistant	E041	CG-22
Library Clerk	E042	CG-21
Library Technician I	E043	CG-24
Library Technician II	E044	CG-24
Library Technician IIA	E045	CG-25
Library Technician III	E047	CG-27
Licensed Practical Nurse I	H142	CG-29
Licensed Practical Nurse II	H146	CG-33
Mail and Messenger Clerk I	B141	CG-14
Mail and Messenger Clerk II	B146	CG-19
Maintenance Repairer	L079	CG-22
Management Analyst I	B149	CG-26
Management Analyst II	B153	CG-30
Management Analyst IIA	B292	CG-31

Medical Equipment Repairer	L083	CG-21
Medical Records Technician I	E051	CG-26
Medical Records Technician IA	E052	CG-27
Medical Records Technician II	E054	CG-29
Medical Records Technician IID	E058	CG-33
Medical Services Aide	H149	CG-19
Mental Health Crisis Intervener	H152	CG-35
Occupational Health & Safety Officer II	P079	CG-36
Occupational Therapy Support Worker	H180	CG-28
Offset Press Operator I	L084	CG-23
Offset Press Operator II	L087	CG-26
Operating Room Technician	H181	CG-29
Ophthalmologist Assistant	H182	CG-24
Organizational Budget Analyst	B184	CG-28
Orthopaedic Technician	H183	CG-28
Orthopaedic Technologist	H184	CG-29
Painter/Plasterer	J034	CG-26
Payroll Clerk I	B185	CG-25
Payroll Clerk II	B187	CG-27
Payroll Clerk III	B189	CG-29
Payroll Officer I	B190	CG-25
Payroll Officer II	B192	CG-27
Personal Care Attendant	H188	CG-24
Pharmacy Assistant	H311	CG-26
Pharmacy Technician	H189	CG-29
Photographic Technician (Ophthalmology)	H191	CG-24
Physiotherapy Support Worker	H192	CG-28
Policy, Planning and Research Analyst	B208	CG-35
Policy, Planning and Research Analyst B	B278	CG-37
Power Engineer 3rd Class	L090	CG-26
Power Engineer 3rd Class (Lead Hand)	L139	CG-29
Power Engineer 4th Class	L091	CG-25
Power Engineer 4th Class (Shift-in-Charge)	L092	CG-27
Primary Care Paramedic	H186	CG-29
Printing Production Worker I	L095	CG-18
Prosthetic/Orthotic Technician I	H194	CG-22
Prosthetic/Orthotic Technician II	H198	CG-26
Prosthetic/Orthotic Technician III	H201	CG-29
Prosthetic/Orthotic Technician IV	H202	CG-29
Prosthetic/Orthotic Technician IVB	H296	CG-31
Prosthetic/Orthotic Technician IVC	H298	CG-32
Psychiatric Licensed Practical Nurse I	H214	CG-28
Psychiatric Licensed Practical Nurse II	H215	CG-29
Psychiatric Licensed Practical Nurse III	H217	CG-31
Psychiatric Licensed Practical Nurse IIIC	H220	CG-34

Psychiatric Therapy Aide	H228	CG-28
Radio-Telephone Operator	B214	CG-25
Recreation Therapy Worker I	H240	CG-24
Recreation Therapy Worker II	H245	CG-29
Recreation Therapy Worker III	H246	CG-29
Recreation/Development Specialist I	H247	CG-36
Recreation/Development Specialist II	H250	CG-39
Regional Building Automation Technologist	D087	CG-31
Regional Nutritionist	H253	CG-41
Rehabilitation Assistant	H338	CG-28
Residential Housekeeper	L106	CG-22
Respiratory Technician	H256	CG-28
Safety and Security Monitor	H264	CG-18
Seamstress I	L107	CG-22
Seamstress II	L109	CG-24
Secretary I	B218	CG-25
Secretary II	B219	CG-26
Security Guard	L110	CG-23
Senior Child Youth Care Worker	H265	CG-35
Senior Child/Behaviour Management Specialist	H266	CG-43
Senior Programmer/Analyst	B227	CG-40
Senior Systems Analyst	B228	CG-42
Senior Systems Analyst A	B301	CG-43
Social Assistance Worker	B230	CG-29
Social Assistance Worker B	B280	CG-31
Social Service Worker	H267	CG-27
Social Work Program Co-Ordinator	H268	CG-43
Social Worker I	H269	CG-39
Social Worker II	H272	CG-42
Social Worker III	H273	CG-43
Speech Language Pathologist Assistant	H274	CG-26
Staff Training & Development Co-Ordinator	E072	CG-37
Statistician I	B323	CG-30
Statistician IA	B233	CG-31
Statistician II	B238	CG-36
Stenographer I	B239	CG-23
Stenographer II	B242	CG-26
Stenographer III	B244	CG-28
Sterile Supply Technician	H281	CG-22
Stockhandler	B245	CG-19
Stockhandler B	B312	CG-21
Storekeeper I	B246	CG-24
Storekeeper II	B247	CG-25
Storekeeper IM	B304	CG-23
Switchboard Operator I	B251	CG-19

Switchboard Operator II	B253	CG-21
Trades Helper	L125	CG-17
Trades Worker I	J036	CG-24
Trades Worker IE	J041	CG-29
Trades Worker II	J042	CG-29
Trades Worker IIA	J043	CG-29
Trades Worker III	J049	CG-35
Trades Worker IIIA	J056	CG-36
Training Officer	E075	CG-37
Transition House Counsellor	H283	CG-33
Treatment Attendant I	H284	CG-27
Treatment Attendant II	H285	CG-28
Treatment Attendant IIA	H330	CG-29
Typist I	B266	CG-23
Typist II	B267	CG-23
Urodynamics Technician	H286	CG-32
Urology Technician I	H287	CG-29
Urology Technician II	H292	CG-34
Utility Worker I	L128	CG-19
Utility Worker II	L131	CG-22
Vocational Program Co-Ordinator	P094	CG-36
Watchperson	L132	CG-20
Word Processing Equipment Operator I	B269	CG-22
Word Processing Equipment Operator II	B270	CG-23
Youth Care Counsellor	P097	CG-34

Where the Classification, Organization and Management Division of Treasury Board has changed the name of a classification or created a new classification, the changes shall be referenced in Schedule A.

## **SCHEDULE B**

The following items to be supplied to personnel on the following basis:

### **AMBULANCE PERSONNEL**

1 reversible raincoat	To be replaced as required on forfeiture of previous item issued.
1 pair hip rubbers	To be replaced as required on forfeiture of previous item issued.
1 parka	Every two years
1 cap	Every two years
1 uniform	Each year
3 shirts	Each year
1 tie	Each year
1 pair of gloves	Each year

### **PARKING LOT ATTENDANT**

1 reversible raincoat  
1 parka  
1 pair overshoes  
1 pair long rubbers  
1 cap  
1 sou'wester

Items to be replaced on forfeiture of previous items.

## **SCHEDULE C**

Employers which are party to this Agreement:

Western Health

Children, Seniors and Social Development

St Patrick's Mercy Home

Glenbrook Lodge

## **SCHEDULE D**

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

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

#### **BENEFITS**

##### **BASIC GROUP LIFE INSURANCE**

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

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

##### **DEPENDENT LIFE INSURANCE**

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

##### **BASIC ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

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

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

## **Schedule of Benefits**

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

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

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

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

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

- All Toes of One Foot

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

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

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

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

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

No benefits are paid for injury or death resulting from:

- suicide while sane or insane;
- intentionally self-inflicted injury or suicide;
- viral or bacterial infections, except pyogenic infections occurring through the injury from which loss is being claimed;
- any form of illness or physical or mental infirmity;
- medical or surgical treatment;
- service, including part-time or temporary service, in the armed forces of any country;
- war, insurrection or voluntary participation in a riot;
- air travel serving as a crew member, or in aircraft owned, leased or rented by your employer, or air travel where the aircraft is not licensed or the pilot is not certified to operate the aircraft.

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

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

### **WAIVER OF PREMIUM PROVISION**

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

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

#### **Hospital Benefit**

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

#### **Prescription Drug Benefit**

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

#### **Vision Care Benefit**

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

- a) Charges for eye examinations performed by an Ophthalmologist or Optometrist where the Medicare plan does not cover such services, limited to one such expense in a calendar year for dependent children under age 18, and once in two calendar years for all other insured persons. Coverage is provided at 80% to a covered maximum of \$70.

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

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

### **Extended Health Benefit**

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

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

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

- Expenses private insurers are not permitted to cover by law
- Services or supplies for which a charge is made only because you have insurance coverage

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

### **Group Travel Insurance**

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

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

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

## **OPTIONAL BENEFITS**

### **Optional Group Life Insurance**

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

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

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

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

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

### **Optional Dental Care Insurance**

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

### **Optional Critical Conditions Insurance**

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

## **GENERAL INFORMATION**

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

### Spouse

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

### Dependent Children

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

Children of your spouse are considered dependents only if:

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

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

### **Eligibility**

- all full-time permanent employees working a regular work week are required to participate on the first day of employment
- all part-time permanent employees working a minimum of 50% of the regular work week are required to participate from the first day of employment
- all full-time temporary employees, if hired for a period of more than three months, are required to participate from the first day of employment. Full-time temporary employees who are hired for a period of less than three months, who have their contract extended for an additional period of at least three months, are required to participate on the date of notification that their employment was extended.
- all contractual employees, if hired for a period of more than three months, are eligible from the first day of employment. Contractual employees who are hired for a period of less than three months, who have their contract extended for an additional period of at

least three months, are eligible to participate on the date of notification that the contract was extended. Contractual employees are not eligible to participate beyond 31 days of their eligibility date.

- all regular seasonal employees are required to participate in the plan from their first day of active employment. During periods of layoff, provided they do not work for another employer during such layoff, regular seasonal employees have the option to continue coverage provided the employer is duly notified prior to the commencement of the layoff. **Coverage will not continue unless a “Continuation of Coverage” form is completed, signed, and given to your Group Plan Administrator prior to you leave.**
- all casual employees working a minimum of 50% of the normal working hours for their job classification in the previous calendar year are required to participate in the following policy year (April 1 to March 31). Eligibility for casual employees is reviewed on an annual basis.
- employees who elect early retirement will continue to be insured under the program as if active employees. Group life and accidental death and dismemberment insurance benefits will be calculated on the annual superannuation benefits. Optional Long Term Disability and Critical Illness will terminate. Basic Life and Basic AD&D coverage will be reduced on the first of the month following the date of retirement or age 65, whichever occurs first.
- for retirees, upon attainment of age 65, all basic life and optional life insurance policies terminate. At age 65, if you have been insured for a period of five years immediately prior to your 65th birthday, you may be eligible for a reduced paid-up life insurance policy on the first of the month following attainment of age 65, which will remain in force throughout your lifetime. You may also be eligible to continue your supplementary health and group travel insurance plans on a 50/50 cost-shared basis.
- In the event of your death, your surviving spouse and any insurable dependent children, who on the date of your death was insured under the plan, may have the option of continuing in the group insurance program.

### **EMPLOYEE AND RETIREE RESPONSIBILITY**

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

- For ensuring that you have applied for the coverage you wish to have for yourself on your enrolment forms and your dependents within the appropriate time frames.
- To change your coverage from single to family within the appropriate time frame. If the coverage is not changed within 31 days of acquiring your first eligible dependent an Evidence of Insurability on Dependents is required for approval.

- To add a spouse to this plan in the event that they lose coverage under another plan within a 31 day period following the loss of coverage to avoid having to provide medical evidence.
- For examining payroll deductions for each pay period for all group insurance benefits. Examples would include family versus single coverage and optional benefit premiums particularly when you have requested changes in coverage and at the annual renewal date when the premiums are adjusted. This will ensure accuracy and allow for corrections on a timely basis. Coverage details can be confirmed through pay stubs, your plan administrator, employers online benefit statements (where available), and the insurance carrier (their website and their toll free number)
- For amending your coverage to delete any coverage you no longer require. Contributions which you have paid are not refundable if they were consistent with the application on file.
- For effecting conversion of the coverage eligible to be converted upon the earlier of termination of employment or at age 65.
- For accurately completing the necessary forms required for continuing benefits while on maternity leave, sick leave, special leave without pay, retirement, etc. It is extremely important these arrangements be made prior to commencing eligible leave. For continuation of group life and health insurance while on temporary layoff or on unpaid leave you are responsible for the payment of the full premium amount (employer/employee contributions) and failure to remit will result in termination of coverage. You are also responsible for the payment of the full premium amount (employer/employee contributions) if you are a casual/hourly employee and you maintain benefits during a pay period when you have not worked and have not received pay. Failure to remit premiums will result in the termination of coverage.
- For providing appropriate claim information necessary to process LTD and/or Waiver of Premium claims as well as to ensure notice of claim/proof of claim where necessary has been provided within appropriate time frames as required under the contract.
- For providing appropriate medical information necessary to add a dependant as functionally impaired to continue their coverage beyond the age a dependant would otherwise terminate based on contract guidelines
- For completing the appropriate forms accurately, completely, and within applicable timeframes for such things as change of address, addition or deletion of a dependent, and other significant matters that can change or otherwise affect your coverage.
- To register coverage student dependents between age 21 and 25 at the beginning of each school year. Failure to do so may impact coverage.

- Reviewing the online employee benefit booklet, contacting the insurance carrier and/or your organization's plan administrator to ensure you have a sound knowledge of the benefits available, extent of coverage, eligibility criteria, exclusions, restrictions, medical underwriting requirements, conversion options, continuation of benefits, predeterminations and other important requirements of the program.
- Providing proof of the purchase of pension service that may reduce LTD premiums. Premiums will only be adjusted when the plan administrator has been notified and received verification despite the date the purchase may have occurred.

For notifying your plan administrator if the deletion of an overage dependant requires a change in your premiums from family to single coverage.

## SCHEDULE E

### THE CLASSIFICATION REVIEW AND APPEAL PROCESS

#### **A. Definitions**

1. "Appeal" means a request by an employee to the Classification Appeal Adjudicator to review specific factor allocations determined by the Classification & Organizational Design Division that they consider 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 their 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 Treasury Board 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 their 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.

**SCHEDULE F**

**TRANSITION AGREEMENTS**

Child Youth and Family Services and CUPE  
Western Regional Health Authority

**TRANSITION AGREEMENT**

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND  
LABRADOR**

**(Represented herein by the Treasury Board)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**April , 2011**

This agreement made this 9<sup>th</sup> day Sept, 9, 2011 in accordance with Clause 35.02 of the Hospital Support Collective Agreement between Her Majesty the Queen in Right of Newfoundland and Labrador (represented herein by Treasury Board) (the **Employer**) and the Canadian Union of Public Employees (CUPE), herein referred to as the Collective Agreement.

This Transition Agreement governs all members of the Hospital Support bargaining unit who have transferred from the Western Regional Integrated Health Authority (**Western Health**) bargaining unit to the Department of Child Youth & Family Services (the **Department**). Further, that the changes are effective the date of transfer and are relative only to bargaining unit members who are employed with the Department.

It is further recognized that effective the date this Transition Agreement comes into effect, the transition agreement dated December 14, 2010 between the Employer, CUPE and the Newfoundland and Labrador Health Boards Association will no longer operate and apply to those employees governed by this Transition Agreement.

**1. Bargaining Unit**

CUPE and the Province of Newfoundland & Labrador agree to jointly request that the Labour Relations Board issue a certification order to establish a separate bargaining unit within the Department of Child, Youth & Family Services such new bargaining unit to be comprised of CUPE Hospital Support bargaining unit members who are transferred from Western Health Authority to the Department.

**2. Transfer of Service – Effective Date**

As of March 28, 2011 the employees governed by this Transition Agreement who were previously employees of Western Health became employees of the Department. The Department recognizes the service of each of the employees as it was recognized by Western Health prior to that date.

### 3. Article 1.01

Article 1.01 (4) shall be replaced with the following:

*1.01 It is the purpose of both parties to this Agreement:*

...

*(4) When interpreting this collective agreement, the parties agree that the respective transition agreements between the Union and the employers attached in Schedule G must be read in conjunction with the collective agreement.*

### 4. Article 1.02 Definitions

Article 1.02 (a) and (h) shall be replaced with the following:

*1.02 For the purpose of this Agreement:*

*(a) "Administrator" - The Deputy Minister of an employer or the official authorized by him/her to act on his/her behalf.*

.....

*(h) "Employer" means the Department of Child Youth and Family Services as represented by Treasury Board and an employer listed in Schedule "C" represented herein by the Newfoundland and Labrador Health Boards Association.*

### 5. Article 9 - Labour Management Committee

Article 9.01 and 9.03 shall be replaced with the following:

*9.01 Establishment of Committee*

*A Labour Management Committee shall be established consisting of three*

*(3) representatives of the Union and an equal number of representatives of the Employer. The numbers may be reduced by mutual agreement between the parties. The Employer shall be duly notified in writing as to the names of the Union representatives selected.*

...

9.03 Meetings of Committee

*The Committee shall meet at least twice a year, at a mutually agreeable time and place. The location of the meetings shall be rotated between the three zones, as set out in Appendix "B". A meeting may be cancelled or rescheduled by mutual consent. The Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.*

**6. Article 11.07 - Settling of Grievances**

Article 11.07 shall be replaced with the following:

11.07 Settling of Grievances

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

Step 1 *The aggrieved employee shall within seven (7) calendar days after becoming aware of the occurrence of the grievance, submit his/her grievance to the Shop Steward or in the absence of his/her Shop Steward, another Shop Steward may process the grievance.*

Step 2 *If the Steward considers the grievance to be justified, the employee concerned together with the Shop Steward, may within seven (7) calendar days following receipt of the grievance, submit his/her grievance in writing to the employee's supervisor outlining the alleged violations and redress sought. An earnest effort shall be made by all parties to settle the grievance at step 2.*

Step 3 *Failing satisfactory settlement within four (4) calendar days after the dispute was submitted under Step 2, the Steward, within a further five (5) calendar days, will submit to the Regional Director as the case may be, a written statement of the particulars of the grievance and redress sought. Regional Director shall render his/her decision within six (6) calendar days of receipt of such notice.*

*Step 4 Failing settlement being reached in Step 3, the shop steward assisted by another shop steward shall within seven (7) calendar days submit the grievance to the Administrator who shall render his/her decision within nine (9) calendar days of receipt of such notice.*

*Step 5 Failing settlement being reached in Step 4, either party may refer the dispute to arbitration within fifteen (15) calendar days of the Administrator's decision in Step 4. All time limits in the grievance and arbitration procedure shall be exclusive of the paid holidays as outlined in clause 20.01.*

## **7. Seniority**

i) Article 14.01(b) shall be replaced with the following:

### *14.01 Seniority Defined*

....  
*(b) Subject to clause 14.03, seniority for temporary employees is defined as the length of service (excluding overtime) with the Employer, and subject to the provisions of clauses 14.04, or any other appropriate clause, shall operate on a bargaining unit wide basis.*

ii) All seniority for transferring employees as recognized by the former employer, Western Health, at the time of the employees transfer into the Department, shall be recognized in the Department.

iii) The parties agree that pursuant to Article 14.01 (d), a new number seniority system will be developed by the Department for the transferred employees. Such number system will not impact the relative seniority ranking of any employee vis-à-vis the other employees and each employee's placement in terms of their relative ranking at the time of transfer will be maintained in the new number system. Temporary employees will retain their relative ranking based on their Area as set out in Appendix "A".

## **8. Article 16 - Layoff and Recall**

Article 16.01(b) shall be replaced with the following:

### *16.01 Role of Seniority in Layoff*

*Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, the following provisions shall apply:*

....

*(b) Temporary employees shall be laid off in the reverse order of seniority provided that those temporary employees being retained have sufficient qualifications to do the work required.*

Article 16.01(d) shall be replaced with the following:

*16.01(d)*

*A permanent employee whose position is affected by the Employer's decision to layoff shall either accept layoff or displace the most junior employee based on the following procedure provided they have sufficient qualifications to perform the work required and their hours of work shall not be changed unless mutually agreed:*

*i. Displace the most junior employee in the same or another classification in the Community (as listed under the Geographical Areas outlined in Appendix A) in which they were working prior to the layoff. If the employee is unable to displace in the Community then they may either accept layoff and return to the temporary recall list or*

*ii. Displace the most junior employee in the same or another classification in the Geographical Area (as outlined in Appendix A) in which they were working prior to the layoff. If the employee is unable to displace in the Geographical Area then they may either accept layoff and return to the temporary recall list or*

*iii. Displace the most junior employee in the same or another classification in the Region. If the employee is unable to displace in the Region then they will be laid off.*

Article 16.02(b) shall be replaced with the following:

*16.02(b)*

*Permanent employees shall be recalled in order of seniority, within the Geographical Area outlined in Appendix A, provided that those employees being recalled have sufficient qualification to perform the work required.*

Article 16.02(c) shall be replaced with the following:

*Temporary employees, including those on a probationary period, shall be recalled in order of seniority within the Geographic Area outlined in*

*Appendix A, providing those temporary employees being recalled have sufficient qualifications to perform the work required.*

**9. A. 18.09 Callback – Telephone Consultations**

Subject to the approval of their manager, or designate, employees who are able to perform their duties at home and are not required to leave their home in order to fulfill those duties, shall not be entitled to callback compensation, but will be considered on authorized overtime. This overtime shall be calculated to the nearest next highest fifteen (15) minute unit.

**10. A.23.02 Leave of Absence for Union Business**

Article 23.02(a)(iii) and (b)(iii) shall be replaced with the following:

23.02

(a)

...

(iii) *For an employee who is a member of the National and/or Provincial Executive or an elected delegate, who may wish to attend the National Convention of the Canadian Union of Public Employees and the Convention of the Canadian Labour Congress, leave with pay not exceeding five (5) days in any one year; no more than two (2) employees at one time from each work location.*

(b) *Twelve Hour Shift*

.....

(iii) *For an employee who is a member of the National and/or Provincial Executive or an elected delegate, who may wish to attend the National Convention of the Canadian Union of Public Employees and the Convention of the Canadian Labour Congress, leave with pay not exceeding thirty seven point five (37.5) hours in any one (1) year; no more than two (2) employees at one time work location.*

**11. A. 24.05 Transportation**

24.05 Transportation

- (a) **Subject to clause 24.05(i)**, when, in the course of his/her duty, an employee is required to travel on the Employer's business, transportation shall be provided by the Employer, or with the approval of the Employer, he/she may be permitted to use his/her own vehicle and be reimbursed at the rate of thirty-one (31.5) cents per kilometre effective April 1, 2000. **Subject to clause 24.05(g)**, employees have the right to refuse to utilize their own cars for Employer business.
- (b) **Subject to clause 24.05(i)**, payment for the use of private vehicles on the Employer's business shall be limited to the kilometre rate specified herein. The Employer assumes no liability for damage or other expenses arising as a result of the use of private vehicles.
- (c) If an employee is required to travel on the Employer's business then he/she shall be compensated for his/her transportation subject to clauses 24.05 (a) and **24.05(i)**, and his/her lodging shall be paid by the Employer upon presentation of suitable receipts.
- (d) **The Per Diem meal rate shall be:**
  - (i) Thirty-six dollars and fifty cents (\$36.50) (\$7.30 - breakfast; \$10.95 - lunch; \$18.25 - dinner) per day for the Island and Labrador.
  - (ii) For travel outside the province, Forty-three dollars (\$43) per day in Canada.
  - (iii) Forty-three (\$43 US) per day for the US and;
  - (iv) Forty-eight (\$48) per day for all other travel.
- (e) An employee shall be entitled to one five (5) minute person to person telephone call for each night of overnight travel.
- (f) An employee is entitled to claim an incidental expense for each night on overnight travel status of five dollars (\$5) per night.
- (g) **The Employer has the right to designate positions which require incumbents to have, as a condition of employment, an automobile available for use on Employer business. Once a position has been so designated by the Employer, the Employee does not have the right to refuse to utilize their own cars for Employer business, subject to clause 24.05(h).**
- (h) **No incumbent in a position designated under clause 24.05(g) as requiring an automobile, will lose employment as a result of inability to provide an automobile, provided that a reason satisfactory to the Employer is given.**

- (i) Employees who make an automobile available for use on Employer business as a condition of employment shall be reimbursed as follows:

<u>Effective Date</u>	<u>Per Kilometre</u>	<u>Annual Limit (Calendar year)</u>
April 1, 2011	50.74¢	first 9,000 km
April 1, 2011	36.84¢	in excess of 9,000 km

Any necessary adjustments to the rates specified herein will be in accordance with the Memorandum of Agreement Re: Kilometer Rate Adjustment Formula (CUPE) attached hereto as Appendix "C".

SIGNED on behalf of the Treasury Board representing Her Majesty the Queen in right of Newfoundland & Labrador, on the 9<sup>th</sup> day of Sept 2011 in the Presence of the witness hereto subscribing

*Witness*  
*Don SATURSEY*  
 WITNESS

*Bernadette Cole Gendron*  
 Bernadette Cole Gendron  
 Staff Relations Specialist  
 Collective Bargaining Division

SIGNED on behalf of the Canadian Union of Public Employees on the \_\_\_ day of 2011 in the presence of the witness hereto subscribing.

Witness

*Donna Ryan*  
 Donna Ryan

*Karen Greene*  
 Karen Greene

*Carol King*  
 Carol King

*Angela Targest*  
 Angela Targest

*Nadine Butt*  
 Nadine Butt

SCHEDULE C of the Collective Agreement:

Employers which are party to this Agreement:

**Department of Child, Youth & Family Services**

Western Health Care Corporation operating:

Western Memorial Regional Hospital  
Western Memorial Clinic  
Interfaith Home for Senior Citizens, Corner Brook  
J.I. O'Connell Centre  
Deer Lake Clinic  
Sir Thomas Roddick Hospital Dietary Staff

Central West Health Corporation operating:

Baie Verte Peninsula Health Centre  
Central Newfoundland Regional Health Centre/Carmelite House  
St. Alban's Clinic  
Lewisporte Clinic  
Brown Avenue Therapeutic Residence

Central East Health Care Institutions Board operating:

Notre Dame Bay Memorial Health Centre  
New World Island Clinic

Grenfell Regional Health Services Board operating:

Dr. Charles S. Curtis Memorial Hospital  
Strait of Belle Isle Health Centre, Flower's Cove  
John M. Gray Centre for Seniors, St. Anthony  
Labrador South Health Centre, Forteau

Health Labrador Corporation operating:

Captain William Jackman Memorial Hospital  
St. Patrick's Mercy Home  
Glenbrook Lodge

**TEMPORARY EMPLOYEE RECALL AREAS**

**Area 1**

Comer Brook  
Bay of Islands  
Pasadena  
Deer Lake

**Area 2**

Trout River  
Norris Point  
Woody Point  
Cow Head  
Daniel Harbour  
Parsons Pond

**Area 3**

Port Saunderson

**Area 4**

Stephenville  
Stephenville Crossing  
Cape St. George  
Jeffreys  
Port au Port  
St. George

**Area 5**

Port Aux Basques  
and Surrounding Clinics

**Area 6**

Bargeo  
Karrala

**Appendix “B” CYFS Zones:**

- **Zone H**
  - **Corner Brook**
- **Zone I**
  - **Stephenville Crossing, Stephenville, Piccadilly, Port aux Basques and Burgeo**
- **Zone J**
  - **Springdale, Baie Verte, Deer Lake, Bonne Bay, Port Saunders, Roddickton, Flower’s Cove and St. Anthony**

## MEMORANDUM OF AGREEMENT

Re: Kilometer Rate Adjustment Formula (CUPE)

### 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 Public Service Secretariat and posted to the Human Resource Policy Manual website: [www.gov.nl.ca/hrpm](http://www.gov.nl.ca/hrpm). Should there be any dispute as to the calculated rate, the rate established by the Public Service Secretariat shall prevail.

### Adjustment Formula

#### 4. Base Fuel Rate

The 'base fuel rate' for calculating fuel costs is 79.4¢ per liter.

#### 5. Fuel Price

'Fuel prices' shall be those set by the Petroleum Pricing Office for the Avalon Region (Zone I).

#### 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

The 'base kilometer rate' shall be adjusted effective October 1, 2005 based on the difference in the 'fuel price' on October 1, 2005 and the 'base fuel rate' multiplied by 1.10

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

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

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

8. Adjustment Dates (Quarterly Adjustments)

Effective January 1, 2006, the kilometer rate shall be adjusted, based on the 'Adjustment Formula', on a quarterly basis on the following dates each year:

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

9. Adjustment Formula

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

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

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

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

10. Reimbursement Rate

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

Effective Date

11. The MCA shall be effective October 1, 2005, and in accordance with Clause # 10, shall only be applicable to travel which occurs from that date forward.

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

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

SIGNED on behalf of the Public Service Secretariat, by its proper officers in the presence of the witness hereto subscribing:

S. Howlett  
Witness

[Signature]

SIGNED on behalf of the Newfoundland and Labrador Health Boards Association

[Signature]  
Witness

[Signature]

SIGNED on behalf of the Newfoundland and Labrador School Boards Association

[Signature]  
Witness

[Signature]

SIGNED on behalf of the Newfoundland and Labrador Housing Corporation

[Signature]  
Witness

[Signature]

SIGNED on behalf of the Provincial Information and Library Resources Board

[Signature]  
Witness

Cashin Taylor

SIGNED on behalf of the Canadian Union of Public Employees, by its proper officers in the presence of the witness hereto subscribing:

[Signature]  
Witness

[Signature]

**SCHEDULE 'A'**

**Collective Agreements**

Provincial Information and Library Resources Board

Hospital Support Staff

School Board Support Staff (Master Agreement)

Avalon East School Board Support Staff

Newfoundland and Labrador Housing Corporation

Group Homes (Master Agreement)

**CUPE TRANSITION AGREEMENT**

**FINAL COPY FOR SIGNATURE**

**December 14, 2010**

**TRANSITION AGREEMENT**

**BETWEEN**

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

**AND**

**THE NEWFOUNDLAND AND LABRADOR HEALTH BOARDS ASSOCIATION**

**REPRESENTING**  
**WESTERN REGIONAL HEALTH AUTHORITY**  
(Referred herein as Western Health or the Employer)

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**DECEMBER 14, 2010**

This agreement made this 14<sup>th</sup> day of December two thousand and ten in accordance with Clause 35.02 of the Collective Agreement between Her Majesty the Queen in Right of Newfoundland and Labrador (represented herein by the Treasury Board), the Newfoundland and Labrador Health Boards Association, and the Canadian Union of Public Employees (CUPE), herein referred to as the Collective Agreement. This Agreement governs all members of CUPE who are employees of the Western Regional Health Authority (referred herein as the Employer).

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

- Transition Agreement between the Western Health Care Corporation and Western Regional Health and Community Services Board and The Canadian Union of Public Employees; dated 10 September 1996

#### **1. Labour Relations Board Order**

As per the orders of the Labour Relations Board (LRB) dated 30 July 2008 and 16 October 2010 (the LRB Orders), copies of which are attached in Appendix D, it was determined that there be established a single regional CUPE (HS) bargaining unit in the classifications covered by the CUPE (HS) Collective Agreement within the Western Regional Health Authority. This now includes former employees represented by the Newfoundland and Labrador Association of Public and Private Employees who were previously paid on the NAPE (HS) salary scales as outlined in the Labour Relations Board Orders.

#### **2. Transfer of Service – Effective Date**

As of 1 April 2005 the employees of the former Western Health Care Corporation and the employees of the former Western Regional Health and Community Services Board became employees of the Western Regional Health Authority. The Western Regional Health Authority recognizes the service of each of the CUPE (HS) members, including former NAPE (HS) members, as it was recognized by the previous employers prior to that date.

#### **3. Seniority**

3.1. Former CUPE (HS) and NAPE (HS) employees previously employed by Western Health Care Corporation and Western Regional Health and Community Services Board shall not lose their seniority as a result of the Labour Relations Board Order. In accordance with Article 4.01 (c) Seniority Defined, former NAPE (HS) members who are now members of CUPE (HS) will transfer their seniority to the CUPE (HS) Bargaining Unit.

- 3.2. Service for seniority purposes is to be recognized on a single, regional bargaining unit basis.
- 3.3. As per the CUPE collective agreement, the seniority number system will be utilized to track seniority. The seniority list, which was comprised in accordance with the provisions of Appendix B, became effective on 1 July 2009. This list represents the employees "best" number and will be used for all matters related to seniority with the exception of recall of employees on the temporary recall list.
- 3.4. Seniority numbers for temporary employees will be established, in accordance with the provisions outlined in Appendix C, in each of the recall areas identified in Appendix A. These numbers are unique to the Area and are used to recall temporary employees on the temporary recall list in each of these areas only.

#### **4. Labour Management Committee**

The parties agree to the establishment of a committee to deal with labour management issues functioning on a local level.

Labour management committees will be established in the following areas:

- Corner Brook
- Stephenville
- Stephenville Crossing
- Port aux Basques
- Burgeo
- Norris Point
- Port Saunders

The parties further agree to the establishment of one regional labour management committee which will meet at least twice per calendar year. At least one of these meetings will be face to face.

#### **5. Recall Areas for Temporary Employees.**

Temporary employees will be recalled to work in one of the six (6) areas as designated in Appendix A.

#### **6. CUPE (HS) Agreement – Effective Date**

As previously agreed, the CUPE (HS) Collective Agreement, including the application of the Family Leave and Statutory Holiday provisions, is considered to be in effect for all members of the CUPE (HS) Bargaining Unit within the Western Regional Health Authority effective 1 January 2010 with the exception of those modifications identified within this document.

## 7. Review of this Transition Agreement

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

## 8. Layoff

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of layoff, the CUPE Collective Agreement shall apply however Clause 16.01 (d) shall be replaced with the following:

### *16.01(d) New*

*A permanent employee whose position is affected by the Employer's decision to layoff shall either accept layoff or displace the most junior employee based on the following procedure provided they have sufficient qualifications to perform the work required and their hours of work shall not be changed unless mutually agreed.*

- i. Displace the most junior employee in the same or another classification in the Community (as listed under the Geographical Areas outlined in Appendix A) in which they were working prior to the layoff. If the employee is unable to displace in the Community then they may either accept layoff and return to the temporary recall list or.*
- ii. Displace the most junior employee in the same or another classification in the Geographical Area (as outlined in Appendix A) in which they were working prior to the layoff. If the employee is unable to displace in the Geographical Area then they may either accept layoff and return to the temporary recall list or.*
- iii. Displace the most junior employee in the same or another classification in the Region. If the employee is unable to displace in the Region then they will be laid off.*

*A displaced employee shall displace the most junior employee in another classification based on the procedure outlined above provided they have sufficient qualifications to perform the work required and that his/her hours of work are not changed unless mutually agreed. An employee displaced into a lower paying position shall maintain his/her rate of pay and be "red circled".*

## 9. Recall

The provisions of Article 16.02 of the CUPE Collective Agreement shall apply however Clauses 16.02 (b) and 16.02 (c) shall be replaced with the following:

### **16.02(b) New**

*Permanent employees shall be recalled in order of seniority, within the Geographic Area outlined in Appendix A, provided that those employees being recalled have sufficient qualifications to perform the work required.*

### **16.02(c) New**

*Temporary employees, including those on a probationary period, shall be recalled in order of seniority, within the Geographic Area outlined in Appendix A, in their respective Departments providing those temporary employees being recalled have sufficient qualifications to perform the work required.*

## 10. Sharing of Overtime

The application of clause 18.07 shall be on a site specific basis unless otherwise agreed between the parties.

## 11. Posting of Positions

11.1. As previously agreed, positions which the Employer intends to fill on a permanent or temporary basis which are currently vacant and were vacant prior to 1 July 2009 will initially be filled using the new CUPE "Local" structure. This structure will see positions offered to the senior applicant in accordance with the Seniority List outlined in Article 3 above, in the following CUPE Locals:

- Local 488 – All employees in the Corner Brook, Deer Lake, Pasadena and Bay of Islands area
- Local 4934 – All employees located at the Bonne Bay Health Centre and surrounding clinics
- Local 4935 – All employees located at the Bay St. George Long Term Care Centre
- Local 4936 – All employees located at the Calder Health Care Centre and the Ramea Clinic
- Local 4937 – All employees in the Port aux Basques and Codroy Valley areas
- Local 4938 – All employees in the Port Saunders area
- Local 4939 – All employees in the Stephenville / Bay St. George area and surrounding clinics excluding those employees identified in Local 4935 above.

11.2. Positions which the Employer intends to fill on a permanent or temporary basis which were vacated after 30 June 2009 will be filled using the Regional

Bargaining Unit Structure in accordance with the Seniority List outlined in Article 3 above.

11.3. Effective **January 1, 2011** all positions will be posted on a regional basis. This date may be modified with the written agreement of both parties.

**12. Union Dues**

As previously agreed, dues are to be allocated to CUPE Locals identified in Clause 11.1 above.

**13. Mutual Agreement**

The parties agree to re-execute the Agreement regarding the Sickness Rehabilitation Program which previously existed with the former Health and Community Services Western and the former Western Health Care Corporation.

**14. Telephone Consultations**


Subject to the approval of their manager, or designate, Employees who are able to perform their duties at home and are not required to leave their home in order to fulfill those duties, shall not be entitled to callback compensation, but will be considered on authorized overtime. This overtime shall be calculated to the nearest next highest fifteen (15) minute unit.

**15. Hours of Work**

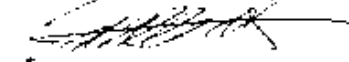
On an experimental basis and without committing either party to a permanent change, the Employer agrees, in consultation with the Union, to establish a flex hour policy


DATED THIS 4<sup>th</sup> DAY OF December, 2010

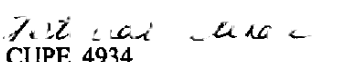
**FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES:**

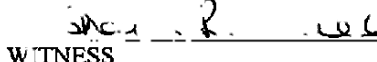
  
CANADIAN UNION OF PUBLIC  
EMPLOYEES - NATIONAL  
REPRESENTATIVE

  
WITNESS

  
CUPF 488

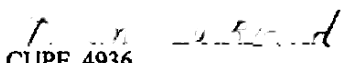
  
WITNESS


  
CUPE 4934

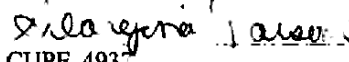
  
WITNESS

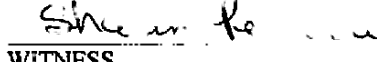
  
CUPE 4935

  
WITNESS

  
CUPE 4936

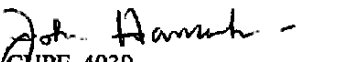
  
WITNESS


  
CUPE 4937

  
WITNESS

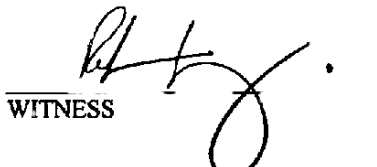
  
CUPE 4938

  
WITNESS

  
CUPE 4939

  
WITNESS

  
WESTERN HEALTH

  
WITNESS

  
NEWFOUNDLAND AND LABRADOR  
HEALTH BOARDS ASSOCIATION

  
WITNESS

  
TREASURY BOARD

  
WITNESS

**APPENDIX A**

## TEMPORARY EMPLOYEE RECALL AREAS

### Area 1

Corner Brook  
Bay of Islands  
Pasadena  
Deer Lake

### Area 2

Trout River  
Norris Point  
Woody Point  
Cow Head  
Daniel's Harbour  
Parsons Pond

### Area 3

Port Saunders

### Area 4

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

### Area 5

Port Aux Basques  
and Surrounding Clinics

### Area 6

Burgeo  
Ramea

**APPENDIX B**

## **SENIORITY NUMBER ALLOCATION AGREEMENT**

### **Permanent ("Best") Seniority Number**

In accordance with our previous discussions and understanding, the following will outline the method of allocating permanent seniority numbers ("Best" Seniority Number) for staff in the Western Region.

1. The CUPE seniority list in effect as of October 17, 2008 will be used as a starting point for the allocation of numbers. Using this list, the new CUPE members (former NAPE HS employees) as of October 18, 2008 have been assigned to this list as follows:

**(a) Former NAPE employees hired before 1987.**

These employees will be inserted into the list based on their seniority hours as of the end of December 1986.

In cases where two or more employees have the same seniority hours, the ties are to be broken using the Social Insurance Number with the lower Social Insurance Number being given preference.

**(b) Former NAPE Permanent employees hired after 1986 but before October 18, 2008.**

These employees will be inserted into the list based on their date of hire.

(i) In cases where one or more NAPE members were hired on the same day, the ties will be broken by using the NAPE seniority hours as of October 18, 2008 with the greater seniority hours being given preference. In cases where the seniority hours were the same, the ties will be broken using the Social Insurance Number with the lower Social Insurance Number being given preference.

(ii) In cases where both NAPE and CUPE (from the original CUPE list) employees were hired on the same day, the ties will be broken using Social Insurance Number with the lower Social Insurance Number being given preference.

**(c) Former NAPE Temporary employees hired after 1986 but before October 18, 2008.**

These employees will be inserted into the list based on their date of hire.

- i) In cases where one or more NAPE members were hired on the same day, the ties will be broken by using the Social Insurance Number with the lower Social Insurance Number being given preference.
- (ii) In cases where both NAPE and CUPE (from the original CUPE list) employees were hired on the same day, the ties will be broken using Social Insurance Number with the lower Social Insurance Number being given preference.

**(d) For all employees hired after October 17, 2008.**

These employees were assigned a number based on their date of hire. In cases where employees were hired on the same day, the ties will be broken using the Social Insurance Number with the lower Social Insurance Number being given preference.

**(e) No Retroactive Adjustment**

The parties agree that there will be no retroactive adjustment to the filling of posted positions, the recall of temporary employees or any other matter which is based on the utilization of seniority as a result of the reallocation of seniority numbers as outlined in this agreement.

**APPENDIX C**

## **SENIORITY NUMBER – RECALL OF TEMPORARY EMPLOYEES**

### **Temporary Recall Number**

Seniority numbers for the recall of temporary employees will be allocated based on the following:

#### **Temporary Employees Hired Before October 18, 2008**

Employees in each geographic area outlined in Appendix A will be assigned a seniority number based on the first day of work into the specific departmental group **in that geographic area** (i.e. Nursing - Group A; Dietary Housekeeping Laundry and Maintenance - Group B; and All Other Departments - Group C).

In cases where employees started work in a particular group on the same day, the ties will be broken as follows:

1. If **all** temporary employees hired on the same day are former NAPE employees the ties will be broken using Social Insurance Number with the lower Social Insurance Number being given preference.
2. If temporary employees hired on the same day are a combination of both NAPE and CUPE (from the original CUPE list) employees, the ties will be broken using Social Insurance Number with the lower Social Insurance Number being given preference.

#### **Temporary Employees Hired After October 17, 2008**

Employees in each geographic area outlined in Appendix A will be assigned a seniority number based on the first day of work into the specific departmental group **in that geographic area** (i.e. Nursing - Group A; Dietary Housekeeping Laundry and Maintenance - Group B; and All Other Departments - Group C).

In cases where employees started work in a particular group on the same day, the ties will be broken using Social Insurance Number with the lower Social Insurance Number being given preference.

### **Limiting Recall Areas**

Temporary employees are only permitted to be recalled in one Recall Area as outlined in Appendix A at any one time. Employees may only transfer between Recall Areas by applying for temporary or relief positions when advertised.

**Seniority When Transferring Between Recall Areas (Temporary Employees)**

Temporary employees who transfer between Recall Areas through a competition process will be assigned a new seniority number in the new Recall Area based on their **original** Date of Hire.

**Composition of Seniority Number – Recall of Temporary Employees**

Seniority Numbers for the recall of temporary employees will be comprised of ten (10) Alpha/Numeric characters which will represent the following:

<b>Alpha/Numeric Characters</b>	<b>Explanation of Character Representation</b>
First Two	- Denotes the Area of Recall (Example - 04)
Next Character	- Decimal place to separate characters
Next Five	- Denotes the Recall Number (Example - 00405)
Next Character	- Decimal place to separate characters
Last Character	- Denotes the Group of Recall (Example - A)

***Example of Temporary Recall Number***

*04.00010.A Recall Area - 04; Seniority Number - 10; Nursing Group A*

**Allocation of Seniority Numbers for Temporary Employees**

The parties agree that Seniority Numbers for the recall of temporary employees for each Geographic Area will be assigned within 30 calendar days of the signing of this agreement. Once numbers are assigned they will be provided to Local Area Representatives for review and comments. Local Area Representatives will post Temporary Recall lists within their area. Employees will be directed to contact their local representatives with any questions or concerns. The Local Area Representatives will forward these questions/concerns to the Human Resources Department and in turn provide feedback to the employees.

Employees and/or Local Area Representatives will have 60 calendar days from the date of signing of this agreement to bring issues forward for resolution. After that date, the list in each area will be finalized for use.

**Use of Finalized Seniority Numbers – Recall of Temporary Employees**

Effective **March 1, 2011**, all Recall Areas will use the new lists for the purposes of Recall of Temporary Employees.

**Temporary Recall – All Areas**

Temporary employees within a particular Recall Area as identified in Appendix A at the date of signing of this agreement can exercise his/her option to expand his/her recall sites/locations within their assigned recall area at any time. However, once an employee expands his/her recall sites/locations within this area, they will be required to be available for all work for which they are qualified and **will not** have the option of reverting back to their original recall site/location (sites/locations).

New temporary employees hired into Recall Areas after the date of signing of this agreement will be required to be available for recall in all positions for which they are qualified in their assigned Recall Area.

**APPENDIX D**

5063  
IN THE MATTER OF

**Public Service Collective Bargaining Act**

- and

**Western Regional Integrated Health Authority**                      **Applicant**

- and -

**Newfoundland and Labrador Association  
Public and Private Employees**                      **First Respondent**

- and -

**Canadian Union of Public Employees,  
Local 488**                      **Second Respondent**

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

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

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

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

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

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

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

5063

**IN THE MATTER OF**

**Public Service Collective Bargaining Act**

- and -

**Western Regional Integrated Health Authority                      Applicant**

- and -

**Newfoundland and Labrador Association  
of Public and Private Employees                      First Respondent**

- and -

**Canadian Union of Public Employees,  
Local 488                      Second Respondent**

**WHEREAS** by Order dated 30 July, 2008, the Labour Relations Board ordered a representation vote to determine which bargaining agent will represent the members of the Health Services (HS) bargaining unit of Support Staff employees of Western Regional Integrated Health Authority, as set out in that order;

**AND WHEREAS** on 29 and 30 September & 1, 2 and 3 October, 2008, the Board conducted a vote and a majority of the employees in the bargaining unit who cast ballots selected Canadian Union of Public Employees as their bargaining agent;

**AND WHEREAS** the Board, in its Order of 30 July, 2008, set out the appropriate bargaining unit;

**NOW THEREFORE** it is hereby ordered by the Labour Relations Board that Canadian Union of Public Employees, Local 488 be and it is hereby declared to be the sole and exclusive bargaining agent for employees of Western Regional Integrated Health Authority in the Health Services (HS) bargaining unit as defined by the Board in its order of 30 July, 2008, which are those employees covered by the following collective agreements;

- (a) a Collective Agreement made among Newfoundland and Labrador Association of Public and Private Employees, Her Majesty the Queen in Right of Newfoundland and Labrador, represented by Treasury Board and Newfoundland and Labrador Health Boards Association in effect from 4 May 2004 to 31 March 2008; and including a Transition Agreement dated 10 September 1996 (the NAPE-HS Collective Agreement); and

(b) a Collective Agreement made among Canadian Union of Public Employees, Locals 488, 641, 879, 990, 1500, 1614 and 2574, Her Majesty the Queen in Right of Newfoundland, represented by Treasury Board and Newfoundland and Labrador Health Boards Association in effect from 4 May 2004 to 31 March 2008; and including a Transition Agreement dated 10 September 1996 and an amended Transition Agreement dated 18 April 1997 (the CUPE-HS Collective Agreement)

THE official seal of the Board was hereto affixed and attested to by the Chief Executive Officer of the Board at the City of St. John's in the Province of Newfoundland and Labrador this 16<sup>th</sup> day of October, 2008



**SCHEDULE G**

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

**AGE (YEARS)**

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

October 4, 2018

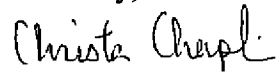
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**Re: Escort Duty**

It is agreed and understood that those employees who, through established practice and policy, currently enjoy escort duty benefits greater than those specified in Article 24.08 shall continue to do so for the term of this Agreement.

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

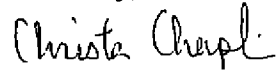
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**Re: Summer Scheduling**

It is agreed and understood that those employees who, through established practice and policy, currently enjoy reduced hours of work under summer scheduling, shall continue to do so for the term of this Agreement.

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

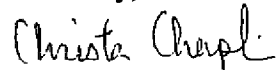
Dear Ms. Ryan:

**Re: Parking Facilities**

This will confirm our understanding that at the present time, the Employer has no intention of making any changes to the parking situation.

Trusting this is satisfactory.

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

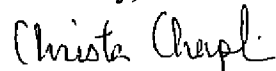
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**Re: Day Care Centres**

This will confirm our agreement that the parties during the term of the current Agreement may discuss the possibility and feasibility of establishing day care centres for children of employees of this bargaining unit. These discussions will take place during regular Labour Management meetings.

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

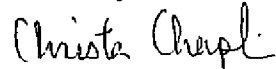
Dear Ms. Ryan:

**Re: Scheduling**

This will confirm the understanding reached in negotiations regarding clause 17.02, 17.03(a), 17.05, 17.06, 18.10, 19.02, 19.03 and definition of week.

Because of the recognized problem of including a detailed schedule in the Collective Agreement which will be acceptable to the Employer and the employees in large and small institutions we have agreed to permit each Employer and the recognized local union with that Employer, to have discussions on a mutually acceptable schedule. If a mutually acceptable schedule cannot be determined, it is also agreed and understood that the existing work scheduling procedure will remain in effect during the life of this Agreement.

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

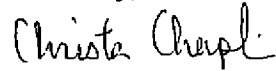
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**Re: Pagers**

This will confirm our understanding that the current practice, as it applies to employees covered by this Agreement with respect to pagers will be maintained during the terms of this Agreement unless otherwise mutually agreed.

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

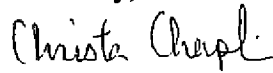
**Re: Sick Leave Control Policy**

This will confirm our understanding that the Employer and the union shall meet during the term of the Agreement to discuss, where necessary, at the request of either party, sick leave policies. Such meetings shall take place as soon as it is reasonably possible and the parties shall make an earnest effort to resolve any difficulties regarding the sick leave policies, in a mutually acceptable manner and to decide whether or not joint sick leave committees are necessary. Notwithstanding the Employer's rights to implement such sick leave policies that do not violate the collective agreement, the union may grieve and arbitrate any differences arising from these meetings.

Before the Employer implements any changes to existing sick leave policies or introduces a new sick leave policy, the Employer will discuss such changes or policies with the union. Notwithstanding the Employer's right to implement such changes or new policies that do not violate the collective agreement, the union may grieve and arbitrate any differences arising from these meetings.

Before an employee is terminated for excessive use of sick leave, a representative of CUPE and the Employer will meet with the employee to discuss alternatives to the employee being terminated or pensioned.

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

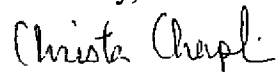
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**Re: Promotions and Staff Changes**

This is to confirm the understanding reached during negotiations with respect to Article 15 that the parties agree to discuss the utilization of temporary employees in an effort to determine whether any positions may be posted as permanent positions. These discussions shall take place at the local level with the Regional Union Representative and shall occur within six (6) months of the signing of the Agreement.

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

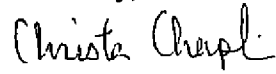
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**Re: Scope of Practice**

The Employer supports all health professionals, including Licensed Practical Nurses working within their scope of practice.

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

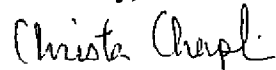
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**Re: Death of an Employee**

It is the position of the Employer that the present Group Life and Extended Health Benefits Plan, Clause 25, will pay the total costs and expenses involved in the return of the remains of an employee who dies while away from home on the Employer's business. In the event the Group Life and Extended Health Benefits Plan does not cover the total costs, the Employer agrees to pay the difference. The remains shall be returned to the place of residence.

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

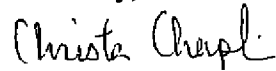
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**Re: Exposure to Infectious/Contagious Disease**

Where an Employer becomes aware that an employee has been or may have been exposed to an infectious or contagious disease in the performance of their duties, the Employer will immediately inform the employee of the potential risk, and of the appropriate protocol to deal with the risk. Costs associated with the initial protocol shall be compensated by the Employer.

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

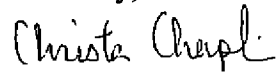
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

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

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

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

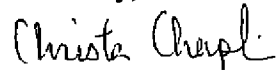
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**Re: Market Adjustment**

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

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

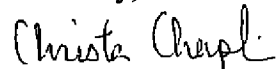
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**Re: Grievance process**

In an effort to reduce the number of grievances, Western Regional Health Authority and CUPE agree to meet within three (3) months of the date of signing of this collective agreement to discuss the implementation of an early intervention process.

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

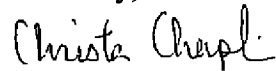
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**Re: Clause 11.03 - Shop Stewards**

This is to confirm the understanding reached during negotiation that, subject to 11.03 of the collective agreement, the Union shall endeavour to the equitable distribution of shop stewards among classifications and departments.

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

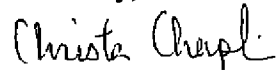
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**Re: Information Request Form**

The Employer agrees to provide existing CUPE employees, on a one time basis, with a form requesting information such as the employee's complete address and phone number to be sent directly to CUPE by the employee. In addition, the Employer agrees to provide this same form to new employees hired into the CUPE bargaining unit on a go forward basis (form attached).

Sincerely,



Christa Chaplin  
Chief Negotiator



**Employee Name:** \_\_\_\_\_

**Employee Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Employee Telephone No:** \_\_\_\_\_

**Employee E-mail:** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

October 4, 2018

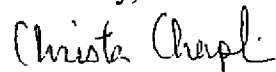
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**Re: Critical life threatening illness – Temporary Employees**

The Employer agrees that temporary employees who are unable to work due to a critical life threatening illness, as confirmed through acceptable medical documentation, and who are under the medical care of a physician as a direct result, may be granted, at the discretion of the employer, access to accumulated sick leave benefits for any shifts for which they would have been recalled.

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

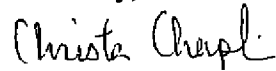
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**Re: Clause 20.07 Christmas and New Year's Leave**

This is to confirm the understanding reached during negotiations with respect to clause 20.07 that if an employee is scheduled to work on New Year's day, they shall not be scheduled to work on Christmas day and the employer will endeavour to not schedule them to work on boxing day of the same year, subject to operational requirements.

Sincerely,



Christa Chaplin  
Chief Negotiator

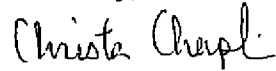
October 4, 2018

Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

This is to confirm the understanding reached during negotiations whereby it is agreed that representatives of the Union and Western Health will meet within six months of the signing of the collective agreement in an effort to identify and remedy specific situations within Western Health where employees are being assigned in-charge and/or leadership duties outside the scope of their work. Potential remedies could include, but are not limited to, an alteration of duties and/or additional monetary compensation if deemed appropriate.

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

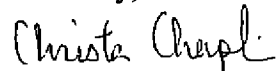
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**Re: Check-off Of Union Dues**

This is to confirm the understanding reached during negotiations with respect to Clause 6.02 that the Employer will provide to the Union a list of names of its members along with each employee's mailing address, telephone number and classification in an electronic format once a calendar year and no later than June 30<sup>th</sup> of each year.

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

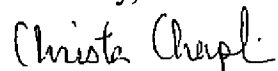
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**Re: Normal Overtime Rate**

This is to confirm the understanding reached during negotiations with respect to Clause 18.02 that the parties agree to meet, at the local level, where necessary, to discuss the method of mandating employees to work.

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

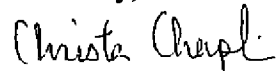
Dear Ms. Ryan:

**Re: Sick Leave**

The parties agree to the establishment of a committee composed of an equal number of union and Government representatives (to a maximum of 8 committee members in total) to explore sick leave utilization of the unionized workforce throughout the public service of Newfoundland Labrador and to make non-binding recommendations to CUPE and Government.

The terms of reference for the committee shall be determined prior to the commencement of their meetings.

Sincerely,



Christa Chaplin  
Chief Negotiator

April 1, 2020

Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**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 CUPE 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 CUPE collective agreements:

CUPE Government House  
CUPE Group Homes/Transition Houses  
CUPE HS  
CUPE Newfoundland & Labrador Housing Corporation  
CUPE Provincial Information and Library Resources Board  
CUPE Master Collective Agreement (English School District)  
CUPE English School District

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. New 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 9(b) 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.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lisa Curran".

Lisa Curran  
Chief Negotiator

October 4, 2018

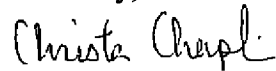
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**Re: JES Appeal Procedure**

The JES Appeal Procedure currently being developed will form part of the CUPE Collective Agreements but will not be subject to the grievance/arbitration provisions of the collective agreements.

Sincerely,



Christa Chaplin  
Chief Negotiator

October 4, 2018

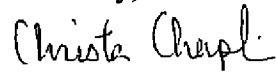
Ms. Donna Ryan  
National Representative  
CUPE Offices  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**Re: Licensed Practical Nurses (LPN) Role**

The parties agree that upon signing of the Collective Agreement, they will meet with the union to discuss the continued evolution of the LPN role as it pertains to taking on a lead or in-charge role within their health care facilities.

Sincerely,



Christa Chaplin  
Chief Negotiator

August 1, 2023

Ms. Donna Ryan  
National Representative  
CUPE Office  
Suite 102, 15 International Place  
St. John's, NL A1A 0L4

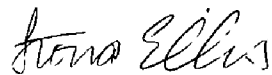
Dear Ms. Ryan:

**\*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,



Fiona Ellis  
Director of Collective Bargaining

August 1, 2023

Ms. Donna Ryan  
National Representative  
CUPE Office  
Suite 102, 15 International Place  
St. John's, NL A1A 0L4

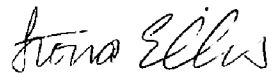
Dear Ms. Ryan:

**\*Re: Article 1 -Preamble**

This will confirm that presently there are existing shifts that begin at alternate times other than that prescribed in clause 1.02 (p).

Any new shifts outside of those that are provided for in the collective agreement are to be established by mutual agreement of the Union and the Employer.

Sincerely,



Fiona Ellis  
Director of Collective Bargaining

August 1, 2023

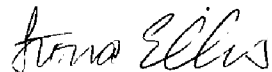
Ms. Donna Ryan  
National Representative  
CUPE Office  
Suite 102, 15 International Place  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**\*Re: Job Evaluation System (JES)**

In an effort to explore opportunities to improve upon the Job Evaluation System, the parties shall form a JES Committee comprised of equal representatives of CUPE and Government officials, within one hundred and twenty (120) days of contract signing.

Sincerely,



Fiona Ellis  
Director of Collective Bargaining

August 1, 2023

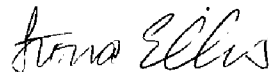
Ms. Donna Ryan  
National Representative  
CUPE Office  
Suite 102, 15 International Place  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**\*Re: Other Post-Employment Benefits**

The Employer has identified challenges with respect to the funding of Other Post-Employment Benefits (OPEBs) and the potential sustainability of the Group Insurance Plan. CUPE 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 discuss possible solutions to these challenges.

Sincerely,



Fiona Ellis  
Director of Collective Bargaining

August 1, 2023

Ms. Donna Ryan  
National Representative  
CUPE Office  
Suite 102, 15 International Place  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

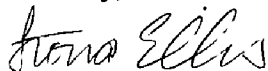
**\*Re: Remote Work**

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 their respective employers represented by CUPE.

Within six (6) months of signing the Collective Agreement, the Government and/or Employer(s) will complete a review of current E-work arrangements 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, employee health and safety (including ergonomics), 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,



Fiona Ellis  
Director of Collective Bargaining

August 1, 2023

Ms. Donna Ryan  
National Representative  
CUPE Office  
Suite 102, 15 International Place  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**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 the maximum of their regular bi-weekly hours. 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).

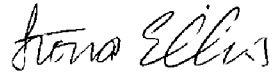
Employees will not be required to provide medical documentation for this period of hours, unless there is sufficient reason on the part of the Employer to request such documentation. All other absences require employees to utilize their leave entitlements until they return to work.

- 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,



Fiona Ellis  
Director of Collective Bargaining

August 1, 2023

Ms. Donna Ryan  
National Representative  
CUPE Office  
Suite 102, 15 International Place  
St. John's, NL A1A 0L4

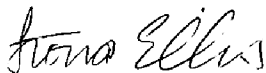
Dear Ms. Ryan:

**\*Re: Workplace Violence**

The Parties recognized the following as it relates to Workplace Violence:

- a. The Employer and the Union recognize the right of employees to work in an environment free from workplace violence. The parties shall undertake to expediently investigate alleged occurrences. If workplace violence against a bargaining unit member has taken place, the Employer shall take appropriate and reasonable action to address instances of workplace violence.
- b. We further agree that within six (6) months of signing the agreement, the Employer(s) and the Union agree to establish a committee comprised of an equal number of representatives to discuss workplace violence, including but not limited to legislative requirements, violence risk assessment plans, workplace violence prevention plans and appropriate employee/employer training.

Sincerely,



Fiona Ellis  
Director of Collective Bargaining

August 1, 2023

Ms. Donna Ryan  
National Representative  
CUPE Office  
Suite 102, 15 International Place  
St. John's, NL A1A 0L4

Dear Ms. Ryan:

**\*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).

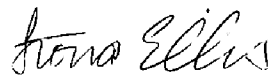
Where the specific date(s) of cultural or religious significance are not yet confirmed on or before November 15 in the calendar year before the new designations take effect, the Employee will notify the Employer of the day(s) of significance and will provide date(s) as soon as they become available. The Employer will endeavor to accommodate such requests received after November 15 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, including work from home arrangements, to the employee on that day.
- (d) Where the employer has determined it is unable to provide meaningful work on that day, the Employer, the Employee, and a representative of the Union will meet as soon as possible to discuss alternate work arrangements. If no resolution is still possible, the employee may access banked overtime and other like paid banks, or in a last resort, vacation leave to cover the missed day of work.

Sincerely,



Fiona Ellis  
Director of Collective Bargaining

## MEMORANDUM OF UNDERSTANDING

### AGREEMENT ON PENSIONS

#### General

The purpose of this Memorandum of Agreement (MOA) is to amend the Memorandum of Understanding – 2004, Agreement on Pensions which is applicable to each of the collective agreements listed in Schedule “A”.

The Memorandum of Understanding – 2004, Agreement on Pensions shall be amended as follows:

The Parties agree to the following:

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

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

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

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

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

2. Government will pay \$982 Million into the Public Service Pension Plan (PSPP), with \$400 Million being paid on March 15, 2007 and the remaining balance of \$582 Million will be paid by June 30, 2007.
3. This Memorandum of Agreement will not take effect unless all participants, the Canadian Union of Public Employees, the Newfoundland and Labrador Association of Public and Private Employees, the Newfoundland and Labrador Nurses' Union, the Association of Allied Health Professionals, the Canadian Merchant Service Guild, the International Brotherhood of Electrical Workers, and Her Majesty the Queen in Right of Newfoundland (represented by the Treasury Board) agree to its terms.
4. It is agreed that the payment outlined in Clause 2 above is full settlement of Government's share of the unfunded liability of the PSPP as established on December 31, 2000 and outlined in section 2 of the Memorandum of Understanding – 2004, Agreement on Pensions and there shall be no further special payments.

5. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship by April 1, 2008.

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

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

## **MEMORANDUM OF UNDERSTANDING**

### **CLASSIFICATION PLAN**

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

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

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

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

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

## **MEMORANDUM OF UNDERSTANDING - 2004**

### **HEALTH INSURANCE**

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

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

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

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

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

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

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

#### Group Insurance Committee Membership

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

**MEMORANDUM OF UNDERSTANDING - 2001**

**OCCUPATIONAL REVIEWS**

Treasury Board agrees to conduct occupational reviews for the classifications outlined on Appendix "A". It is acknowledged by both parties that the conduct of these reviews may or may not result in a change in classification level(s).

The parties further agree that requests for review from any other classifications not listed on Appendix "A" will be considered only where there is mutual agreement between the parties that such a review is warranted.

**MEMORANDUM OF UNDERSTANDING - 2001**

**OCCUPATIONAL REVIEWS**

**APPENDIX "A" - CUPE**

The following classifications will be reviewed in 2001 with an effective date of April 1, 2001 for any changes which may result:

1. Electronic Controls Repairer\*
2. Cook II\*
3. Utility Workers I/II's (HS only)

\* To be completed no later than December 15, 2001.

The following classifications will be reviewed in 2002 with an effective date of April 1, 2002 for any changes which may result:

1. Personal Care Attendant
2. Medical Services Aides
3. Medical Records Technician

The parties acknowledge that the CUPE trades study is under consideration and a response from Treasury Board Secretariat to the meeting of May 15, 2001 will be forthcoming.

## **MEMORANDUM OF UNDERSTANDING**

### **OCCUPATIONAL REVIEW**

In order to address a new scope of practice for Licensed Practical Nurses (LPN's) and other related classes, it is agreed that government will undertake an occupational review of the attached list of classes prior to the implementation of the new Job Evaluation System for Bargaining Unit Employees.

Any wage adjustments necessary as a result of this occupational review will be effective on April 1, 2013.

The classes included in this occupational review are as follows:

Licensed Practical Nurse I and II  
Psychiatric Licensed Practical Nurse I, II and III  
Operating Room Technician  
Occupational Therapy Support Worker  
Physiotherapy Support Worker  
Psychiatric Therapy Aide  
Paramedic I and II  
Mental Health Crisis Intervenor  
Orthopaedic Technician  
Orthopaedic Technologist  
Respiratory Technician  
Urology Technician I and II

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

Notwithstanding any article or provision of the Collective Agreement, and for the duration of the collective agreement, where the Government of Newfoundland Labrador is building a new structure to expand on an existing service, or replacing or expanding an existing structure, through the utilization of the Public Private Partnership (P3) Model, and the Canadian Union of Public Employees (CUPE) 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.

## **MEMORANDUM OF UNDERSTANDING**

### **REVIEW OF TEMPORARY POSITIONS**

The Employers agree to undertake a review of positions currently filled on a temporary basis where no permanent employee retains rights to the position. Western Health Authority and CUPE sites in Eastern Regional Health Authority shall undertake the review within **six (6) months** of signing of the Collective Agreement. The review will identify the commencement date of each temporary position. Where it is determined that the position has been filled for twenty-four (24) continuous months by a single or multiple employee(s), the position will be posted as a permanent position as per the applicable language of the Collective Agreement.

The parties further agree that another review of temporary positions will be undertaken within twelve (12) months of the conclusion of the above noted initial review.

The Union will be provided, within sixty (60) days of signing, a listing of all existing temporary positions and the date of commencement of each position.

Should it be necessary, the parties may agree to extend any time lines within this Agreement, however, unreasonable extensions will not be considered.

To ensure the Union is able to carry out its mandate under this MOU, the Employer will provide the Union with pertinent information relating to identified temporary positions.