



GOVERNMENT HOUSE  
COLLECTIVE AGREEMENT

BETWEEN

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

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
and its Local 2543

SIGNED: August 13, 2008

EXPIRES: March 31, 2012

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

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

of the one part;

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, and its Local 2543;

of the other part;

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

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\* Designates clauses which have changed from the last Collective Agreement.

## **ARTICLE 1**

### **PREAMBLE**

- 1.01 It is the purpose of both parties to this Agreement:
1. To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
  2. To recognize the mutual value of joint discussions and negotiations on certain matters pertaining to working conditions, employment, service, etc.;
  3. To encourage efficiency in operations;
  4. To promote the morale, well being and security of all employees in the bargaining unit of the Union; and
- 1.02 It is now desirable that methods of bargaining and certain matters pertaining to the working conditions of the employees be drawn up in a collective agreement.
- 1.03 In the event that any law passed by the Government applying to employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of this Agreement.
- 1.04 In the event that there is a conflict between the context of this Agreement and any regulation or policy made by the Employer, this Agreement shall take precedence over the said regulation or policy.
- 1.05 Whenever the singular, masculine or feminine is used in this agreement, it shall be considered as if plural, feminine or masculine has been used where the context of the party or parties hereto so require.

## ARTICLE 2

### MANAGEMENT RIGHTS

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

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 question shall be decided through the grievance and arbitration procedure.

2.02 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination exercised or practised 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, ethnic, national or social origin, religion, political affiliation, sex or marital status, sexual orientation, physical or mental disability, place of residence, nor by reason of his/her membership or activity in the Union.

This Clause does not apply to the Employer's regulations relating to retirement or the pension plan.

2.03 Employee Rights

Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to his immediate Supervisor.

\* 2.04 Personal Harassment

The Employer and the Union recognize the right of all employees in the Public Service to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer agrees to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined. In situations where the Employer and the Union undertake a joint investigation and the Union is in agreement with any discipline imposed, it shall not support any grievance arising from this action. The Employer and the Union agree that victims of harassment shall be protected, where possible, from the

repercussions which may result from a complaint.

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

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

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

### **ARTICLE 3**

#### **RECOGNITION**

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2543 as the sole and exclusive bargaining agent for all classes of employees listed in Schedule "A", but excluding from such classes special groups as listed in Schedule "B".

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

3.03 Work of the Bargaining Unit

Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, the performance of work of a bargaining unit nature which forms part of a non- bargaining unit position, or in the event of an emergency when the regular employee is not readily available.

3.04 No Other Agreements

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this collective agreement.

**ARTICLE 4**

**UNION MEMBERSHIP REQUIREMENT**

- 4.01 All employees of the Employer who, on the date of signing of this collective agreement, are members of the Union, shall remain members of the Union, provided they continue to occupy a bargaining unit position.
- 4.02 All employees of the Employer who, on the date of signing of this collective agreement, are not members of the Union, may choose to become a member of the Union at any time during the term of this collective agreement.
- 4.03 All new employees hired after the date of signing of this collective agreement shall become and remain members of the Union, provided they continue to occupy a bargaining unit position.

**ARTICLE 5**

**CHECKOFF OF UNION DUES**

5.01 Checkoff Payments

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

5.02 Deductions

The Employer agrees to deduct from the first payroll of each month the Union dues from the earned wages of all employees coming within the scope of the bargaining unit and forward same to the national Secretary-Treasurer of the Canadian Union of Public Employees not later than the 20th day of each month. The Employer will forward to the Union with the first dues deduction cheque following the signing of this Agreement a list which shows the employee's full name and Social Insurance Number and/or payroll number. Each month thereafter, a list showing additions and deletions will be forwarded to the Secretary-Treasurer of the Union.

5.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

**ARTICLE 6**

**NEW EMPLOYEES**

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

**ARTICLE 7**

**LABOUR-MANAGEMENT BARGAINING RELATIONS**

7.01 Union Bargaining Committee

A Union bargaining committee shall be elected or appointed to negotiate with the Employer and shall consist of not more than two (2) members of the Union. The Union will advise the Employer of the Union members on the Committee at least two (2) weeks prior to the commencement of negotiations.

7.02 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Access to the Employer's premises shall not be unreasonably withheld provided sufficient advance notice has been given in order to investigate and assist in the settlement of a grievance.

7.03 Time Off for Meeting

Any official representative of the Union on the Bargaining Committee who is in the

employ of the Employer shall have the right to attend meetings held within working hours without loss of remuneration.

7.04 Labour Management Committee

a) A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer.

b) Meetings of Committee

The Committee shall meet at least once each two months or a lesser number of times as agreed by the Committee. Employees shall not suffer any loss of pay for time spent with this Committee. An Employer and Union representative shall be designated joint chairpersons and shall alternate in presiding over meetings. Minutes of each meeting shall be prepared and signed by joint chairpersons as promptly as possible after the close of each meeting. The Secretary of the Committee shall be responsible for the distribution of minutes to Committee members.

c) Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matters of collective bargaining, including the administration of this collective agreement, but it shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

**ARTICLE 8**

**GRIEVANCE PROCEDURE**

8.01 Shop Steward

The Employer will recognize the Shop Steward elected or appointed by the Union. The Union will notify the Employer in writing of the name of the Shop Steward before the Employer will be required to recognize him/her. There shall be only one Shop Steward, however, the Union may name an alternate employee to act in the absence of the regular Shop Steward.

8.02 Permission to Leave Work

The Union recognizes that the Shop Steward is employed full- time by the Employer and

that he will not leave his or her regular work duties without first obtaining the permission of his or her supervisor. Such permission will not be unreasonably denied.

8.03 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, or alleged violation of the terms of this collective agreement.

8.04 Types of Grievances

For the purpose of this collective agreement, there shall be four (4) types of grievances as follows:

- a) Employee grievance - a grievance initiated by an individual employee.
- b) Group grievance - a grievance submitted by, or on behalf of, two or more employees alleging the same violation of the collective agreement, such a grievance shall commence at Step 2.
- c) Union grievance - a grievance initiated by the Union which involves a question of general application or interpretation of the collective agreement. Steps 1 and 2 of the Grievance Procedure may be by-passed for this type of grievance.
- d) Employer grievance - a grievance initiated by the Employer.

\* 8.05 Grievance Procedure

Subject to Clauses 8.04 and 8.06, grievances shall be processed in the following manner:

Step 1

An employee who alleges that he/she has a grievance shall first present the matter to the Shop Steward within three (3) working days after becoming aware of the incident which gave rise to the grievance.

Step 2

If the Steward considers the grievance to be justified, then the grievance shall, within four (4) working days of the receipt of the grievance by the Shop Steward, be submitted to the Private Secretary to the Lieutenant-Governor.

Step 3

If the employee fails to receive a satisfactory answer to the grievance within five (5) working days after filing the grievance at Step 2, he/she may, within a further five (5) working days, submit his/her grievance to the Deputy Clerk of the Executive Council.

#### Step 4

If the grievance is still not satisfactorily resolved by the foregoing procedure, the Union may, within ten (10) working days immediately following receipt of the decision given at Step 3, submit the grievance to arbitration.

#### 8.06 Employer Grievance

Where the Employer has a grievance, it shall be submitted in the first instance to the President of the Union Local. Should the matter not be satisfactorily resolved within ten (10) days after the matter was submitted to the President, the Employer may refer the matter to arbitration.

#### 8.07 Submission of Grievances and Replies

Any grievance shall be submitted in writing specifying the particular section(s) of the collective agreement which has allegedly been violated, as well as written particulars as to the redress requested. Replies to grievances stating reasons shall be in writing at all stages.

#### 8.08 Time Limits

The time limits specified in the Grievance Procedure may only be changed, in writing, by mutual agreement of the parties.

#### 8.09 Technical Objections to Grievances

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

\* 8.10 The termination of a probationary employee is not subject to the Grievance or Arbitration Procedure, except on the grounds of alleged discrimination.

8.11 In the case of the dismissal of a permanent employee, a grievance may be submitted in the

first instance at Step 3 as outlined in Clause 8.05.

## **ARTICLE 9**

### **ARBITRATION**

- 9.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail, addressed to the other party of the Agreement, indicating the name of its nominee to the arbitration board. Within fourteen (14) calendar days thereafter, the other party shall answer by registered mail indicating the name of its nominee to the arbitration board. The two nominees shall then, within fourteen (14) days after the appointment of the second of them, select an impartial chairperson for the Board.
- 9.02 If the party receiving notice fails to appoint an arbitrator within the specified time limit, or if two (2) nominees fail to agree upon a chairperson within the specified time limit, the Minister of Human Resources, Labour and Employment shall, on the request of either party, make the necessary appointment.
- 9.03 The decision of the Board of Arbitration shall be final, binding and enforceable on all parties. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, subject to that provision, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable, including a determination that a grievance is not arbitrable.
- 9.04 Expenses of the Board
- Each party shall pay:
- (1) the fees and expenses of the nominee it appoints; and
  - (2) one-half of the fees and expenses of the chairperson.
- 9.05 Amendment of Time Limits
- The time limits fixed in the arbitration procedure may be extended only by written mutual agreement between the parties.
- 9.06 Single Arbitrator
- The parties may mutually agree to the appointment of a single arbitrator instead of an arbitration board, in which event the foregoing provisions shall apply with the necessary

changes.

9.07 Expedited Arbitration

Subject to agreement of both parties, a form of expedited arbitration ("1" or "2") may be used following Step 3 of the Grievance Procedure. The processes are as follows:

Expedited "1"

- 1) In any dispute of interpretation or application of the Collective Agreement, the parties agree to submit a written brief detailing only the arguments of the respective parties to a single arbitrator within twenty-one (21) calendar days of the referral to arbitration.
- 2) The single arbitrator must be agreed to by both parties within seven (7) calendar days of the referral to arbitration, and the appointed arbitrator must be willing to render a verbal decision within two (2) calendar days following receipt of each party's written brief.
- 3) Decisions will be non-precedential and without prejudice for any subsequent grievance of a similar nature.

Expedited "2"

- 1) In any dispute of interpretation or application of the Collective Agreement, the parties agree to submit a written brief and present oral arguments to a single arbitrator within one (1) month of the referral to arbitration.
- 2) The single arbitrator must be agreed to by both parties within seven (7) calendar days of the referral to arbitration and the appointed arbitrator must be willing to render a written decision within ten (10) calendar days following presentation of each party's written briefs and oral arguments.
- 3) The single arbitrator may, for the purpose of clarification, request the appearance of witnesses for questioning at the time of the hearing, or, during the decision period when the arbitrator may convene an additional meeting.

Both parties retain access to the complete arbitration process described in Article 9 of the Collective Agreement if they do not wish to implement expedited arbitration "1" or "2".

Decisions of the arbitrator will be binding on both parties within the guidelines of The Public Service (Collective Bargaining) Act, 1973.

Expenses will be shared on a 50/50 basis.

**ARTICLE 10**

**DISCIPLINE**

- 10.01 (a) An employee who is suspended or discharged shall, within five (5) working days of such discharge or suspension, be provided with written particulars and reasons for the suspension or discharge.
- (b) Every employee shall be notified of the name of his/her immediate designated supervisor.
- 10.02 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 11**

**SENIORITY**

- 11.01 Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to certification.
- 11.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two or more employees commenced work on the same day and are not able to resolve the matter of seniority among themselves, the "tie breaker" mechanism shall be a random method such as a draw of names. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in January of each year.
- 11.03 A newly hired employee shall be on probation for the first six months of his employment. Subject to Clause 8.10, the employee shall be entitled to all rights and benefits of this agreement. After completion of the probationary period, seniority shall be effective from the last entry into employment with the Employer.

11.04 Loss of Seniority

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

- (a) he/she is discharged for just cause and is not reinstated;
- (b) he/she resigns or retires and is not re-employed within thirty (30) calendar days;
- (c) he/she has been laid off in excess of twenty-four (24) consecutive months;
- (d) he/she fails to return to work within fourteen (14) calendar days following recall from lay-off and after receiving notice by registered mail to do so;
- (e) he/she is absent from work for five (5) consecutive days without notifying his/her supervisor, giving a satisfactory reason for such absence.

11.05 Employees may accumulate seniority during periods of unpaid leave, provided the employee would not have been laid off during the period of unpaid leave. Employees on any form of paid leave shall be eligible to accumulate service credits for seniority purposes.

**ARTICLE 12**

**PROMOTIONS, DEMOTIONS AND STAFF CHANGES**

12.01 Job Postings

- (a) When a new position is created, or when a vacancy occurs either inside or outside the bargaining unit, and in respect of which the Employer has decided the position will be filled, the Employer shall post notice of the position in the Employer's offices and on all bulletin boards for a minimum of one week so that all members will know about the vacancy or new position.
- (b) Persons on lay-off shall receive all job postings, upon written request to the Employer.

12.02 Notice of job competitions shall contain the following information:

- (a) the classification title, and, where applicable and required, the organizational title;
- (b) description of the position;

- (c) salary range;
- (d) closing date; and
- (e) shift work, where applicable.
- (f) "this position is open to both male and female applicants".

12.03 Outside Applicants

No outside applicant for a position shall be selected until the applications of present employees have been fully processed.

12.04 Role of Seniority in Promotions and Transfers

Employees who apply for a position involving a promotion or transfer shall be considered on the basis of qualifications and abilities. Where these factors are judged to be relatively equal between applicants, seniority shall apply.

12.05 Trial Period

The successful applicant under 12.04 above shall be placed on trial for a period of three (3) months, or for a lesser period of time as determined by the Employer. Conditional on satisfactory service, the employee shall be declared permanent after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

12.06 Rates of Pay on Promotion and Demotion

- (a) An employee who is successful in applying for a position and is promoted to a position carrying a higher pay level shall be placed at a point on the new salary range which exceeds the employee's current salary by at least 5% but not to exceed the maximum of the new scale. Should the employee's new scale fall between two steps on the new scale, the employee's salary will be adjusted to the higher of the two.
- (b) The rate of pay of an employee voluntarily demoted shall be established at a point on the new pay range which does not exceed his/her existing rate. If his/her existing rate falls between two steps on the new pay range, it shall be adjusted to the lower step, and if his/her existing rate exceeds the maximum for the new pay range, it shall be reduced to the maximum.

- (c) The rate of pay of an employee involuntarily demoted for other than disciplinary reasons or for other than incompetence or unsuitability shall be established at a point on the new scale which is equivalent to his existing rate. If his existing rate falls between two steps, it shall be adjusted to the higher rate. If his existing rate is above the maximum for the new pay range, the existing rate shall be red-circled.

12.07 A permanent employee who obtains a temporary position shall retain his/her permanent status.

### **ARTICLE 13**

#### **LAY-OFF AND RECALL**

- 13.01 (a) Lay-off means the termination of employment of an employee because of the abolition of a post, and does not include the termination of employment of casual or temporary employees.
- (b) For purposes of this Article, bumping rights may be exercised in the event employees' hours of work are reduced.

#### 13.02 Role of Seniority on Lay-off

- (a) Where the Employer determines that a layoff is required, the employee(s) in the classification affected by the layoff who have the least seniority shall be the first employee(s) laid off, provided that the employee(s) being retained have the qualifications and ability to perform the duties required.
- (b) An employee affected by a layoff shall displace any employee in his/her classification who has less seniority provided he/she has the qualifications and capability to perform the work required. Should there be no position within his/her classification for which he/she is qualified, he/she shall displace any less senior employee in any lateral or lower classification provided he/she has the qualifications and capability to perform the work required. The displaced employee may displace any less senior employee in his/her regular, lateral or lower classification, provided he/she has the qualifications, and capability to perform the work required.

13.03 Role of Seniority on Recall

In the event of a recall, those employees on lay-off status who have the most seniority shall be the first employees recalled, provided that those employees being recalled with this procedure are qualified and able to perform the duties required.

13.04 No New Employees

No new employees shall be hired until any employees on layoff status have been notified of the vacancy and have been given an opportunity to apply for the position to be filled.

13.05 Grievances concerning layoffs and recalls shall be initiated at Step 4 of the Grievance Procedure.

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

**ARTICLE 14**

**HOURS OF WORK**

14.01 The normal work week/work day shall be as follows, exclusive of the meal break:

<u>Classification</u>	<u>Work Week</u>	<u>Work Day/Shift</u>
Domestic Worker	35 hours	7 hours
Chauffeur	37.5 hours	7.5 hours
Gardener II	40 hours	8 hours
Chef	35 hours	7 hours

- 14.02 (a) The hours and days of work for each employee working rotating shifts shall be posted at least two (2) weeks in advance.
- (b) There shall be no split shift.
- (c) No employee shall be compelled to work more than seven (7) consecutive days in a ten (10) day period unless otherwise mutually agreed between the employee and the supervisor.

14.03 Paid Rest Period

An employee shall be permitted one fifteen (15) minute rest period during the first half of the shift and one fifteen (15) minute rest period during the second half of the shift, whichever is applicable. These rest periods shall be scheduled by the Employer.

14.04 Days Off

- (a) Subject to Clause 14.05, employees working rotating shifts shall be scheduled for every second weekend off.
- (b) Days off shall be allocated at the rate of the minimum of two (2) consecutive days off except where mutually agreed between the employee and the supervisor.

\* 14.05 Exchange of Shifts

Employees may exchange their days off, with the prior approval of the private Secretary to the Lieutenant-Governor (or his designate). It is understood that when employees voluntarily exchange shifts, Article 15 - Overtime, will be applied as if the posted schedule had been followed.

\* 14.06 Rescheduling of Shifts

Subject to Clause 14.05, when an employee's days off are changed or rescheduled within forty-eight (48) hours of the originally scheduled days off, he shall be paid double time for hours worked on the originally scheduled days off.

14.07 Change of Shift

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

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

\* 14.08 Shift Differential

A shift differential as outlined below shall be paid for each hour the employee works between the hours of 1600 on one day and 0800 hours on the following day provided that the shift includes hours after 1800 hours.

April 1, 2008      \$0.72

**ARTICLE 15**

**OVERTIME**

15.01 Overtime Defined

All time worked in excess of the normal daily or weekly hours of work shall be considered overtime, and shall be compensated for at the rate of time and one-half.

15.02 The Employer will make every reasonable effort to divide overtime and callback equally among employees who are qualified and readily available to work.

15.03 Callback

- (a) Subject to sub-clause (b) below, 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 the normal overtime rate, provided that the period worked is not contiguous to his/her scheduled working hours.
- (b) 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 three (3) hour minimum, receives the benefit of the three (3) hour minimum only once. However, should the total time on one or more calls exceed the three (3) hour minimum, the employee will be compensated for the actual time worked at the normal overtime rate.

15.04 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may be granted, with the approval of the Employer, time off in lieu of overtime at the appropriate overtime rate. Such time off shall be granted at a time to be mutually agreed between the employee and the Employer.

15.05 Overtime

The Employer will make every reasonable effort to give employees who are required to work overtime adequate notice of this requirement.

**ARTICLE 16**

**HOLIDAYS**

16.01 Paid Holidays

The Employer recognizes the following as paid holidays:

- |                      |                      |
|----------------------|----------------------|
| 1. New Year's Day    | 8. Orangeman's Day   |
| 2. St. Patrick's Day | 9. Regatta Day       |
| 3. Good Friday       | 10. Labour Day       |
| 4. St. George's Day  | 11. Thanksgiving Day |
| 5. Commonwealth Day  | 12. Armistice Day    |
| 6. Discovery Day     | 13. Christmas Day    |
| 7. Canada Day        | 14. Boxing Day       |

16.02 Compensation for Holidays Falling on Saturday or Sunday

When any of the above mentioned holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day, shift workers shall observe the day

proclaimed as a holiday for calculation of benefits under Article 16 - Holidays. All other employees shall observe the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) as the holiday.

16.03 Pay for Regularly Scheduled Work on a Holiday

When an employee is scheduled to work on a holiday, he shall be compensated in addition to the pay he would be entitled to had he not worked on the holiday as follows:

- (a) time off with pay at the rate of time and one-half (1 1/2) for each hour worked, at a later date to be mutually agreed between the permanent head and the employee; or
- (b) the employee may choose to receive pay in lieu of time off at the rate of time and one-half (1 1/2) for all hours worked on the holiday.

16.04 Holiday Falling on the Day of Rest

- (a) When a calendar day designated as a holiday under Clause 16.01 coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a later date approved by the Employer or at the employee's option, he/she shall receive one (1) day's pay to compensate for the holiday.
- (b) When a holiday falls on an employee's day of rest, and he is required to work on such a holiday, he shall receive two (2) hours of pay for each hour worked on that day and in addition he shall receive one (1) hour off for each hour worked. The employee may request time off in lieu of overtime payment provided that such time off must be granted on the basis of two (2) hours off for each hour worked, within two (2) months of incurring the overtime. If such time off cannot be given within two (2) months and at the convenience of the employee, he shall be paid at the applicable rate or with mutual agreement between the employee and the Supervisor, the employee may receive time-off in lieu.

16.05 Christmas and New Year's Leave

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

**ARTICLE 17**

**VACATIONS**

17.01 Length of Vacation

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

Less than one year - 1 1/4 working days for each month

One year but less than ten (10) years - 15 working days

10 - 25 years - 20 working days

In excess of 25 years - 25 working days

17.02 Compensation for Holidays Falling Within Vacation Schedule

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

17.03 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

17.04 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave or bereavement leave during his/her period of

vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, to be mutually agreed between the Employer and the employee.

- 17.05 The Employer will make every reasonable effort not to recall an employee to duty after he or she has proceeded on vacation.
- 17.06 (a) No vacation leave may be taken by an employee until he/she has not less than sixty (60) days of service prior to taking leave.
- (b) 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.
- (c) When an employee becomes eligible for a greater amount of annual leave, he/she shall be allowed in the year in which the change occurs, a portion of the additional leave for which he/she has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days.
- (d) Part-time employees working more than 50% of the scheduled weekly hours of work shall be eligible for annual leave in accordance with this Article on a pro-rata basis.
- 17.07 Sick leave awarded in accordance with Clause 18.08 or periods of leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for vacation leave purposes. In making adjustments to an employee's vacation leave records, leave entitlement will be calculated by rounding to the nearest half day.
- 17.08 (a) Vacation schedules shall be posted no later than May 1st of each year. At the employee's discretion and where possible, the Employer will schedule vacations to commence following an employee's regular day off.
- (b) Upon request, the Employer will endeavour to permit two domestic workers to receive their vacations at the same time.
- \* 17.09 In respect of leave which may be carried forward to subsequent years, an employee may carry forward to another year any proportion of annual leave not taken by him/her in previous years until, by doing so, he/she has accumulated a maximum of:
- (i) twenty (20) days annual leave, if he/she is eligible for fifteen (15) or twenty (20) days in any year;
- (ii) twenty-five (25) days annual leave if he/she is eligible for twenty-five (25) days in any year.

**ARTICLE 18**

**SICK LEAVE**

18.01 Sick Leave Defined

Sick leave means a period of time that an employee has been permitted to be absent from work and without loss of pay by virtue of being sick, disabled, quarantined or because of an accident for which compensation is not payable under Article 19, Injury on Duty.

18.02 Sick Leave Entitlement

- (a) An employee is eligible to accumulate sick leave credits at the rate of two (2) days for each month of service. The maximum number of days which may be awarded to an employee during any consecutive twenty (20) year period shall not exceed four hundred and eighty (480) days.
- (b) Notwithstanding Clause 18.02(a), an employee hired after May 4, 2004 is eligible to accumulate sick leave credits at the rate of one (1) day for each month of service. The maximum number of days which may be awarded to such an employee during any consecutive twenty (20) year period shall not exceed two hundred and forty (240) days.

18.03 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.

18.04 Proof of Illness

The Employer may require an employee to submit a medical certificate satisfactory to the Employer to support any claim for 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 any employee unless he has submitted in respect thereof a medical certificate satisfactory to the Employer.

18.05 Sick Leave During Paid Leave of Absence and Lay-off

When an employee is given paid vacation or paid leave of absence, he/she shall receive sick leave credit for the period of such absence on his/her return to work. When an employee is laid off, he/she shall not receive sick leave credits for such period but shall retain his/her accumulative credit, if any, existing immediately prior to such lay-off, provided that upon recall, the employee still has seniority.

18.06 Extension of Sick Leave

- (a) An employee who has exhausted his/her sick leave credits may be permitted to anticipated sick leave to the end of the year concerned.
- (b) When an employee has used the maximum of sick leave which may be awarded to him/her in accordance with this Agreement he/she may elect, if he/she is still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if he/she is eligible to receive such leave, and if not on special leave without pay to a maximum of one continuous year unless a longer period is mutually agreed upon between the employee and the employer.
- (c) An employee who anticipates sick leave under Clause (a) above who resigns or who is terminated before he/she has been able to earn such leave shall have the value of that leave deducted from any salary payment or other monies owing to the employee.

18.07 Following the close of the fiscal year, the Employer shall advise each employee in writing of the amount of sick leave accumulated to his/her credit.

18.08 Disability Retirement

If it appears, in the opinion of a medical doctor, that it is unlikely that an employee will be able to return to duty after the expiration of his/her accumulated sick leave, the employee may be retired effective when his/her accumulated sick leave has expired or at retirement age, whichever occurs first. If he/she is to be retired, he shall receive such pension award as he/she may be eligible to receive.

18.09 Sick Leave During Leave Without Pay

An employee on leave without pay in excess of twenty (20) days in total in a calendar year or an employee granted sick leave in accordance with Clause 18.08 shall not accumulate sick leave during such periods of absence. Nevertheless, periods of maternity, adoption and parental leave up to thirty-three (33) weeks shall count for sick leave. In making adjustments to an employee's sick leave records, leave accumulation will be calculated by rounding to the nearest half day.

18.10 Month of Service

An employee who is paid full salary or wages in respect of not less than one-half (1/2) of the working days in the first or last calendar month of his/her service shall in each case, be deemed to have had a full month of service for the purpose of Clause 18.02.

**ARTICLE 19**

**INJURY ON DUTY**

19.01 (a) An employee who is unable to perform his duties because of a personal injury received in the performance of his duties shall report the matter to his permanent head as soon as possible.

(b) All employees covered by this agreement shall be covered by the Workplace, Health, Safety, and Compensation Act.

\* 19.02 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 his/her employment shall be terminated, subject to the Human Rights Act.

**ARTICLE 20**

**LEAVE OF ABSENCE**

20.01 Grievance and Arbitration Pay Provision

- (a) An aggrieved employee who is not on suspension and who has not been dismissed, shall not suffer any loss in pay for the time period he/she is required to attend a grievance proceeding or an arbitration board hearing.
- (b) The Shop Steward or employees who are required to appear as witnesses at a grievance proceeding or an arbitration board hearing shall not suffer any loss in pay for the time period they are required to attend such proceedings.

20.02 Leave for Union Functions

Upon written request by the union to the Deputy Clerk of Executive Council and with his approval in writing, authorized union representatives may be granted leave with pay for the purpose of attending official union functions in accordance with the following:

- (a) A maximum of five (5) days in a year for the bargaining unit for employees who will be attending conventions held within the province and sponsored by the Canadian Union of Public Employees or the Newfoundland Federation of Labour.
- (b) A maximum of two (2) days in a year for the bargaining unit for employees who will be attending educational seminars sponsored by the Canadian Union of Public Employees or other labour organizations.

20.03 (a) Paid Bereavement Leave

Subject to sub-clause (b), an employee shall be entitled to bereavement leave with pay as follows:

- (i) In the case of the death of an employee's mother, father, brother, sister, child, spouse, common-law spouse, grandmother, grandfather, mother-in-law, father-in-law, grandchild, or near relative living in the same household, three (3) consecutive work days; and
  - (ii) In the case of his son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) work day.
- (b) If the death of a relative referred to in Clause 20.03(a) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) consecutive work days for the purpose of attending the funeral.
  - (c) In the case where extraordinary circumstances prevail, the Employer at his discretion, may grant special leave with pay for bereavement up to a maximum of two (2) days in addition to that provided in (a) and (b) above.

20.04 Education Leave

With the approval of the Employer, leave may be granted to an employee for educational purposes. The level of pay, if any, and other terms and conditions of such leave, shall be determined by the Employer.

20.05 Leave Without Pay - General

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

20.06 Family Responsibility Leave

- (a) Subject to Clause 20.06 (b), (c) and (d), an employee who is required to:
- (i) attend to the temporary care of a sick family member living in the same household;
  - (ii) attend to the needs 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; and
  - (vi) attend to the needs related to home or family emergencies.

shall be awarded up to three (3) days' paid family leave in any fiscal year.

- (b) In order to qualify for family leave, the employee shall:
- (i) provide as much notice to the Employer as reasonably possible;
  - (ii) provide to the Employer valid reasons why such leave is required; and
  - (iii) where appropriate, and in particular with respect to (ii), (iv) and (v) of Clause 20.06 (a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave or sick leave.
- (d) A temporary employee shall only be granted family leave if he/she reports to work following a recall and subsequently qualifies for family leave during that period for which he/she was recalled.

20.07 Subject to operational requirements and availability of qualified replacement staff, where required, the Employer will approve one (1) month of unpaid leave while granting service

credits for seniority purposes, provided that the employee would not have been laid off during the period of unpaid leave. The month of unpaid leave does not necessarily have to be taken consecutively, but cannot be taken in increments of less than two (2) days at a time.

20.08 Extended Unpaid Leave

Upon written request, a permanent employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled to up to a maximum of twelve (12) months unpaid leave for each two (2) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid-off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks. An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside a bargaining unit.

20.09 Subject to operational requirements and availability of qualified replacement staff, an employee shall be granted unpaid educational leave of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority.

**ARTICLE 21**

**MATERNITY LEAVE/ADOPTION LEAVE/PARENTAL LEAVE**

21.01 An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.

21.02 The permanent head reserves the right to require an employee to commence maternity leave prior to the time specified in Clause 21.01 if the state of her health becomes incompatible with the requirements of her job.

- 21.03 (a) An employee is entitled to a maximum of fifty-two (52) weeks leave under this Clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- (b) An employee may return to duty after giving his/her Permanent Head two (2) weeks notice of his/her intention to do so.
- (c) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- 21.04 (a) Periods of leave up to fifty-two (52) weeks shall count for seniority purposes (including promotions, layoffs and recalls), annual leave, sick leave, severance pay, and step progression.
- (b) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of fifty-two (52) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- (c) 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.
- (d) The Government will endeavour to provide child care services for its employees wherever possible.
- (e) While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through their Human Resource Division.

## **ARTICLE 22**

### **PAYMENT OF WAGES AND ALLOWANCES**

#### 22.01 Pay Days

The Employer shall pay salaries and wages bi-weekly for the current week in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions.

#### 22.02 Temporary Assignment

- (a) Where an employee is required, in writing, by the Employer to perform duties and responsibilities in a position which is classified as being higher than the employee's own classification, he shall be reimbursed for the entire period of the temporary assignment, provided he has occupied the higher position for a period of at least two (2) continuous days, at a rate in the higher classification which will yield an increase of not less than five percent (5%) provided that the rate does not exceed the maximum of the salary scale.
- (b) An employee who is temporarily assigned to a lower level position will continue to receive his/her regular rate of pay.

### **ARTICLE 23**

#### **SEVERANCE PAY**

- 23.01 Subject to Clause 23.03, an employee who has nine (9) or more years of continuous service in the employ of the Employer, is entitled to be paid on resignation, retirement and termination by reason of disability, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his/her weekly salary to a maximum of twenty (20) weeks pay. Maternity leave, adoption leave and parental leave, up to fifty-two (52) weeks shall be counted as service for severance pay purposes.
- 23.02 An employee who has resigned or retired may be re-employed if he/she has been out of the public service for a period which is not less than the number of weeks for which he/she has received severance pay pursuant to Clause 23.01 above, or, if he/she refunds the appropriate proportionate part of such severance pay.
- 23.03 The maximum severance pay which an employee shall be paid for his/her total period of employment in the public service shall not exceed the number of weeks as specified in Clause 23.01.
- 23.04 For the purpose of this Article, periods of authorized leave without pay shall not be regarded as breaks in continuous service, but the period of leave without pay shall not be counted as service when determining the total amount of service of an employee.

**ARTICLE 24**

**CLASSIFICATION**

- 24.01 When an employee feels that his/her position has been unfairly or incorrectly classified, the employee may submit a request for review or appeal in accordance with the procedure outlined in Schedule C appended to this Agreement.
- 24.02 Classification decisions arising out of an employee's request for review or appeal shall be retroactive to the date the request was received by the Classification, Organization and Management Division of Treasury Board.

**ARTICLE 25**

**EMPLOYEE BENEFITS**

- 25.01 Employees governed by this collective agreement shall continue to be covered by the Government of Newfoundland and Labrador Group Insurance Plan for the term of this agreement. The Employer will pay 50% of the premiums of the Group Insurance Plan and the employees will pay 50%.
- 25.02 Employees on leave will have the option of continuing to pay their portion of the Group Insurance Plan premiums to a maximum of fifty-two (52) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.

**ARTICLE 26**

**CONTRACTING OUT**

- 26.01 The Employer agrees that, in the event that one or more employees would become redundant as a result of a decision to contract out work, it will make every reasonable effort to provide continued employment for such employee(s). This would include referring the name(s) of the employee(s) involved to the Public Service Commission for possible relocation within the Public Service

**ARTICLE 27**

**GENERAL CONDITIONS**

27.01 Bulletin Board

The Employer will provide a bulletin board which will be placed so that all employees will have access to it and upon which the Union will have the right to post notices of Union Business.

27.02 Portability of Service for Certain Purposes

- (a) An employee with a governmental or quasi-government board or commission created by statute or established by the Lieutenant- Governor in Council or with a hospital not operated by Government who transfers from such board, commission or hospital without break or with a break of less than thirty (30) calendar days shall be permitted to transfer the annual leave and sick leave remaining to his credit.
- (b) Employees who are accepted for employment with another employer or same Employer covered by the coalition negotiations (see Memorandum of Understanding - Excerpts from July 25, 1994 Master Agreement) within 120 calendar days of resignation shall retain portability respecting: (120 maximum)
  - (1) Accumulated sick leave credits;
  - (2) Accumulated annual leave entitlements; and
  - (3) Service for Severance Pay.

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

27.03 The Employer shall provide all uniforms to be worn on duty in accordance with the following:

Domestic Worker:	
<u>Item</u>	<u>Frequency</u>
A Blue Dress	Annually
A Black Dress	-
A Blue Pant Suit	Annually

A Pair of Duty Shoes -

Chef:

<u>Item</u>	<u>Frequency</u>
A Pant Suit	Annually
A Pair of Duty Shoes	-
Aprons	-

Gardener II:

<u>Item</u>	<u>Frequency</u>
A pair of Coveralls	-
A Winter Parka*	-
A Pair Safety Boots	-
A pair of pants	Annually
A shirt	Annually

\*The Employer agrees to provide the same quality parka currently issued.

All the above items may be replaced at any time if requested and deemed necessary by the Employer. No request shall be unreasonably denied.

## **ARTICLE 28**

### **TERMINATION OF EMPLOYMENT**

- \* 28.01 Except in the case of dismissal for just cause, thirty (30) calendar days' notice, in writing, shall be given to permanent or probationary permanent employees whose services are to be terminated. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- \* 28.02 Except in the case of dismissal for just cause, fourteen (14) calendar days' notice, in writing, will be given to temporary employees whose services are to be terminated, provided that such employees are not hired for a specified time period. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- 28.03 Permanent and permanent probationary employees shall give the Deputy Clerk of the Executive Council fourteen (14) calendar days' written notice, and temporary employees shall give ten (10) calendar days' written notice of intention to terminate employment.
- 28.04 Vacation leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the employee and the Employer.

- 28.05 The period of notice may be reduced or eliminated by mutual agreement.
- 28.06 Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment, as per Schedule D. Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly. Employees who are reemployed with any Employer covered by the coalition negotiations shall be required to pay back part of any severance pay/pay in lieu notice they received. The amount they have to pay back shall be based on the length of time they have been out of the employment from the Employer covered by the coalition negotiations. The amount repaid will be based on the net amount received by the employee or the amount paid to a financial institution on behalf of an employee.

## **ARTICLE 29**

### **STATE OF EMERGENCY DUE TO WEATHER CONDITIONS**

- 29.01 Adverse Weather Conditions
- (a) The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Employer or the appropriate provincial or municipal authority.
- (i) All employees are required to report for duty as scheduled.
- (ii) When an employee through no fault of his own is unable to report for work because of a declared state of emergency, such employee shall suffer no loss of pay or other benefits, nor shall he be required to make up, in any way, for time lost due to not reporting for work.
- (iii) Notwithstanding 29.01 (a)(i) above, the Employer reserves the right to close down or reduce staffing levels in any department(s) in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of 29.01 (a)(ii) above.
- (iv) An employee who worked during the emergency will be paid at the rate of time and one-half (1 1/2) for all hours worked.

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

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

### **ARTICLE 30**

#### **TERM OF AGREEMENT**

##### \* 30.01 Duration

Except as otherwise provided in this Agreement or in Clause 30.04, this collective agreement shall be effective from the date of signing and remain in full force and effect until March 31, 2012, and thereafter from year to year unless either party gives notice of its desire to commence negotiations for a renewal or revision of this Agreement in accordance with Clause 30.02.

During the period of negotiations which may be initiated in accordance with this Article, the provisions of the Public Service Collective Bargaining Act, concerning dispute settlement procedures shall apply in the event of any dispute between the parties relating to Clause 22.01.

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

##### 30.02 Notice of Renewal or Amendment

Either party desiring to propose changes to this collective agreement may, within the seven (7) month period immediately prior to the expiry date of the agreement, give notice that it wishes to commence bargaining for a renewal or revision of this collective agreement.

##### 30.03 Agreement to Continue in Force

The provisions of this collective agreement shall remain in effect during any period of negotiations for a renewal or revision thereof, and until such time as a new collective agreement is signed or either party exercises its respective right to strike or lockout, whichever occurs first.

##### 30.04 Retroactive Pay

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

IN WITNESS WHEREOF

the parties hereto have executed this Agreement on the day and year first before written.

SIGNED on behalf of Treasury Board  
representing Her Majesty the Queen  
in Right of Newfoundland by the  
Honourable Thomas W. Marshall, Q.C.,  
of Treasury Board, in the presence  
of the witness hereto subscribing

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WITNESS

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

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WITNESS

**SCHEDULE A-1**

\* A-1 Salary Adjustment Formula

Effective April 1, 2008 - Increase all salary scales by eight percent (8%)

Effective April 1, 2009 - Increase all salary scales by four percent (4 %)

Effective April 1, 2010 - Increase all salary scales by four percent (4 %)

Effective April 1, 2011 - Increase all salary scales by four percent (4%)

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

**GOVERNMENT HOUSE SALARY GRID**  
**Schedule A-2**  
**April 1, 2008**

<b>PAY LEVEL</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
<b>GH-08</b>	13.88	14.34	14.79
<b>GH-09</b>	14.01	14.46	14.88
<b>GH-10</b>	14.10	14.56	15.02
<b>GH-11</b>	14.18	14.66	15.13
<b>GH-12</b>	14.31	14.81	15.24
<b>GH-13</b>	14.46	14.94	15.44
<b>GH-14</b>	14.60	15.11	15.61
<b>GH-15</b>	14.77	15.28	15.81
<b>GH-16</b>	14.95	15.51	16.04
<b>GH-17</b>	15.20	15.77	16.32
<b>GH-18</b>	15.36	15.96	16.55
<b>GH-19</b>	15.67	16.29	16.95
<b>GH-20</b>	16.01	16.66	17.32
<b>GH-21</b>	16.26	16.99	17.70
<b>GH-22</b>	16.57	17.36	18.15
<b>GH-23</b>	16.92	17.72	18.58
<b>GH-24</b>	17.53	18.41	19.31
<b>GH-25</b>	18.19	19.13	20.09
<b>GH-26</b>	18.84	19.83	20.82
<b>GH-27</b>	19.55	20.55	21.60
<b>GH-28</b>	20.20	21.30	22.42
<b>GH-29</b>	20.74	21.88	23.04
<b>GH-30</b>	21.31	22.53	23.67

**GOVERNMENT HOUSE SALARY GRID**  
**Schedule A-2**  
**April 1,2009**

<b>PAY LEVEL</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
<b>GH-08</b>	14.44	14.91	15.38
<b>GH-09</b>	14.57	15.04	15.48
<b>GH-10</b>	14.66	15.14	15.62
<b>GH-11</b>	14.75	15.25	15.74
<b>GH-12</b>	14.88	15.40	15.85
<b>GH-13</b>	15.04	15.54	16.06
<b>GH-14</b>	15.18	15.71	16.23
<b>GH-15</b>	15.36	15.89	16.44
<b>GH-16</b>	15.55	16.13	16.68
<b>GH-17</b>	15.81	16.40	16.97
<b>GH-18</b>	15.97	16.60	17.21
<b>GH-19</b>	16.30	16.94	17.63
<b>GH-20</b>	16.65	17.33	18.01
<b>GH-21</b>	16.91	17.67	18.41
<b>GH-22</b>	17.23	18.05	18.88
<b>GH-23</b>	17.60	18.43	19.32
<b>GH-24</b>	18.23	19.15	20.08
<b>GH-25</b>	18.92	19.90	20.89
<b>GH-26</b>	19.59	20.62	21.65
<b>GH-27</b>	20.33	21.37	22.46
<b>GH-28</b>	21.01	22.15	23.32
<b>GH-29</b>	21.57	22.76	23.96

<b>GH-30</b>	22.16	23.43	24.62
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**GOVERNMENT HOUSE SALARY GRID**  
**Schedule A-2**  
**April 1, 2010**

<b>PAY LEVEL</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
<b>GH-08</b>	15.02	15.51	16.00
<b>GH-09</b>	15.15	15.64	16.10
<b>GH-10</b>	15.25	15.75	16.24
<b>GH-11</b>	15.34	15.86	16.37
<b>GH-12</b>	15.48	16.02	16.48
<b>GH-13</b>	15.64	16.16	16.70
<b>GH-14</b>	15.79	16.34	16.88
<b>GH-15</b>	15.97	16.53	17.10
<b>GH-16</b>	16.17	16.78	17.35
<b>GH-17</b>	16.44	17.06	17.65
<b>GH-18</b>	16.61	17.26	17.90
<b>GH-19</b>	16.95	17.62	18.34
<b>GH-20</b>	17.32	18.02	18.73
<b>GH-21</b>	17.59	18.38	19.15
<b>GH-22</b>	17.92	18.77	19.64
<b>GH-23</b>	18.30	19.17	20.09
<b>GH-24</b>	18.96	19.92	20.88
<b>GH-25</b>	19.68	20.70	21.73
<b>GH-26</b>	20.37	21.44	22.52
<b>GH-27</b>	21.14	22.22	23.36
<b>GH-28</b>	21.85	23.04	24.25
<b>GH-29</b>	22.43	23.67	24.92

<b>GH-30</b>	23.05	24.37	25.60
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**GOVERNMENT HOUSE SALARY GRID**  
**Schedule A-2**  
**April 1, 2011**

<b>PAY LEVEL</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
<b>GH-08</b>	15.62	16.13	16.64
<b>GH-09</b>	15.76	16.27	16.74
<b>GH-10</b>	15.86	16.38	16.89
<b>GH-11</b>	15.95	16.49	17.02
<b>GH-12</b>	16.10	16.66	17.14
<b>GH-13</b>	16.27	16.81	17.37
<b>GH-14</b>	16.42	16.99	17.56
<b>GH-15</b>	16.61	17.19	17.78
<b>GH-16</b>	16.82	17.45	18.04
<b>GH-17</b>	17.10	17.74	18.36
<b>GH-18</b>	17.27	17.95	18.62
<b>GH-19</b>	17.63	18.32	19.07
<b>GH-20</b>	18.01	18.74	19.48
<b>GH-21</b>	18.29	19.12	19.92
<b>GH-22</b>	18.64	19.52	20.43
<b>GH-23</b>	19.03	19.94	20.89
<b>GH-24</b>	19.72	20.72	21.72
<b>GH-25</b>	20.47	21.53	22.60
<b>GH-26</b>	21.18	22.30	23.42
<b>GH-27</b>	21.99	23.11	24.29
<b>GH-28</b>	22.72	23.96	25.22

<b>GH-29</b>	23.33	24.62	25.92
<b>GH-30</b>	23.97	25.34	26.62

**SCHEDULE A-3**

A-3 **Step Progression**

1. Employees shall continue to advance one (1) step annually on their respective salary scale for each twelve (12) months of accumulated service.
2. New employees shall advance one (1) step on their respective salary scale effective the date when twelve (12) months of service is accumulated, and thereafter from year to year for each additional twelve (12) months of service accumulated.
3. For the purposes of step progression, a "month of service" shall be considered to be a calendar month during which the employee is in receipt of full salary or wages from the Employer in respect of each working day in the month.

**SCHEDULE A-4**

**CLASSIFICATIONS CONTAINED IN THE  
BARGAINING UNIT**

<u>Class Title</u>	<u>Pay Range</u>
Chauffeur	GH-17
Chef (Government House)	GH-26
Clerk Stenographer III	GH-24
Clerk Typist III	GH-24
Cook II	GH-19
Domestic Worker	GH-19
Equipment Operator I	GH-12
Gardener II	GH-19
Maintenance Repairer I	GH-18
Maintenance Repairer II	GH-22
Seamstress I	GH-19

**SCHEDULE B**

**SPECIAL GROUPS EXCLUDED FROM  
THE BARGAINING UNIT**

Private Secretary to the Lieutenant-Governor

Secretary to the Lieutenant-Governor

Secretary to Assistant Deputy Minister

Residence Manager

Gardener

Employees governed by other collective agreements

**SCHEDULE 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, Organization and Management Division of Treasury Board 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, Organization and Management Division of Treasury Board.

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, Organization and Management Division of Treasury Board.

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, Organization and Management Division, Treasury Board, 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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, Organization and Management 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.

**SCHEDULE D**

**NUMBER OF WEEKS OF PAY IN LIEU OF NOTICE**

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

**SCHEDULE E**

**AGREEMENTS (NAPE)**

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

Mr. Ed White  
National Representative  
Canadian Union of Public Employees  
Local 2543  
P.O. Box 8745, Stn. A  
St. John's, NF  
A1B 3T2

Dear Mr. White:

**Re: New Year's Day**

The parties agree that the provisions of Clause 16.02 will not apply to New Year's Day.

The Employer agrees to make every effort to comply as strictly as possible to Article 16.05 as it applies to New Year's Day. However, due to the unique nature of the operation of Government House, this may not always be possible. Therefore the Employer agrees that when an employee is required to work a second consecutive New Year's Day thereafter, the employee will be paid in accordance with Article 16.03 except the rate shall be two times the hourly rate for each hour worked. For purposes of this Memorandum of Understanding the effective date shall be January 1, 1995.

**DAVID MARTIN**  
Chief Negotiator  
Collective Bargaining Division  
Treasury Board Secretariat

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

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

**1. Legislation & Collective Agreements**

Notwithstanding the no strike and no lockout provisions of the agreement, notice to reopen negotiations may be issued by either party in the event that the Provincial Government passes legislation to amend any provision of this agreement. Failing agreement, the parties may exercise the right to strike or lock out. Negotiations are to be conducted in accordance with the applicable legislation.

**10. Advance Notice**

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

**11. Criminal or Legal Liability**

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

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

**27. Occupational Health and Safety Committees**

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

**28. Pension Credit and Group Insurance**

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

**MEMORANDUM OF UNDERSTANDING - 2004**

**AGREEMENT ON PENSIONS**

The Parties agree to the following:

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

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

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

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

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

2. Government will pay \$982 Million to 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 & Labrador Association of Public & Private Employees, The Newfoundland & 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 Treasury Board) agree to its terms.
4. It is agreed that the payment outlined in Clause 2 above is full settlement of Government's share of the unfunded liability of the PSPP as established on December 31, 2000 and outlined in section 2 of the Memorandum of Understanding – 2004, Agreement on Pensions and there shall be no further special payments.
5. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship by April 1, 2008.

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

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

**MEMORANDUM OF UNDERSTANDING - 2004**

**CLASSIFICATION PLAN**

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

**MEMORANDUM OF UNDERSTANDING - 2004**

**HEALTH INSURANCE**

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

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

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

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

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

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

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

#### 9. Group Insurance Committee Membership

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

2001 08 03

Mr. Ed White  
Representative  
Canadian Union of Public Employees  
P.O. Box 8745, Stn. 'A'  
St. John's, NF  
A1B 3T2

Dear Mr. White:

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

It is agreed that in the event that an employee is required to travel on Employer's business, Treasury Board policies and rates will apply.

Sincerely,

**DAVID MARTIN**  
Chief Negotiator  
Collective Bargaining Division

Mr. Ed White  
Representative  
Canadian Union of Public Employees  
P.O. Box 8745, Stn. 'A'  
St. John's, NF  
A1B 3T2

Dear Mr. White:

**RE: MARKET ADJUSTMENT**

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

Sincerely,

**DAVID MARTIN**  
Chief Negotiator  
Collective Bargaining Division