



COLLECTIVE AGREEMENT

BETWEEN

**COLLEGE OF THE NORTH ATLANTIC, ST. JOHN'S CAMPUS
SUPPORTED EMPLOYMENT PROGRAM**

AND

**NEWFOUNDLAND ASSOCIATION OF PUBLIC & PRIVATE
EMPLOYEES**

Signed: February 12, 2009

Expires: June 30, 2012

THIS AGREEMENT made this 12th day of February, Anno Domini, Two Thousand and nine;

BETWEEN:

COLLEGE OF THE NORTH ATLANTIC, ST. JOHN'S CAMPUS - SUPPORTED EMPLOYMENT PROGRAM

of the one part;

AND

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

of the other part;

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

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This is not the official version.

**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.

The Employer, the employees and the Union agree that the recognition of the following principles are of fundamental importance to maintaining harmonious and mutually beneficial relationships.

- (a) The support worker employees provide support to persons with a disability with secondary Employers as part of an affirmative action program established by the Employer to assist persons with a disability to become participating and independent workers in integrated employment situations.
- (b) The employees provide the necessary support to the persons with a disability to enable them to be employed competitively. In other words, gaining job related skills with a wide range of secondary Employers in the community and earning a fair wage.
- (c) All the parties recognize the importance of involving the person with a disability and their families and the secondary Employer together with the Employer and employees in the decision making process about employment opportunities and the support that is appropriate.

**ARTICLE 2
EFFECT OF LEGISLATION**

2:01 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.

**ARTICLE 3
EMPLOYER RULES, REGULATIONS AND POLICIES**

3:01 In the event there is a conflict between the content of this Agreement and any rules, regulations or policies made by the Employer, this Agreement shall take precedence over said regulation, rule or policy.

ARTICLE 4
PERSONAL AND SEXUAL HARASSMENT

4:01 Employer Shall Not Discriminate

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

4:02 The Employer and the Union agree that all members of the College community are entitled to pursue their duties or studies in an environment free from harassment by members of the College community. Individuals who engage in harassment shall be subject to discipline up to and including dismissal. For the purpose of this Article, a member of the College community is anyone appointed, contracted, employed or registered as a student, by the College.

4:03 For the purpose of this Article, harassment is defined as:

- (a) Harassment based on race, religion, religious creed, sex, marital status, physical or mental disability, political opinion, colour, or ethnic, national or social origin, is any behaviour that is directed at or is offensive to a member of the College community, endangers a member's job or academic standing, undermines performance or threatens the economic livelihood of the member.
- (b) Harassment of a sexual nature 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 series of incidents, however minor. Harassment of a sexual nature is unsolicited, one-sided and/or coercive. Both males and females may be victims of such actions.

4:04 Both parties support the principles espoused in Sections 10.01 and 10.02 of the Newfoundland Human Rights Code (as amended by Chapter 62, 1983) and agree to co-operate fully with any investigation held by the Human Rights Commission with regard to a complaint by a member of the Institute community.

4:05 The Employer shall undertake to investigate alleged occurrences with all possible dispatch. The Employer and the Union Agree the victim shall be protected from repercussions which may result from his/her complaint.

4:06 Subject to Clause 12:11 (b), employees shall have access to the Grievance and Arbitration Procedures for grievances relating to this Article.

ARTICLE 5 DEFINITIONS

5:01 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

5:02 (a) "Bargaining unit" means the bargaining unit recognized in accordance with Article 6.

(b) "Classification" means the identification of a position as outlined in Appendix "A".

(c) "Day" means a working day unless otherwise stipulated in this Agreement.

(d) "Day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of his/her position other than:

(i) a designated holiday;

(ii) a calendar day on which the employee is on leave of absence.

(e) "Demotion" means an action which causes the movement of an employee from his/her existing classification to a classification carrying a lower pay range.

(f) "Dismissal" means the termination of an employee for just cause but does not refer to the termination of a probationary employee for reasons of unsuitability or incompetence, as assessed by the Employer.

(g) "Employee" or "employees" where used is a collective term except as otherwise provided herein, including all persons employed in categories of employment contained in the bargaining unit as prescribed in Article 6.

(h) "Employer" means the College of the North Atlantic, St. John's Campus. The St. John's Campus includes Prince Philip Drive and Ridge Road in the city of St. John's and Seal Cove, Conception Bay sites.

(i) "Grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.

(j) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m.

of a calendar day designated as a holiday in this Agreement.

- (k) "Layoff" means a temporary cessation of employment due to lack of work or abolition of a post.
- (l) "Leave of absence" means absence from duty with the permission of the Employer.
- (m) "Month of service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.
- (n) "Notice" means in writing which is hand delivered or delivered by registered mail.
- (o) "Permanent employee" means a person who has completed his/her probation.
- (p) "Probationary employee" means a person who is employed but who has worked less than the prescribed probationary period.
- (q) "Probationary period" means a period of six (6) months of cumulative service from the date of employment, except for employees who are required to undertake training on employment, from whom the probationary period of six (6) months shall commence immediately following such training.
- (r) "Promotion" means an action which causes the movement of an employee from his/her existing classification to a classification giving a higher pay range.
- (s) "Reclassification" means any change in the current classification of an existing position.
- (t) "Scheduled" means in writing and posted in an accessible place to all employees.
- (u) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year unless otherwise specified in this Agreement.

- (v) "Transfer" means the movement of an employee from one position to another which does not result in a promotion or demotion.
- (w) "Union" means the Newfoundland and Labrador Association of Public and Private Employees (NAPE).
- (x) "Vacancy" means an opening in a position which is in excess of thirteen (13) weeks' duration and in respect of which there is no employee eligible for recall.
- (y) "Week" means the period from 0001 hours Monday to 2400 hours the following Sunday, inclusive.
- (z) "Year" means the period extending from the first day in April in one year to the thirty-first day of March in the succeeding year;
- (aa) "Termination" means the final severance of employment because:
 - (i) the employee resigns in writing and does not withdraw his/her resignation within five (5) days;
 - (ii) is dismissed for just cause and is not re-instated;
 - (iii) the employee is laid off for a period longer than two (2) years.
- (bb) "Natural Support" - Assistance given to the client by an employee of a secondary Employer. This assistance would be incidental to the client's work but would not be the work itself. Examples would include reminders as to time or job focus, worksite access assistance, etc.
- (cc) "Secondary Employer" is the Employer of the client but not the co-worker.

ARTICLE 6 RECOGNITION

6:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees listed in Appendix "A".

6:02 New Positions

When new classifications are developed, the Employer agrees to consult with the Union as to whether such classifications shall 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.

- 6:03 (a) Recognized vacant positions within the bargaining unit that have not been declared redundant will not be absorbed on a permanent basis by positions outside the bargaining unit.
- (b) Recognized vacant positions in the bargaining unit created as a result of secondment or temporary transfer of a bargaining unit employee will not be absorbed by management personnel.

6:04 No Other Agreement

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

**ARTICLE 7
WORK OF THE BARGAINING UNIT**

- 7:01 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.

**ARTICLE 8
MANAGEMENT RIGHTS**

- 8:01 (a) All functions, rights, power and authority which are not specifically abridged or modified by this Agreement are recognized by the Union as being retained by the Employer.
- (b) The rights, powers and authority referred to in Clause 8:01 (a) include the following:
 - (i) determine the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith. This will include the withdrawal or increase of the support required in the workplace by any person with a disability.
- (c) 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 Procedures.

**ARTICLE 9
EMPLOYEE RIGHTS**

9:01 Notwithstanding anything contained in this Agreement, an employee may present a personal complaint to his/her Employer.

**ARTICLE 10
UNION SECURITY**

10:01 All employees who are members of the Union, or those who become members, shall remain members as long as their position is in the bargaining unit.

10:02 A condition for new employees hired after the signing of this Agreement will be to immediately become members of the Union, and remain members as long as they continue to occupy a bargaining unit position. This requirement shall be clearly indicated to new employees by the Employer and Shop Steward.

10:03 An employee upon employment at the College shall be provided with information concerning:

- (a) duties and responsibilities in writing;
- (b) starting salary and classification;
- (c) terms and conditions of employment and those conditions set out in the Articles dealing with Union Security, Dues Checkoff and Union representation.

10:04 Where a Shop Steward is available the employee will be introduced to him/her as soon as possible.

10:05 No employee shall be temporarily assigned outside the bargaining unit without his/her consent. An employee who is temporarily assigned outside the bargaining unit may return to the bargaining unit subject to giving the Employer two (2) weeks' notice.

**ARTICLE 11
CHECKOFF**

11:01 The Employer shall deduct from the salary or wages of all employees within the bargaining unit the amount of membership dues and forward same bi-weekly to the Union accompanied by a list of employees showing:

- (a) the contributions of each;
- (b) the employee's full name and classification and social insurance number; and
- (c) changes from previous list, e.g., additions, deletions, employee status, layoff, resignation, promoted outside the bargaining unit, etc.

11:02 The Employer agrees that when issuing T4 slips, the amount of membership dues paid by an employee to the Union during the current year will be recorded on his/her T4 statement.

11:03 The Union shall inform the Employer of the authorized deductions to be made.

**ARTICLE 12
GRIEVANCE PROCEDURE**

12:01 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step I

The aggrieved employee shall, within five (5) working days of the occurrence or discovery of the incident giving rise to the alleged 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 II

If the Shop Steward considers the grievance to be justified, the employee concerned, together with his/her Shop Steward, or the Steward alone if the employee wishes, may, within five (5) days following receipt of the grievance by the Shop Steward, submit the grievance in writing to the employee's non-bargaining unit Supervisor.

Step III

Failing satisfactory settlement of the grievance within five (5) days after the grievance was submitted under Step II, the employee concerned, together with his/her Shop Steward, or the Steward alone if the employee wishes, may, within a further five (5) days, submit the grievance in writing to the Employer or his/her designate. The Employer or his/her designate shall meet with the employee and/or the Shop Steward and shall declare his/her decision within ten (10) days after receipt of the grievance.

Step IV

Failing satisfactory settlement at Step III, the Union may, by giving notice in writing within ten (10) days of receipt of the decision at Step III, declare its intention to refer the grievance to arbitration.

12:02 The employee, if he/she so desires, may be represented by a full time representative of the Union at any Step of the Grievance Procedure. The grievor may be present during all Steps of the Grievance Procedure.

12:03 With the exception of Step I, replies to grievances at all other Steps of the Grievance Procedure will be in writing and dated receipts of grievances will be given.

12:04 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.

12:05 (a) The time limits set forth in this Article may be varied in writing by mutual agreement between 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.

12:06 The Employer will supply the necessary facilities for the grievance meetings.

12:07 Policy Grievance

Where the Union has a grievance involving a question of general application, administration, or interpretations of this Agreement, the Union may initiate a grievance. Such a grievance shall commence at Step III of Clause 12:01.

12:08 Union May Initiate Grievances

- (a) The Union and its representatives shall have the right to initiate a grievance on behalf of a 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 III.
- (b) The Union and its representatives shall have the right to initiate a grievance on behalf of an employee. Such grievances will not be initiated without the employee's consent and will commence at Step II.

12:09 Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representative(s).

12:10 It is agreed that Shop Stewards will not absent themselves from their duties for the purpose of handling a grievance without first obtaining permission from the Steward's Supervisor, and that permission will not be unreasonably withheld. The Shop Steward shall notify his/her immediate Supervisor when returning to duty.

12:11 (a) Subject to 12:11 (b), any disciplinary action taken by the Employer against employees will be subject to the Grievance and Arbitration Procedures.

- (b) The termination of a probationary employee for reason of unsuitability or incompetence, as assessed by the Employer, is not subject to the Grievance or Arbitration Procedures.

12:12 When there is a dispute involving dismissal or suspension, the grievance may be submitted in the first instance at Step III.

12:13 If the employee so desires, he/she shall have the right to grieve against alleged unfair treatment on promotion or transfer to positions within the bargaining unit and such grievances may be submitted in the first instance at Step III of Clause 12:01.

ARTICLE 13 ARBITRATION

13:01 Composition of Board of Arbitration

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

Within fourteen (14) calendar days thereafter, each party shall name an Arbitrator to an Arbitration Board and notify the other party of the name and address of its

appointee. If either party refuses or neglects to appoint a member of the Board of Arbitration, the Minister of Human Resources, Labour and Employment of the Province of Newfoundland and Labrador may be requested by the other party to appoint a member. The two (2) so named shall, within fourteen (14) calendar days of the appointment of the second of them select a third person to act as Chairperson of the Board of Arbitration, but should they not do so within fourteen (14) calendar days, then either party may apply to the Minister of Human Resources, Labour and Employment to appoint a person to be Chairperson. No person who has any pecuniary interest in the matters referred to the Arbitration Board, or who is acting or who has within a period of six (6) months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties, shall be appointed to or act as a member of an Arbitration Board.

13:02 The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the differences or allegations and render a decision within fourteen (14) calendar days of the date on which the Board hears the grievance.

13:03 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.

13:04 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 five (5) days.

13:05 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the Arbitrator it appoints, or for whom the Arbitrator was appointed by the Minister of Human Resources, Labour and Employment;
- (b) one-half (1/2) of the fees and expenses of the Chairperson;
- (c) one-half (1/2) of the expenses of the Arbitration Board for clerical assistance, supplies, and rent of a place to meet.

13:06 The time limits set forth in this Article may be varied, in writing, by mutual consent of the parties to this Agreement.

13:07 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of an aggrieved employee as a witness, and any other witnesses, and all reasonable arrangements may be made to permit the conferring parties or Arbitrator(s) to have access to view any working conditions which may be relevant to the settlement of the grievance.

13:08 An Arbitration Board may not alter, modify, or amend any provisions of this Agreement, but shall have the power to set aside a decision of the Employer, and to modify a disciplinary measure imposed by the Employer.

13:09 Notwithstanding Clause 13:01, where a grievance has been referred to arbitration in accordance with either Clause 12:01 or Clause 13:01, both parties may, by mutual consent, agree to have the grievance dealt with by a sole Arbitrator who is acceptable to both sides. In such a case, the provisions of this Article as they relate to an Arbitration Board or Chairperson of an Arbitration Board shall apply to the sole Arbitrator where the context so requires.

13:10 Expedited Arbitration

Subject to agreement of both parties, the following Expedited Arbitration Procedure shall be followed:

- (a) The single Arbitrator must be agreed to by both parties within seven (7) calendar days of the Committee's adjournment in Step 3 (Clause 12:01). 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.
- (b) In any dispute of interpretation, application, administration, or alleged violation of the terms of the Agreement, the parties agree to submit a written brief and present oral arguments to a single Arbitrator within twenty (20) calendar days of the adjournment of the Committee in Step III (Clause 12:01) of the Grievance Procedure.
- (c) The single Arbitrator may, for the purpose of their clarification, request the appearance of witnesses for questioning at the time of 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 13 of the Collective Agreement where they do not wish to implement this expedited

Arbitration Procedure.

Cost will be shared on a 50/50 basis.

**ARTICLE 14
HOURS OF WORK**

14:01 Hours of work and work schedule shall be determined by the Employer on the basis of the support requirement of the person with a disability.

14:02 Rest Period

Where possible, all employees shall be entitled to a fifteen (15) minute rest period in the first half and second half of the shift, at times to be determined by the Employer.

14:03 (a) Employees shall not be required to be present for any length of time in a day less than three (3) consecutive hours.

(b) Days Off

Days off for all employees shall reflect the days the Employer is not required to support the person with a disability. However, every reasonable effort will be made to give two (2) consecutive days off per week.

14:04 Subject to the limitations of Clause 37:01 (a) and where scheduling permits, available hours of work will be offered on a seniority basis to existing employees until these employees have been assigned the equivalent of full time hours.

**ARTICLE 15
OVERTIME**

15:01 All time worked by employees in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and shall be paid at time and one-half (1 1/2) the straight time rate.

15:02 The Employer may at any time require an employee to work overtime. However, an employee may decline to work the overtime provided he/she has a valid reason acceptable to the Employer and provided a qualified employee is readily available to perform the overtime.

15:03 An employee's regular hours shall not be changed to avoid the payment of overtime.

15:04 The Employer may, upon request of the employee, grant time off in lieu of pay for any overtime worked. Such time off would be granted at the rate of time and one-half (1 1/2) for each overtime hour worked.

15:05 The Employer shall make every reasonable effort:

- (a) to give employees who are required to work overtime adequate notice of this requirement;
- (b) to provide each employee with a fifteen (15) minute paid break for every three (3) hours of overtime worked.

ARTICLE 16 CALLBACK

16:01 An employee who is called back to work after he/she has left his/her place of work shall be paid for a minimum of three (3) hours at overtime rates, provided that the period worked is not contiguous to his/her scheduled working hours. When the employee is called back to work and works for a period in excess of three (3) hours, the callback provisions do not apply and he/she shall be paid in accordance with Article 15 for time worked.

16:02 An employee who is called back to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the same three (3) hours minimum, receives the benefit of the three (3) hour minimum only once. However, should the total time on both calls exceed the three (3) hour minimum, the employee will be compensated for the actual time worked at the applicable overtime rate.

16:03 When an employee is called back to work, he/she shall be paid for the cost of transportation, or mileage at the applicable rate, to a maximum of ten dollars (\$10.00). Employees shall not receive the payment when the transportation is provided by the Employer.

ARTICLE 17 TRAVEL AND TRANSPORTATION ALLOWANCE

17:01 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

thirty-one point five cents (\$0.315) per kilometer.

17:02 When an employee is required to travel on the Employer's business, expenses for overnight accommodations shall be paid by the Employer upon presentation of suitable receipts. Employees who arrange private accommodations will be compensated without receipts at the rate of twenty-five dollars (\$25.00) per night.

17:03 (a) For each full day on travel status, the maximum rate allowance for meals, inclusive of taxes and gratuities shall be as follows:

Meal Rates

Date of Signing

	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>	<u>Total</u>
Province	\$ 7.30	\$10.95	\$18.25	\$36.50

(b) For travel on the Employer's business of less than one (1) day which is beyond twenty (20)kilometers from the College or the employee's place of residence, the employee will be entitled to a meal allowance in accordance with Clause 17:03 (a) above as follows:

Breakfast provided the employee leaves on the Employer's business two (2) hours or more prior to the beginning of the regularly scheduled work day;

Lunch;

Dinner - provided if the employee is unable to return to headquarters or place of residence until at least two (2) hours after the end of the regularly scheduled work day.

(c) In areas where the cost of meals is likely to exceed these rates, in the Employer's opinion, vouchered expenses may be submitted.

**ARTICLE 18
HOLIDAYS**

18:01 (a) Employees shall receive one (1) day's paid leave for each of the nine (9) holidays as follows:

New Year's Day
Good Friday
Commonwealth Day
Discovery Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

- (b) Holidays as outlined in Clause 18:01 (a) shall not be paid to an employee if the holiday occurs while the employee is on layoff status unless the employee worked twenty (20) hours or more in the pay period. No employee will be laid off for the purpose of avoiding payment of a statutory holiday.

ARTICLE 19
TIME OFF FOR UNION BUSINESS

19:01 With the approval of the Employer, leave with pay shall be awarded to employees who are members of Negotiating Committees while they are attending negotiating sessions, on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit. The Union shall notify the Employer of the employees affected prior to the commencement of negotiations and employees shall, in all instances, give prior notice of absences from work to their immediate Supervisors, and such notice shall be given as far in advance as possible.

19:02 The Employer shall grant leaves of absence with pay for two (2) employees to attend Union Conventions and Seminars provided that:

- (a) The total leave of absence granted hereunder shall not exceed ten (10) working days per year of this Agreement.
- (b) The Union gives ten (10) calendar days' notice of such leave to the Employer.

Such leave shall not be unreasonably denied.

19:03 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 20
BEREAVEMENT LEAVE**

20:01 Paid Bereavement Leave

Subject to Clause 21:01 (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, or near relative living in the same household, three (3) consecutive days.
- (b) In the case of his/her son-in-law, daughter-in-law, brother-in-law, or sister-in-law, one (1) day.
- (c) If the death of a relative referred to in Clause 21:01 (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 President, at his/her discretion, may grant special leave with pay for bereavement up to a maximum of two (2) consecutive days in addition to that provided in Clauses 21:01 (a), (b) and (c).
- (e) If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.

**ARTICLE 21
VACATION**

- 21:01 (a) The maximum annual leave which an employee shall be eligible for in any year shall be as follows:

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

In excess of twenty-five (25) years

25

- (b) The following provisions respecting annual leave shall apply:
- (i) No annual leave may be taken by an employee until he/she has not less than sixty (60) days of service prior to taking leave.
 - (ii) When an employee has had not less than sixty (60) days of service, he/she may anticipate annual leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period.
 - (iii) When an employee becomes eligible for a greater amount of annual leave, he/she may be allowed in the year in which the change occurs a portion of the additional leave for which he/she has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days.
 - (iv) 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 fiscal period, i.e., April 1st to March 31st.
 - (v) An employee who, on resignation, has a debit balance of vacation leave will have the value of this vacation deducted from his/her final pay cheque.

21:02 If a paid holiday falls or is observed during an employee's vacation period, he/she shall have the day added to his/her vacation or he/she may request to be allowed to take the day with pay at a time to be mutually agreed upon.

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, he/she shall receive the benefit of such increase from the effective date.

21:04 Vacation Pay on Termination or Retirement

An employee terminating his/her employment at any time in his/her vacation year before he/she has had his/her 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.

21:05 Employees in consultation with their Supervisor may determine their own method for selecting vacation dates. In the event that a majority agreement cannot be reached among employees, seniority shall prevail for the selection of vacation dates.

21:06 (a) Vacation schedules shall be posted by May 1st of each year.

(b) Annual leave shall commence immediately following an employee's regularly scheduled days off.

21:07 Carry Forward of Vacation

An employee may carry forward to another year any unused portion of vacation credits up to a maximum of twenty (20) days. In the case of employees who are entitled to accumulate twenty-five (25) days in a year under Clause 22:01 (a), they may carry forward a maximum of twenty-five (25) days.

21:08 (a) An employee who becomes ill while on annual leave may change the status of his/her leave to sick leave effective the date of notification to the President, provided that the employee submits a certificate acceptable to the Employer

(i) by the date the employee's approved annual leave period expires; or

(ii) where the period of illness is to extend beyond the expiration of the approved annual leave period, at such times as the Employer may require.

(b) In the case of an employee who is admitted to hospital while on annual leave, he/she may change the status of his/her leave to sick leave with effect from the date he/she was admitted to hospital.

(c) The period of vacation so displaced in Clause 22:08 (a) and (b) shall be reinstated for use at a later date to be mutually agreed.

21:09 For the purpose of this Article, an employee who is paid full salary or wages in respect of fifty percent (50%) or more of the days in the first or last calendar month of his/her service shall, in each case, be deemed to have had a month of service.

21:10 Except as otherwise stipulated in this Agreement, employees shall be eligible to accumulate vacation credits while on any period of approved paid leave.

- 21:11 Subject to Clauses 20:01 (e) and 21:08, an employee who has entered upon annual leave may not change the status of his/her leave to any other type of leave until he/she has used up all his/her current annual leave (exclusive of leave carried forward from previous years).
- 21:12 Sick leave awarded immediately prior to retirement in accordance with Clause 22:08 shall not be reckoned for annual leave purposes and the employee's period of service shall be noted accordingly.
- 21:13 An employee who is authorized by the President to proceed on annual leave for a period of not less than two (2) consecutive weeks shall, upon written request, be issued an advance payment, once per year, of the regular pay cheque(s) he/she would normally receive during such period of leave. The written request for this advance payment must be received by the Employer at least two (2) weeks prior to the last pay day before the employee's annual leave period commences.
- 21:14 Subject to Clause 21:07, employees who are laid off may leave current, accumulated and accrued leave with the Employer to be taken during a later period of employment.
- 21.15 Temporary employees, who decide not to avail of annual leave during their period of employment, shall have the following options concerning vacation pay:
- (i) payment in lieu of vacation may be added to gross income bi-weekly; or
 - (ii) employees may receive a lump sum payment in lieu of vacation leave upon layoff.

The choice provided in accordance with this Clause must be made immediately upon employment. It shall be the Employer's responsibility to acquire the employee's choice in writing upon re-hire. Seniority shall be credited equally regardless of the payment option utilized.

ARTICLE 22 SICK LEAVE

22:01 Sick Leave Defined

Sick leave means a 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 December 1, 2005 is eligible to accumulate sick leave at the rate of one (1) day for each month of service.
- (b) (i) The maximum number of days of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed four hundred and eighty (480) days.
- (ii) Notwithstanding Clause 22.02(b)(i), the maximum number of days of sick leave which may be awarded to an employee hired after December 1, 2005 during any consecutive twenty (20) year period of service shall not exceed two hundred and forty (240) days.

22:03 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all scheduled working days absent for sick leave. Absence on account of illness for less than one-half (1/2) a day shall not be deducted. Absence for one-half (1/2) a day or more and less than a full day shall be deducted as one-half (1/2) a day.

22:04 The President may require an employee to submit a medical certificate during any period that an employee is on sick leave. In any event, sick leave in excess of three (3) consecutive working days at any time or six (6) working days in the aggregate in any year shall not be awarded to an employee unless he/she has submitted in respect thereof a medical certificate satisfactory to the President.

22:05 An employee who is laid off will retain his/her accumulated sick leave credits provided that the period of layoff is not in excess of that prescribed in Clause 34:02 (c), Seniority.

22:06 (a) When an employee has reached the maximum of sick leave which may be awarded him/her in accordance with this Article, he/she shall, if he/she is still unfit to return to duty, proceed on annual leave (including current and accumulated leave) if he/she is eligible to receive such leave, or special leave without pay, at his/her option. Employees on such leave shall continue to accrue seniority unless they would normally be laid off.

(b) An employee may anticipate sick leave to the end of the period of his/her

authorized employment or to the end of the year concerned, whichever is the shorter period.

- (c) Where an employee is granted sick leave in excess of that which he/she has accumulated under Clause 22:02 (a) by virtue of having anticipated leave in accordance with 22:06 (b) above, and the employee resigns or is terminated, the President reserves the right to recover an amount equivalent to the excess leave granted.

22:07 For the purpose of this Article, an employee who is paid full salary or wages in respect of fifty percent (50%) or more of the days in the first or last calendar month of service shall, in each case, be deemed to have had a full month of service.

22:08 Where it appears unlikely that an employee will be able to return to duty because of sickness, the President may seek an opinion from a medical doctor. If it still appears that the employee will not be able to return to work, then the employee may be retired effective when his/her accumulated sick leave expired, or at retirement age, and paid such pension award and other benefits to which he/she may be entitled.

22:09 Sick leave shall not be granted to an employee who is on any type of leave without pay or while on suspension. However, the President may change the leave status should he/she consider that circumstances may warrant such a change.

22:10 Where an employee has a break in service in excess of forty-five (45) consecutive calendar days not caused by layoff, his/her service for the purpose of this Article shall be deemed to commence from the date of re-employment.

22:11 For the purpose of this Article, the employee shall have the option of being attended by a physician of his/her choice. However, the President reserves the right to obtain another medical opinion.

ARTICLE 23

MATERNITY/ADOPTION/PARENTAL LEAVE

23:01 The commencement and termination dates of an employee's unpaid maternity/adoption/parental 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 leave under this Clause.

- 23:02 (a) The employee shall resume her former position and salary upon return from leave, with no loss of accrued benefits.
- (b) Employees while on leave shall continue to accumulate service for seniority purposes including promotions, layoffs and recalls.
- (c) Periods of leave up to a maximum of fifty-two (52) weeks shall be counted as service for the purpose of step progression and severance pay.
- 23:03 Periods of leave up to fifty-two (52) weeks shall count for annual leave and sick leave purposes.
- 23:04 The employee may return to duty after two (2) weeks' notice of her intention to do so.

This is not the official version.

23:05 An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.

23:06 An employee who applies for a position in accordance with Clause 35:01 while on leave shall be considered for that job posting in accordance with the provisions of Clause 35:05.

**ARTICLE 24
CHILD CARE**

24:01 The Employer will endeavour to provide child care services for its employees wherever possible.

**ARTICLE 25
STAFF DEVELOPMENT AND TRAINING - EDUCATION LEAVE**

25:01 With the prior approval of the Employer, an employee may be awarded education leave as follows:

- (a) Education leave may be awarded to an employee to enable him/her to participate in courses of training for the purpose of upgrading his/her qualifications when related to his/her job, under such terms as the Employer may prescribe. The employee shall be awarded leave with full pay for the period of time spent on such leave.
- (b) Education leave may be awarded to an employee to enable him/her to participate in courses of training other than those referred to in Clause 25:01 (a) above. Such leave would be awarded under such terms and conditions as the Employer may see fit to prescribe.
- (c) With the approval of the Employer, leave with pay may be awarded to an employee for the period of time required to write exams for educational courses approved by the Employer.

25:02 An employee who has been employed for six (6) or more years and desires up to one (1) year's leave without pay in order to upgrade his/her qualifications or experience, may be granted such leave and his/her position shall be guaranteed upon his/her return provided he/she gives notification of his/her intentions at least four (4) months prior to the date when the leave is to commence and provided that an acceptable substitute arrangement can be made.

25:03 Employees while on educational leave shall continue to accumulate seniority.

25:04 Remuneration for Professional Upgrading

An employee who successfully completes a course directly related to their present position may be reimbursed for the cost of the course in accordance with College policy.

**ARTICLE 26
FAMILY RESPONSIBILITY LEAVE**

26:01 (a) Subject to Clause 26:01 (b) and (c), an employee who is required to:

- (i) attend to the temporary care of a sick family member living in the same household;
- (ii) attend to the needs relating to the birth of an employee's child;
- (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
- (iv) attend meetings with school authorities;
- (v) attend to the needs relating to the adoption of a child; or
- (vi) attend to the needs related to home or family emergencies;

may, subject to the approval of the President, be awarded up to three (3) days paid family leave in a year.

(b) In order to qualify for family leave, the employee shall:

- (i) provide as much notice to the President as reasonably possible;
- (ii) provide to the President valid reasons why such leave is required; and
- (iii) where appropriate and in particular with respect to (iii), (iv) and (v) of 26:01 (a), have endeavoured to a reasonable extent to schedule such events during off duty hours.

(c) Employees shall not be entitled to change any other leave to family leave but

shall be entitled to change family leave to bereavement leave or sick leave.

**ARTICLE 27
SPECIAL LEAVE**

27:01 Members of a Safety Committee established under the Occupational Health and Safety Act and Regulations may be granted leave in accordance with Clause 25:01 (b) (Education Leave) for the purpose of attending safety training courses or seminars relating to occupational health and safety.

27:02 (a) Where an employee is required by the Employer to participate in courses of training, the employee shall suffer no loss in pay or benefits during the time the employee is attending such courses.

(b) When the Employer requires an employee to attend training sessions on the employee's regularly scheduled day off, the employee shall be paid at overtime rates for the day so displaced. Where less than the full day is displaced, the employee shall receive the appropriate proportionate part of the day's pay.

27:03 In the event of a temporary transfer of an employee's spouse which causes the employee's movement from the Employer, the Board may grant special leave without pay to the employee upon request. The terms and conditions of such leave, including the duration and protection of position and benefits, shall be at the discretion of and determined by the Board.

27:04 An employee getting married may be granted up to two (2) days' leave with pay and the paid leave shall be deducted from the annual leave entitlement of the employee, or, at the employee's discretion, the leave may be granted without pay.

27:05 Compassionate Leave

Subject to the approval of the President, special leave with pay not exceeding three (3) days may be granted in special circumstances for reasons other than those referred to in Article 20.

27:06 Special Leave Without Pay

With the approval of the President, special leave without pay may be granted in exceptional circumstances to an employee.

27:07 Employees who are granted special leave without pay under any clause contained in Article 27 - Special Leave shall continue to accrue seniority unless such employees would normally be laid off.

**ARTICLE 28
WORKERS' COMPENSATION**

28:01 All employees shall be covered by the Workplace, Health, Safety and Compensation Act.

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

**ARTICLE 29
PAYMENT OF WAGES AND ALLOWANCES**

29:01 (a) Employees shall be paid on a bi-weekly basis. Overtime will be included in the regular pay for the pay period next succeeding the pay period during which the overtime was earned.

(b) On each pay day, each employee shall be provided with an itemized statement containing the following information:

- (i) gross pay
- (ii) overtime
- (iii) shift premium
- (iv) special allowances
- (v) miscellaneous deductions
- (vi) net pay

**ARTICLE 30
SALARIES**

30:01 The negotiated salaries/wages will be set out in Appendix "B" and will be effective

from the date(s) prescribed in that Appendix.

**ARTICLE 31
DISCIPLINE**

31:01 Notification of Suspension or Dismissal

Any employee who is suspended or dismissed shall, within five (5) calendar days of such suspension or dismissal, be provided with written notification which shall state the reason(s) for the suspension or dismissal.

31:02 Subject to Clause 12:11 (b), all dismissals, suspensions and other disciplinary action shall, if the employee so desires, be subject to formal Grievance Procedure as outlined in Article 12.

31:03 Adverse Report

Where the Employer notifies an employee in writing of any dissatisfaction concerning his/her work or otherwise which may affect the employee's standing with the Employer, such notification shall be given within five (5) working days of the event of the complaint. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her at any time.

31:04 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. The Employer shall notify the employee of this right prior to said meeting.

31:05 Justice and Dignity Provision

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

**ARTICLE 32
PERSONAL FILES**

32:01 (a) There shall be one (1) official personal file, the location of which shall be designated by the Employer. An employee shall, at any reasonable time, be

allowed to inspect his/her personal file and may be accompanied by a representative of the Union if he/she so desires.

- (b) In exceptional circumstances where an employee is incarcerated, confined to bed or hospital, or removed by a distance where return would be impractical, the employee may give written permission for a representative of the Union to inspect his/her file for the purpose of investigating a grievance.

32:02

- (a) Disciplinary Documents

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

- (b) Removal of Disciplinary Documents

Any such document shall be disregarded and subsequently removed from the personal file of the employee and destroyed after the expiration of twenty-four (24) months 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.

32:03

Evaluation or assessment of employee performance will be signed by the employee after he/she has seen and read it before being placed on the employee's personal file. 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 12.

ARTICLE 33 CLASSIFICATIONS

33:01

Notification of Change of Classification

Employees shall be notified, in writing, of any change in their classification.

33:02

- (a) When an employee feels that his/her position has been unfairly or incorrectly classified, the employee may submit a request for a review to the Classification Organization and Management Division of Treasury Board in accordance with the procedures outlined in Appendix "C"; or

- (b) Request for classification reviews may be first submitted to the Employer

who shall, if the request is considered justified after discussion with the employee, submit the request to the Classification and Pay Division within thirty (30) days of the receipt of such request. Where the Employer considers the request for review not to have merit, the employee may proceed as in (a) above.

33:03 Classification decisions arising out of an employee's request for review or appeal shall be retroactive to the date the request was first received by the Classification Organization and Management Division of Treasury Board.

33:04 The rate of pay of an employee reclassified to a higher WS level shall be established at the nearest step of the new pay range which exceeds his/her existing rate by at least five percent (5%) but shall not exceed the maximum of the new pay range. The employee will maintain the same anniversary date for purposes of step progression.

ARTICLE 34 SENIORITY

34:01 Subject to Clause 34:02, seniority means the length of continuous service an employee has with the Employer and shall date from the last entry into employment with the Employer. Subject to Clause 21:05, seniority shall operate on a bargaining unit wide basis.

34:02 Loss of Seniority

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

- (a) he/she resigns in writing and does not withdraw the resignation within five (5) days or if he/she retires;
- (b) he/she is dismissed for just cause and not re-instated;
- (c) he/she has been laid off for a period in excess of two (2) years;
- (d) when recalled from layoff, he/she fails to report within fourteen (14) calendar days' notice to do so. Where an employee, because of sickness or other exceptional circumstances cannot report when required, he/she will not forfeit his/her recall rights. An employee recalled for casual work at a time when he/she is employed elsewhere, shall not lose his/her recall rights for refusal to return to work. Upon receipt of notice for recall, the employee must, within two (2) days, notify the Employer of his/her intentions; or
- (e) he/she is absent from work for five (5) consecutive days without notifying management giving a satisfactory reason for such absence, unless notice was

not reasonably possible.

34:03 Probationary Employees

- (a) Newly hired employees shall be employed on a probationary basis for a period as defined in Clause 5:01 (q) and subject to Clause 12:11 (b), shall be entitled to all the rights and benefits of this Agreement.
- (b) An employee will be kept advised of his/her progress during the probationary period.

34:04 The Employer shall maintain a seniority list which indicates the date on which the employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

**ARTICLE 35
JOB COMPETITIONS**

35:01 (a) When a vacancy or a new position is to be filled, either inside or outside the bargaining unit, the Employer shall post notice of the position in accessible places in the Institute for a period of not less than five (5) working days. Copies of all postings are to be supplied concurrently to the Local Secretary of the Union.

- (b) Where, in the Employer's opinion, a temporary vacancy is expected to exist for a period in excess of thirteen (13) continuous weeks, then such vacancy shall be posted in accordance with Clause 35:01 (a).

35:02 Notice of bargaining unit job competitions shall contain the following information:

- (a) the classification title and where applicable and required, the organization title;
- (b) description of position;
- (c) Step 1 - Step 4 and WS level;
- (d) required qualifications, knowledge, education and skills;
- (e) location of the position;
- (f) closing date;

- (g) shift work where applicable;
- (h) whether position is included in bargaining unit;
- (i) this position is open to both male and female.

Qualifications may not be established in an arbitrary or discriminatory manner.

35:03 When available, notices of Public Service job competitions, both internal and external, will be posted.

35:04 An employee who is requested to attend an interview by the Public Service Commission shall, with the prior approval of the Employer, be awarded time off with pay as is required for the purpose of attending the interview.

35:05 (a) Procedure for Filling Vacancies

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

(b) Whereas the parties recognize:

- (i) opportunity for promotion should increase with length of service;
- (ii) the parties therefore agree that in evaluating candidates for promotions, the Employer or his/her designate shall consider three (3) criteria: qualifications, ability and seniority;
- (iii) where the candidates are evaluated as being relatively equal, the senior recommended candidate shall be selected for appointment.

(c) Trial Period

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

position prior to the completion of the trial period.

35:06 An employee who applies for and is accepted for a temporary position which is a promotion shall revert to their former position upon the completion of the temporary work. Selection to the temporary position will be in accordance with the Promotion and Transfer Clauses of this Article.

35:07 Upon written request, an applicant in a job competition will be provided with the name of the successful applicant and the reason(s) as to why he/she was unsuccessful.

**ARTICLE 36
TERMINATION OF EMPLOYMENT**

36:01 Notice to be Given Employee

Except in the case of dismissal for just cause, ten (10) working days' notice in writing shall be given to an employee whose services are to be terminated. If such notice is not given, the employee shall be paid for the number of working days by which the period of notice was reduced.

36:02 Notice to be Given Employer

An employee shall give the Employer ten (10) working days' notice of intention to terminate employment.

36:03 The notice periods referred to in this Article may be reduced by mutual agreement between the employee and the Employer. Annual leave shall not be used as any part of the period of notice unless mutually agreed between the employee and the Employer.

36:04 An employee who has been out of the employment of the Employer for a period of not more than two (2) years and is re-employed in the same or lower classification shall be placed on the respective salary scale at the same step (i.e., Step 1, 2, 3, or 4) that he/she was on at the date of termination. If the person is re-employed in a higher classification, he/she will be placed at the step in the new scale which is nearest to his/her previous rate.

**ARTICLE 37
LAYOFF AND RECALL**

37:01 (a) Seniority shall be the directing factor in respect of layoff, recall and bumping

procedures providing that the employee concerned has the necessary qualifications including skills, ability, experience, training and the ability to relate to a person with a disability to perform the required work. Determination of qualifications shall be made by the Employer, under the advice of the person with a disability. Determination of qualifications shall not be made in a manner that is arbitrary, discriminatory or in bad faith.

- (b) Employees shall not be permitted to bump upwards or exercise recall rights to a higher classification from which he/she was laid off.

37:02

- (a) Layoff Procedure

Where the Employer determines that a layoff is required, the employees in the classification being laid off who have the least seniority shall be the first employees laid off.

- (b) Recall Procedure

Where the Employer determines that a recall is required the most senior employee(s) on layoff shall be recalled.

- (c) Bumping

An employee who is to be laid off in accordance with this Article shall accept the layoff or shall be entitled to bump a less senior employee.

- (d) An employee on layoff status who is not recalled when a recall occurs shall have the option to bump in accordance with the procedures outlined in Clause 37:02 (c).

37:03

The employee who is bumped in accordance with this Article shall be deemed to have been given notice of layoff with effect from the date that the employee who bumped him/her was given notice of layoff.

37:04

An employee may change his/her classification as a result of his/her exercising his/her bumping rights. For the purpose of recall, the Employer will be required to recall the employee as if he/she did not exercise his/her bumping rights. For the purpose of layoff, the Employer will be required to issue notice of layoff to the employee in accordance with the classification in which he/she is currently employed.

37:05

An employee who chooses to bump another employee in accordance with this Article must exercise that right either before the date he/she would otherwise be laid off (excluding cases where payment in lieu of notice is given, in which case the

prescribed period will apply) or within ten (10) days of the occurrence of a recall.

- 37:06 No new employees shall be hired until those on layoff status with recall rights have been given an opportunity of recall, provided they meet the required qualifications for the available job.
- 37:07 When an employee is recalled to work in the same classification, he/she will receive not less than that received prior to layoff, plus any salary adjustments to that classification made during the period of layoff.

ARTICLE 38 UNION REPRESENTATION

- 38:01 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 one (1) hour during the first month of employment. This interview to acquaint new employees with the benefits and responsibilities of Union membership will take place on a group basis monthly and a Shop Steward or Union representative will provide the new employee with a copy of the Collective Agreement. Where possible, such interviewing will take place during the Orientation Program of new employees.
- 38:02 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.
- 38:03 Permission to hold meetings on the College premises shall, in each case, be obtained from the Employer, and such meetings shall not interfere with the operations of the College.
- 38:04 The Employer agrees to recognize the Shop Stewards when informed of their appointment. The number of Shop Stewards shall be mutually agreed upon by the Union and the Employer.
- 38:05 (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 representatives shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussion or investigation of grievance shall not absent themselves from work except with permission from their Supervisor and such permission will not be unreasonably withheld.

- (b) Employees shall have the right to have a Shop Steward present on all matters relating to Employer/employee relations.

**ARTICLE 39
STRIKES OR LOCKOUTS**

39:01 The Employer agrees that there will be no lockouts during the term of this Agreement. The Union agrees there will be no strikes during the term of this Agreement.

**ARTICLE 40
AMENDMENT BY MUTUAL CONSENT**

40:01 It is agreed by the parties to this Agreement that any provision of this Agreement, other than the duration of the Agreement, may be amended, in writing, by mutual agreement. Such amendment(s) shall form part of this Agreement.

**ARTICLE 41
PERSONAL LOSS**

41:01 Subject to Clauses 41:02 and 41:03, where an employee in the performance of his/her duty suffers any personal loss and where such loss was not due to the employee's negligence, the Employer shall compensate the employee for the value of any loss suffered subject to a maximum of \$300.00.

41:02 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 Employer or his/her designated representative.

41:03 This provision shall only apply in respect of personal effects which the employee would reasonably have in his/her possession during the normal performance of his/her duty.

**ARTICLE 42
GROUP INSURANCE AND PENSION PLAN**

42:01 The Employer agrees to offer the Government Group Insurance Plan to all eligible employees and to cover those employees wishing to participate immediately upon signing.

42:02 The Employer will pay fifty percent (50%) of the premiums of the Group Insurance Plan and the employee will pay fifty percent (50%).

42:03 A summary of the general provisions and benefits of the Plan is appended to this Agreement as Appendix "D".

42:04 The Employer agrees to offer the Government Pension Plans (i.e. Money Purchase Plan or Public Service Plan) to employees in accordance with their eligibility.

**ARTICLE 43
WORKING CONDITIONS**

43:01 The Employer agrees to be guided by the Safety Regulations of the Occupational Health and Safety Act.

**ARTICLE 44
GENERAL PROVISIONS**

44:01 Jury or Court Witness Duty

No employee shall suffer any loss of pay or benefits while serving jury duty or while appearing as a witness in any Court action which does not involve the employee as a party to the action, for example, as a complainant, defendant, or co-respondent.

44:02 Political Activity

An employee who wishes to run as a candidate in a Provincial or Federal election will be granted, upon request, leave without pay for up to four (4) consecutive weeks during the period immediately preceding the election date. Where the employee is unsuccessful in the election, he/she will be permitted to return to his/her former position without any loss of accumulated benefits.

44:03 Employee Assistance Program

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

Any changes to the Program must have the approval of both parties.

44:04 Portability of Benefits

An employee of an Organization listed in Appendix "E" who terminates employment with that Organization to accept employment at College of the North Atlantic, District 5, shall transfer the following benefits:

- accumulated sick leave entitlement;
- years of service for the purpose of determining annual leave entitlement;
- years of service for calculating severance pay.

44:05 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.

44:06 Part-time Employees

Employees who work less than forty (40) hours per week shall accrue benefits under this Agreement on a pro-rata basis according to their hours of work.

44:07 Adverse Weather Conditions

An employee who is scheduled to work where there are adverse weather conditions necessitating a state of emergency or closing of the secondary Employer's premises declared by either the secondary Employer or the St. John's City Council, shall be deemed to be on duty during the period of such closure.

44:08 Contact Allowance

In the event an employee is required to work with residents of the Waterford at the Waterford Hospital, he/she shall receive contact allowance as is provided in the Waterford Hospital Support Staff Collective Agreement.

44:09 Work Uniform

When an employee is required to purchase and wear a uniform, the Employer will,

upon presentation of the receipt, reimburse the employee.

44:10 Employees will be briefed on any special needs of clients prior to placement with a secondary Employer.

44:11 Loss of Accrued Benefits

An employee cannot carry forward benefits where he/she:

- (a) has been laid off in excess of twenty-four (24) consecutive months;
- (b) resigns;
- (c) fails to report to work within fourteen (14) calendar days when recalled.

**ARTICLE 45
DURATION**

*45:01 Except as otherwise provided in this Collective Agreement, this Agreement shall be effective from the date of signing and shall remain in full force and effect until June 30, 2012.

45:02 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 Collective Agreement.

Notwithstanding the above, the parties shall retain their legal right to lock out or strike in accordance with applicable Provincial Legislation.

45:03 Either of the parties to this Agreement may, within the one hundred and twenty (120) calendar day period immediately prior to the expiration of this Agreement, issue notice of its intention to terminate the Agreement or request negotiations for a renewal or amendment of the Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this _____ day of January, 2009.

SIGNED on behalf of the Board of Governors of the College of the North Atlantic by its proper Officer(s) in the presence of the witness hereto subscribing:

WITNESS

Date

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

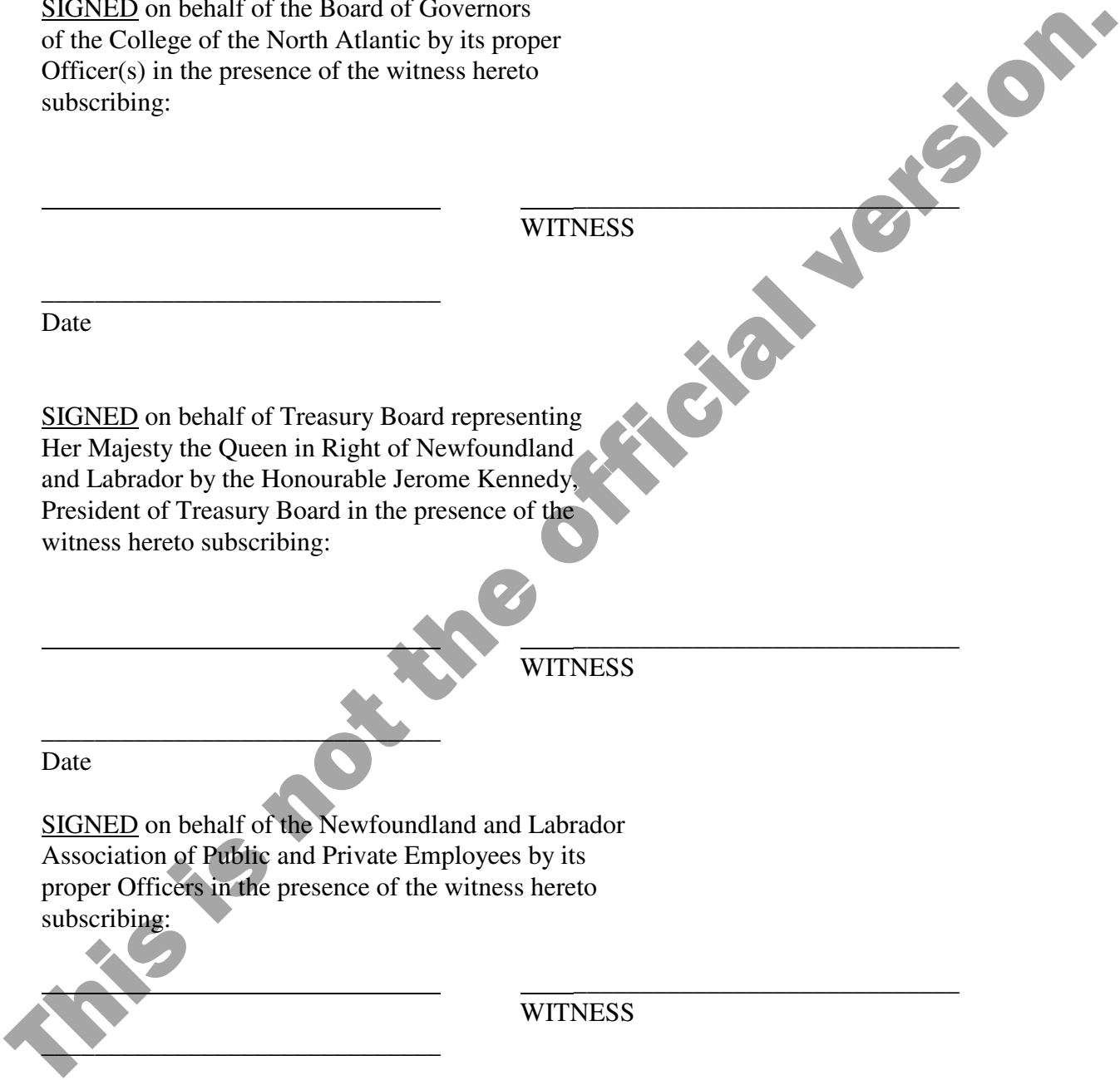
WITNESS

Date

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

Date



APPENDIX "A"

Classification List

Probationary Co-worker

Co-worker

This is not the official version.

***APPENDIX "B"**
PAY GRID

Effective July 1, 2008	Probationary Co-Worker	\$11.58
	Co-Worker	\$16.32
Effective July 1, 2009	Probationary Co-Worker	\$12.04
	Co-Worker	\$16.97
Effective July 1, 2010	Probationary Co-Worker	\$12.52
	Co-Worker	\$17.65
Effective July 1, 2011	Probationary Co-Worker	\$13.02
	Co-Worker	\$18.36

This is not the official version.

APPENDIX "C"**THE CLASSIFICATION REVIEW AND APPEAL PROCESS****A. Definitions**

1. "Appeal" means a request by an employee to the Classification Appeal Board for a change in the Classification of the employee's position.
2. "Appeal Board" means the Classification Appeal Board constituted to function in accordance with these procedures.
3. "Classification" means the identification of a position by reference to a classification title and pay range number.
4. "Day" means a working day.
5. "Permanent Head" means permanent head as defined below, or any official authorized by him/her to act on his/her behalf:
 - in respect of persons employed by government departments, the Deputy Minister of the department concerned;
 - in respect of employees of agencies not specifically covered by the definitions in this section, the highest management official in these agencies;
 - in respect of employees of Board operated hospitals and homes the CEO and/or Executive Director.
6. "Review" means re-appraisal or re-assessment of an employee's position classification by the Classification and Compensation Division of the Public Service Secretariat upon request of the employee or the permanent head on behalf of the organization.
7. "Treasury Board" means Treasury Board as constituted pursuant to The Financial Administration Act as now or hereafter amended.
8. "Organization" means the Government of Newfoundland, commission, agency, hospital, or other entity mentioned in Section A.5.

B. Constitution of Classification Appeal Board

1. There shall be a board to be known as the Classification Appeal Board, consisting of a Chairperson and members to be appointed by the Lieutenant-Governor in Council to serve for a period of one year in the first instance, subject to extension for further periods at the discretion of the Lieutenant-Governor in Council.

2. The Appeal Board is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures. Changes in these procedures shall be recommended for approval only after co-ordination with the Classification Appeal Board, and the Treasury Board Secretariat.
3. A quorum for the Appeal Board shall consist of three members including the Chairperson or Acting Chairperson.
4. In the absence of the Chairperson from a meeting of the Appeal Board, the members present shall appoint one of their members as Acting Chairperson.
5. The Appeal Board may hold hearings on appeals and may require an appellant to appear before it at any time and in any place in the province it may deem desirable.
6. The Chairperson and members of the Appeal Board shall be compensated for their services at such rates as Treasury Board may approve.
7. Expenses incurred by the Appeal Board in the performance of its duties and such out-of-pocket expenses incurred by an appellant appearing before the Appeal Board at its request shall be paid from public funds, subject to Treasury Board approval.
8. The Appeal Board shall be provided with such staff and facilities, e.g. office accommodations, etc. as the Treasury Board may deem necessary to assist it in its work.
9. A commission shall be issued to the Appeal Board, pursuant to Section 2 of the Public Enquiries Act, conferring upon it the powers set forth in the said section.

C. Procedures

1. The process of review pursuant to these procedures shall be available to an organization if the organization considers that a position has been improperly classified by the Classification and Compensation Division of the Public Service 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 and Compensation Division of the Public Service Secretariat.

2. A review or appeal 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. A request for review shall be submitted to the Director of Classification and Compensation

Division, the Public Service Secretariat, Confederation Building, St. John's, A1B 4J6 in writing stating:

- the employee's full name;
 - name of the employing organization and place of work;
 - the classification in respect of which the review is requested;
 - details of the reason(s) why the employee, or the department head on behalf of the organization, considers the present classification is incorrect and the justification for the classification which is considered to be correct.
4. The Classification and Compensation Division shall consider individual and group-type requests within 30 days of receipt and within a further 30 days, shall notify the employee(s) in writing of its decision thereon.
 5. A request for review shall be regarded as closed:
 - when a decision is rendered thereon by the Classification and Compensation Division;
 - if the employee(s) requests in writing the withdrawal of the request for review;
 - in the event of the employee's separation from the organization for any reason including resignation, removal, abandonment of position, incompetence, retirement, death, and so on;
 - if the permanent head, in the case of an organization request for review, requests in writing the withdrawal of the request for review.
 6. It shall be the responsibility of the permanent head to notify the Director, Classification and Compensation Division of the effective date of employee's separation from the organization.
 7. All documents and evidence relating to a review shall be maintained in special files by the Classification and Compensation Division. Copies of such review materials shall be furnished to the Classification Appeal Board upon its request.
 8. If an employee is dissatisfied with the decision of the Classification and Compensation Division an appeal of the decision may be submitted to the Classification Appeal Board.
 9. All such appeals shall be submitted to the Appeal Board in writing (in duplicate) within a period of not more than fourteen (14) days after the receipt by an employee of notification of the Classification and Compensation Division's decision as above mentioned.
 10. An appeal shall not be submitted to the Appeal Board on any grounds which differ from the grounds upon which a review by the Classification and Compensation Division has been requested by the employee or a group of employees and no such appeal shall be entertained by the Appeal Board. In such a case, the employee or group of employees shall first approach the Classification and Compensation Division seeking a further review on the basis of the new circumstances involved.

11. The Appeal Board shall consider and rule only upon appeals received from an individual employee, or group of employees having identical classifications, provided that such employee or group shall first have submitted a request to the Classification and Compensation Division for a review of the classification in accordance with section 3 of Part C and shall have been notified in writing of the Division's decision on the request.
12. The Appeal Board has the right to refuse to receive or hear an appeal if it considers that the grounds on which the appeal it submitted are irrelevant or not in accordance with sections 1 and 2 of Part C.
13. The employing organization concerned shall allow time off from regular duties to any employee who is required by the Appeal Board to appear before it 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.
14. On receipt of an appeal from an employee or a group of employees, the Appeal Board shall request the Classification and Compensation Division to assemble all pertinent information prepared as a result of the classification review, a copy of which will be given to the appellant and the immediate supervisor by the Classification Appeal Board.
15. Where the appellant requires clarification on any point contained in the classification file or wishes to comment on any aspect of the classification file, he/she must file with the Board within fourteen (14) days of receiving the file, a written statement including any supporting documentation which details his/her questions or comments.
16. A copy of the appellant's written statement and copies of supporting documentation will be sent by the Classification Appeal Board, within three (3) days of receipt, to the Classification and Compensation Division who may respond or be requested to respond in writing within fourteen (14) days to the points or observations raised by the appellant. Such response shall be forwarded by the Classification Appeal Board to the appellant within three (3) days of receipt. This cumulative documentation shall then constitute the entire file to be considered by the Board.
17. Where the Board is satisfied that all relevant documentation is on file, it shall determine whether an appeal is warranted or if a decision can be rendered on the basis of the written documentation provided.
18. When the Board renders a decision on the basis of the written documentation, notification of such decision shall be forwarded to the appellant, his/her designate, Treasury Board and the employing agency.
19. If a hearing is warranted, the appellant, a permanent head or management designate and a representative of Classification and Compensation Division may be requested to appear

before the Board.

20. Appellants are to be given two opportunities to postpone appeal hearings after which appeals will then be withdrawn by the Board.
21. The hearing will be presided over by the Chairperson or Acting Chairperson of the Appeal Board who will retain control over the conduct of the hearing and who will rule on the relevancy of any questions or points raised by any of the parties of the hearing.
22. The Chairperson or Acting Chairperson may adjourn the hearing and order the appearance of any person or party who, at the Appeal Board's discretion, it deems necessary to appear to give information or to clarify any points raised during the hearing.
23. Following the conclusion of the hearing, the Board will deliberate on and consider all relevant evidence and supporting information. Within fifteen (15) working days of reaching a decision, the Board shall inform the appellant in writing over the signature of the Chairperson or the Acting Chairperson. Where applicable, copies of the decision will be forwarded to the appellant's representative, Treasury Board and the employee's department for appropriate action.
24. The powers of the Board are curtailed to classification changes within respective bargaining units while avoiding grade level changes, with the sole authority to make grade level changes for occupational groups to be vested in the Collective Bargaining process and any associated costs to be funded directly from the negotiated general salary increases for that bargaining year.
25. The Board is required to submit written reasons to the Classification and Compensation Division for those decisions that result in classification changes.
26. The processing of any classification change shall be subject to Treasury Board's Personnel Administration Procedures.
27. The decision of the Appeal Board on an appeal is final and binding on the parties to the appeal. The majority opinion of the Board shall prevail and there shall be no minority report.
28. An appeal shall be regarded as closed:
 - when a decision is rendered thereon by the Classification Appeal Board;
 - if the appellant requests in writing the withdrawal of the appeal;
 - in the event of the appellant's separation from the organization for any reason including resignation, removal, abandonment of position, incompetence, retirement, death and so on; or
 - if the appellant postpones a hearing in accordance with Section 20 of Part C.
29. It shall be the responsibility of the permanent head to notify the Chairperson,

Classification Appeal Board of the effective date of an appellant's separation from the organization.

This is not the official version.

APPENDIX "D"**SUMMARY OF GROUP INSURANCE BENEFITS
FOR MEMBERS OF THE
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR PLAN**

The Employee Benefits Booklet contains a more detailed description of the benefits of 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 www.gov.nl.ca/hrpm for further information.

BENEFITS**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 \$400,000.

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 or reduction date, 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 dependents are insured under the plan, the insurance company will pay you \$6,000 in respect of your spouse and \$3,000 in respect of each insured dependent child. This applies to those employees with family coverage only.

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:

- Life
- Both Hands or Both Feet
- Entire Sight of Both Eyes
- One Hand and One Foot
- One Hand and Entire Sight of One Eye
- One Foot and Entire Sight of One Eye
- Speech and Hearing in Both Ears
- Use of Both Arms or Both Legs or Both Hands
- 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)

75% of Principal Sum For Loss of:

- One Arm or One Leg
- Use of One Arm or One Leg

66 2/3% of Principal Sum For Loss of:

- One Hand or One Foot
- Entire Sight of One Eye
- Speech or Hearing in Both Ears
- Use of One Hand or One Foot

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

- Thumb and Index Finger of One Hand
- Four Fingers of One Hand

16 2/3% of Principal Sum of Loss of:

- All Toes of One Foot
- Hearing in One Ear

"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.

Benefits are not payable if loss results from or was associated with:

- suicide or self-destruction or any attempt thereat while sane or insane;
- declared or undeclared war, insurrection or participation in a riot;
- active full-time service in the armed forces of any country; and
- air travel in any aircraft not properly licensed or flown by a pilot not properly certified.

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

- | | |
|------------------------|----------------------------|
| Repatriation Benefit | Spousal Retraining Benefit |
| Rehabilitation Benefit | Seat Belt Benefit |
| Education Benefit | In-hospital Indemnity |

WAIVER OF PREMIUM PROVISION

If an insured member becomes totally disabled before age 65, the group life, dependent life and accidental death and dismemberment, voluntary accidental death and dismemberment, and voluntary term life insurance may be continued to age 65 without payment of premiums. To have premiums waived, the employee **must** be totally disabled for at least six months, at which time claim forms must be submitted on a timely basis. Proof of prolonged disability may be required every year.

HEALTH INSURANCE BENEFITS FOR MEMBERS AND DEPENDENTS

Hospital Benefit

If you or any of your insured dependents are confined in a hospital on the recommendation of a physician, coverage is provided for **semi-private room** accommodation at 100%, to a daily maximum of \$85.00

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 professional fee plus any applicable surcharge. 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. Some drugs may require special authorization, details of the special authorization process are outlined in the Employee Benefits Program 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;
- b) Up to 100% of covered eligible expense of \$125 for eyeglass lenses and frames and 100% of a covered eligible expense of \$175 for bifocal lenses and frames limited to one expense in every three calendar years. And \$225 for trifocal lenses and frames limited to one expense in every three calendar years. Once in a calendar year for dependent children **under age 18 if a change in the strength of the prescription is required**. 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) Up to 80% of the covered eligible expenses of \$250 in two calendar years for the purchase of contact lenses prescribed for severe corneal scarring, keratoconus or aphakia, provided vision can be improved to at least a 20/40 level by contact lenses, but cannot be improved to the level by spectacle lenses.
- d) one pair of eyeglasses when prescribed by an Ophthalmologist following surgery, to 80% 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 or bifocal, 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 and the Vision Care Claim 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, wheelchair rental, braces, crutches, deep x-rays, ambulance service, chiropractors, to name a few. Pre-authorization is now required for the rental and/or purchase of all durable equipment and all Nursing Care/Home Care benefits. Effective April 1, 1997, insured employees/retirees and/or their

dependents are required to obtain pre-approval for these services by calling the insurance carrier. 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 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:

- injury or illness due to war or engaging in a riot or insurrection;
- aesthetic surgery (cosmetic surgery for beautification purposes);
- services required due to an intentional self-inflicted injury;
- delivery charges;
- hearing tests;
- pregnancy tests;
- injury or illness for which you or your dependents are covered under Worker's Compensation or a similar program;
- services or supplies received from a dental or medical department maintained by your employers, a mutual benefit association, labour union, trustee or similar type group;
- services or supplies which are covered under a government hospital plan, a government health plan or any other government plan;
- expenses for contraceptives other than oral contraceptives;
- expenses for vitamins (except injectables), minerals, and protein supplements (other than expenses that would qualify for reimbursement under Eligible Expenses under the Drug Benefit);
- expenses for diets and dietary supplements, infant foods and sugar or salt substitutes;
- expenses for drugs which are used for a condition or conditions not recommended by the manufacturer of the drugs;
- experimental products or treatments for which substantial evidence, provided through objective clinical testing of the product's or treatment's safety and effectiveness for the purpose and under the conditions of the use recommended does not exist to the satisfaction of the insurer/administrator.
- expenses for lozenges, mouth washes, non-medicated shampoos, contact lens care products and skin cleaners, protectives, or emollients.

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 the Group Travel Insurance is now limited to a maximum of ninety (90) days per trip for travel within Canada. Coverages commences from the actual date of departure. The current 30 day period per trip for travel outside Canada will still apply. There will be no coverage for travel outside Canada under this program following the first 30 days of a trip outside the participants' province of residence. Additional coverage is available from Desjardins Financial Security 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 a member of either the Public Service Pension Plan or the Uniformed Services Pension Plan.

Optional Dental Care Insurance

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

Optional Critical Conditions Insurance

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

GENERAL INFORMATION

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

Spouse

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

Dependent Children

- your or your spouse's unmarried, natural, adopted, foster or step-children, including a child of an unmarried minor dependent, who are:
 - (a) under 21 years of age and dependent upon you for support and maintenance;
 - or
 - (b) under 25 years of age and in full-time attendance at a university or similar institution and dependent upon you for support and maintenance; or
 - (c) age 21 or over who, by reason of mental or physical infirmity, are incapable of self-sustaining employment, and are dependent upon you for support and maintenance and who were insured under the plan on the day before they reached age 21.

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, active employees, including part-time employees who work at least 50% of the regular work week, are required to participate in the group insurance program from the first day of employment. All retired employees who are receiving a pension from either the Public Service Pension Plan or the Uniformed Services Pension Plan may elect to continue

coverage.

- all temporary employees, if hired for a period of more than three months, are covered under the program from the first day of employment. Employees who are hired for a period of less than three months, who have their contract extended to at least six months, are required to participate from the date of notification that the contract was extended.
- seasonal, recurring employees are covered under the plan during their term of active employment. During periods of lay-off, provided they do not work for another employer during such lay-off, an employee has the option to continue coverage. **However, coverage will not continue unless a "Continuation of Coverage" form is completed, signed and given to your Staff Clerk/Administrator prior to your leaving.**
- 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. Coverage will be reduced on the first of the month following the date of retirement or age 65, whichever occurs first. For continuation of coverage to become effective, a Continuation of Coverage Form must be signed prior to the last day worked.
- upon attainment of 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, who on the date of your death was insured under the plan, may have the option of continuing in the group insurance program.

APPENDIX "E"

LIST OF EMPLOYERS COVERED AS PER ARTICLE 44, CLAUSE 44.04

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 Liquor Corporation
Workplace Safety and Health Compensation Commission
Ushers

AGREEMENTS (CUPE)

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

**MEMORANDUM OF UNDERSTANDING
RE APPLICATION OF CLAUSE 7:01**

The parties agree that the provision of natural support in the working environment by an employee of a secondary Employer is not a breach of Clause 7:01.

Natural support is assistance given to the client by an employee of a secondary Employer. This assistance would be incidental to the client's work but would not be the work itself. Examples would include reminders as to time or job focus, worksite access assistance, etc.

Definition:

St. John's Campus includes Prince Philip Drive, Ridge Road in the city of St. John's and Seal Cove, Conception Bay sites.

SIGNED ON BEHALF OF
TREASURY BOARD

SIGNED ON BEHALF OF THE
NEWFOUNDLAND LABRADOR
ASSOCIATION OF PUBLIC AND
PRIVATE EMPLOYEES

Witness

Witness

This is not the official version.

***MEMORANDUM OF UNDERSTANDING**
AGREEMENT ON PENSIONS

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.

This is not the official version.

***MEMORANDA OF UNDERSTANDING**
CLASSIFICATION PLAN

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

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

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

The ratings of the positions will be conducted by the staff of the Classification and Compensation Division of 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.

***LETTER OF UNDERSTANDING
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.