



USHERS'
COLLECTIVE AGREEMENT

BETWEEN

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

AND

THE NEWFOUNDLAND ASSOCIATION OF
PUBLIC AND PRIVATE EMPLOYEES

SIGNED: April 15, 2009

EXPIRES: August 31, 2012

This is not the official version.

THIS AGREEMENT made this day of , Anno Domini Two Thousand and nine.

BETWEEN

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

of the one part;

AND

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

of the other part;

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

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ARTICLE 1**PURPOSE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union and to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02 In the event that any future legislation renders null and void any provision of this Agreement, the remaining provisions shall remain in effect during the term of this Agreement.
- 1.03 In the event that there is a conflict between the content of this Agreement and any regulation or policy made by the Employer, this Agreement shall take precedence over the said regulation or policy.
- 1.04 The Employer will give the Union 45 days notice before any amendment, repeal or revision of the Public Service Collective Bargaining Act, which would affect the terms and conditions of employment of employees covered by this Agreement, is introduced.
- 1.05 The Employer agrees that there will be no discrimination or coercion exercised or practiced by it with respect to any employee by reason of age, race, color, sex, marital status, political or religious affiliation, physical handicap or by reason of his membership in the Union.
- 1.06 (a) The Employer and the Union agree that there will be no discrimination or coercion exercised or practised by it with respect to any employee by reason of age, colour, sex, sexual orientation, marital status, political or religious affiliation, physical or mental disability, or by reason of his/her membership in the Union.
- (b) The Employer and the Union recognize the right of all employees in the Public Service to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer and the Union agree to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined. The Employer and the Union agree that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint.

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

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

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

- (c) Complaints under this Clause will be dealt with by the Employer, the Union and the employees included with all possible confidentiality.

ARTICLE 2

DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "bargaining unit" means the bargaining unit recognized in accordance with Article 3.
- (b) "day" means a working day unless otherwise stipulated in the Agreement.
- (c) "employee" or "employees" where used, is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit.
- (d) "Employer" means Her Majesty in Right of the Province of Newfoundland as represented by the Treasury Board.
- (e) "gender" - wherever the masculine is used in this Agreement, it shall refer equally to the feminine.
- (f) "grievance" means a dispute arising out of the interpretation, application, administration, or alleged violation of the terms of this Agreement.

- (g) "lay-off" means a temporary cessation of employment due to lack of work or abolition of a post.
- (h) "leave of absence" means absence from duty with the permission of the permanent head.
- (i) "notice" means notice in writing which is hand delivered or delivered by registered mail
- (j) "permanent head" means the Deputy Minister of Tourism, Culture and Recreation or any official authorized by him to act on his behalf.
- (k) "probationary employee" means a person who is employed but who has worked less than the prescribed probationary period.
- (l) "probationary period" means the period from date of original employment until December 31st, for employees who are hired in September or the period from original date of hire to June 30, for employees hired in January. In cases where hiring occurs in a month other than September or January, the probationary period means a period of six months from the date of employment.
- (m) "service" means any period of employment, excluding overtime, either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year unless otherwise specified in this Agreement.
- (n) "Union" means the Newfoundland and Labrador Association of Public and Private Employees with headquarters in St. John's, Newfoundland and Labrador.
- (o) "year" means the period extending from the first day of September in one year to the thirty-first day of August in the succeeding year.
- (p) "week" means a period of seven (7) consecutive calendar days beginning at 0001 hours Sunday morning and ending at 2400 hours on the following Saturday night.
- (q) "region" means the actual city/town where an employee is stationed or required to use as his or her base of operations on a permanent basis (For Example: St. John's is a region; Gander is a region; Stephenville is a region; Corner Brook is a region).

ARTICLE 3**RECOGNITION**

- 3.01 The Employer recognizes the union as the sole and exclusive bargaining agent for employees of the Department of Tourism, Culture and Recreation employed as Ushers at the Arts and Culture Centre, St. John's, the Arts and Culture Centre, Gander, the Arts and Culture Centre, Stephenville and the Arts and Culture Centre, Corner Brook.
- 3.02 When new classifications are developed, the following procedures shall apply:
- (a) The Employer will immediately notify the Union, in writing, as to whether such classifications should be included in or excluded from the bargaining unit and provide reasons for its exclusions.
 - (b) The Union, after consultation on the Employer's position, will respond in writing, outlining reasons for its rejection of the exclusions within ten (10) working days of receipt of the above notification.
 - (c) Should the parties be unable to agree upon the exclusion of any specific classification, the matter will be immediately referred to the Labour Relations Board for adjudication.
- 3.03 Management and excluded personnel shall not work on any jobs which are included in the bargaining unit except for the purpose of instructing, experimenting, reviewing an employee's performance, in the case of emergencies, when regular employees are not available, or where the performance of bargaining unit work usually forms part of the duties of a non-bargaining unit position. With regard to the creation of new classifications, the Employer agrees that new classifications which are excluded from the bargaining unit will not include a major component of bargaining unit work.

ARTICLE 4**MANAGEMENT RIGHTS**

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

ARTICLE 5

EMPLOYEE RIGHTS

- 5.01 Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to his permanent head.

ARTICLE 6

UNION SECURITY

- 6.01 All employees who are members of the Union at the time of signing of this Agreement shall remain members during the term of this Agreement, provided they continue to occupy a bargaining unit position.
- 6.02 All employees hired after the signing of this Agreement, other than contractual employees, shall immediately become and remain members of the Union, provided they continue to occupy a bargaining unit position.
- 6.03 An employee, upon employment to the public service, shall be provided with information concerning:
- (a) duties and responsibilities;
 - (b) starting salary and position title; and
 - (c) terms and conditions of employment.
- 6.04 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.

ARTICLE 7**CHECKOFF**

- 7.01 The Employer shall deduct from the wages of all employees within the bargaining unit the amount of the membership dues and forward same bi-weekly to the Union accompanied by a list of employees showing the contribution of each.
- 7.02 The Employer will supply the following information bi-weekly:
- (a) Two (2) copies of alphabetical listing of all employees whose classifications are in the bargaining unit showing:
 - (i) employee's name;
 - (ii) S.I.N.;
 - (iii) subhead number;
 - (iv) salary;
 - (v) status code;
 - (vi) deduction for period; and
 - (vii) year to date total.
 - (b) An "any sort" printout of information contained in (a) upon request to the Department of Finance. All costs associated with such printouts shall be borne by the Union.
 - (c) Listing of additions and deletions for period.
 - (d) Listing of changes made since last period listing.
- 7.03 The Union shall inform the Employer of any change in the membership dues, and such changes shall be implemented within two (2) calendar months of receipt of the notification.
- 7.04 The Employer agrees to record the amount of membership dues paid by an employee to the Union on his T-4 Statement.

ARTICLE 8**GRIEVANCE PROCEDURE**

- 8.01 Subject to Clauses 8.03 and 8.07, grievances shall be processed in the following manner:

Step 1

With the exception of dismissal due to unsuitability or incompetence, as assessed by the Employer, of a probationary employee and subject to clauses 8.03 and 8.07, an employee who alleges that he/she has a grievance, shall first present the matter to the Arts and Culture Centre Manager through the Shop Steward within five (5) days of the occurrence or discovery of the incident giving rise to the grievance and an earnest effort shall be made to settle the grievance at this level.

Step 2

If the employee fails to receive a satisfactory answer to his grievance within five (5) days after the filing of the grievance at Step 1, he may, within a further five (5) days submit his grievance in writing to the permanent head who, for the purpose of investigating the grievance, shall form a committee consisting of four (4) persons, comprising an equal number of Employer and Union representatives. The Union shall appoint its two (2) representatives to the committee. One of the Employer's representatives shall chair the meeting(s). The committee shall be entitled to interview such persons as it deems necessary for the investigation of the grievance and shall give its decision in writing to the grievor within ten (10) days of receipt of the grievance. The committee's report shall consist of the joint decision of the committee where the committee members agree to a solution. If the matter is not mutually resolved by the committee, then the Employer's representative will send their position, along with a brief summary of the committee's deliberations, to the grievor, with a copy being sent to the Union.

- 8.02 If the grievance is still not satisfactorily settled by the foregoing procedure, or if it is of the type referred to in Clause 8.03, either party to this Agreement may submit the grievance to arbitration in accordance with Article 9.

- 8.03 In the case of dismissals and suspensions pending dismissal, the grievance may be submitted in the first instance at Step 2 of the Clause 8.01.

- 8.04 With the exception of Step 1, replies to grievances at all other Steps of the Grievance Procedure will be in writing and dated receipts of grievances will be given.

- 8.05 A full time representative of the Union may be called in by the employee(s) at any Step of the Grievance Procedure. The grievor may be present during all Steps of the Grievance Procedure.
- 8.06 (a) The time limits specified in this Article may be extended, in writing, by mutual agreement of the parties.
- (b) An Arbitrator or Arbitration Board may extend the time limits of any step in the grievance procedure, notwithstanding the expiration of such time limits, where the Arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.
- 8.07 Employees shall have the right to grieve against suspensions and alleged unfair treatment on promotion or transfer and such grievances may be submitted in the first instance at Step 2 of Clause 8.01.
- 8.08 The settlement of a grievance without reference to arbitration shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, unless the settlement states otherwise.
- 8.09 (a) Policy Grievance
- Where a dispute arises involving a question of general application or interpretation of the Agreement, the Union may initiate a grievance and the parties may mutually agree to by-pass Steps 1 and 2 of this Article.
- (b) Union May Initiate Grievances
- The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.
- (c) Where the Union has a grievance involving a question of general application or interpretation of the Agreement, or where a group of employees has a grievance, the grievance may in the first instance be submitted at Step 2 of Clause 8.01.

8.10 An employee who is a member of the grievance committee referred to under Step 2 of Clause 8.01 and/or the grievor, shall not suffer any loss in pay for any time lost in processing complaints or attending grievance meetings. However, such an employee shall not leave his regular duties for the purpose of conducting business on behalf of the Union or to discuss any business in respect of grievances without first obtaining permission from his immediate supervisor when returning to duty.

8.11 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 inadvertent omission of a step in the grievance procedure.

8.12 Where an employee grieves against a suspension which is subsequently changed to dismissal, then any Arbitration Board appointed to deal with the grievance shall have the jurisdiction to deal with the merits of the suspension or dismissal.

ARTICLE 9

ARBITRATION

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

Grievances that are not referred to arbitration within fourteen (14) calendar days of exhausting the grievance procedure will be considered withdrawn.

9.02 The party to whom notice is given under Clause 9.01 shall, within ten (10) calendar days after receipt of such notice, appoint an arbitrator and notify the other party of the name of the arbitrator.

9.03 The two (2) arbitrators appointed in accordance with Clauses 9.01 and 9.02 shall, within fourteen (14) calendar days after the appointment of the second of them, appoint a third arbitrator and these three (3) arbitrators shall constitute an arbitration board. The arbitrator appointed under this Clause shall be the Chairperson of the arbitration board.

- 9.04 If,
- (i) the party to whom notice is given under Clause 9.01 fails to appoint an arbitrator within the period specified in Clause 9.02, the Chairman of the Labour Relations Board shall, on the request of either party, appoint an arbitrator on behalf of the party who failed to make the appointment and such arbitrator shall be deemed to be appointed by that party; or
 - (ii) the two (2) arbitrators appointed by the parties under Clauses 9.01 and 9.02 fail to appoint a third arbitrator within the periods specified in Clause 9.03, the Chairman of the Labour Relations Board shall, on the request of either party, appoint a third arbitrator and these three (3) arbitrators shall constitute an arbitration board. The arbitrator appointed under this paragraph (ii) shall be chairman of the arbitration board.
- 9.05 Both parties to a grievance shall be afforded the opportunity of presenting evidence and argument thereon and may employ counsel or any other person for this purpose.
- 9.06 If a party fails to attend or be represented without good cause at an arbitration hearing, the arbitration board may proceed as if the party had been present or represented.
- 9.07 The arbitration board shall render its decision on the grievance within fifteen (15) days of the date on which the board is fully constituted and the decision of the board shall be committed to writing and submitted to the parties concerned within a further ten (10) days.
- 9.08 The decision of the majority of the members of an arbitration board shall be the decision of the board and if there is no majority decision, the decision of the Chairman shall be the decision of the board. The decision of the arbitration board shall be signed by the member(s) of the Board making the report.
- 9.09 The parties and the employees bound by this Agreement shall comply with these provisions for final settlement of a grievance and they shall comply with the decisions of an arbitration board appointed in accordance with these provisions and do or, as the case may be, abstain from doing anything required by that decision.
- 9.10 Each party required by this Agreement to appoint an arbitrator shall pay the remuneration and expenses of that arbitrator deemed to have been appointed by that party under Clause 9.04 and the parties shall pay equally the remuneration and expenses of the chairperson of the arbitration board.
- 9.11 The time limits set out in this Article may be extended at any time by mutual agreement of both parties to the arbitration.

- 9.12 At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witness.
- 9.13 An aggrieved employee who is not on suspension and who has not been dismissed, and is required to appear before an arbitration board shall not suffer any loss in pay while participating in the arbitration proceedings.
- 9.14 An arbitration board may not alter, modify or amend any provisions to this Agreement but shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.
- 9.15 Notwithstanding any other provisions of this Article, the parties may mutually agree to the substitution of a single arbitrator for an arbitration board, in which event, the foregoing provisions of this Article shall apply equally to a single arbitrator when reference is made to an arbitration board.

ARTICLE 10

HOURS OF WORK

- 10.01 The Employer will distribute the available hours of work within each region as evenly as possible among all employees, commencing with the most senior employee and continuing on a rotational basis throughout each schedule. For additional performances booked after a schedule has been posted, first opportunity will be given to the senior employees.
- 10.02 (a) Each employee shall be entitled to a rest period of fifteen (15) minutes when the shift is less than five hours.
- (b) Each employee who works five (5) hours or more shall be entitled to an unpaid meal break of sixty (60) minutes.
- (c) Employees who work an seven (7) hour shift shall be entitled to a fifteen (15) minute rest period in the first half and in the second half of the working day.
- (d) When employees are working in the a.m. and the p.m., or any split shift, they shall receive one clear hour for a lunch break and if not, they will be paid as follows for the time lost:
- | | |
|-------|-------------------------|
| 15-30 | thirty (30) minutes pay |
| 31-60 | sixty (60) minutes pay |

- 10.03 Provided sufficient advance notice is given and with the approval of the Permanent Head or his/her designate, employees may exchange shifts if there is no increase in cost to the Employer.
- 10.04 (a) The working schedule shall be posted a minimum of one week in advance.
- (b) If the Employer fails to give at least forty-eight (48) hours public notice of a cancellation of a scheduled performance, the employees scheduled to work the cancelled performance will receive three (3) hours pay.

ARTICLE 11

OVERTIME

- 11.01 All overtime shall be authorized and scheduled by the Permanent Head or his designated representative.
- 11.02 Employees who are required to work in excess of seven (7) hours per day or thirty-five (35) hours per week shall be paid time and one-half (1½) for each hour worked in excess of these figures.
- 11.03 Every effort will be made to pay overtime no later than the second pay period from the pay period when the overtime was worked.

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11.04 Employees who are required to work on the following shall receive time and one-half (1½) for all hours worked:

- a) New Year's Day
- b) St. Patrick's Day
- c) Good Friday
- d) St. George's Day
- e) Commonwealth Day
- f) Discovery Day
- g) Memorial Day
- h) Orangeman's Day
- i) Labour Day
- j) Thanksgiving Day
- k) Armistice Day
- l) Christmas Day
- m) Boxing Day
- n) One (1) additional day in each year that, in the opinion of the permanent head, is recognized to be a civic holiday in the area in which the employee is employed. If no civic holiday is provided, the employee shall be granted an additional day at a time to be determined by the permanent head.

ARTICLE 12

TIME OFF FOR UNION BUSINESS

- 12.01 Upon written request by the Union to the Permanent Head and with the approval in writing of the Permanent Head, leave with pay to a maximum of 24 hours per year for Union business for the entire bargaining unit.
- 12.02 The Employer may grant, on written request, leave of absence without pay for a period of one (1) year, for an employee selected for a full time position with the Union without loss of accrued benefits. The period of leave of absence may be renewed upon request. Employees may not accrue any benefits, other than seniority, during such period of absence.

ARTICLE 13

BEREAVEMENT LEAVE

- 13.01 Subject to Clause 13.02, an employee shall be entitled to bereavement leave with pay as follows:
- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, or near relative living in the same household, three (3) consecutive calendar days; and
 - (b) In the case of his son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) calendar day.
- 13.02 If the death of a relative referred to in Clause 13.01(a) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) consecutive calendar days for the purpose of attending the funeral.
- 13.03 In cases where extraordinary circumstances prevail, the permanent head may, at his discretion, grant special leave for bereavement up to a maximum of two (2) consecutive calendar days in addition to that provided in Clauses 13.01 and 13.02.
- 13.04 For the purpose of this Article, spouse means an employees husband or wife, including a common-law or same sex partner with whom the employee has lived with for more than one (1) year.

ARTICLE 14

INJURY ON DUTY

- 14.01 (a) An employee who is unable to perform his duties because of a personal injury received in the performance of his duties shall report the matter to his supervisor and submit an account of the accident using the prescribed form as soon as possible.
- (b) An employee who is unable to perform his duties because of a personal injury received in the performance of his duties shall be placed on Injury on Duty leave with benefits in accordance with the Workplace Health, Safety and Compensation Act.

- *14.02 (a) Subject to 14.02 (b) in the event that the employee dies as a result of an injury received in the performance of his duties, his estate shall receive all death benefits that the employee would have received if he had been covered by the Workplace Health, Safety and Compensation Commission.
- (b) 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*.
- 14.03 In the event that an employee is placed on leave under the provisions of this Article, he will not accrue seniority during any period when he would normally be laid off.

ARTICLE 15

MATERNITY LEAVE/ADOPTION LEAVE/PARENTAL LEAVE

- 15.01 The commencement and termination dates of an employee's unpaid maternity leave shall be a matter of negotiation between the employee and the permanent head. The commencement date shall be determined as soon as possible after the employee is aware of her pregnancy with the employee's request not to be unreasonably denied. An employee is entitled to a maximum of fifty-two (52) weeks maternity leave under this Clause.
- 15.02 (a) The permanent head reserves the right to require an employee to commence maternity leave prior to the time specified in Clause 15.01 if the state of her health becomes incompatible with the requirements of her job.
- (b) An employee is entitled to a maximum of fifty-two (52) weeks leave under this Clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- (c) An employee may return to duty after giving his/her Permanent Head two (2) weeks notice of his/her intention to do so.
- (d) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.

- 15.03 (a) Periods of leave up to fifty-two (52) weeks shall count for seniority purposes, annual leave, sick leave, severance pay, and step progression.
- (b) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of fifty-two (52) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- 15.04 An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- 15.05 The Government will endeavour to provide child care services for its employees wherever possible.
- 15.06 While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through their Human Resource Division.

ARTICLE 16

SPECIAL LEAVE WITHOUT PAY

- 16.01 With the approval of the permanent head, special leave without pay may be granted in exceptional circumstances to an employee.
- 16.02 Subject to operational requirements and availability of qualified replacement staff, where required, the Employer will agree to make provisions in contracts for one (1) month of unpaid leave while granting service credits for seniority purposes, provided that the employee would not have been laid off during the period of unpaid leave. The month of unpaid leave does not necessarily have to be taken consecutively, but cannot be taken in increments of less than two (2) days at a time.

- 16.03 Upon written request, a permanent employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled to up to a maximum of twelve (12) months unpaid leave for each two (2) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid-off, for seniority purposes only. 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.
- 16.04 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.

ARTICLE 17

SALARIES

- 17.01 The salary scales set out in Schedule A will become effective from the dates prescribed in this Schedule and the salary adjustment formula set forth therein will be applied.
- 17.02 Employees shall be paid every two (2) weeks and the pay cheques will be accompanied by a statement containing the following information:
- (a) gross pay
 - (b) overtime
 - (c) special allowances
 - (d) miscellaneous deductions
 - (e) net pay

ARTICLE 18

SENIORITY

- 18.01 Seniority is defined as length of service with the Employer and shall include service with the Employer prior to the certification of the Union. Seniority shall be mutually exclusive relative to the separate regions and shall be calculated based on hours of work.
- 18.02 The following conditions shall result in loss of seniority for an employee:
- (a) he resigns or retires and is not re-employed within thirty (30) calendar days;
 - (b) he is dismissed and is not reinstated;
 - (c) he/she has been laid off in excess of twenty-four (24) months consecutive months;
 - (d) When recalled from layoff, in his/her classification and fails to report to work, unless sufficient reason is given by the employee.
- 18.03 The Employer shall maintain a seniority list. The list shall be posted by October 1st of each year and a copy sent to the Union.
- 18.04 Seniority may be accumulated during periods of paid and unpaid leave, provided the employee would not have been laid off during the period of unpaid leave.

ARTICLE 19

PERSONAL LOSS

- 19.01 Subject to Clause 19.02 and 19.03, where an employee in the performance of his duty, suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered, subject to a maximum of five hundred dollars (\$500).
- 19.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within two (2) days of the incident to the permanent head or his designated representative.

- 19.03 This provision shall only apply in respect of personal affects which the employee would reasonably have in his possession during the normal performance of his duty.

ARTICLE 20

TERMINATION OF EMPLOYMENT

- 20.01 Except in the case of dismissal for just cause, employees shall be given ten (10) calendar days' notice in writing, provided that they are not hired for a specified time period.
- 20.02 Employees shall give ten (10) calendar days written notice of intention to terminate employment.
- 20.03 The period of notice may be reduced or eliminated by mutual consent.

ARTICLE 21

SEVERANCE PAY

- 21.01 Commencing with service acquired after the signing of this Agreement, an employee who has nine (9) or more years of continuous service in the employ of the Employer, is entitled to be paid on resignation, retirement, termination by reason of disability, expiry of recall rights, or in the event of death, to the employee's estate, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his weekly salary to a maximum of twenty (20) weeks pay.
- 21.02 For the purpose of this Article, service shall be the actual hours of employment with the Employer, provided that where a break in employment exceeds twelve (12) consecutive months, service shall commence from re-employment. An employee will be considered to have one year of continuous service when he/she works 1820 hours.
- 21.03 An employee who has resigned or retired may be re-employed if he has been out of the public service for a period which is not less than the number of weeks for which he has received severance pay pursuant to Clause 21.01 above or if he refunds the appropriate proportionate part of such severance pay.

- 21.04 The maximum severance pay which an employee shall be paid for his total period of employment in the public service shall not exceed the number of weeks as specified in Clause 21.01.
- 21.05 For the purpose of this Article, periods of authorized leave without pay shall not be regarded as breaks in continuous service, but the period of leave without pay shall not be counted as service when determining the total amount of service of an employee. Nevertheless, periods of maternity, adoption and parental leave up to thirty-three (33) weeks shall count for severance pay.

ARTICLE 22

UNIFORMS

- 22.01 (a) The Employer shall provide Uniforms free of charge to the employees. These uniforms shall include a sweater. Items may be replaced at any time if deemed necessary by the Employer upon inspection.
- (b) These uniforms are not the personal property of the employee and may not be removed from the Employer's premises. The Employer shall launder the uniforms when required.

ARTICLE 23

PERSONAL FILES

- 23.01 There shall be one official personal file, the location of which shall be designated by the permanent head. An employee shall at any reasonable time, be allowed to inspect his personal file and may be accompanied by a representative of the Union if he so desires.
- 23.02 A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy.
- 23.03 Any such document shall be removed and disregarded after the expiration of two (2) years from the date it was placed in the employee's file provided there has not been a recurrence of a similar incident during that period. The employee shall be responsible to see that any such document is removed.

- 23.04 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to acknowledge receipt of the assessment form in question. When as a result of this assessment, the performance of an employee is judged to have been unsatisfactory, the employee may present a grievance in accordance with Article 8.

ARTICLE 24

DISCIPLINE

- 24.01 Any employee who is suspended or dismissed shall within five (5) days of such suspension or dismissal, be provided with written notification which shall state the reasons for the suspension or dismissal.
- 24.02 All dismissals, suspensions and other disciplinary action, shall be subject to formal grievance as outlined in Article 8, if the employee so desires.
- 24.03 The Employer shall notify an employee in writing of any dissatisfaction concerning his work within five (5) working days of the event of a complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his record for use against him at any time. This Clause shall apply in respect of any expression of dissatisfaction relating to his work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.
- 24.04 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have, at their request, a representative of the Union attend the meeting.
- 24.05 If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from his/her place of employment, it shall be with pay.

ARTICLE 25**ACCESS AND SHOP STEWARDS**

- 25.01 The Employer agrees that access to its premises may be allowed to persons permanently employed by the Union for the purpose of interviewing a Union member and such interview shall not interfere with the operations of the Employer.
- 25.02 Permission to hold meetings on the premises of the Employer shall, in each case, be obtained from the permanent head and such meetings shall not interfere with the operations of the Employer.
- 25.03 The Employer agrees to recognize the local President and one additional employee as the Shop Stewards appointed by the Union. The Union shall inform the Employer of the names of all Shop Stewards as soon as possible after their appointment.
- 25.04 The Shop Stewards shall not conduct Union business during working hours except in cases of emergency. Where time off is required by the Shop Steward during working hours, he shall request such time off from his immediate supervisor. Such time off for a Shop Steward shall not be unreasonably withheld.

ARTICLE 26**STRIKES AND LOCKOUTS**

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

ARTICLE 27**CONTRACTING OUT**

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

- 27.02 The Employer will discuss with the Union its intention to create contractual positions of the type covered by the bargaining unit.

ARTICLE 28

POLITICAL ACTIVITY

- 28.01 The current political activity policy of Government shall apply to employees of this bargaining unit.

ARTICLE 29

LABOUR MANAGEMENT COMMITTEE

- 29.01 The Employer agrees to meet with a Committee from the Ushers three (3) times a year to discuss labour management areas of concern.
- 29.02 Each Committee shall meet within two (2) weeks of a request from either side.
- 29.03 The purpose of the Labour Management Committee shall be to promote effective communication between management and the employees, and to this end, the terms of reference shall include such things as working conditions, local rules and regulations, efficiency and productivity.

ARTICLE 30

SAFETY AND HEALTH

- 30.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment.
- 30.02 Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer.
- 30.03 It is mutually agreed that the Employer, the Union and employees shall co-operate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.

- 30.04 To remove any uncertainty, it is agreed that Section 49(2) of the Occupational Health and Safety Act, 1978 shall apply to this collective agreement.

ARTICLE 31

AMENDMENT BY MUTUAL CONSENT

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

ARTICLE 32

DURATION

- *32.01 Except as otherwise provided, this Agreement shall be effective from the date of signing and shall remain in full force and effect until August 31, 2012.

32.02 **Agreement to Remain in Effect**

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

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

32.03 **Notice of Termination or Amendment**

Either party to this Agreement, may within the one hundred and twenty (120) calendar day period immediately prior to the expiration of this Agreement, issue notice to the other party of its desire to terminate or amend the Agreement. Following notice, the other party is required to enter into negotiations for a new Agreement within thirty (30) calendar days of receipt of notice.

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

SIGNED on behalf of Treasury Board representing Her Majesty the Queen in Right of Newfoundland by the Honourable Jerome Kennedy, President of Treasury Board, and the Honourable Clyde Jackman Minister of Tourism, Culture and Recreation, in the presence of the witness hereto subscribing:

Witness

Witness

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

Witness

This is not the official version.

SCHEDULES**Schedule A1
Salaries**

Effective September 1, 2008

Probationary Usher	US-01	\$8.95 Per Hour
Regular Usher	US-02	\$9.58 Per Hour
Assistant Head Usher	US-03	\$14.60 Per Hour
Head Usher	US-04	\$15.98 Per Hour

Effective September 1, 2009

Probationary Usher	US-01	\$9.31 Per Hour
Regular Usher	US-02	\$9.96 Per Hour
Assistant Head Usher	US-03	\$15.18 Per Hour
Head Usher	US-04	\$16.62 Per Hour

Effective September 1, 2010

Probationary Usher	US-01	\$9.68 Per Hour
Regular Usher	US-02	\$10.36 Per Hour
Assistant Head Usher	US-03	\$15.79 Per Hour
Head Usher	US-04	\$17.28 Per Hour

Effective September 1, 2011

Probationary Usher	US-01	\$10.07 Per Hour
Regular Usher	US-02	\$10.77 Per Hour
Assistant Head Usher	US-03	\$16.42 Per Hour
Head Usher	US-04	\$17.97 Per Hour

SCHEDULES (continued)

**Schedule A2
Percentage in Lieu of Benefits**

Effective September 1, 2001

All employees shall be eligible for 9% of regular salary in lieu of statutory holidays, annual leave, sick leave and family responsibility leave.

This is not the official version.

MEMORANDUM OF UNDERSTANDING

*EXCERPTS FROM JULY 25, 1994 MASTER AGREEMENT

Items contained in the Master Agreement signed on July 25, 1994 which are relevant to ushers have been reflected in the text of this collective agreement where it is appropriate to do so. Items from the Master Agreement not included in the text of this collective agreement include the following excerpts:

1. Legislation & Collective Agreements

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.

6. Travel and Meal Allowances

Effective date of signing of this Master Agreement, with the provision that should a collective agreement provide for a greater amount for any meal or kilometer the rate shall be maintained.

	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>	<u>Total</u>
Island	7.30	10.95	18.25	36.50
Canada				43.00
U.S.				43.00 U.S.
Other				48.00

K.M. rate - 31.5¢

10. Advance Notice

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

11. Criminal or Legal Liability

Where no language exists in an Agreement the following shall apply:

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

**MEMORANDUM OF UNDERSTANDING
EXCERPTS FROM JULY 25, 1994 MASTER AGREEMENT (continued)**

13. Portability

Employees who are accepted for employment with another employer or same Employer covered by the coalition negotiations (see attached) within 120 calendar days of resignation shall retain portability respecting: (120 maximum)

- (1) Accumulated sick leave credits;
- (2) Accumulated annual leave entitlements; and
- (3) Service for Severance Pay.

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

22. Return to Former Classification

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

Where the benefits of the Agreement are better, the benefit shall be maintained.

27. Occupational Health and Safety Committees

The mandate of Occupational Health & Safety Committees shall be expanded to include environmental issues.

28. Pension Credit and Group Insurance

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

SCHEDULE "A"

AGREEMENTS (NAPE)

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

AGREEMENTS (CUPE)

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

This is not the official version.

MEMORANDA OF UNDERSTANDING**1. Access to Parking Lot**

The Employer agrees to provide free parking to Ushers in the Arts and Culture Centre's parking lot during the hours of 8:00 am and 5:00 pm provided they are attending University. Access to the parking facilities is subject to policies of the Employer.

2. First Aid and CPR

Ushers shall be given First Aid and CPR training. This training will be given to employees who do not have the training course at present. In addition, every person will be given the training necessary to renew certification every three (3) years.

3. Temporary Assignment

The Employer shall temporarily assign the Usher with the most seniority to the position of Assistant Head Usher when the Assistant Head Usher is off.

4. Training

The Employer shall train the two (2) most senior Ushers for temporary assignment to the position of Assistant Head Usher.

5. Job Descriptions

Job descriptions shall be developed following the signing of this collective agreement.

SUSAN RUMSEY
Public Service Secretariat

TRUDI BRAKE
NAPE

LETTERS***LETTER RE: MARKET ADJUSTMENT**

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

This is not the official version.