

COLLECTIVE AGREEMENT

BETWEEN

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

AND

THE NEWFOUNDLAND HOSPITAL  
AND  
NURSING HOME ASSOCIATION

AND

THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS  
NEWFOUNDLAND AND LABRADOR

SIGNED: July 10, 1991  
EXPIRES: June 30, 1991

THIS AGREEMENT

made this 10th day of July, Anno Domini One Thousand Nine Hundred and Ninety One.

BETWEEN

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

AND

THE NEWFOUNDLAND HOSPITAL AND NURSING HOME  
ASSOCIATION on behalf of its member hospitals and agencies as listed  
in Schedule B:

of the one part;

AND

THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS  
NEWFOUNDLAND AND LABRADOR representing employees in the  
Classifications listed in Schedule "A"

of the other part;

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

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## ARTICLE 1 - Definitions and Interpretations

1.01 For the purpose of this Agreement:

- (a) "Administrator" means the highest management officer of the hospital or his/her designated representative.
- (b) "Association" means the Association of Allied Health Professionals, Newfoundland and Labrador.
- (c) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 3.
- (d) "Call-Back" means when an employee is called into work outside his/her normal working hours.
- (e) "Casual Employee" means any employee who works on a casual or intermittent basis. These employees have no obligation to the Employer to come to work when they are called and the Employer has no obligation to call any one particular employee. Casual employees shall be entitled to all benefits of this Agreement except for the following Articles: 1.01 (h),(i),(m),(n), (o),(q), (r), (s), (t), (v), (w), (x), (y), (z), (aa), (bb), (ee), (ff), (gg), 7.02, 7.03, 12, 13, 14, 15, 16, 17, 18, 19.02, 19.03, 19.04, 20.04, 21, 22, 23, 24, 25, 26.03, 27.01, 27.02, 29, 30, 32, 34, 37, 38, 39, 40.02, 41, step progression. In lieu of the benefits outlined in these articles, the employee shall receive fourteen (14) percent on his/ her basic salary as in Schedule "A".
- (f) "Classification" means the identification of a position by reference to a class title and pay range number.
- (g) "Day" means a working day unless otherwise stipulated in this Agreement.
- \* (h) "Day of Rest" means a calendar day on which an employee is not ordinarily required to perform the duties of his/her position other than:
  - (i) a designated holiday,
  - (ii) a calendar day on which the employee is on leave of absence, or
  - (iii) a day on which the part-time employee is not scheduled to work as part of his/her normal schedule including (i) and (ii) above.
- \* (i) "Demotion" includes any action which causes the movement of an employee from his/her existing classification to a classification carrying a lower pay range number.
- (j) "Director" means the head of a hospital department

- (k) "Employee" means any person included in the bargaining unit who is employed by the Employer for remuneration.
- (l) "Employer" means Treasury Board or a hospital or agency listed in Schedule "B" represented herein by the Newfoundland Hospital and Nursing Home Association.
- (m) "Experience" means years worked in one's profession with:
- (a) a hospital
  - (b) other health care institution and/or,
  - (c) any other organization that is recognized by the Employer which such recognition shall not be unreasonably withheld.
- Employees shall make every reasonable effort to provide written verification of their experience, including the length and type of experience from their previous Employer.
- (n) "Grievance" is a difference arising out of the interpretation, application, administration or the alleged violation of the provisions of this Agreement.
- (o) "Holiday" means the twenty-four (24) hour period commencing at 0800 hours of a calendar day designated as a holiday in this Agreement.
- \*(p) "Hospital" means a hospital, nursing home, institution or agency listed in Schedule "B".
- \*(q) "Lay-off" means the termination of employment of an employee because of lack of work or because of the **abolition** of a post, but retaining all recall rights in accordance with Article 24.
- \*(r) "Leave of Absence" means absence from duty with the permission of the Employer.
- (s) "Month" is a calendar month, e.g. January, February, etc.
- \*(t) "Month of Service"
- Eight (8) Hour Shifts
- Month of service means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.
- Twelve (12) Hour Shifts
- Month of service means a calendar month in which an employee

is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of one hundred and fifty (150) working hours.

- (u) "Newfoundland" means Newfoundland and Labrador
- \* (v) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (w) "Part-time Employee" means an employee who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
- \* (x) "Probationary Period"
  - Eight (8) Hour Shifts  
 Probationary period means a period of continuous employment of three (3) months from the last date of hire and if an employee has not completed sixty-five (65) days of work during this period, his/her probationary period may be extended until he/she actually completes sixty-five (65) days of work. Such an extension shall be agreed upon, in writing, by the Employer and the Association.
  - Twelve (12) Hour Shifts  
 Probationary period means a period of continuous employment of ninety (90) calendar days from the date of last hiring. If an employee has not completed four hundred and eighty-seven point five (487.5) hours of work during this period, his/her probationary period may be extended until he/she has actually completed four hundred and eighty-seven point five (487.5) hours of work. For the purposes of this clause, any time off from work excluding statutory holidays, annual leave or leave in lieu of overtime pay, shall not be considered as time worked. Employees whose probationary period is extended in this manner shall be notified in writing by the Employer before such extensions shall take effect.
- (y) "Promotion" means the change from one classification to another classification for which a higher salary is paid.
- \* (z) "Reclassification" means any change in the current classification of an existing position.
- (aa) "Seniority" means the length of continuous service (except

overtime) with the Employer and shall date from the last entry into employment with the Employer. Part-time employees shall earn seniority from their last date of hire based on the actual number of regularly scheduled shifts worked.

**\*(bb) "Service"**

**Eight (8) Hour Shifts**

Service means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year unless otherwise specified in this Agreement. Such special leave without pay in excess of twenty (20) working days in the aggregate in any year shall not be counted as service but it shall not be considered as a break in service.

**Twelve (12) Hour Shifts**

Service means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding one hundred and fifty (150) working hours in the aggregate in any year unless otherwise specified in this Agreement.

**\*(cc) "Shift"** means the normal consecutive working hours scheduled for each employee which occur in any twenty-four (24) hour period.

**(dd) "Standby"** means any period of time during which, on the instructions of the Employer, an employee is required to be available for recall to work.

**(ee) "Temporary Assignment"** means the explicit assignment of an employee by the Employer to fill temporarily a position on a higher classification and for which a higher rate of pay is applicable.

**(ff) "Temporary Employee"** means an employee who is employed for a stipulated period of time to fill a position which is vacant due to the absence of a permanent employee through illness, accident, approved leave of absence or workload and whose termination on completion of the stipulated term of employment is not subject to the grievance procedure.

**(gg) "Week"** means the period from 0800 hours Monday to 0800 hours the following Monday inclusive.



\*1.02 For the purpose of this Agreement, the singular shall be deemed to include the plural and vice versa.

## ARTICLE 2 - Purpose of Agreement

### 2.01 Relationship - Employee/Employer

The purpose of this Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and its employees and between the Employer and the Association, and to set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits, and general working conditions affecting the employees covered by this Agreement.

### 2.02 Provision of Quality Care

The parties to this Agreement share a desire to provide quality patient care, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the people of Newfoundland and Labrador will be well and effectively served and to establish within the framework provided by law, an effective and professional working relationship.

## ARTICLE 3 - Recognition and Check Off

### 3.01 Recognition of Association

The Employer **recognizes** the Association as the sole bargaining agent for those employees employed by the Employer in the categories specified in Schedule "A".

### 3.02 New Classification

- (a) In the event of the creation of a new classification during the term of this Agreement, the Employer agrees to consult with the Association as to whether such classification 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.
- (b) Pending the agreement between the parties or a decision from the Labour Relations Board as to whether a position should be included in the bargaining unit, the Association dues deducted from the employee shall be held in trust by the Employer.

**3.03 Check-off Payments**

The Employer shall deduct from every employee coming within the bargaining unit, the Association dues on a bi-weekly basis and initiation fees of the Association.

**\*3.04 Deductions**

Deductions shall be forwarded to the Head Office of the Association not later than the 15th day of the month following the month when the deductions were made. The Employer will forward to the Association with the first dues deduction cheque following signing of the Agreement, a list which shows the employee's full name, social insurance number, classification number or title. Each month thereafter a list showing additions and deletions will be forwarded with the dues deduction cheque.

**3.05 T4 Slips**

The Employer shall indicate on the employee's T4 slip the total amount of the Association dues paid during the previous taxation year.

**3.06 Membership Requirements**

All employees of the Employer shall become members in good standing of the Association from the date of hiring.

**\*3.07 Association Access**

Employees shall have the right at any time to have the assistance of a paid representative of the Association on all matters related to employee and Employer relations. The paid representative of the Association shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigations of grievances shall not absent themselves from their work, except with the permission from their supervisor and such permission will not be unreasonably withheld.

**3.08 Bulletin Boards**

Suitable bulletin board space shall be provided in the hospital for the posting of notices by the Association. Notices are to be restricted to Association business.

**3.09 Interviewing Opportunity**

A representative of the Association shall be given the opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the

first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of his/her Association membership.

#### ARTICLE 4 - Management Rights

##### 4.01 Rights and Powers

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

Should a question arise as to the exercise of Management's rights in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedure.

#### ARTICLE 5 - Employee Rights

##### 5.01 Personal Complaints

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

##### 5.02 The Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination with respect to any employee in any matter relating to hiring or the terms and conditions of employment as set out in this Agreement or otherwise by reason of age, race, creed, colour, sex, national origin, political or religious affiliation, marital status, nor by reason of his/her membership or activity in the Association.

##### 5.03 Posting of Rules and Regulations

All rules, policies and regulations of the Employer which directly affect employees in the bargaining unit, required for proper management of health services being provided, shall be posted in prominent places throughout the Employer's premises.

##### 5.04 Work of the Bargaining Unit

An employee who is a member of one of the professions within the bargaining unit, whose job is not included in the bargaining unit, may work on any job which is included in the bargaining unit for

the purpose of instruction, emergencies or when regular employees are temporarily unavailable. It is expressly understood that the above shall not apply to employees specifically excluded from the bargaining unit by an order of the Labour Relations Board for the Province of Newfoundland provided that work by such employees does not reduce the regular hours of work or pay of any employee in the bargaining unit. Employees whose jobs are in the bargaining unit shall not work on any jobs which are not included in the bargaining unit except in cases of temporary assignment or as mutually agreed upon by the Employer and the employee.

#### ARTICLE 6 - Association and Management Committee

##### 6.01 Committee of Association and Management

- (a) Within thirty (30) days of signing the present Agreement, the Employer and the Association shall form a Committee of Association and Management in all places of employment employing more than three (3) employees.

(b) Composition of Committee

This Committee shall be composed of three (3) employees designated by the Association and three (3) persons designated by the Employer. The numbers may be reduced by mutual agreement between the parties. An officer or representative(s) of the Association may attend the meetings as a consultant, The Employer may also appoint a person(s) as a consultant(s).

(c) Meetings of the Committee

The Committee shall meet at the request of either one of the parties but, in any case, at least once a month, unless mutually agreed otherwise. Meetings of the Committee shall be chaired alternately by the Employer's representative and the representative of the Association. Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson of that meeting as promptly as possible at the close of the meeting.

(d) Jurisdiction of Committee

The parties hereto acknowledge the mutual benefits to be derived from joint consultation between employees and the Employer on all aspects of the working conditions of the professional workers. The Committee, however, shall not supersede the activities of any

other Committee of the Association or of Management and does not have the power to bind either the Association or its members or the Management to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Association and to Management with respect to its discussions and conclusions.

ARTICLE 7 - Leave for Association Business

**7.01** Names of Representatives

The Association shall provide the Employer with a list of the officers of the Association. The Association shall notify the Employer of the name of their representative for that hospital or agency, in writing, to the Administrator before the Employer shall be required to recognize that individual.

**\*7.02** Leave for Association Business

Upon written request by the Association to the Administrator and with the approval, in writing, of the Administrator, leave with pay shall be awarded as follows:

(a) **Association's** Negotiating Team

Members of the negotiating team shall suffer no loss in pay while attending Collective Agreement negotiations with the Employer. Permission to attend such meetings shall not be unreasonably withheld.

**\*(b) Leave** for Provincial Executive Meetings

(i) Eight **(8)** Hour Shifts

For an employee who is a member of the Provincial Executive of the Association and who is required to attend executive meetings of the Provincial Executive, leave with pay not exceeding five (5) days in any one (1) year.

(ii) Twelve **(12)** Hour Shifts

For an employee who is a member of the Provincial Executive of the Association and who is required to attend executive meetings of the Provincial Executive, leave with pay not exceeding thirty-seven point five (37.5) hours in any one (1) year.

• (c) Annual **Association** Meetings

(i) **Eight (8) Hour Shifts**

For an employee who is a member of the Provincial Executive of the Association and who is required to attend the annual meetings of the Association, leave with pay not exceeding three (3) days in any one (1) year.

(ii) **Twelve (12) Hour Shifts**

For an employee elected to the Provincial Executive of the Association and who is required to attend the annual meetings of the Association, leave with pay not exceeding twenty-two point five (22.5) working hours in any one (1) year.

d) **National Meetings**

(i) **Eight (8) Hour Shifts**

For an employee who is a member of the Provincial Executive of the Association and who is required to attend national meetings of Allied Health Professional bargaining units, leave with pay not exceeding five (5) days in any one year; no more than one (1) employee at one time for each hospital.

(ii) **Twelve (12) Hour Shifts**

For an employee who is a member of the Provincial Executive of the Association and who is required to attend national meetings of Allied Health Professional bargaining units, leave with pay not exceeding thirty-seven point five (37.5) hours in any one (1) year; no more than one (1) employee at one (1) time for each hospital.

**7.03 Permission to Hold Meetings**

Permission to hold meetings on the premises shall in each case be obtained from the Administrator and such meetings shall not interfere with the operation of the hospital, and permission shall not be unreasonably withheld.

**7.04 Leave of Absence for Full-time Association Representative**

(a) An employee who is elected or selected for a full-time position with the Association, shall be granted a leave of absence without pay for a period of one (1) year. Such leave shall be renewed for a maximum of one (1) year upon request during his/her term of office. Leave under this Clause shall only be provided if a suitable employee, as assessed by the Employer, is available.

(b) During the period of such leave of absence, provided the

insurance and pension plans permit, the employee shall be permitted to participate in these plans at no cost to the Employer.

- (c) During this period of leave of absence, the employee shall retain all accrued benefits but shall not earn any benefits during such leave.

#### ARTICLE 8 - Grievance Procedure

##### 8.01 Types of Grievances

Grievances arising out of the interpretation, application, administration or alleged violation of this Agreement shall be subject to the Grievance and Arbitration Procedure set out hereunder. The following types of grievances concerning the application of Article 8 are recognized:

- (a) Employee Grievance  
Which shall be defined as the grievance of an individual employee.
- (b) Group Grievance  
Which shall be defined as the grievance of a group of employees.
- (c) Policy Grievance  
Which shall be defined as the grievance of the Employer or of the Association.

##### 8.02 Prompt Procedure

It is of mutual interest to both the Employer and the Association that any grievance arising over the application, interpretation, administration or alleged violation of any of the terms of this Agreement be settled as expeditiously as possible in accordance with the procedure set forth hereunder.

##### \*8.03 Processing of Grievance .

- (a) The Association's hospital representative shall suffer no loss of pay for the time spent processing grievances or attending meetings with the Employer's representative.
- (b) An executive officer or paid representative of the Association or the Association's hospital representative with that Employer may process a grievance if deemed desirable by the Association.

\*(c) The Association and its representatives shall have a right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

**8.04 Permission to Leave Work**

It is agreed that the Association's hospital representatives shall not absent themselves from their departments for the purpose of handling grievances without first obtaining permission from their Director and that permission will not be unreasonably withheld.

**8.05 Settlement of Grievance**

Grievances shall be processed without stoppage of work according to the following procedure:

**Step 1** An employee who has a grievance shall within seven (7) calendar days of the occurrence or discovery of the grievance, submit his/her grievance to the Association's hospital representative.

**Step 2** If the Association's hospital representative considers the grievance justified, the employee concerned, together with the representative may, within five (5) calendar days, submit the grievance in writing to the employee's Director

**Step 3** Failing satisfactory settlement of the grievance within seven (7) calendar days after the grievance was submitted under Step 2, the employee assisted by the representative shall submit the grievance to the Administrator. The Administrator shall meet with the employee and representative and shall declare his/her decision within fourteen (14) calendar days after receipt of the grievance.

**Step 4** Failing satisfactory settlement at Step 3, the Association, may, by giving notice in writing within fourteen (14) calendar days of receipt of the Administrator's decision, declare its intention to refer the grievance to arbitration,

**8.06 Technical Objection 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.



**8.07 Amending of Time Limits**

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by mutual agreement between the parties.

**8.08 May Omit Grievance Steps**

An employee considered by the Association to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8 - Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases

**8.09 By-Pass Steps**

Where a dispute arises involving a question of general application or Interpretation of this Agreement, the Association may initiate a grievance and the parties may mutually agree to by-pass Steps 1, 2 and 3 of this Article.

**8.10 Mutually Agreed Changes**

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 33.02 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

**8.11 Replies to Submissions**

Replies to submissions giving reasons shall be in writing at all steps except Step 1.

**8.12 Facilities for Meetings**

Facilities for grievance meetings shall be supplied by the Employer.

**8.13 Grievance Presented by Mail**

When a grievance is processed through the mail, all correspondence shall be registered. The time while the mail is moving from one (1) destination to another shall not be considered in the Grievance Procedure time limits.

**ARTICLE 9 - Arbitration****9.01 Composition of the Board of Arbitration**

- (a) When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail,

addressed to the other party of the Agreement, indicating the name of its nominee on the Arbitration Board. Within fifteen (15) calendar days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then meet to select an impartial Chairperson.

- (b) If the party receiving the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a Chairperson within ten (10) calendar days of their appointment, the appointment shall be made by the Minister of Employment and Labour Relations at the request of either party.

#### **9.02 Board Procedure**

The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representation. In its attempt at justice, the Board shall, as far as possible, follow a layperson's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) calendar days from the time the case is heard.

#### **9.03 Decision of the Board**

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

#### **9.04 Decision on Monetary Award**

If following an arbitration award involving the payment of a sum of money not determined by the award, and agreement cannot be reached between the parties regarding the amount to be paid, the matter shall be referred to the Arbitration Board who heard the grievance for settlement of the matter.

#### **9.05 Expenses of the Board**

Each party shall pay:

- (1) The fees and expenses of the nominee it appoints,
- (2) One-half (½) of the fees and expenses of the Chairperson.

**9.06 Amending of Time Limits**

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by mutual agreement between the parties.

**9.07 Single Arbitrator**

The parties may mutually agree to the substitution of a single arbitrator for an Arbitration Board in which event the foregoing provisions in Article 9.02, 9.03, 9.04, 9.05, and 9.06 shall apply equally to a single arbitrator where reference is made to an Arbitration Board.

**9.08 Witnesses**

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witness.

**9.09 Conflict of Interest**

No person

- (a) Who has any pecuniary interest in the matters referred to the Arbitration Board; or,
- (b) Who is acting or has within a period of six (6) months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties

shall be appointed to or act as a member of the Arbitration Board.

**ARTICLE 10 - Probation, Discharge, Suspension and Discipline****\*10.01 Termination of Probationary Employees**

Probationary period will be three (3) months for full and part-time employees. The Employer and the Association may mutually agree to extend the probationary period. Each probationary employee shall be interviewed at least once regarding his/her work performance. The termination of a probationary employee is not subject to the grievance and arbitration procedure unless discrimination is alleged.

**10.02 Suspension and Discharge**

In the event of suspension or discharge, the employee concerned shall have the right to representation by a member of the

Association during any meeting or investigation of grievance as a result of the suspension or discharge.

**\*10.03** Suspension and Discharge Procedure

- (a) An employee who has completed his/her probationary period may be dismissed, but only for just cause.
- (b) When an employee is discharged, suspended or reprimanded, such an employee shall be advised in writing within seven (7) calendar days by the Employer of the reason for such discharge, suspension, or reprimand.
- (c) Where it is determined that an employee has been suspended or discharged in violation of Clause 10.03 (b), that employee shall be immediately reinstated to his/her former position without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next **preceeding** such suspension or discharge.
- \*(d)** When an employee is required to attend a meeting with the Employer which concerns an oral reprimand or which precedes a written warning, the Employer shall advise the employee that he/she has a right to be accompanied by a representative of the Association,

**10.04** Adverse Report

The Employer shall notify the employee in writing of any dissatisfaction concerning his/ her work within seven (7) calendar days of the event of the complaint. This notification shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, the expression of dissatisfaction shall not become a part of his/her record for use against him/her at any time.

This Article shall apply in respect of any expression of dissatisfaction relating to his/her work or otherwise which may be detrimental to an employee's advancement or standing with the Employer. The record of the employee shall not be used against him/her after eighteen (18) months have elapsed, providing another warning or reprimand relating to the same or a similar offence has not been given within that period.

The employee's written reply to such notification of dissatisfaction shall become part, of his/her record.

**10.05 Performance Evaluation**

An employee's performance evaluation shall not be considered an adverse report, however, the performance evaluation may lead to an adverse report being issued by the Employer.

**10.06 Personal Files**

There shall be one (1) official recognized personal file and this file shall be maintained in the Personnel Department. An employee shall, at any reasonable time, be allowed to inspect his/her personal file. A copy of any document placed in an employee's official personal file, which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received the same document by signing the file copy.

**ARTICLE 11 - Strikes and Lockouts**

**11.01** During the term of this Agreement, there shall be no strikes, suspensions or slowdowns of work by the Association. The Employer agrees there shall be no lockout of employees during the term of the Agreement.

**ARTICLE 12 - Statutory Holidays****\*12.01 Statutory Holidays****(a) Designation of Holidays****(i) Eight (8) Hour Shifts**

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

- (a) New Year's Day
- (b) Good Friday
- (c) Commonwealth Day
- (d) Memorial Day
- (e) Labour Day
- (f) Thanksgiving Day
- (g) Christmas Day
- (h) Boxing Day

One (1) additional day as mutually agreed in each hospital by the parties.

## (ii) Twelve (12) Hour Shifts

Employees shall receive seven point five (7.5) hours paid leave for each of the nine (9) holidays as follows:

- (a) New Year's Day
- (b) Good Friday
- (c) Commonwealth Day
- (d) Memorial Day
- (e) Labour Day
- (f) Thanksgiving Day
- (g) Christmas Day
- (h) Boxing Day

One (1) additional day as mutually agreed in each hospital by the parties.

## \*(b) Pro-ration of Statutory Holiday

Employees working less than equivalent full-time hours shall receive this benefit on a prorated basis in accordance with clause 23.01 and 23.02

**12.02 Compensation for Work on a Holiday**

When an employee is required to work on a holiday as designated under Clause 12.01, he/she shall be compensated in addition to the pay he/ she would be entitled to had he/she not worked on the holiday as follows:

- (a) Compensation for work on a holiday - time and one-half (1½).
- (b) When a day designated as a holiday under Clause 12.01 of this Article falls on an employee's day of rest and he/she is required to work on such a holiday, he/she shall receive pay at twice his/her regular rate for working on that day.

**\*12.03 Holiday Falling on a Day of Rest**

## (i) Eight (8) Hour Shifts

When a calendar day designated as a holiday under Clause 12.01 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. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive pay at the applicable rate of pay.

## (ii) Twelve (12) Hour Shifts

When a calendar day designated as a holiday under Clause 12.01 coincides with an employee's day of rest, the employee

shall receive seven point five (7.5) hours off in lieu of the holiday at a later date approved by the Employer. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive pay at the applicable rate of pay.

**12.04** Time Off In Lieu of Payment

Notwithstanding Clauses 12.02 and 12.03, the employee may elect to request payment on the basis of time off, at a mutually acceptable time, equivalent to the respective rates of pay.

**12.05** No Payment for Statutory Holiday While on a Leave of Absence **Without** Pay or Layoff

No payment shall be made for a statutory holiday while an employee is on a leave of absence without pay or on layoff

**12.06** New **Holidays**

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

**12.07** Statutory Holiday During **Sick** Leave

If an employee is **sick** on a day **that** has been **designated** by the Employer as a statutory holiday in accordance with Clause 12.01, the employee shall be charged for the statutory holiday and there shall be no deduction from the employee's sick leave credits.

**12.08** Statutory Holiday During Workers' **Compensation**

If an employee is on Workers' Compensation benefits on a day that has been designated by the Employer as a statutory holiday in accordance with Clause 12.01, the employee shall be charged for the statutory holiday and not considered as being on Workers' Compensation benefits on that day.

ARTICLE 13 - Vacation

**\*13.01** Vacation

**\*(a)** Length of **Vacation**

**(i) Eight (8)** Hour Shifts

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

- (1) less than one (1) year - one and two-thirds (12/3) days for each month of service.
- (2) one (1) year or more but less than ten (10) years -four (4) weeks,
- (3) ten (10) years but less than twenty-five (25) years - five (5) weeks,
- (4) twenty-five (25) or more years - six (6) weeks.

(ii) **Twelve (12) Hour Shifts**

An employee shall receive an annual vacation with pay in accordance with his/her hours of employment as follows:

- (1) less than one thousand nine hundred and fifty (1,950) hours -twelve pointfive (12.5) working hours for each one hundred and sixty-two point five (162.5) hours of service,
- (2) one thousand nine hundred and fifty (1,950) hours or more but less than nineteen thousand five hundred (19,500) hours - one hundred and fifty (150) working hours,
- (3) Nineteen thousand five hundred (19,500) hours of service but less than forty-eight thousand seven hundred and fifty (48,750) hours - one hundred and eighty-seven point five (187.5) working hours,
- (4) More than forty-eight thousand seven hundred and fifty (48,750) hours of service - two hundred and twenty-five (225) working hours.

**\*(b) Calculation of Length of Vacation**

- (i) For the purpose of calculation of length of annual vacation with pay, an employee's service will be that service performed in the twelve (12) month period currently used by hospitals for such calculation. This period may vary between hospitals (e.g. January 1 - December 31: April 1 - March 31: July 1 - June 30) and that no hospital will change its currently accepted accumulation period without prior discussion with the Association.
- (ii) When an employee becomes eligible for a greater amount of annual vacation, he/ she may be allowed in the year in which the change occurs, a portion of the additional leave for which he/she has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days.



**13.02** Vacation Period

All employees shall receive their vacations between May 1 stand October 31 st except where an employee requests a different period for his/her vacation.

**13.03** Vacation Pay

An employee who has earned at least two (2) weeks' annual leave, upon giving at least two (2) weeks notice prior to the pay day preceeding the day on which he/she wishes to receive his/her advance payment, shall receive prior to commencement of his/ her annual vacation any regular pay cheque(s) which may fall due during his/her vacation,

**\*13.04** Anticipated Vacation**(i) Eight (8) Hour Shifts**

Subject to Clause 13.05, an employee with more than sixty (60) working days may anticipate his/her vacation in accordance with Clause 13.01 to the end of the vacation year.

**(ii) Twelve (12) Hour Shifts**

Subject to Clause 13.05, any employee with more than four hundred and fifty (450) working hours may anticipate his/her vacation in accordance with Clause 13.01 to the end of the vacation year.

**13.05** Refund of Overdrawn Vacation Pay

An employee who leaves the employ of the Employer before the end of the vacation year in which he/she has taken his/her vacation, shall have the applicable proportion of his/her salary recovered from him/her in accordance with Schedule "D".

**13.06** Selection of Vacation Dates

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

**\*13.07** Carry Forward of Vacation**(i) Eight (8) Hour Shifts**

An employee may carry forward to another year any proportion of annual leave not taken by him/her in previous years

until, by so doing, he/she has accumulated a maximum of:

- (1) Twenty (20) days annual leave, if he/she is eligible for twenty (20) days in any year,
- (2) Twenty-five (25) days annual leave, if he/she is eligible for twenty-five (25) days in any year,
- (3) Thirty (30) days annual leave if he/she is eligible for thirty (30) days in any year.

(ii) Twelve (12) Hour **Shifts**

An employee may carry forward to another year, any proportion of annual leave not taken by him/her in previous years, until by so doing he/she has accumulated a maximum of:

- (1) One hundred and fifty (150) hours annual vacation, if he/she is eligible for one hundred and fifty (150) hours in one (1) year,
- (2) One hundred and eighty-seven point five (187.5) hours annual vacation, if he/she is eligible for one hundred and eighty-seven point five (187.5) hours in any year,
- (3) Two hundred and twenty-five (225) hours annual leave if he/she is eligible for two hundred and twenty-five (225) hours in any year.

**13.08** Substitution for Vacation

- (a) An employee who qualified for sick leave under Article 14 while on vacation may change the status of his/her leave to sick leave effective the date of notification to the Employer. The employee shall submit on return to duty a certificate stating the total period during which he/she qualified for sick leave. Where the employee satisfies the Employer that it was not possible to notify the Employer, then the Employer may accept the certificate as notification of the change of leave **status** as of the date shown on the certificate as the date upon which the employee qualified for sick leave.
- (b) In the case of an employee who is admitted to hospital while on vacation, he/she may change the status of his/her leave to sick leave with effect from the date he/she was admitted to hospital.
- (c) An employee who, while on vacation, qualified for bereavement leave, shall be credited the appropriate number of days to vacation leave.
- (d) The period of vacation so displaced in Clause 13.08(a), (b) and (c) shall be reinstated for use at a later date to be mutually agreed.

**\*13.09 Compensation for Holidays Falling in Vacation Schedule**

(i) Eight (8) Hour Shifts

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 time to be mutually agreed upon.

(ii) Twelve (12) Hour Shifts

If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed those additional vacation hours with pay at a time to be mutually agreed upon,

**13.10 Calculation of Vacation Pay**

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

**13.11 Vacation Credits for the First and Last Month of Employment**

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

**13.12 Overtime Vacation Pay**

When an employee is required to work during his/her vacation, he/she will receive pay at the rate of double (2) time. Hours worked while on vacation shall not be deducted from the employee's vacation credits. The Employer will make every reasonable effort not to require the employee to return from his/ her annual leave.

**13.13 Unused Vacation Paid to Estate**

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

**ARTICLE 14 - Sick Leave**

**\*14.01 Annual Paid Sick Leave**

(i) Eight (8) Hour Shifts

(a) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service.

(b) The maximum number of days of sick leave **which** may be awarded to an employee during any **consecutive** twenty (20) year period of service shall not exceed four hundred and eighty (480) days.

(ii) Twelve (12) Hour Shifts

(a) An employee is eligible to accumulate sick leave with full pay at a rate of fifteen (15) working hours for each one hundred sixty-two point five (162.5) hours of service.

(b) The maximum amount of sick leave **which** may be awarded to an employee during any **consecutive** twenty (20) year period of service shall not exceed thirty-six hundred (3,600) working hours.

#### 14.02 Proof of Illness

Sick leave **with** full pay in excess of three (3) consecutive days shall not be awarded to an employee unless he/she has submitted in respect thereof, a medical certificate. In cases **of** an established pattern of sickness, the Employer reserves the **right** to request a medical certificate for any period of sickness.

#### 14.03 Expiration of Paid Sick Leave

When an employee has reached the maximum of the **sick** leave which may be awarded **him/her**, he/she shall, if he/she is **still** unfit to return to duty, proceed at his/her option on annual leave if he/she is eligible to receive such leave, or if not, on special leave without pay to a maximum of one (1) year.

#### 14.04 Sick Leave Credit During Paid Leave of Absence

When an employee is given **paid** vacation or **special** paid leave of absence, or while on Workers' **Compensation**, he/she shall receive sick leave credit for the period of such absence on his/her return to work.

#### \*14.05 Extension of Sick Leave

(a) (i) **Eight (8)** Hour Shifts

An employee with more than five (5) years of service who has exhausted his/her sick leave credits may be allowed, in the event of illness, an extension of **his/her** sick leave to a maximum of fifteen (15) working days. This sick leave **extension** shall be repaid by the employee upon his/her return to duty from his/her normal monthly accumulation.

## (ii) Twelve (12) Hour Shifts

An employee with more than five (5) years of service who has exhausted his/her sick leave credits may be allowed, in the event of illness, an extension of his/her sick leave to a **maximum** of one hundred and twelve point five (112.5) hours. This sick leave extension shall be repaid by the employee upon his/her return to duty from his/her normal monthly **accumulation**.

- (b) When an employee **has** used the maximum of sick leave which may be awarded to him/her In accordance with the 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.
- (c) Medical **certificates** as **required** by the Employer shall be supplied.

**14.06** Illness Associated with Pregnancy

An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy up to the commencement of her **maternity** leave or date of delivery provided that she has sick leave to her credit and is not already on other leave, except annual leave.

**14.07 Deductions** from Sick Leave

A **deduction** shall be made from accumulated sick leave for all **working** days absent for sick leave. Absence on the account of illness for less than one half ( $\frac{1}{2}$ ) a day shall not be deducted; for half( $\frac{1}{2}$ ) a day or more and less than a full day, it shall be deducted as half ( $\frac{1}{2}$ ) a day.

**14.08 Medical** Care Leave

Employees may be allowed to take sick leave in **order** to engage in personal preventative medical and dental care. The employees shall be required to show proof of having received such care.

**14.09 Sick** Leave **Defined**

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

**14.10 Sick Leave Record**

In January, the Employer shall give to the Association's representative a record of the amount of sick leave accrued and used by each employee up to and including the previous December 31.

**14.11 Sick Leave Credits for the First and Last Month of Employment**

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

**14.12 Injury on Duty**

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

**14.13 Disability Retirement**

- (a) If it appears, in the opinion of a medical doctor, that it is unlikely that the employee will be able to return to duty after the expiration of his/her accumulated sick leave, the employee may be retired effective when his/her accumulative sick leave has expired or at retirement age, and paid such pension award as he/she may be eligible to receive.
- (b) Employees unable to perform their duty because of medical reasons will be entitled to use all their accumulated sick leave before being pensioned or terminated.

**ARTICLE 15 - Maternity and Adoption Leave****15.01 Request for Maternity Leave**

An employee shall be eligible for and shall be permitted to commence maternity leave at the beginning of the sixth (6th) month of pregnancy. Permission to commence maternity leave shall not be unreasonably denied. The maximum maternity leave allowed under this Clause shall be thirty-three (33) weeks in total.

**15.02 Incompatibility with Job Requirements**

The Employer retains the right to require an employee to commence maternity leave if the state of her health becomes incompatible with the requirements of her job.

**15.03 Return to Work**

An employee may return to duty provided she has given the Employer two (2) weeks notice of her intention to do so and that she submits to her Employer a certificate of fitness from her physician on the date of her return.

**15.04 Vacation Before or After Maternity Leave**

At her request, an employee may be awarded vacation immediately before or immediately following maternity leave.

**15.05 Retention of Accumulated Benefits**

- (a) The benefits under this Agreement accrued by an employee up to the commencement of maternity or adoption leave, shall be retained by the employee provided that she returns to duty within the time limits specified.
- (b) While on maternity or adoption leave, employees shall continue to accumulate service for annual leave and seniority purposes only.
- (c) Maternity and adoption leave, up to a maximum of seventeen (17) weeks, shall be counted as service for the purpose of step progression and severance pay.

**15.06 Adoption Leave**

Subject to the approval of the Employer, special leave without pay may be granted to an employee to a maximum of thirty-three (33) weeks following the adoption of a child.

**15.07 Maternity Leave - Job Posting**

- (a) An employee who applies for a position in accordance with **Clause 25.01** while on maternity or adoption leave shall be considered for that job posting in accordance with the provision of **Clause 25.04**. If the employee, on maternity or adoption leave is successful, her trial period shall start upon her return to work.
- (b) Upon written request to the Employer from the employee who is on maternity or adoption leave, job postings shall be forwarded to the employee.

**\*15.08 Protection of Pregnant Employees**

Pregnant employees shall not be required by the Employer to be in contact with patients who have a contagious disease which may put her unborn child at risk.

## ARTICLE 16 - Compassionate Leave

**\*16.01 Compassionate Leave With Pay Shall be Awarded to an Employee as Follows:**

## (i) Eight (8) Hour Shifts

- (a) In ~~the~~ case of the death of an employee's mother, father, brother, sister, child, spouse, common law spouse, legal guardian, grandmother, grandfather, grandchild, ~~mother-in-law, father-in-law, or near relative living in the same household, three (3) days.~~
- (b) In the case of a son-in-law, daughter-in-law, ~~brother-in-law or sister-in-law, one (1) day.~~
- (c) If the death of a relative referred to in Clause 16.01 (a) occurs outside the Province, an employee may be granted leave with pay not exceeding four (4) days for the purpose of attending the funeral.
- (d) In cases where extraordinary circumstances prevail, the Employer at his/ her discretion, may grant special leave with pay for bereavement up to a maximum of two days in addition to that provided in Clauses 16.01(a) and 16.01 (c). Special compassionate leave without pay may be granted with the approval of the Employer.

## (ii) Twelve (12) Hour Shifts

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, common law spouse, legal guardian, grandmother, grandfather, grandchild, ~~father-in-law, mother-in-law, or near relative living in the same household, twenty-two point five (22.5) hours.~~
- (b) In the case of a son-in-law, daughter-in-law, ~~brother-in-law or sister-in-law, seven point five (7.5) hours.~~
- (c) If the death of a relative referred to in Clause 16.01(a) occurs outside the Province the employee may be granted leave with pay not exceeding thirty (30) hours for the purpose of attending the funeral.



- (d) In cases where extraordinary circumstances prevail, the Employer at his/her discretion may grant special leave with pay for bereavement up to a maximum of fifteen (15) hours in addition to that provided in Clauses 16.01 (a) and (c).

#### ARTICLE 17 - Special Paid Leave

##### 17.01 Paid Jury or Court Witness

- (a) The Employer shall grant a leave of absence without loss of pay, seniority, or accumulative benefits to an employee who is summoned for jury service, or serves as a juror, or who is subpoenaed to attend upon any court as a witness.
- (b) If the employee is required to be in court in respect of any matter arising out of his/her employment with the Employer on his/her scheduled day of rest, he/she shall be compensated at his/ her regular hourly rate or time off in lieu of pay for each hour spent in court on his/her day of rest to a maximum of seven point five (7.5) hours per day.
- (c) When requested, the employee shall present proof that he/she attended as a juror or a witness pursuant to sub-paragraph (a) or sub-paragraph (b).
- (d) Where an employee appears before a court for reasons other than those stated in (a) and (b) above, he/she shall be granted a leave of absence without pay or allowed to take annual leave or time off in lieu of overtime he/she may have to his/her credit.

##### \*17.02 Family Leave

- (a) Subject to Clause 17.02(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 related to the birth of the 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 needs related to the adoption of a child; and
  - (vi) attend to needs related to home or family emergencies.
- shall be awarded up to three (3) days paid family leave in any

calendar year for employees working eight (8) hour shifts and up to twenty-two point five (22.5) hours in any calendar year for employees working twelve (12) hour shifts.

- (b) In order to qualify for family leave, the employee shall:
  - (i) provide as much notice to the Employer as is reasonably possible;
  - (ii) provide to the Employer valid reasons why such leave is required; and
  - (iii) where appropriate, and in particular with respect to (iii), (iv), and (v) of 17.02 (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 compassionate leave or sick leave.
- (d) Casual employees shall not qualify for family leave

#### **17.03 Educational Leave**

With the approval of the Administrator, special paid leave and expenses may be granted for attendance at educational programs.

#### **17.04 Leave for Professional Association Business**

An employee who is a member of the executive of his/her professional association, either Provincial or National, may be granted leave with pay as agreed upon between the Employer and the employee. It is expressly agreed that encouragement of such involvement by the Employer is beneficial both to the employee and the Employer.

### **ARTICLE 18 - Special Leave Without Pay**

#### **18.01 General**

Leave of absence without pay may be granted to an employee at the discretion of the Employer.

#### **18.02 Educational Leave**

- (a) With the approval of the Administrator, an employee may be granted leave without pay in order to upgrade his/ her educational qualifications subject to such terms and conditions as may be agreed between the employee and the Employer. Employees shall have their positions protected for the duration of such leave.

- (b) With the approval of the Administrator, a permanent employee who has completed five (5) years of service shall be granted a leave to a maximum of twelve (12) months in order to upgrade his /her educational qualifications applicable to his/her profession. Such approval shall not be unreasonably withheld and in no event shall approval be withheld for a period of greater than twelve (12) months. This leave is without pay or seniority and without loss of accumulated seniority and accumulated leave. An employee shall be entitled to receive up to a maximum of twelve (12) months unpaid leave for each five (5) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one (1) time.

#### ARTICLE 19 - Hours of Work

##### \*19.01

##### (a) The Normal Hours of Work

###### (i) Eight (8) Hour Shifts

The normal hours of work shall be seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week exclusive of meal breaks, but to include a rest period of fifteen (15) consecutive minutes in the first half and in the second half of a work day.

###### (ii) Twelve (12) Hour Shifts

The hours of work shall be seventy-five (75) hours a fortnight divided into eleven and one-quarter (11¼) hours or a combination of seven and one-half (7½) and eleven and one-quarter (11¼) hours. The work schedule may be changed by mutual consent between the employees and the Employer. The seven and one-half (7½) hour shift excludes a thirty (30) minute unpaid meal period but includes a rest period of fifteen (15) consecutive minutes in the first half and second half of the shift. The eleven and one-quarter (11¼) hour shift excludes a forty-five (45) minute unpaid meal period but includes a rest period of fifteen (15) consecutive minutes during each third of the shift. The meal periods and rest period may be combined by mutual agreement between the employee and his/ her supervisor.

- (b) The Employer and the Association may agree that employees in a particular work area may work a twelve (12) hour shift schedule.

The request for a twelve (12) hour shift schedule may come from seventy-five (75) percent of the employees in the **work area** or the Employer and if agreed upon by the parties, all employees in that work area shall work a twelve (12) hour shift schedule. This twelve (12) hour shift schedule shall remain in effect in the work area until either of the parties gives the other thirty (30) calendar days notice of its intention to terminate this twelve (12) hour shift agreement.

**19.02 Existing Practice**

Employees on staff at the signing of this Agreement whose work week and/ or work day is less than those specified in Article 19 will not have their hours of work increased during the term of this Agreement.

**\*19.03 Days of Rest**

Days of rest shall be allocated at the rate of the minimum of two (2) consecutive days of rest except where mutually agreed by the employee and his/her supervisor.

**\*19.04 Days of Rest Rescheduled**

When an employee's days of rest are rescheduled within forty-eight (48) hours of the originally scheduled days of rest, he/she shall be paid double time for the hours worked on the originally scheduled days of rest. This Clause shall not apply if the days of rest are changed at the request of the employee.

**\*19.05 Change of Shift**

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

- (a) Twenty-four (24) hours notice before the originally scheduled shift if the rescheduled shift occurs after the originally scheduled shift,
- (b) Twenty-four (24) hours notice before the rescheduled shift if the rescheduled shift occurs before the originally scheduled shift.

Should the required notice not be given in accordance with this Article, the employee shall be paid at the rate of time and one-half (1 ½) his/her regular hourly rate for the shift worked. This Clause shall not apply if the change of shift was made at the request of the employee.

**\*19.06 Rest Between Change of Shifts**(i) Eight **(8)** Hour Shifts

There shall be at least sixteen (16) hours between scheduled shifts unless otherwise agreed to by mutual consent between the employee and the supervisor.

(ii) Twelve **(12)** Hour Shifts

There shall be at least twelve (12) hours between shifts (excluding overtime) unless otherwise agreed to by mutual consent between the employee and the supervisor. Where twelve (12) hours of rest (excluding overtime) are not provided, the employee shall receive pay at the rate of time and one-half (1½) for each hour worked on the scheduled shift which infringes on the twelve (12) hour rest period.

**\*19.07 Shift Differential**(i) Eight **(8)** Hour Shifts

A shift differential of thirty-one (31) cents per hour, effective April 1, 1990, shall be paid to any shift worker for each hour he/she works between the hours of 1600 hours on one day and 0800 hours the following day.

(ii) Twelve **(12)** Hour Shifts

A shift differential of thirty-one (31) cents per hour effective April 1, 1990, shall be paid for each hour the employee works between the hours of 1600 hours on one day and 0800 hours on the following day.

**ARTICLE 20 - Overtime****20.01 Overtime Rate**

When an employee is required to work in excess of his/her normal hours, he/she shall be granted at his/her option, **compensatory** time off at the rate of one and one-half (1½) times the number of hours worked in excess of his/her normal hours, or overtime pay at the rate of one and one half (1½) times his/her regular rate of pay for time worked in excess of the normal hours of work.

**20.02 Regular Hourly Rate**

The regular hourly rate for employees shall be calculated by dividing the bi-weekly salary by the number of normally scheduled hours of work.

**20.03 Approval of Overtime**

All overtime must be authorized by the Employer or Director except in the case of an emergency.

**20.04 Sharing of Overtime**

All overtime will be shared equally among employees with the appropriate classification.

**25.05 Calculating of Overtime Rates**

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

**ARTICLE 21 - State of Emergency Due to Weather Conditions****21.01 Adverse Weather Conditions**

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.

- (a) All employees are required to report for duty as scheduled.
- (b) When an employee through no fault of his/her 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/she be required to make up in any way for time lost due to not reporting for work.
- (c) Notwithstanding the 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 Clause 21.01(b) above.
- (d) An employee who worked during the emergency will be paid at the rate of time and one-half (1½) for all hours worked.

## ARTICLE 22 - Standby and Call-Back

**22.01 Standby Duty**

Subject to Clause 22.02, an employee required to perform standby shall be compensated as follows:

- (a) An employee required to perform standby duty shall be paid six dollars and ninety cents (**\$6.90**) for each eight (**8**) hour shift of **standby**.
- (b) When standby is required on a statutory holiday, the rate of compensation shall be nine dollars and ten cents (**\$9.10**) for each eight (**8**) hour shift of standby.

**22.02 Authorization of Standby**

All standby duty shall be **authorized** and scheduled by the Employer, and no compensation shall be granted **for the** period of standby, if the employee does not report for work when required.

**22.03 Callback****(a) Callback Pay Rate**

An employee who is called in to work outside his/her normal working hours shall be paid a minimum of three (**3**) hours at the applicable overtime rate.

**(b) Transportation Expenses Not Payable**

An employee shall not receive any payment for transportation expenses where:

- (1) he/she lives in **subsidized** hospital accommodation adjacent to the hospital or
- (2) transportation is provided by the Employer.

**(c) Transportation Expenses - Payable**

Subject to(b) above, when an employee is recalled to work under the conditions described in (a) above, he/she shall be paid the **cost** of transportation to and from his/her place of work to a maximum of eight dollars and fifty cents (**\$8.50**) or the appropriate **mileage** for each callback. This Clause will not apply to Clause **19.04**.

**22.04 No Pyramiding**

There shall be no pyramiding. An employee **who** is called to work and completes the work in less than the minimum three (**3**) hours and is subsequently recalled within the three (**3**) hour minimum, shall receive only the benefit of **the** three (**3**) hour minimum once.

However, should the total time on calls exceed the three (3) hour minimum, the employee will be compensated for the actual time worked at the applicable overtime rate.

**22.05 Return to Work Following Callback**

Where an employee works on a callback beyond 0200 hours for a period greater than three (3) hours, the employee will be entitled to up to an eight (8) hour rest period without loss of pay provided that there are sufficient qualified staff to do the work required.

**ARTICLE 23 - Part-Time Employees**

**23.01 Awarding of Benefits to Part-time Employees**

The benefits awarded to part-time employees shall be prorated to those of full-time employees.

**23.02 Payment for Part-time Employees - Statutory Holidays**

Part-time employees shall be paid on a prorated basis for statutory holidays in the pay period in which the statutory holiday occurs.

**ARTICLE 24 - Seniority**

**24.01 Loss of Seniority**

Seniority shall be forfeited by an employee for any of the following reasons:

- (a) he/she resigns in writing;
- (b) he/she is discharged for just cause;
- (c) he/she is laid off for a period of two (2) years or more; or
- (d) he/she fails to return to work upon recall under the provisions of Clause 24.02.

**24.02 Role of Seniority in Layoffs**

- (a) Subject to (b) in the event of layoff, the employees shall be laid off in reverse order of seniority and recalled in order of seniority.
- (b) Temporary employees shall be terminated before any permanent employees are laid off provided that the remaining permanent employees are sufficiently qualified to perform the required work.

**24.03 Seniority by Classification**

An employee in a higher classification in a series in the bargaining unit shall be considered senior to an employee in a lower classification in the same series in the bargaining unit.



**24.04 No New Employees**

No new employees shall be hired until employees who have completed their probationary period and who are on layoff status or under notice of layoff have been given an opportunity of recall or reassignment, provided that employees on layoff status or notice of layoff have sufficient qualifications to perform the work required.

**24.05 Recall Procedure**

Subject to Clause 24.01(c), a permanent employee recalled for employment of short duration shall not lose his/her recall rights for refusal to return to work.

**24.06 Seniority Roster**

A roster of all permanent employees covered by this Collective Agreement showing the names and seniority expressed in hours shall be forwarded to the Association's hospital representative by January 31 of each year.

**24.07 Notice of Layoff**

The Employer shall notify the permanent or part-time employee who is to be laid off thirty (30) calendar days prior to the date of layoff. Temporary employees who are to be laid off prior to their date of termination shall receive fourteen (14) calendar days notice of layoff.

**ARTICLE 25 - Promotion and Staff Changes****25.01 Posting of Vacancies**

All vacancies in the classifications covered by this Agreement shall be posted on the bulletin board space provided, for a minimum of fourteen (14) calendar days within the hospital.

**25.02 Temporary Assignment**

An employee who is temporarily assigned by the Employer to a position for which a higher rate of pay is applicable will receive the salary rate for the assigned position in accordance with the promotional procedure as outlined in Clause 25.09 provided that he/she fills that position for a period of at least two (2) consecutive days.

**25.03 Notification of Successful Applicant**

Within five (5) days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on the bulletin board space provided for Association notices.

**25.04 Staff Changes**

In making staff changes primary consideration shall be given to qualifications, ability and fitness to perform the required duties. When qualifications, ability and fitness are equal, seniority shall prevail.

**\*25.05 Trial Period****(i) Eight (8) Hour Shifts**

The employee who accepts a promotion to a higher position is entitled to a trial period of forty (40) working days. During this period the employee may return to his/her former position and salary without loss of seniority.

**(ii) Twelve (12) Hour Shifts**

The employee who accepts a promotion to a higher position is entitled to a trial period of up to three hundred (300) working hours. During this period, the employee may return to his/ her former position and salary without loss of seniority.

**25.06 Return to Former Position**

If, in the opinion of the Employer, the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he/she shall be returned to his/her former position and salary without loss of seniority and any other employees promoted or transferred because of the rearrangement of the position shall be returned to his/ her former position and salary without loss of seniority.

**25.07 Voluntary Demotion**

If an employee is voluntarily demoted, he/she shall be returned to his/her former classification and salary when a suitable position becomes available.

**25.08 Temporary Vacancies**

No position of a permanent nature will be filled by keeping summer relief, temporary employees or part-time employees on to fill the position without having the position posted.

**25.09** Promotion

On the promotion of an employee to a higher pay range, his/her **rate** of pay will be established at the nearest step in the new range which exceeds his/her existing rate by at least five (5) percent, but not to exceed the maximum of the new range.

**25.10 Handicapped Worker Provision**

An employee who has become **incapacitated** by injury or illness will be employed in other work which he/she can do, providing a suitable position is available within the bargaining unit, and the applicable rate for the new position will apply. Such an employee will not displace an employee with more seniority.

**25.11** Changes in Pay on Promotion

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

ARTICLE **26** - Staff Health Service**26.01** Staff Health Service

In all hospitals and institutions, a staff health service shall be available in the case of accident, illness, or injury while an employee is on duty.

**26.02** Medical Examinations

Medical examination, x-rays, etc. required by the Employer shall be **provided** free of charge to the employee through the staff health program.

**26.03** Group Life and Extended Health Benefits Plan

- (a) The plan presently in effect including the premium portion shall remain in effect during **the** term of this Agreement.
- (b) When an employee is on extended leave without pay, then the employee may pay the full premium in **order to maintain** coverage while on such leave.
- (c) Employer maintains payment of the Employer's premiums while an employee is on maternity leave or adoption leave for a maximum of seventeen (17) weeks.

## ARTICLE 27 - General Benefits

**27.01 Pension Plan**

The Employer shall make available a pension plan for employees in the scope of this Agreement.

**27.02 Adequate Work Space**

Where possible, the Employer shall endeavour to provide adequate office space, treatment space and necessary equipment for the efficient operation of each department.

**27.03 Clerical Assistance**

To facilitate efficient operation of each department, the Employer, where possible, shall endeavour to provide sufficient clerical staff to handle the necessary clerical duties.

**\*27.04 Availability of Salary Cheques**

- (a) Employees shall receive their salary cheque bi-weekly. Overtime pay will be included in the regular pay cheque for the pay period next succeeding the pay period during which overtime was earned. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions.
- (b) Salary cheques will be available on pay day at 0900 hours for those employees scheduled to work between the hours of 0800 and 1700 hours on pay day.
- (c) It is agreed that those institutions which, through established institutional policy, currently follow an earlier payment schedule and a deferral of overtime payments greater than the period stated in Clause 27.04(a) above will for the life of this Agreement, maintain their existing practice and policy.

**27.05 Advance Notice of New Method of Operation**

Any proposed change in the present method of operation which affects the conditions of employment shall be discussed by the Employer and the representative of the Association in the specific hospital or agency concerned before such new method of operation is introduced.

**27.06 Pay Equity**

The parties acknowledge that the legislature has passed the Public Sector Restraint Act and that such Act shall have effect until finally ruled ineffective or inapplicable by any Tribunal or Court, including the Supreme Court of Canada. Should such a ruling be made then the Pay Equity Agreement as outlined in Schedule "F" shall have full effect.

**\*27.07 Sexual Harassment**

- '(a) Both the Employer and the Association consider sexual harassment to be reprehensible and are committed to maintaining an environment in which sexual harassment does not exist.
- \*'(b) The Employer and the Association recognize the right of employees to work in an environment free from sexual harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the sexual harassment ceases.
- (c) The victim shall be protected from repercussions which may result from his/her complaint.

**27.08 Damaged Attire**

Any attire or article worn by an employee which is damaged in the course of his/her duties not due to his/her carelessness shall be repaired or replaced at the Employer's cost.

**ARTICLE 28 -Workers' Compensation****28.01 Scope of Workers' Compensation Act**

All employees shall be covered by the Workers' Compensation Act. In cases where employees are currently entitled to equal or greater benefits to those provided by the Workers' Compensation Act, these benefits shall continue in effect.

**28.02 Workers' Compensation Pay Supplement**

An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act shall receive from the Employer, the difference between the amount payable by the Workers' Compensation Commission and his/her regular net salary. Should the Workers' Compensation Commission determine that the occupational accident occurred as a result of the employee's misuse of or failure to use the necessary safety equipment or his/her failure to follow prescribed work procedures, the difference between the amount payable by the Workers' Compensation Commission and his/her regular net salary shall not be paid **by the** Employer. Equivalent benefits shall be awarded to employees entitled to greater or equal benefits to

these provided under the Workers' Compensation Act. For the purpose of this Clause, the employee's net pay shall be calculated on the basis of the total average earnings as calculated by the Workers' Compensation Commission.

**28.03 Pending Settlement**

Pending a settlement of the insurable claim, the employee shall continue to receive the full net pay and benefits of this Agreement, subject to necessary adjustments.

**28.04 Retention of Benefits**

An employee who is unable to work due to injury received on duty shall not lose vacation or sick leave credits.

**ARTICLE 29 - Portability**

**\*29.01 Portable Benefits**

Employees who are accepted for employment in another or the same hospital covered by this Agreement within thirty (30) days of resignation shall retain portability respecting:

- (1) accumulated sick leave credits
- (2) pensionable service
- (3) accumulated vacation entitlement
- (4) health and insurance plan
- (5) severance pay

For an employee to transfer the above benefits and retain portability in accordance with this Article, all benefits in (1) to (5) above must be transferred. Otherwise, an employee may request payment for accumulated annual leave credits and severance pay, where applicable, and remaining benefits as outlined above will not be transferred.

**29.02 New Salary Rate**

Employees who receive portability or benefits under Clause 29.01 shall be placed on the appropriate salary scale at their new place of employment in accordance with the following:

- (1) If the new position carries a pay range higher than that of the position just vacated, the employee shall be placed on the appropriate step of the new pay range in accordance with the promotion procedures as outlined in Clause 25.09.

- (2) If the new position carries a pay range equivalent to that of the position just vacated, the employee shall be placed on the same step of the equivalent pay range in accordance with the existing transfer procedures.
- (3) If the new position carries a pay range lower than that of the position just vacated, the employee shall be placed on the appropriate step of the new pay range in accordance with the employee's experience credits based on Clause 40.01.

**29.03 Extension of Time Limits**

It is agreed that the thirty (30) day time limit provided for in Clause 29.01 may be extended by up to fifteen (15) days in cases where an employee has applied for employment within thirty (30) days of resignation and the acceptance has not been finalized within thirty (30) days of resignation.

**ARTICLE 30 - Termination of Employment**

**30.01 Period of Notice**

Four (4) weeks written notice shall be given regarding termination of employment, by either the Employer or employee, unless otherwise specified in a written contract of employment concerning staff recruited by the Employer from outside the Province of Newfoundland or unless mutually satisfactory arrangements are made otherwise.

**30.02 Vacation Pay on Termination of Service**

Upon termination of service for any cause, an employee will receive vacation pay for all his/ her current annual vacation on a proportionate basis taking into account the actual number of months worked since the beginning of the vacation year as per Schedule "D" less any previous vacation taken in the period plus pay for his/her accumulated vacation carried forward from a previous year.

**ARTICLE 31 - Escort Duty**

**31.01 Compensation for Escort Duty**

When an employee on duty is required to attend a patient as an escort and the time involved on a trip exceeds the employee's regular time, he/she shall receive the time off or pay at his/her

option at the applicable overtime rates for all time in excess of the normal hours which the employee spends with the patient or attends to the needs of the patient.

**\*31.02** Returning Following Escort

(i) Eight **(8)** Hour Shifts

If the employee on escort duty commences his/ her return to his/her hospital with equipment, *drugs*, or documents, and if none, then to his/her residence, within eight **(8)** hours following relief of escort duty, he/she shall receive time off or pay at his/her option, at the applicable overtime rates for all time spent in return travel in excess of his/her normal seven and one-half **(7.5)** hours of work.

(ii) Twelve **(12)** Hour Shifts

If the employee on escort duty commences his/ her return to his/her hospital with equipment, drugs or documents, and if none, then to his/her residence, within eleven and one-quarter **(11¼)** hours following relief of escort duty, he/she shall receive time off or pay, at his/her option at the applicable overtime rates for all time spent in return travel in excess of his/her normal eleven and one-quarter **(11¼)** hour shift.

**31.03** No Loss of Days of Rest

Subject to Clause **31.02**, if an employee is detained following relief of escort duty due to weather or other transportation difficulties, he/she shall not lose his/her day(s) of rest. The time he/she is so detained and the time spent travelling to his/ her hospital shall be deemed to be time worked with a maximum of seven and one half **(7½)** hours at straight time in a twenty-four **(24)** hour period.

**31.04** Escort Duty Pay

On completion of the assignment, an employee shall receive fifty-one dollars **(\$51)** for each assignment to escort a patient, When involved with air ambulance or when more than four **(4)** hours are spent attending the patient, the employee shall receive sixty-one dollars **(\$61)** for his/her assignment to escort duty.

**\*31.05** Return to Work Following Escort

(i) Eight **(8)** Hour Shifts

No employee returning from escort duty will be required to commence another regular seven and one half **(7½)** hour



work day within twelve (12) hours of his/her return unless otherwise agreed between the Employer and the employee concerned, and provided that there are sufficient qualified staff to do the work required.

In cases where an employee works on escort duty beyond 0200 hours for a period greater than three (3) hours, the employee will be entitled to up to an eight (8) hour rest period without loss of pay provided that there are sufficient qualified staff to do the work required.

(ii) **Twelve (12) Hour Shifts**

No employee returning from escort duty shall be required to commence another regular eleven and one-quarter (11¼) hour shift within twelve (12) hours of his/her return unless otherwise agreed between the Employer and the employee concerned.

In cases where an employee is required to work beyond 0200 hours, and who has not had a sufficient rest period, he/she shall be entitled to up to a twelve (12) hour rest period. The first eight (8) hours of the rest period shall be without loss of pay and the remainder shall be granted at his/her option, as compensatory overtime or annual leave.

**31.06 Travel Allowance**

An employee shall be given a travel allowance advance for all anticipated travel expenses before commencing escort duty. A subsequent travel claim shall be submitted in accordance with normal travel procedures and regulations.

**31.07 Voluntary Escort**

Should an employee volunteer in advance for escort duty and elect to take time off before returning to regular duty, he/she shall receive only straight time for the travelling time on the return journey.

**31.08 Travel Insurance**

Employees required to escort duty shall be covered by adequate travel insurance.

**31.09 No Allowance Within A Twenty-Five (25) Mile Radius.**

With the exception of Bell Island, the provisions of this Article shall not apply where an employee is escorting a patient within the same city or town, or another city or town within a radius of **twenty-five (25)** miles of the hospital.

## ARTICLE 32 - Severance Pay

**32.01 Service Requirements**

- (a) An employee who has nine (9) or more years continuous service in the employ of the Employer is entitled to be paid on resignation or on retirement, 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.
- (b) Maternity leave and adoption leave up to seventeen (17) weeks shall be counted as service for severance pay purposes. Employees shall be given credit for all periods of maternity leave and adoption leave since their last date of hire.
- (c) Employees who have been laid off for longer than two (2) years, or who have died, shall be entitled to severance pay provided they have nine (9) or more years continuous service in the employ of the Employer.

## ARTICLE 33 - Complete Agreement

**33.01 Complete Agreement**

This Agreement is the entire agreement of the parties hereto terminating all prior agreements and practices with respect to those matters specifically provided for herein and concluding all collective bargaining during the term of this Agreement.

**33.02 Amending or Altering**

It is agreed by the parties to this Agreement that any provision in the Agreement, other than the term of the Agreement, may be amended or altered by mutual consent of the Employer and the Association.

**33.03 Future Legislation**

In the event that any law passed by the Legislature applying to the employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of this Agreement shall remain in effect for the term of this Agreement.

**33.04 No Private Agreement**

There shall be no written or verbal agreement between the employee and the Employer which may conflict with the terms of the Collective Agreement except where mutually agreed between the employee, the Association and the Employer.

The provisions of this Collective Agreement shall take precedence over any or all policies made by the Employer concerning wages, benefits, or working conditions affecting employees within the scope of this Collective Agreement.

#### ARTICLE 34 - Contracting Out

##### 34.01 Employee Protection

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

##### 34.02 Period of Notice

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

#### ARTICLE 35 - Malpractice Insurance

##### 35.01 Continuation of Insurance

It is agreed that the system of malpractice insurance currently carried by hospitals and agencies covered by this Agreement will remain in effect for the duration of this Agreement.

(This Clause does not apply to hospitals and agencies operated by the Government of Newfoundland and Labrador; however, it is intended that hospitals and agencies not operated by Government shall be required to carry such insurance.)

#### ARTICLE 36 - Use of Automobile

##### ● 36.01 Mileage Rate

When in the course of his/her duty, an employee is required to travel on the Employer's business, transportation shall be provided by the Employer or with the approval of the Administrator, he/she may be permitted to use his/her own vehicle and be reimbursed at the rate of twenty three (23) cents per kilometer effective September 1, 1990.

**\*36.02 Regular User Insurance**

When an employee is required by the Employer to have an automobile at his/her disposal, he/she shall, on production of a premium invoice receipt, be reimbursed for the difference between private and business insurance. These employees shall be paid twenty three (23) cents per kilometer effective September 1, 1990, for all kilometers travelled on the Employer's business.

**\*36.03 Long Distance Phone Call**

After each period of three (3) consecutive nights in overnight travel, the employee shall be entitled to one (1) three (3) minute person-to-person telephone call.

**\*36.04 Meal Rates**

For employees required by the Employer to travel on Employer business the meal rate for travel on the Island, the per diem meal rate shall be:

Twenty-eight (28) dollars (\$7 Breakfast, \$8 Lunch, \$13 Dinner)

For travel in Labrador, the per diem meal rate shall be:

Thirty-one (31) dollars (\$7 Breakfast, \$9 Lunch, \$15 Dinner)

For travel outside the Province, the per diem meal rate shall be:

Forty-one (41) dollars (\$8 Breakfast, \$13 Lunch, \$20 Dinner)

**ARTICLE 37 - Labrador Benefits****\*37.01 Labrador Benefits**

The Labrador benefits shall be paid to employees covered by this Agreement who are eligible to receive such benefits as outlined in Schedule "G" (only the April 1, 1990, rates will apply effective from April 1, 1990).

**ARTICLE 38 - Uniforms and Protective Clothing****\*38.01 Uniform Allowance**

An employee who is required to wear a uniform not supplied by the Employer, shall receive a uniform or clothing allowance in the amount of one hundred and seventy-five dollars (\$175) effective April 1, 1990, which shall be paid on the first pay period in December or upon termination on a prorated basis.

**38.02 Protective Clothing**

Where protective clothing is necessary and is routinely required to be worn, the Employer shall provide such clothing free of charge. In cases where laundering of such clothing is required it shall be provided free of charge. Protective clothing shall not be deemed to be normal uniform.

**38.03 Quantity, Issue and Control of Clothing**

The quantity, issue and control of clothing provided shall be regulated by the Employer.

**ARTICLE 39 - Educational Opportunities****39.01 Educational Opportunities**

The Employer endorses the provision of opportunities for continuing professional advancement. With the approval of the Employer, such professional advancement may be attained through orientation programs, regular staff meetings, attendance at professional conferences and workshops and by granting leave for professional education.

**39.02 Period of Protection**

Employees who have been granted leave of absence with the approval of the Employer under Clause 39.01 and who return to work within twelve (12) months will have their position protected. Employees who are granted leave in accordance with this Article for periods in excess of twelve (12) months will have their position protected for the extended period if mutually agreed by the Employer and the employee.

**39.03 Posting of Opportunities**

Opportunities for professional advancement shall be posted on the appropriate notice boards.

**ARTICLE 40 - Experience Credits****40.01 Experience Credits**

Effective January 1, 1981 and subject to(g) below, an employee on appointment shall be paid for experience as follows:

- (a) less than two (2) years experience, Step 1 of the appropriate salary scale,
- (b) two (2) years experience but less than four (4) years experience, Step 2 of the appropriate salary scale,

- (c) four (4) years experience but less than six (6) years experience, Step 3 of the appropriate salary scale,
- (d) six (6) years experience but less than eight (8) years experience, Step 4 of the appropriate salary scale,
- (e) eight (8) years experience but less than ten (10) years experience, Step 5 of the appropriate salary scale,
- (f) ten (10) years or more experience, Step 6 of the appropriate salary scale,
- (g) Any employee who has not attained the salary level outlined in paragraphs (a), (b), (c), (d), (e), or (f), but who during the term of the Agreement qualifies with these experience requirements, shall receive the benefits of the step movement effective the date of qualification.

#### 40.02 Reappointment

Employees being **re-employed** after termination shall be placed on their respective salary scales on a step not lower than the step they were on at the date of termination provided that they have not been out of the employment of an Employer covered by the Collective Agreement for a period of more than two (2) years,

### ARTICLE 41 - Retroactivity

#### 41 .01 Retroactive Payments

- (a) Salaries
  - (b) Overtime
- and other benefits as specified in this Agreement

The Labrador Allowance is effective as outlined in Clause 37.01.

#### 41.02 Payment to **Terminated** Employees

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

### ARTICLE 42 - Duration of Agreement

#### \*42.01 Period of Agreement

Except as otherwise provided in Clause 41.01, this Agreement shall be effective from the date of signing in full force and effective until June 30, 1991, and thereafter from year to year unless either party gives notice, in writing, of termination or amendment not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of expiration.

**42.02** Notice of Changes

Either party desiring to propose changes to this Agreement shall within thirty (30) calendar days following receipt of notice under Clause 42.01, give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new Agreement.

**42.03** Copies of Agreement

The Employer shall have the Collective Agreement printed and the cost shall be shared equally between the Employer and the Association.

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

SIGNED on behalf of Treasury Board representing Her Majesty the Queen in Right of Newfoundland by the Honourable Winston Baker, President of Treasury Board and the Honourable Chris Decker, Minister of Health, in the presence of the witness hereto **subscribing**:

Winston Baker  
WITNESS

Chris Decker  
Alma Stanley

SIGNED on behalf of the Newfoundland Hospital and Nursing Home Association by its proper officers In the presence of the witness hereto subscribing:

Alma Stanley  
WITNESS

[Signature]  
[Signature]

SIGNED on behalf of the Association of Allied Health Professionals; Newfoundland and Labrador by its proper officers in the presence of the witness hereto subscribing:

[Signature]  
WITNESS

[Signature]  
[Signature]



Schedule "A"  
Salaries

January 1, 1990 add 3% to each step of the salary scale.

July 1, 1990 add 3% to each step of the salary scale.

January 1, 1991 add 4% to each step of the salary scale.

Step Progression

Employees shall advance one (1) step on their respective salary scales on the date when twelve (12) months of service is accumulated, and thereafter from year to year for each additional twelve (12) months of service that is accumulated.

## Schedule "A"

Specification Number	Classification Title	Pay Range Number
5230	E.E.G. Technician I	HP 22
<del>5276</del>	<del>Pharmacist I</del>	<del>HP 31</del>
5277	Pharmacist II	HP 33
5278	Pharmacist III	HP 35
5301	Physiotherapist I	HP 30
5302	Physiotherapist II	HP 32
5303	Physiotherapist III	HP 34
5304	Physiotherapist IV	HP 36
5335	Orthopist	HP 32
5341	Respiratory Therapist	HP 28
5360	Speech Language Pathologist	HP 35
5370	Occupational Therapist I	HP 30
5371	Occupational Therapist II	HP 32
5372	Occupational Therapist III	HP 34
<del>5401</del>	<del>Psychological Assistant I</del>	<del>HP 27</del>
5402	Psychological Assistant II	HP 29
5406	Psychologist I	HP 35
6302	Social Worker I	HP 30
6303	Social Worker II	HP 32
6304	Social Worker III	HP 34
7140	Dietitian I	HP 30
7141	Dietitian II	HP 32

## Schedule "B"

Hospitals and agencies which are party to this agreement and herein referred to as the Employer.

- (a) Government of Newfoundland and Labrador (Department of Health) represented by Treasury Board.
- (b) Those represented by the Hospital and Nursing Home Association:

Bay St. George Senior Citizens' Home  
Baie Verte Peninsula Health Centre  
Bonavista Peninsula Health Care Complex  
Burin Peninsula Health Care Centre  
Captain William Jackman Memorial Hospital  
Carbonear General Hospital  
Carbonear Interfaith Home  
Central Newfoundland Hospital  
Charles S. Curtis Hospital  
Children's Rehabilitation Centre  
Dr. Charles A. Janeway Child Health Centre  
Dr. Charles L. LeGrow Health Centre  
Dr. G.B. Cross Hospital  
General Hospital (including the Miller Centre)  
Green Bay Health Care Centre  
James Paton Hospital  
Melville Hospital  
North Haven Manor  
Notre Dame Bay Hospital  
Salvation Army Grace Hospital  
Sir Thomas Roddick Hospital  
St. Clare's Mercy Hospital  
St. John's Home Care  
St. Luke's Home  
Waterford Hospital  
Western Memorial Hospital

## Schedule "C"

SUMMARY OF GROUP INSURANCE BENEFITS  
FOR MEMBERS OF THE  
GOVERNMENT OF **NEWFOUNDLAND** PLANEffective January **1, 1979****Revised** July **1, 1988**

A booklet containing a more detailed description of the **benefits** of the Plan has been distributed. The following summary has been prepared to **outline** the basic **content** of **the** Plan only, as contractual provisions specified within the group insurance policies prevail.

## BENEFITS

## GROUP LIFE INSURANCE

You are insured for a life **insurance** benefit equal to two times your current annual salary rounded to the next higher **\$1,000**, if not already a multiple thereof, subject to a minimum of **\$10,000** and a maximum of **\$300,000**.

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

**DEPENDANT** LIFE INSURANCE

In the event of the death of your spouse **or** dependent child from any cause whatsoever while you are insured under the plan, the insurance company will pay you **\$6,000** in respect of your spouse and **\$3,000** in respect of each insured dependent child.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

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

If you sustain an injury caused by an accident **occurring** while the policy is **in** force which **results in** one of **the** following losses, **within 365** days of the accident, the benefit shown will be paid to you. In the case of accidental

death, the benefit will be paid to the beneficiary you have named to receive your group life insurance benefits. Benefits are payable in accordance with the following schedule:

Schedule of Benefits

100% of Principal Sum For Loss of:

Life  
 Both Hands or Both Feet  
 Entire Sight of Both Eyes  
 One Hand and One Foot  
 One Hand and Entire Sight of One Eye  
 One Foot and Entire Sight of One Eye  
 Speech and Hearing in **Both** Ears  
 Use of Both Arms or Both Legs or Both Hands  
**Quadriplegia** (total paralysis of both upper and lower limbs)  
**Paraplegia** (total paralysis of both lower limbs)  
**Hemiplegia** (total paralysis of upper and lower limbs of one side of the body)

75% of Principal Sum For Loss of:

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

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

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

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

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

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

All Toes of One Foot  
 Hearing in One Ear

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

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

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

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

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

Effective July 1, 1988, the following additional benefits were included, please see your employee booklet for details.

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

#### WAIVER OF PREMIUM PROVISION

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

#### HEALTH INSURANCE BENEFITS FOR MEMBERS AND DEPENDENTS

##### Drug Expense Benefit

Coverage is provided for 80% of the cost of those drugs and medicines that require a prescription under federal law (including oral contraceptives and insulin). Items which may be dispensed over-the-counter are not covered. The plan is administered on a direct payment basis whereby you pay 20% of the cost of each prescription item and the balance is billed directly to the insurer by the pharmacy.

##### Hospital Expense Benefit

If you or any of your insured dependents are confined in a legally constituted hospital on the recommendation of a physician, coverage is provided for semi-private room accommodation.

Vision Care Expense Benefit (for insured members less than 65 years of age)

- a) Charges for eye examinations performed by an ophthalmologist or optometrist where the medicare plan does not cover such services, limited to one such expense in 12 consecutive months for dependent children under age 18 and once in every 24 consecutive months for all other insured persons;
- b) Up to \$125 for eyeglass lenses and frames and to \$175 for bifocal lenses and frames limited to one expense in any 24 consecutive months and once in any 12 consecutive months for dependent children under age 18 if a change in the strength of the prescription is required. Please note that expenses for contact lenses will be reimbursed at the same level as for eyeglasses. Coverage is not provided for sunglasses or safety glasses;
- c) Up to \$250 in 24 consecutive months for the purchase of contact lenses prescribed for severe corneal scarring, keratoconus or aphakia, provided vision can be improved to at least the 20/40 level by contact lenses, but cannot be improved to that level by spectacle lenses. If contact lenses are selected for cosmetic reasons, you will be eligible for up to the eyeglasses maximum once in any 24 consecutive months. Dependent children will be eligible for this benefit once in any 12 months provided that a change in the strength of the prescription is required;
- d) one pair of eyeglasses when prescribed by an ophthalmologist following surgery to a lifetime maximum of \$200; and
- e) 50% of the cost of visual training or remedial therapy.

When submitting your claims for reimbursement, please ensure your receipt clearly indicates whether your glasses are single vision or bifocal, so that accurate reimbursement can be made. Also, your receipt indicating that the glasses have been paid in full must accompany the Claim Submission Form and the Vision Care Claim Form.

Records indicate that costs vary amongst dispensaries throughout the province; therefore, it is suggested that you check with several optical dispensaries before finalizing your purchase.

#### Extended Health Benefit

Reimbursement is provided for reasonable and customary charges for many types of services, such as Registered Nurse, physiotherapist, wheelchair rental, braces, crutches, deep x-rays, ambulance service, chiropractors, to name a few.

#### Limitations

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

- injury or illness due to war or engaging in a riot or insurrection or in which you or your dependents are covered under Workers' Compensation or similar program; aesthetic surgery (cosmetic surgery for beautification purposes); services required due to any intentional self-inflicted injury; delivery charges; hearing tests; pregnancy tests; services or supplies received from a dental or medical department maintained by your employer, a mutual benefit association, labour union, trustee or similar type group; and services or supplies which are covered under a government hospital plan, a government health plan or any other government plan.

#### Group Travel Insurance

The group travel plan covers a wide range of benefits which may be required as a result of an accident or unexpected illness incurred outside the province while travelling on business or vacation. The insurer will pay 100% of the reasonable and customary charges (subject to any benefit maximums) for expenses, such as hospital, physician, return home and other expenses as outlined in the employee booklet.

#### OPTIONAL BENEFITS

##### Optional Group Life Insurance

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

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

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

##### Optional Long Term Disability Insurance

This plan is available to you on an optional and employee-pay-all basis. Long term disability insurance may provide disability benefits for periods of total disability which exceed 119 days. To be eligible for this benefit, you must be a member of either the Public Service Pension Plan Or the Uniformed Services Pension Plan.



## Optional Dental Care Insurance

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

## GENERAL INFORMATION

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

## Spouse

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

## Dependent Children

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

Children of your spouse are considered dependents only if:

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

The plan does not cover a spouse or dependent child who is not resident in Canada or the United States or any child who is working more than 30 hours per week, unless the child is a full-time student.

### Eligibility

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

all temporary employees, if hired for a period of more than three months, are covered under the program from the first day of employment. Employees who are hired for a period of less than three months, who have their contract extended to at least six months, are required to participate from the date of notification that the contract was extended.

seasonal, recurring employees are covered under the plan during their term of active employment. During periods of lay-off, provided they do not work for another employer during such lay-off, an employee has the option to continue coverage. However, coverage will not continue unless a "Continuation of Coverage" form is completed, signed and given to your Staff Clerk/Administrator prior to your leaving.

employees who elect early retirement will continue to be insured under the program as if active employees. Group life and accidental death and dismemberment insurance benefits will be calculated on the annual superannuation benefits. Coverage will be reduced on the first of the month following the date of retirement or age 65, whichever occurs first. For continuation of coverage to become effective, a Continuation of Coverage Form must be signed prior to the last day worked.

- upon attainment of age 65, for employees who are either still employed or retired with a minimum of five years participation under the old Mutual Life policy and/or Great-West Life contract. a life insurance policy in the amount of \$10,000 will be extended at no cost to the individual. All other benefits other than the Supplementary health and dental insurance which may be continued on an optional basis, will terminate on the attainment of age 65.

## Schedule "D"

## VACATION LEAVE

Leave entitlement based on the following number of days per annum

	15	20	25	30
1 month	1	2	2	2.5
2 months	2	3	4	5
3 months	4	5	6	7.5
4 months	5	7	8	10
5 months	6	8	10	12.5
6 months	7	10	12	15
7 months	9	12	15	17.5
8 months	10	13	17	20
9 months	11	15	19	22.5
10 months	12	17	21	25
11 months	14	18	23	27.5
12 months	15	20	25	30

## Schedule "E"

## THE CLASSIFICATION REVIEW AND APPEAL PROCESS

Page 1

## 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 a 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:
  - (a) in respect of persons employed by Government Departments, the Deputy Minister of the Department concerned;
  - (b) in respect of employees of agencies not specifically covered by the definitions in this section, the highest management official in these agencies:

(c) in respect of employees of hospitals not operated by Government, the Administrator of each such hospital.

6. "Review" means re-appraisal or re-assessment of an employee's position classification by the Classification & Pay 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.  
"Organization" means the Government of Newfoundland, commission, agency, hospital, or other entity mentioned in Section A.6.

**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.  
  
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.  
  
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 clerical 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. (a) The process of review and/or appeal pursuant to these procedures shall be available to **any** employee who considers that their position has been improperly classified by the Classification and Pay Division of Treasury Board.  
(b) The process of review pursuant to these procedures shall be available to an **organization** if the **organization** considers that a position **has been** improperly classified by the Classification and Pay Division of Treasury Board.
  2. A review or appeal shall not be entertained on the grounds:
    - (a) of inadequacy of the pay scale assigned to the pay range number; or
    - (b) that the **scope** of duties and responsibilities has been improperly assigned to the position by management.
  3. A request shall be submitted to the Director of Classification & Pay Division, Treasury Board, Confederation Building, St. John's, A1 B 4J6 in writing stating:
    - (a) the employee's full name;
    - (b) name of the employing **organization** and place of work;
    - (c) the classification in respect of which the review is requested;
    - (d) details of the reason(s) why the employee, or the department head on behalf of the **organization**, considers the present classification is incorrect and the justification for the classification which is considered to be correct.
  4. The Classification and Pay 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:
    - (a) when a decision is rendered thereon by the Classification and Pay Division;

- (b) if th employee(s) requests in writing the withdrawal of the request for review;
  - (c) 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;
  - (d) if the permanent head, in the case of an organization request for review, requests in writing the withdrawal of the request for review.
6. It shall be the responsibility of the permanent head to notify the Director, Classification and Pay Division of the effective date of employee's separation from the organization.
  7. All documents and evidence relating to a review shall be maintained in special files by the Classification and Pay Division. Copies of such review materials shall be furnished to the Classification Appeal Board upon its request.
  8. If an employee is dissatisfied with the decision of the classification and Pay 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 days after the receipt by an employee of notification of the Classification and Pay 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 & Pay 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 & Pay 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 & Pay 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 is 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 assemble all the pertinent information relating to the classification of the position, including audit notes, evaluation statements, organization charts, and personnel information used by the Classification and Pay Division in making its determination and forward a file copy of each item to the appellant and the immediate supervisor.
15. Within a period of fourteen (14) days, the appellant may forward to the Appeal Board a written statement raising any points on the above files which require clarification and/or commenting on any of the bases on which the Classification and Pay Division made its classification determination. Any supporting statements, submission or data should be forwarded to the Appeal Board at this time.
16. A copy of the appellants's reply including all supporting statements, submissions or data shall be sent by the Classification Appeal Board to the Classification and Pay Division who may submit a written comment and/or observation on points raised by the appellant. In such cases, a copy of this reply shall be sent to the appellant.
17. As soon as the Classification Appeal Board is satisfied that all the relevant information and correspondance pertaining to the appeal has been distributed to all parties to the appeal and that each party has had sufficient time to study, evaluate and respond to any points raised by the other, the Appeal Board shall make the necessary arrangements for a hearing. In exceptional circumstances and with the consent of all parties, the Board may render its decision on the basis of the written record only.

18. For a hearing, the appellant, the supervisor, a representative of Classification and Pay Division, and any other individual or party whose appearance, at the Board's discretion, is deemed relevant to the appeal, will be ordered to appear together before the Appeal Board. The appellant may be accompanied by an individual who may act as spokesman.
19. The hearing shall be presided over by the Chairperson or Acting Chairperson of the Appeal Board who shall retain control over the conduct of the hearing and who shall rule on the relevancy of any questions or points raised by any of the parties to the hearing.
20. 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.
21. Following the conclusion of the hearing, the Appeal Board shall deliberate on and consider all supporting evidence and information provided and/or deemed relevant and shall within fifteen (15) days of reaching a decision render the same in writing over the signature of the Chairperson or Acting Chairperson, to the appellant and, where applicable, to the designated representative, to Treasury Board and to the employing organization for such action as may be appropriate.
22. The processing of any classification change shall be subject to Treasury Board Regulations.
23. 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.
24. An appeal shall be regarded as closed:
  - (a) when a decision is rendered thereon by the Classification Appeal Board;
  - (b) if the appellant requests in writing the withdrawal of the appeal; or
  - (c) 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.
25. 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.



**PAY EQUITY AGREEMENT**

**1988.06.24**

1. Purpose
  - 1.1 To achieve pay equity by redressing systemic gender discrimination in compensation for work performed by employees in female dominated classes within the bargaining units represented by AAHP, IBEW, CUPE, NAPE and NLNU, and whose members are employees covered by The **Public Service** (Collective Bargaining) Act, **1973**.
2. Definitions
  - 2.1 Pay Equity - means a compensation practice which is based primarily on the relative value of the work performed, irrespective of the gender of employees, and includes a requirement that no Employer shall establish or maintain a difference between wages paid to male and female employees, employed by that Employer, who are performing work of equal or comparable value.
  - 2.2 Wages - for the purpose of pay equity means the hourly rate provided by an Employer for work performed by an employee and excludes such items as shift differential, contact allowance, uniform allowance, overtime, etc.
  - 2.3 Payroll - means the total of wages provided by an employer or employers for work performed by employees in a grouping, and includes overtime, call back, standby compensation and contact allowance, but excludes all other forms of compensation. The time period used to calculate the total shall be twelve months immediately preceding the first pay equity wage adjustment date for each grouping.
  - 2.4 **Grouping** - means one or more bargaining units combined for purposes of pay equity implementation.
  - 2.5 Female Dominated Class - means a class with five (5) or more employees, **60%** or more of whom are female.
  - 2.6 Male Dominated Class - means a class with five (5) or more employees, **60%** or more of whom are male.
  - 2.7 Class - means those individual positions in a grouping that are sufficiently alike in duties, responsibilities and qualifications reasonably required for performance of work to warrant like treatment.
  - 2.8 Employee - as defined in the applicable collective agreement.

### 3. Administration

- 3.1 There shall be established a Pay Equity Steering Committee consisting of equal representatives from employers and unions representing employees affected by this Agreement. The union representatives on the Committee shall be selected by the unions concerned with each union having one (1) representative and one (1) vote each. The Committee shall have at least fifty percent (50%) female members.
- 3.1.1 The parties shall have the right to have advisors in attendance at meetings of the Pay Equity Steering Committee. The advisors shall not be voting members of the committee. Each party shall pay the cost of its advisor(s).
- 3.1.2 Alternates to serve on the Committee may be appointed by their respective parties from time to time; the names to be submitted to the Co-Chairpersons of the Steering Committee.
- 3.1.3 The Employer shall appoint a secretary to the Committee who will provide minutes of the previous meeting and agenda of the forthcoming meeting which will be circulated prior to each meeting. The secretary shall not be a voting member of the Steering Committee.
- 3.1.4 The Committee shall meet as necessary at a mutually agreed time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Either party may call a meeting giving written notice and this meeting shall take place within seven (7) calendar days of the date of notice.
- 3.1.5 Employees representing the union shall not suffer any loss of pay or benefits for the total time spent in meetings of the Steering Committee.
- 3.2 Responsibility for chairing the Committee shall be shared by a Union representative and a Treasury Board representative. The Union Co-Chairperson shall be selected by the Union representatives from among their members on the Committee. At least one (1) of the Co-Chairpersons shall be female.
- 3.3 In order for the Committee to meet, all parties must be represented or have given their permission for the meeting to take place in their absence.

- 3.4 The Steering Committee shall monitor the implementation of the pay equity policy. Its mandate is to ensure that the Pay Equity Agreement is met by the parties.
- 3.5 Based on the terms of the Pay Equity Agreement, the Committee shall:
- 3.5.1 Select a gender neutral job evaluation system for all female dominated and male dominated classes for each grouping within six (6) months of the establishment of the Committee and identify the classes to which the selected job evaluation system shall be applied. The selection of the system will involve determining the weight of each factor within the criteria. The job evaluation system selected shall assess value using the following criteria:
- skill;
  - effort;
  - responsibility; and
  - working conditions.
- 3.5.1.1 For the purposes of selecting the male or female dominated classes, the Committee may agree to lower the minimum number and/or percentage if it is established that historically a certain class is dominated by males or females.
- 3.5.2 Put in place pilot projects and a testing system prior to final acceptance of a job evaluation system to ensure that the system is gender neutral.
- 3.5.3 Determine pay equity wage adjustments in accordance with 4.6 and 4.11.
- 3.5.4 Establish procedures required to:
- Monitor the progress of pay equity implementation;
  - Ensure compliance with the Pay Equity Agreement;
  - Monitor consistency of implementation across various groupings.
- 3.5.5 If deemed necessary, select Advisors or Consultants.
- 3.5.6 Identify employee communication and education programs relating to the process of pay equity.
- 3.5.7 Other related matters as deemed necessary by the Committee.

- 3.6 There can be combining of classes where the Committee agrees.
- 3.7 Where an insufficient number of male dominated classes exists within a grouping, reference to other agreed upon groupings may be made by the Steering Committee to determine the Employer's wage policy line for male dominated classes.
- 3.7.1 Should the Steering Committee determine that an insufficient number of male dominated classes exists at certain evaluation levels to construct a statistically significant wage policy line for comparison of female dominated classes in the NLNU, AAHP, and Lab and X-Ray bargaining units, these bargaining units shall comprise a new grouping. The female dominated classes within this grouping shall be compared to the Employer's wage policy line as determined by a number of appropriate male dominated classes from the General Service bargaining unit as selected by the Steering Committee.
- 3.8 Where appropriate, the Steering Committee may agree to adjust the pay range number(s) to retain the order within a series following a review of the evaluation of the classes within the series.
- 3.9 The Steering Committee shall reach an agreement within three (3) months of completing the job evaluation process, respecting the allocation and orderly implementation of the pay equity wage adjustments required by this Agreement.
- 3.10 Unanimity is required for all decisions concerning the Steering Committee. Failure to reach an agreement may result in either party referring the matter to binding arbitration.
- 3.11 The Steering Committee shall have access to all necessary information pertaining to the pay equity process.
4. Implementation
- 4.1 The Pay Equity Agreement shall be included as an Appendix in the relevant Collective Agreements and referenced by an article in the respective Collective Agreement.
- 4.2 The following shall apply to the establishment of Job Evaluation Committee (J.E.C.):

- 4.2.1 A Job Evaluation Committee, consisting of an agreed upon number of members, shall be established for each grouping. The Committee shall be equally representative of management and union with Co-Chairpersons, one (1) appointed by management, and one (1) appointed by labour. At least fifty percent (50%) of the Committee members shall be female. At least one (1) of the Co-Chairpersons shall be female
- 4.2.2 Alternates to serve on the Committee may be appointed by their respective parties from time to time; the names to be submitted to the J.E.C. Secretary. The parties shall have the right to have Advisors in attendance at meetings of the J.E.C. The Advisors shall not be voting members of the Committee. Each party shall pay the costs of its advisors.
- 4.2.3 The Employer shall appoint a secretary to the Committee who will provide minutes of the previous meeting and agenda of the forthcoming meeting which will be circulated prior to each meeting. The secretary shall not be a voting member of the J.E.C.
- 4.2.4 Routine business decisions of the Committee shall be by a **simple** majority, whereas job rating decisions shall be a unanimous decision of the full Committee.
- 4.2.5 The Committee shall meet as necessary at a mutually agreed time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Either party may call a meeting giving written notice and this meeting shall take place within seven (7) calendar days of the date of notice.
- 4.2.6 The Health Care and Hydro Job Evaluation Committees shall be established within thirty (30) calendar days of the date of signing of the Pay Equity Agreement.
- 4.2.7 Employees representing the union on the J.E.C.'s shall be scheduled to work regular office hours and paid accordingly for the duration of the time required to complete its function as outlined in this Agreement.

4.3 The Job Evaluation Committee shall:

4.3.1 Jointly agree upon questionnaire and/or job description forms, interview and/or observation procedures, and the employees involved in such processes, depending on the needs of the J.E.S. selected.

4.3.2 Ensure the necessary training of employees.

4.3.3 Evaluate classes.

4.3.4 Have access to all necessary information as appropriate.

4.3.5 Deal with other related matters, as agreed.

4.4 The Job Evaluation System shall not replace the existing classification system, but shall be used as an overlay for a one-time audit of current compensation practices for pay equity purposes. The objective of the process is to ensure that female dominated classes are compensated on the same basis as male dominated classes.

4.5 The following groupings shall be established for pay equity purposes:

4.5.1 The Health Care Sector Bargaining Units shall comprise a grouping for the purposes of pay equity implementation, including members of:

- NAPE Hospital Support Staff (province wide);
- NAPE Hospital Support Staff (Waterford);
- NAPE (Central Laundry);
- AAHP;
- NLNU;
- NAPE Lab and X-Ray;
- CUPE Hospital Support Staff (province wide);
- NAPE Group Homes;
- CUPE Group Homes

who work for:

- Board-operated Hospitals, Nursing Homes, Group Homes; (includes Transition Houses), and Newfoundland Cancer Treatment and Research Foundation; or
- Government of Nfld. and Labrador operated health care institutions, School for the Deaf, Whitbourne and Pleasantville Youth Centres.

4.5.2 Crown Corporations or other Government Agencies with employees covered by separate collective agreements shall comprise separate and distinct groupings.

4.5.2.1 Nfld. and Labrador Hydro Office Workers and Operations Units, represented by IBEW.

4.5.2.2 Newfoundland & Labrador Housing Corporation employees represented by CUPE and IBEW.

4.5.2.3 Newfoundland Liquor Corporation employees represented by NAPE.

4.5.2.4 Workers' Compensation Commission employees represented by NAPE.

4.5.2.5 Newfoundland Farm Products Corporation production workers represented by NAPE.

4.5.3 The General Government Sector Bargaining Units shall comprise a grouping for the purposes of pay equity implementation, including members of:

- NAPE General Service;
- NAPE Maintenance & Operational Service;
- NAPE Cabot Institute Support Staff;  
NAPE Marine Institute Support Staff;
- NAPE Air Services;  
NAPE Marine Services;
- CUPE Government House;  
CUPE Public Libraries Board.

who work for

- Government Departments
- Fishing Industry Advisory Board;
- Fisheries Loan Board;  
Newfoundland Medical Care Commission;
- Newfoundland Liquor Licensing Board;
- Newfoundland Farm Products Corporation
- CA. Pippy Park Commission;
- Alcohol & Drug Dependency Commission of  
Newfoundland and Labrador;
- Fisheries Institute of Applied Arts & Technology;
- Avalon Community College;



Eastern Community College;  
 Central Community College;  
 Western Community College;  
 Labrador Community College;  
 Cabot Institute of Applied Arts and Technology;  
 Institute of Fisheries and Marine Technology;  
 Government House; or  
 Newfoundland Public Libraries Board.

Other Public Service groupings.

**4.6** The first pay equity wage adjustment date for the Health Care Grouping and Hydro shall be April 1, 1988.

Up to a maximum of 1% per year of the relevant payroll for each Grouping shall be allocated to the provision of pay equity wage adjustments either until payequity is achieved or until the end of the fourth (4th) consecutive year, whichever is sooner.

If pay equity has not been achieved at the end of the fourth (4th) consecutive year, the remaining adjustments required shall be achieved in the fifth (5th) year.

**4.7** Funds allocated to implement pay equity will be in addition to funds available for other compensation purposes.

**4.8** No employees shall have their wages reduced, frozen (including negotiated increases) or red circled as a result of the implementation of this Pay Equity Agreement.

**4.9** The following timeframes shall apply:

**4.9.1** Within twelve (12) months of the selection of the job evaluation system, the J.E.C. shall apply the system in order to determine and compare the value of the work performed by female and male dominated classes.

**4.10** All payequity wage adjustments shall be incorporated into the respective collective agreements.

**4.11** Pay equity comparisons of female and male dominated classes shall be made in accordance with the following procedure:

**4.11.1** A Wage Policy Line shall be constructed in accordance with regression analysis techniques utilizing top of the scale hourly wage rates and related evaluation levels for the male dominated classes.

4.11.2 **The** first technique to be used shall be the method of least squares (straight regression line). Only if this method proves to be unsatisfactory **asa** predictor of the employer's wage policy, will other methods be used.

4.11.3 **Pay** equity wage adjustments shall be made to each affected female dominated class wage rate over the period prescribed in 4.6 so as to bring the top of the scale hourly wage rate to the point on the male wage policy line corresponding to the given evaluation level. Steps below the top of the scale shall be adjusted so as to maintain existing structures and relationships.

4.11.4 At the completion of the pay equity wage adjustment period, affected female dominated classes shall be adjusted upward to the corresponding pay range number and step taking into consideration the total wage applicable to the class at that time.

4.11.5 **The** following is a required list of exemptions for pay equity comparison purposes:

- service;
- temporary training or development program or assignment;
- red-circling incumbent; and
- skill shortage.

4.12 **Where** the J.E.C. fails to act as required or reach agreement within its jurisdiction, the Steering Committee shall have the power to endeavour to resolve the dispute. Failing settlement at this level, either party may refer the dispute to binding arbitration.

## 5. Arbitration

5.1 The arbitration process, as outlined below, shall be the agreed upon mechanism for dispute resolution:

5.1.1 Where a difference arises between the parties bound by this Pay Equity Agreement or on whose behalf it has been entered into and that difference arises out of the interpretation, application, **administration** or alleged violation of this Agreement or out of any question as to whether a matter is **arbitrable**, one of the parties may after exhausting other dispute **settlement** mechanisms

as outlined in the Pay Equity Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the person appointed to be arbitrator by the party giving the notice.

- 5.1.2 The party to whom the notice is given shall within fifteen (15) days after receiving the notice, name the person whom it appoints to be arbitrator and advise the party who gave the notice of the name of its appointee.
- 5.1.3 Two (2) arbitrators named in accordance with this provision shall within fifteen (15) days after the appointment of the second of them, name a third arbitrator and he/she shall be the Chairperson of the Arbitration Board. The Chairperson shall be a *qualified job evaluation* arbitrator, unless otherwise agreed.
- 5.1.4 If the party to whom notice is given fails to name an arbitrator within the period of fifteen (15) days after receiving the notice or if the two arbitrators named by the parties fail to agree upon the naming of the Chairperson within fifteen (15) days after the naming of the second arbitrator, the Chairman of the Labour Relations Board shall, on the request of either party, name an arbitrator on behalf of the party who failed to name an arbitrator, or shall *name a* qualified job evaluation Chairperson as the case may be and if the case so requires the said Chairman of the Labour Relations Board shall name the second arbitrator and the Chairperson.
- 5.1.5 The **arbitration board** named under this provision shall hear relevant evidence adduced relating to the difference or allegation and argument thereon by the parties or counsel on behalf of either or both of them and make a decision on the difference or allegation and the decision is final and binding upon the parties and upon any person on whose behalf this agreement was made:
- 5.1.6 The decision of the majority of the members of an arbitration board named under this provision shall be the decision of that board and if there is no majority decision, the decision of the chairperson shall be the decision of *the* board:

5.1.7 Each party who is required to name a member of the arbitration board shall pay the remuneration and expenses of that member and the parties shall pay equally the remuneration and expenses of the chairperson;

5.1.8 The parties to the dispute may mutually agree to the substitution of a sole arbitrator for an arbitration board, in which event the aforementioned provisions in 5.1.1 to 5.1.7 above shall equally apply to a single arbitrator.

5.2 Unresolved disputes at the J.E.C. level must first be referred to the Steering Committee in an attempt to resolve the dispute. Failing satisfactory resolution by the Steering Committee, either party to the dispute may then refer the matter to a Board of Arbitration in accordance with 5.1.

5.3 Unresolved disputes at the Steering Committee level may be referred by either party to a Board of Arbitration in accordance with 5.1.

5.4 An arbitrator or board of arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

## 6. Good Faith

6.1 All activities relating to this Pay Equity Agreement will be carried on in good faith by the parties.

## 7. Changes in Agreement

7.1 Any changes deemed necessary in this Agreement, at any time during the existence of this Agreement, may be made by unanimous agreement of the Steering Committee.

## 8. Pensions

8.1 The pay equity wage adjustments will be treated as salary as defined in The Public Service (Pensions) Act.

LABRADOR BENEFITS AGREEMENT

Between

HER MAJESTY THE QUEEN  
IN RIGHT OF NEWFOUNDLAND  
(REPRESENTED HEREIN BY THE TREASURY BOARD)  
THE NEWFOUNDLAND HOSPITAL  
AND NURSING HOME ASSOCIATION  
NEWFOUNDLAND AND LABRADOR HYDRO

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 1615  
NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES  
NEWFOUNDLAND AND LABRADOR NURSES UNION  
NEWFOUNDLAND TEACHERS' ASSOCIATION  
POLICE BROTHERHOOD OF  
ROYAL NEWFOUNDLAND CONSTABULARY

SIGNED  
MAY 7, 1990  
TO EXPIRE  
MARCH 31, 1994

## ARTICLE 1 - Scope

- 1.1 This agreement is applicable to all employees in Labrador represented by the Canadian Union of Public Employees, Local Union 1615 of the International Brotherhood of Electrical Workers, the Newfoundland Association of Public Employees, the Newfoundland and Labrador Nurses' Union, the Newfoundland Teachers' Association and the Police Brotherhood of the Royal Newfoundland Constabulary. The terms of the agreement will be considered to form an integral part of all collective agreements.

## ARTICLE 2 - Duration

- 2.1 This agreement shall be effective from April 1, 1990 and shall remain in full force and effect until March 31, 1994. The commencement date will be April 1, 1989 for Local Union 1615 of the International Brotherhood of Electrical Workers. It shall be renewed thereafter through the normal process of collective bargaining utilized by each of the employee groups, or, with the consent of the parties, will be renewed through joint negotiations.

## ARTICLE 3 - Labrador Allowance

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

## Schedule "A"

## Group 1

		Single	Dependent
Happy Valley/Goose Bay	April 1/89	1588	3175 (IBEW)
North West River	April 1/90	1588	3175
Sheshatshit	April 1/91	1750	3500
Wabush	April 1/92	1925	3850
Labrador City	April 1/93	2150	4300
Churchill Falls			

## Group 2

Mud Lake			
Cartwright			
<b>Rigolet</b>			
L'Anse-au-Loup		Single	Dependent
Forteau			
Red Bay			
L'Anse-au-Clair			
Pinware	April 1/89	1588	3175(IBEW)
West St. Modeste	April 1/90	1588	3175
Mary's Harbour	April 1/91	1875	3750
Port Hope Simpson	April 1/92	2200	4400
St. Lewis	April 1/93	2600	5200
Charlottetown			
William's Harbour			
Norman's Bay			
Lodge Bay			
Black Tickle			
Paradise River			
Pinsent's Arm			
Makkovik			
Postville			
Hopedale			
Davis Inlet			
Nain			

In the case of a married couple who are both employed by Provincial Government Departments or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), the total amount paid to both of them shall not exceed the dependent rate for the allowance contained in this article. This allowance shall be calculated for part-time and temporary employees on a pro-rated basis, in accordance with his/her hours of work excluding overtime.

## ARTICLE 4 - Travel Allowance

- 4.1 Employees covered by this agreement shall receive a travel allowance to help offset the costs of travel to areas outside of Labrador based on the following rates per employee and his/ her dependent(s).

Effective Date	Employees	Dependents
1989 04 01	\$275	\$275 (IBEW)
1990 04 01	275	275
1991 04 01	350	300
1992 04 01	400	325
1993 04 01	700	325

This allowance shall be paid to employees in the first pay period following April 15th of each year on a pro-rated basis in accordance to his/her hours of work in the previous twelve (12) month period, excluding overtime, as per the following schedule:

- (a) Permanent full-time employees shall receive the full benefit as outlined above.
- (b) Permanent part-time employees shall receive the allowance outlined above on a pro-rated basis.
- (c) Temporary employees who work for a minimum of a continuous six month period shall receive the allowance outlined above on a pro-rated basis.
- (d) Temporary employees who work in the aggregate of 2/3 of the normal working hours in a work year, shall receive the allowance outlined above on a pro-rated basis. For the purpose of 4.1 (d), a work year is from April 1 st to March 31 st.

In the case of a married couple who are both employed by Provincial Government Departments or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.

The travel benefit available to the Police Brotherhood of the Royal Newfoundland Constabulary under their Collective Agreement and to teachers under Article 25 of the NTA Labrador West Collective Agreement shall continue to apply except in cases where Article 4 of this joint agreement provides a greater benefit. Eg: Members of the RNC would continue to receive the employee travel benefit under their collective agreement unless the employee travel benefit in this joint agreement is greater. In addition to the employee benefit under the RNC collective agreement, members of the RNC shall also receive the dependent benefit under the joint agreement.

#### ARTICLE 5 - Leave

- 5.1 Permanent employees covered by this agreement shall receive non-cumulative, paid leave in the aggregate per year as follows:  
 Schedule "A". Group 1 One (1) Working Day  
 Schedule "A". Group 2 Three (3) Working Days



This leave will only be utilized when the employee is delayed from returning to the community due to an interruption in transportation service.

ARTICLE 6 - Protective Clothing

- 6.1 Protective clothing will be provided in accordance with the specific provisions outlined in each applicable employee group collective agreement.

ARTICLE 7 - Relocation Expenses

- 7.1 Relocation expenses will be provided in accordance with the specific provisions outlined in each applicable employee group collective agreement.

ARTICLE 8 - Existing Greater Benefits

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


ARTICLE 9 - Definitions

- 9.1 "Dependent" - for the purpose of this agreement, dependent means a spouse, or children under age eighteen (18) years of age, or twenty-four (24) years of age if the child is in full-time attendance at a school or post secondary institution.
- 9.2 For the purpose of this agreement only, "Temporary Employees" means replacement, substitute, casual, term, contractual or seasonal as defined in each applicable employee group collective agreement as outlined in Article 1.

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

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

  
WITNESS

  
WINSTON BAKER  
PRESIDENT OF TREASURY BOARD

SIGNED on behalf of Newfoundland and Labrador Hydro

  
WITNESS




SIGNED on behalf of The Newfoundland Hospital and Nursing Home Association

  
WITNESS


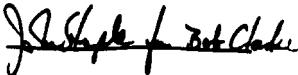


SIGNED on behalf of Canadian Union of Public Employees


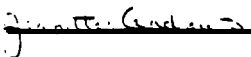
  
WITNESS



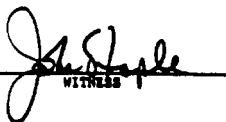
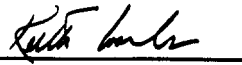
SIGNED on behalf of International Brotherhood of Electrical Workers,  
Local 1615

   
WITNESS

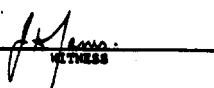
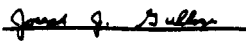
SIGNED on behalf of the Newfoundland and Labrador Nurses' Union

   
WITNESS

SIGNED on behalf of the Newfoundland Teachers' Association

   
WITNESS

SIGNED on behalf of the Police Brotherhood of the Royal  
Newfoundland Constabulary

   
WITNESS

SIGNED on behalf of the Newfoundland Association of Public  
Employees

   
WITNESS

June 28, 1991

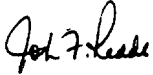
Mr. Randell Earle  
Chief Negotiator  
Association of Allied Health Professionals  
538 Water Street  
St. John's, Newfoundland

Dear Mr. Earle:

**Re:** Summer Scheduling

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

Yours truly



John F. Peddle  
Director of Labour Relations

June 28, 1991

Mr. **Randell Earle**  
Chief Negotiator  
Association of Allied Health Professionals  
538 Water Street  
St. John's, Newfoundland

Dear Mr. Earle:

This will confirm our understanding reached during negotiations that, in the event of a strike by other group(s) of employees, the Employer will consider all possibilities before laying off any member of your bargaining unit.

Also, if a layoff cannot be avoided, the Employer agrees to discuss the layoff with your Association's representative in the hospital forty-eight (48) hours before the effective time of the layoff

Yours truly

A handwritten signature in black ink, appearing to read "John F. Peddle". The signature is written in a cursive style with a small "41" written above the first few letters.

John F. Peddle  
Director of Labour Relations

June 28, 1991

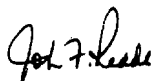
Mr. **Randell Earle**  
Chief Negotiator  
Association of Allied Health Professionals  
538 Water Street  
St. John's, Newfoundland

Dear Mr. **Earle**:

**Re:** Waterford Hospital Contact Allowance

This will confirm our understanding to maintain the Contact Allowance for those employees covered by the Agreement presently receiving this allowance at the Waterford for the life of this Agreement. The amount of Contact Allowance shall be equivalent to that paid to employees under the Hospital Support Staff Agreement, any increases for that group will apply at the same time to employees covered by the AAHP Agreement.

Yours truly



John F. Peddle  
Director of Labour Relations

June 28, 1991

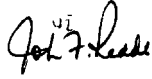
Mr. **Randell Earle**  
Chief Negotiator  
Association of Allied Health Professionals  
538 Water Street  
St. John's, Newfoundland

Dear Mr. **Earle**:

**Re:** Occupational Review

This is to advise that Treasury Board will conduct an occupational review of **AAHP** positions. This review will include the preparation of position descriptions forms by the incumbents for all positions, selected position audits, salary comparisons with comparable NAPE **HS**, **LX** and Nurse positions for compensation purposes. **AAHP** shall be given full opportunity for input and information during the position description writing and audit stages. Any appeals arising will be in accordance with current appeal procedures. The review shall be completed within one year of the signing of the agreement.

Sincerely



John F. Peddle  
Director of Labour Relations