

THIS AGREEMENT made this 21st day of April Anno Domini,
One Thousand Nine Hundred and Ninety-eight.

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

NEWFOUNDLAND MEDICAL CARE COMMISSION, a body corporate created
by the Newfoundland Medical Care Insurance Act, 1968, the Act No. 38 of 1968;

THE C.A. PIPPY PARR COMMISSION, a Corporation established under The Pippy
Park Commission Act, 1968, the Act No. 27 of 1968;

THE MUNICIPAL ASSESSMENT AGENCY INC., a body corporate created by the
Corporations Act, RSN 1990, the Act No. C-36 of RSN 1990;

of the one part;

AND

THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES, a body
corporate organized and existing under the laws of the Province of Newfoundland and
having its Registered Office in the City of St. Johns aforesaid (hereinafter called the
“Union”)

of the other part.

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

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ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union and to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.

ARTICLE 2

EFFECT OF LEGISLATION

- 2.01 In the event that any future legislation renders null and void any provision of this Agreement, the remaining provisions shall remain in effect during the term of this Agreement.
- 2.02 The Employer will give the Union 45 days notice before any amendment, repeal or revision of the Public Service (Collective Bargaining) Act, which would affect the terms and conditions of employment of employees covered by this Agreement, is introduced.
- *2.03 Legislation and Collective Agreements

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

ARTICLE 3

EMPLOYER RULES, REGULATIONS AND POLICIES

- 3.01 In the event that there is a conflict between the context of this Agreement and any rule, regulation or policy made by the Employer, this Agreement shall take precedence over the said rule, regulation or policy.

ARTICLE 4

DISCRIMINATION, SEXUAL OR PERSONAL HARASSMENT

- ‘4.01 The Employer agrees that there will be no discrimination or coercion exercised or practised by it with respect to any employee by reason of age, race, colour, sex, sexual orientation, marital status, political or religious affiliation, physical or mental disability, or by reason of his/her membership in the Union.
- 4.02 The Employer and the Union recognize the right of all employees in the Public Service to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer agrees to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined. The Employer agrees that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint.

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

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

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

ARTICLE 5

DEFINITIONS

- “5.01 For the purpose of this Agreement:
- (a) “bargaining unit” means the bargaining unit recognized in accordance with Article 6.
 - (b) “classification” means the identification of a position by reference to a class title and pay range number.

- (c) “contractual employee” means a person hired for a specific project for a specific period of time and under specific conditions. Contractual employees will not normally be engaged to undertake work which has been regularly done by members of the bargaining unit.
- (d) “day of rest” means a calendar day on which an employee is not ordinarily required to perform the duties of his/her position other than:
 - (i) a designated holiday;
 - (ii) a calendar day on which the employee is on leave of absence.
- (e) “day” means a working day unless otherwise stipulated in the Agreement.
- (f) “demotion” means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from his/her existing classification to a classification carrying a lower pay range number.
- (g)** “employee” or “employees” where used, is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit.
- (h) “Employer” means Her Majesty in Right of the Province of Newfoundland as represented by the Treasury Board, and includes any person authorized to act on behalf of the Treasury Board or any agency listed in Schedule E.
- (i) “grievance” means a dispute arising out of the interpretation, application, administration, or alleged violation of the terms of this Agreement.
- (i) “headquarters” means the actual building or other regular place of employment where an employee is normally stationed or required to use as his/her base of operations on a permanent basis.
- (k) “holiday” means the twenty-four (24) hour period commencing at 0001 hours and ending at 2400 hours on a calendar day designated as a holiday in this Agreement.
- *⁽¹⁾** “lay-off” means a temporary cessation of employment due to lack of work or abolition of a post. Employees who have a reduction of their hours of work shall have access to the lay-off provisions of Article 35.
- (m) “leave of absence” means absence from duty with the permission of the permanent head.
- (n) “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.

- (o) “notice” means notice in writing which is hand delivered or delivered by registered mail.
- (p) “overtime” means work performed by an employee in excess of his/her scheduled work week or work day.
- (q) “part-time employee” means a person who is regularly employed 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 week of the department or agency concerned.
- (r) “permanent employee” means a person who has completed his/her probationary period and is employed on a full-time basis to hold office without reference to any specified date of termination of service.
- * (s) “permanent head” means permanent head as defined below or any official authorized by him\her to act on his\her behalf:
 - (i) for Government departments, the Deputy Minister of the department concerned;
 - (ii) in respect of the Department of the Auditor General, the Auditor General;
 - (iii) in respect of the Newfoundland Medical Care Commission, the Executive Director;
 - (iv) in respect of the C.A. Pippy Park Commission, the Executive Director;
- * (v) in respect of the Municipal Assessment Agency Inc., the Executive Director;
- (t) “probationary employee” means a person who is employed but who has worked less than the prescribed probationary period.
- (u) “probationary period” means a period of six (6) months from the date of employment except for employees who are required to undertake training on employment whose probationary period shall commence immediately following such training.
- (v) “promotion” means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from his/her existing classification to a classification giving a higher pay range number.

- (w) “reclassification” means any change in the current classification of an existing position.
- (x) “redundant position” means a position declared redundant by the Lieutenant Governor in Council.
- (y) “seasonal employee” means an employee whose services are of a seasonal and recurring nature and includes employees who are subject to periodic reassignment to various positions because of the nature of their work.
- (z) “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.
- (aa) “standby” means any period of time during which, on the instruction of the permanent head, an employee is required to be available for recall to work.
- * (bb) “temporary appointment” occurs when a permanent employee obtains a temporary position through a competitive process approved by the Public Service Commission while retaining rights to his/her permanent position in accordance with Clause 33.05.
- * (cc) “temporary assignment” occurs when the Employer assigns the employee to a higher or lower position for periods up to thirteen (13) weeks without the necessity of a competition.
- (dd) “temporary employee” means a person who is employed for a specific period for the purpose of performing certain specified work and who may be laid off at the end of such period or on completion of such work.
- (ee) “termination” means the final severance of employment of an employee because:
 - (i) the employee resigns;
 - (ii) is dismissed for just cause and is not reinstated;
 - (iii) the employee is laid off for a period longer than two (2) years.
- (ff) “transfer” means the movement of an employee from one position to another which does not result in a promotion or demotion.
- (gg) “travel status” means absence of an employee from his/her headquarters on Government business with the prior approval of his/her permanent head.
- (hh) “Union” means the Newfoundland Association of Public Employees with headquarters in St. John’s, Newfoundland.

- (ii) “vacancy” means an opening in a permanent, seasonal, or temporary position which is in excess of thirteen (13) weeks duration, and in respect of which there is no employee eligible for recall.
- (jj) “week” means a period of seven (7) consecutive calendar days beginning at 0001 hours Monday morning and ending at 2400 hours on the following Sunday night.
- (kk) “year” means the period extending from the first day of April in one year to the thirty-first day of March in the succeeding year.

ARTICLE 6

RECOGNITION

6.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees listed in Schedule “A” but excluding from such classes special groups as listed in Schedule “D”.

6.02 When new classifications are developed, the following procedures shall apply:

- (a) The Employer will immediately notify the Union, in writing, as to whether such classifications should be included in or excluded from the bargaining unit and provide reasons for its exclusions.
- (b) The Union, after consultation on the Employer’s position, will respond in writing, outlining reasons for its rejection of the exclusions within ten (10) working days of receipt of the above notification,
- (c) Should the parties be unable to agree upon the exclusion of any specific classification, the matter will be immediately referred to the Labour Relations Board for adjudication.

ARTICLE 7

MANAGEMENT RIGHTS

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

ARTICLE 8

EMPLOYEE RIGHTS

8.01 Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to his/her permanent head or whomever the permanent head may designate.

ARTICLE 9

UNION SECURITY

9.01 All employees who are members of the Union at the time of signing of this Agreement shall remain members during the term of this Agreement, provided they continue to occupy a bargaining unit position.

- * 9.02 (a) All employees hired after the signing of this Agreement, other than students and contractual employees, shall immediately become and remain members of the Union, provided they continue to occupy a bargaining unit position.
- *(b) The Employer will discuss with the Union its intention to create contractual positions of the type covered by the bargaining unit.

9.03 An employee, upon employment to the public service, shall be provided with information concerning:

- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment.

- *9.04 *(a) No employee shall be temporarily or seasonally assigned outside the bargaining unit without his/her consent. An employee who is temporarily or seasonally assigned outside the bargaining unit may return to his/her regular position subject to giving the Employer two (2) weeks notice.
- (b) Employees who are temporarily or seasonally assigned outside the bargaining unit shall continue to accumulate seniority and have access to the grievance procedure as if they were still covered by this agreement.

- (c) Employees who are temporarily or seasonally assigned outside the bargaining unit shall continue to pay union dues.

ARTICLE 10

WORK OF THE BARGAINING UNIT

- 10.01 (a) Management and excluded personnel shall not work on any jobs which are included in the bargaining unit except for the purpose of instructing, experimenting, reviewing an employee's performance, in the case of emergencies, when regular employees are not available, or where the performance of bargaining unit work usually forms part of the duties of a non-bargaining unit position.

With regard to the creation of new classifications, the Employer agrees that new classifications which are excluded from the bargaining unit will not include a major component of bargaining unit work.

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

ARTICLE 11

CHECKOFF

- 11.01 The Employer shall deduct from the wages of all employees within the bargaining unit the amount of the membership dues and forward same bi-weekly to the Union accompanied by a list of employees showing the contribution of each.

- 11.02 The Employer will supply the following information bi-weekly:

- (a) Two (2) copies of alphabetical listing of all employees whose classifications are in the bargaining unit showing:
 - (i) employee's name;
 - (ii) Social Insurance Number;
 - (iii) subhead number;

- (iv) classification number;
 - (v) pay range and step number;
 - (vi) status code;
 - (vii) deduction for period; and
 - (viii) year to date total.
- (b) An “any sort” printout of information contained in (a) upon request to the Department of Finance. All costs associated with such printouts shall be borne by the Union.
- (c) Listing of additions and deletions for period.
- (d) Listing of changes made since last period listing.
- 11.03 The Union shall inform the Employer of any change in the membership dues, and such changes shall be implemented within two (2) calendar months of receipt of the notification.
- 11.04 The Employer agrees to continue past practice of recording the amount of membership dues paid by an employee to the Union on his/her T-4 Statement.

ARTICLE 12

GRIEVANCE PROCEDURE

“12.01 Subject to Clauses 12.03 and 12.07, grievances shall be processed in the following manner:

Step 1:

With the exception of dismissal due to unsuitability or incompetence, as assessed by the Employer, of a probationary employee or a part-time or temporary employee with less than six (6) months’ service and subject to Clauses 12.03 and 12.07, an employee who alleges that he/she has a grievance, shall first present the matter to his/her immediate supervisor through his/her Shop Steward within five (5) days of the occurrence or discovery of the incident giving rise to the alleged grievance and an earnest effort shall be made to settle the grievance at this level.

In cases where an employee’s immediate supervisor is his/her permanent head, the grievance may be submitted immediately at Step 3.

Step 2:

If the employee fails to receive a satisfactory answer within five (5) days of presenting the matter under Step 1, he/she may, within five (5) days present a grievance in writing to the second managerial level designated by the permanent head who will give the grievor a dated receipt. In instances where there is no second level of management other than the permanent head, the employee may submit his/her grievance at Step 3 within the prescribed time limits.

* Step 3:

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

- 12.02 If the grievance is still not satisfactorily settled by the foregoing procedure, or if it is of the type referred to in Clause 12.03, either party to this Agreement may submit the grievance to arbitration in accordance with Article 13.
- 12.03 In the case of dismissals and suspensions pending dismissal, the grievance may be submitted in the first instance at Step 3 of Clause 12.01.
- 12.04 With the exception of Step 1, replies to grievances at all other Steps of the Grievance Procedure will be in writing and dated receipts of grievances will be given.
- 12.05 A full time representative of the Union may be called in by the employee(s) at any Step of the Grievance Procedure. The grievor may be present during all Steps of the Grievance Procedure.

- 12.06 (a) The time limits specified in this Article may be extended, in writing, by mutual agreement of the parties.
- (b) An Arbitrator or Arbitration Board may extend the time limits of any step in the grievance procedure, notwithstanding the expiration of such time limits, where the Arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.
- 12.07 Employees shall have the right to grieve against suspensions and alleged unfair treatment on promotion or transfer and such grievances may be submitted in the first instance at Step 3 of Clause 12.01.
- 12.08 The settlement of a grievance without reference to arbitration shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, unless the settlement states otherwise.
- 12.09 (a) Policy Grievance
- Where a dispute arises involving a question of general application or interpretation of the Agreement, the Union may initiate a grievance and the parties may mutually agree to by-pass Steps 1 and 2 of this Article.
- (b) Union May Initiate Grievances
- The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3.
- (c) Where the Union has a grievance involving a question of general application or interpretation of the Agreement, or where a group of employees has a grievance, the grievance may in the first instance be submitted at Step 3 of Clause 12.01.
- 12.10 An employee who is a member of the grievance committee referred to under Step 3 of Clause 12.01 and/or the grievor, shall not suffer any loss in pay for any time lost in processing complaints or attending grievance meetings. However, such an employee shall not leave his/her regular duties for the purpose of conducting business on behalf of the Union or to discuss any business in respect of grievances without first obtaining permission from his/her immediate supervisor. The employee shall notify his/her immediate supervisor when returning to duty.

12.11 Technical Objections to Grievances

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

12.12 Grievance Procedure

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

12.13 Failure to Settle Grievance

- (a) Where the grievance procedure has failed to settle the grievance and the grievance has been referred to arbitration and when the parties mutually agree, the grievance may be submitted to the grievance mediation process of the Department of Environment and Labour.
- (b) Where a grievance is submitted to mediation, such submission shall not in any way affect the time limits or any other provision of the Arbitration Procedure.

ARTICLE 13

ARBITRATION

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

13.02 The party to whom notice is given under Clause 13.01 shall, within ten (10) calendar days after receipt of such notice, appoint an arbitrator and notify the other party of the name of the arbitrator.

13.03 The two (2) arbitrators appointed in accordance with Clauses 13.01 and 13.02 shall, within fourteen (14) calendar days after the appointment of the second of them, appoint a third arbitrator and these three (3) arbitrators shall constitute an arbitration board. The arbitrator appointed under this Clause shall be the Chairperson of the arbitration board.

13.04 If,

- (i) the party to whom notice is given under Clause 13.01 fails to appoint an arbitrator within the period specified in Clause 13.02, the Chairman of the Labour Relations Board shall, on the request of either party, appoint an arbitrator on behalf of the party who failed to make the appointment and such arbitrator shall be deemed to be appointed by that party; or
- (ii) the two (2) arbitrators appointed by the parties under Clauses 13.01 and 13.02 fail to appoint a third arbitrator within the periods specified in Clause 13.03, the Chairman of the Labour Relations Board shall, on the request of either party, appoint a third arbitrator and these three (3) arbitrators shall constitute an arbitration board. The arbitrator appointed under this paragraph (ii) shall be chairperson of the arbitration board.

13.05 Both parties to a grievance shall be afforded the opportunity of presenting evidence and argument thereon and may employ counsel or any other person for this purpose.

13.06 If a party fails to attend or be represented without good cause at an arbitration hearing, the arbitration board may proceed as if the party had been present or represented.

13.07 The arbitration board shall render its decision on the grievance within fifteen (15) days of the date on which the board is fully constituted and the decision of the board shall be committed to writing and submitted to the parties concerned within a further ten (10) days.

13.08 The decision of the majority of the members of an arbitration board shall be the decision of the board. The decision of an arbitration board shall be signed by the members of the Board making the majority report.

13.09 The parties and the employees bound by this Agreement shall comply with these provisions for final settlement of a grievance and they shall comply with the decisions of

an arbitration board appointed in accordance with these provisions and do or, as the case may be, abstain from doing anything required by that decision.

- 13.10 Each party required by this Agreement to appoint an arbitrator shall pay the remuneration and expenses of that arbitrator deemed to have been appointed by that party under Clause 13.04 and the parties shall pay equally the remuneration and expenses of the chairperson of the arbitration board.
- 13.11 The time limits set out in this Article may be extended at any time by mutual agreement of both parties to the arbitration.
- 13.12 At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witness.
- 13.13 An aggrieved employee who is not on suspension and who has not been dismissed, and is required to appear before an arbitration board shall not suffer any loss in pay while participating in the arbitration proceedings.
- 13.14 An arbitration board may not alter, modify or amend any provisions to this Agreement but shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.
- 13.15 Notwithstanding any other provisions of this Article, the parties may mutually agree to the substitution of a single arbitrator for an arbitration board, in which event, the foregoing provisions of this Article shall apply equally to a single arbitrator when reference is made to an arbitration board.

13.16 Expedited Arbitration

Subject to the Agreement of the Employer and the Union, expedited arbitration may be used following Step 3 of the Grievance Procedure. Both parties retain access to the complete arbitration process as described in Article 13 of the Agreement where either party does not agree to expedited arbitration.

- (a) In any dispute over application, administration or alleged violation of the Agreement, the parties agree to submit a written brief and/or present oral argument to the sole arbitrator.

- (b) The parties agree to draft a list of three (3) mutually acceptable arbitrators who will be selected on a rotating basis to deal with each sitting. Future selections of arbitrators will be considered on a year to year basis.
- (c) The parties will present argument/rebuttal based on:
- issue(s)
 - applicable provisions of the Collective Agreement
 - general principle of arbitration case law which is applicable, including judicial decisions
 - relevant arbitration awards, judicial decisions, legislation, texts if applicable, and how they apply
 - remedies requested

Argument/rebuttal will be limited to one hour for each party.

- (d) The party bearing the onus of proof will proceed first and rebut if necessary.
- (e) The parties will not call witnesses or submit evidence, however, they can mutually agree to enter consent items.
- (f) Decisions may be issued without having to provide the basis of conclusions.
- (g) all decisions will be “without prejudice” to any other case(s) with no precedent value being applied to any other case unless the parties mutually agree in writing to allow a decision to have precedent value.
- (h) Notwithstanding clause 13.14, the parties agree that decisions arising out of these arbitrations will not be considered for judicial review unless the parties have mutually agreed in writing to allow a decision to have precedent value in which case either party can consider a decision for judicial review.
- (i) Where the parties mutually agree, any step of the process may be altered, if deemed necessary.

ARTICLE 14

HOURS OF WORK

* 14.01 (a) The scheduled work week shall be thirty-five (35) hours per week exclusive of meal breaks and the scheduled work day shall be seven (7) hours.

(b) On an experimental basis and without committing either party to a permanent change in the existing hours of work, the parties may jointly agree to establish a schedule providing for a compressed work week upon a request from an employee(s) in the work area or upon request from the Employer.

* (c) Employees working a twelve (12) hour shift shall be governed by the procedure outlined in Schedule "O" of this Agreement.

* 14.02 The meal break shall:

* (a) not be less than one-half (1/2) hour nor exceed one (1) hour; and

(b) be taken at such time as the Employer directs.

14.03 Each employee shall receive a rest period of fifteen (15) consecutive minutes in the first half and in the second half of the working day, at a time to be scheduled by the permanent head.

14.04 There shall be no split shifts, i.e., there shall be no break in shift other than the breaks as specified in Clauses 14.02 and 14.03.

14.05 Employees working on a shift, other than a day shift, will receive the following payment per hour for each shift worked where, the majority of hours worked are between the hours of 1600 hours and 0800 hours;

<u>Effective Date</u>	<u>Rate</u>
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1990 04 01	31¢
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14.06 A shift schedule shall be posted at least five (5) days in advance of the commencement of the shift scheduled.

- 14.07 Every reasonable effort shall be made by the permanent head:
- (a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift;
 - (b) to grant an employee two (2) consecutive days of rest per week;
 - (c) to give equal shifts to all employees; and
 - (d) to distribute the rotation of shifts in an equitable manner.
- 14.08 An employee shall be given not less than two (2) days notice of a change in shift schedules. Where such notice is not given and the employee is required to work on his/her scheduled day of rest, he/she shall be paid two (2) times the straight time rates for all hours worked in addition to time off at a later date for the day of rest displaced.
- 14.09 Provided sufficient advance notice is given and with the approval of the permanent head, employees may exchange shifts if there is no increase in cost to the Employer.

ARTICLE 15

OVERTIME

- 15.01 This Article shall apply to all employees covered by the collective agreement.
- 15.02 All overtime shall be authorized and scheduled by the permanent head, or his/her designated representative.
- 15.03 The permanent head may at any time require an employee to work overtime.
- 15.04 Subject to Clause 15.09, an employee shall be compensated at time and one-half (1 1/2) for all time worked in excess of the scheduled work week or work day as specified in Article 14.
- 15.05 Subject to Clause 15.09, the permanent head may, upon the request of the employee, grant time off in lieu of compensation for any overtime worked. Such time off shall be granted at the rates prescribed in Clause 15.04.

- 15.06 Subject to the operational requirements of the public service, the permanent head shall make every reasonable effort:
- (a) to give employees who are required to work overtime adequate notice of this requirement;
 - (b) to allocate overtime work on an equitable basis among readily available qualified employees; and
 - (c) Where operational requirements permit, an employee shall receive a fifteen (15) minute paid break for every three (3) hours of overtime.
- 15.07 Subject to Clause 15.09, an employee's overtime rate shall be calculated by dividing his/her annual salary by eighteen hundred and twenty (1820) and multiplying this figure by 1.5.
- 15.08 Subject to Clause 15.09, every effort will be made to pay overtime no later than the second pay period from the pay period when the overtime was worked.
- * 15.09
- (a) Conservation Officers involved in delivering the full range of Regional programs shall receive, in lieu of overtime, the sum of \$1,911.00 per annum.
 - (b) Subject to Clause 15.09 (a), ten (10) days leave with pay shall be awarded, with the dates subject to the approval of the permanent head.
 - (c) For the purpose of this Clause, involvement in the full range of Regional programs includes Compliance/Enforcement (including patrols, investigation of illegal activity, issuance of tickets, summons, and appearance notices, and court appearances) and Public Services and Resource Management field activities.
 - (d) Conservation Officers not involved in delivering the full range of Regional programs shall be compensated for overtime in accordance with Clause 15.04.
- 15.10 Communications Technicians (RNC) - See Letter of Understanding on page 163 regarding access to Callback.

ARTICLE 16

STANDBY

- 16.01 All standby duty shall be authorized and scheduled by the permanent head and no compensation shall be granted for the total period of standby, if the employee does not report for work when required.
- 16.02 (a) An employee required to perform standby duty shall be compensated as follows for each eight (8) hour shift:
- Effective Date Rate
- 19900401 \$7.03 per shift
- (b) When standby is required on a statutory holiday, the rate of compensation shall be as follows for each eight (8) hour shift:
- Effective Date Rate
- 1990 04 01 \$9.36 per shift
- 16.03 All standby duty shall be equally divided among the available qualified employees.

ARTICLE 17

CALLBACK

- 17.01 (a) Subject to Clause 17.02, an employee who is called back to work after he/she has left his/her place of work shall be paid for a minimum of three (3) hours at the applicable overtime rate provided that the period worked is not contiguous to his/her scheduled working hours.
- (b) Employees who are able to perform their duties at home and are not required to leave their home in order to fulfil those duties, shall not be entitled to callback compensation, but will be considered on authorized overtime. This overtime shall be calculated to the nearest next highest fifteen (15) minute unit.
- 17.02 An employee who is called back to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the three (3) hour minimum, receives only the benefit of the three (3) hour minimum once. However, should the total

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

- 17.03 When an employee is recalled to work under the conditions described in Clause 17.01 (a), he/she shall be paid the cost of transportation to and from his/her place of work to a maximum of ten dollars (\$10) for each callback or the appropriate kilometre rate.

ARTICLE 18

HOLIDAYS

- * 18.01 The following shall be designated paid holidays:

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

18.02 Pay For Scheduled Work on Holiday

When an employee is required to work on a holiday, he/she shall be paid at the rate of one and one-half (1%) times his/her regular rate of pay or he/she shall be entitled to time off with pay on the basis of one and one-half (1%) hours for each hour worked, at the request of the employee. The employee's decision to receive time off must be conveyed to the supervisor within seventy-two (72) hours of working on the holiday. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive pay in lieu of time off at the rate of time and one-half (1%) his/her regular rate of pay for all hours worked on the holiday in addition to holiday pay.

18.03 Holiday Falling on the Day of Rest

- (a) When a calendar day designated as a holiday under Clause 18.0 1 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 permanent head. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive one (1) day's pay to compensate him/her for the holiday.
- (b) When a holiday falls on an employee's day of rest, and he/she is required to work on such a holiday, he/she shall receive two (2) hours pay for each hour worked on that day and in addition he/she shall receive one (1) hour off for each hour worked. The employee may request time off in lieu of overtime payment provided that such time off must be granted on the basis of two (2) hours off for each hour worked, within two (2) months of incurring the overtime. If such time off cannot be given within two (2) months and at the convenience of the employee, he/she shall be paid at the applicable rate.

18.04 Christmas and New Year

The Employer agrees to use reasonable efforts to accommodate the scheduling of employees on Christmas Day, Boxing Day, and New Year's Day so that each employee may have time-off on one or more of these holidays.

ARTICLE 19

TIME OFF FOR UNION BUSINESS

19.01 Upon written request by the Union to the permanent head and with the approval in writing of the permanent head, leave with pay shall be awarded to an employee as follows:

- (a) In the case of an employee who is a member of the Provincial Board of Directors of the Union or an elected delegate of a recognized local of the Union and who is required to attend the Biennial Convention of the Union, the Newfoundland and Labrador Federation of Labour Convention and Component Convention within the Province, leave with pay not exceeding three (3) days in any year for each of the above Conventions except that where a Component Convention and the Biennial Convention are held in the same year, leave with pay not exceeding two (2) days may be awarded for the purpose of attending the Component Convention.
- (b) In the case of an employee who is a member of the Provincial Board of Directors of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.

- (c) In the case of an employee who is a member of the Provincial Executive of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.
- (d) In the case of an employee who is a member of the Provincial Board of Directors of the Union or a delegated representative and who may wish to attend meetings of the Canadian Labour Congress or National Union of Provincial Government Employees, leave with pay not exceeding five (5) days in any one year. The permanent head may grant additional leave without pay for this purpose.

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

19.03 The Employer may grant, on written request, leave of absence without pay for a period of one (1) year, for an employee selected for a full-time position with the Union, without loss of accrued benefits. The period of leave of absence may be renewed upon request. Employees may not accrue any benefits, other than seniority, during such period of absence.

19.04 Subject to approval of the Permanent Head or designate, unpaid leave may be provided to individuals requesting periodic leave of varying duration to work on behalf of the Union. Employees will accrue seniority during such period of absence.

ARTICLE 20

BEREAVEMENT LEAVE

20.01 Subject to Clause 20.02, an employee shall be entitled to bereavement leave with pay as follows:

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, common-law spouse, children of common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, or near relative living in the same household, three (3) consecutive days; and

(b) In the case of his/her son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) day.

*20.02 *(a) If the death of a relative referred to in Clause 20.01(a) occurs outside the island portion of the Province, the employee may be granted one (1) additional day's leave with pay for the purpose of attending the funeral.

*(b) If the death of a relative referred to in Clause 20.01(a) occurs outside Labrador and the employee resides in Labrador, the employee may be granted one (1) additional day's leave with pay for the purpose of attending the funeral.

20.03 In cases where extraordinary circumstances prevail, the permanent head may, at his/her discretion, grant special leave for bereavement up to a maximum of two (2) consecutive days in addition to that provided in Clauses 20.0 1 and 20.02.

20.04 If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.

ARTICLE 21

ANNUAL LEAVE

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

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

(b) The following provisions respecting annual leave shall apply:

(i) An employee may be permitted to avail of annual leave earned during the first sixty (60) days of service on a pro-rata basis.

(ii) when an employee has had not less than sixty (60) days of service, he/she may anticipate annual leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period;

- (iii) when an employee becomes eligible for a greater amount of annual leave, he/she may be allowed in the year in which the change occurs, a portion of the additional leave for which he/she has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days;
 - (iv) part-time employees shall be entitled to payment for annual leave in accordance with this clause on a pro-rata basis.

- 2 1.02 For the purpose of this Article, an employee who is paid full salary or wages in respect of fifty percent (50%) or more of the days in the first or last calendar month of his/her service shall, in each case, be deemed to have had a month of service.

- 21.03 Annual leave shall not be taken except with the prior approval of the permanent head. However, subject to the operational requirements of the public service, the permanent head shall make every reasonable effort to grant the employee his/her annual leave at a time requested by the employee.

- 21.04 Subject to the requirements of the public service, the permanent head will make every reasonable effort not to recall an employee to duty after he/she has proceeded on annual leave.

- 21.05 In respect of leave which may be carried forward to subsequent years, the following shall apply:
 - (a) Annual leave accruing, pursuant to Regulation 5 of the Civil Service Leave Regulations, 1960, to an employee appointed before the date of the coming into force of the Public Service (Leave) Order shall continue to accrue to his/her credit and may, subject to Clause 21.03, be taken by him/her at any time in addition to his/her current and accumulated annual leave.
 - (b) 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:
 - i) twenty (20) days annual leave, if he/she is eligible for fifteen (15) or twenty (20) days in any year;
 - ii) twenty-five (25) days annual leave, if he/she is eligible for twenty-five (25) days in any year.

Each of the above accumulations is in addition to his/her current annual leave and annual leave accruing to him/her pursuant to sub-clause (a) hereof.

However, consideration will be given to allowing employees to carry forward more than the aforementioned maximum where such employees were prevented from taking annual leave as a result of being on extended sick leave or Workers' Compensation benefits.

- (c) Subject to Clause 21.03, the annual leave accumulated by an employee pursuant to sub-clause (a) hereof, may be taken by him/her at any time in addition to his/her current and accrued annual leave.
- 2 1.06 (a) An employee who becomes ill while on annual leave may change the status of his/her leave to sick leave effective the date of notification to the Employer provided that the employee submits a certificate(s) acceptable to the permanent head, signed by a qualified medical practitioner:
- i) by the date the employee's approved annual leave period expires; or
 - ii) where the period of illness is to extend beyond the expiration of the approved annual leave period at such intervals as the permanent head may require.
- The medical certificate shall state that during the period of his/her absence (which shall be stated on the certificate) he/she was unable to perform his/her duties and in addition the reason(s) for such absence should be given.
- (b) In the case of an employee who is admitted to hospital while on annual leave, he/she may change the status of his/her leave to sick leave with effect from the date he/she was admitted to hospital.
 - (c) The period of vacation so displaced in Clause 21.07(a) and (b) shall be reinstated for use at a later date to be mutually agreed.

21.07 Subject to Clause 21.02, in an incomplete year before resignation or retirement, an employee may receive a proportionate part of his/her annual leave for that year.

2 1.08 Sick leave awarded in accordance with Clause 22.05 or periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for annual leave purposes and the employee's period of service shall be noted accordingly.

21.09 For the purpose of this Article, employees who are re-employed by the Employer after lay off or termination, may have service prior to lay-off or termination credited to them for annual leave purposes.

2 1.10 An employee who is authorized by his/her permanent head to proceed on annual leave for a period of not less than two (2) consecutive weeks, shall upon written request, be issued an advance payment, once per year, of the regular pay cheque(s) he/she would normally receive during such period of leave. The written request for this advance payment must be received by the permanent head at least four (4) weeks prior to the last pay before the employee's annual leave period commences.

2 1.11 Military service shall be recognized for annual leave purposes in accordance with the War Service (Pensions) Act, and service as a teacher recognized as pensionable service in accordance with the Public Service (Pensions) Act shall be recognized for annual leave purposes.

In addition, service with a Governmental or quasi-governmental Board, Commission or Agency created by statute or established by the Lieutenant-Governor in Council, or with a hospital not operated by Government accepted as pensionable service in accordance with the Public Service (Pensions) Act shall also be recognized as service for annual leave purposes.

21.12 (a) Subject to 21.05, employees who are laid off may leave current, accumulated and accrued leave with the Employer to be taken at a later date.

(b) Seasonal and temporary employees, upon employment, shall be given an option with respect to annual leave as follows:

(i) Subject to 21.05, to carry over any unused annual leave which he/she may have to his/her credit at the end of his/her employment period;

(ii) To receive payment for annual leave on a regular basis throughout his/her employment period; or

(iii) To receive payment for annual leave at the end of the employee's employment term.

The choice provided in accordance with Clause 21.12(b) must be made immediately upon employment. It shall be the Employer's responsibility to acquire the employee's choice in writing upon re-hire.

"21.13 Any earned but unused annual leave of a deceased employee shall be paid to the employee's estate.

- *21.14 An employee who so desires may be permitted to take annual leave immediately before or after her maternity leave.

ARTICLE 22

SICK LEAVE

- 22.01 (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.
- (c) An employee may anticipate sick leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period.
- 22.02 For the purpose of Clause 22.01, an employee who receives full salary or wages in respect of fifty percent (50%) or more of the working days in the first or 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.
- 22.03** (a) When an employee has reached the maximum of sick leave which may be awarded him/her, in accordance with this Article, he/she shall, if he/she is still unfit to return to duty, proceed on annual leave (including current, accumulated and accrued leave) if he/she is eligible to receive such leave or special leave without pay at his/her option.
- (b) Employees on special leave without pay shall continue to accumulate seniority except where they would have been otherwise laid off.
- 22.04 The permanent head may require an employee to submit a medical certificate during any period that an employee is on sick leave. In any event, sick leave in excess of three (3) consecutive working days at any time or six (6) working days in the aggregate in any year shall not be awarded to an employee unless he/she has submitted in respect thereof a medical certificate satisfactory to the permanent head.
- 22.05 Where, in the opinion of the permanent head, it is unlikely that an employee will be able to return to duty after the expiration of his/her accumulated sick leave, he/she may be required by the permanent head to undergo a medical examination. If it appears from

such examination that in the opinion of a Medical Doctor in the Department of Health, it is unlikely that the employee will be able to return to duty, then the employee may be retired effective when his/her accumulated sick leave has expired or at retirement age and paid such pension award as he/she may be eligible to receive and the employee shall be given notice in accordance with Article 35.

- 22.06 Periods of special leave without pay in excess of twenty (20) working days in the aggregate in any year or periods when an employee is under suspension, shall not be reckoned for sick leave purposes.
- 22.07 Sick leave shall not be granted to an employee who is on maternity leave or any other type of leave without pay or during periods of suspension.
- 22.08 Where an employee has a break in service in excess of forty-five (45) consecutive calendar days not caused by layoff, his/her service for the purpose of this Article shall be deemed to commence from the date of his/her re-employment.

ARTICLE 23

GROUP INSURANCE

- 23.01 The Group Insurance Plan presently in effect shall remain in effect during the term of this Agreement.
- 23.02 The Employer will pay 50% of the premiums of the Insurance Plan and the employees will pay 50%.
- 23.03 Seasonal employees shall have the right to continue coverage during layoff through direct payments of 100% of the premiums of the Insurance Plan.
- 23.04 A summary of the general provisions and benefits of the Plan is appended to the Agreement as Schedule G.
- 23.05 Employer agrees to pay its share of Group Insurance Premiums on behalf of employees on maternity leave, for a maximum of thirty three (33) weeks.

ARTICLE 24

INJURY ON DUTY

- 24.01 (a) All employees shall be covered by The Workers' Compensation Act.
- (b) An employee who is unable to perform his/her duties because of a personal injury received in the performance of his/her duties shall report the matter to his/her Supervisor and submit an account of the accident using the prescribed form as soon as possible. An employee's claim will not be delayed where the prescribed form is not immediately provided to the employee through the Supervisor.
- (c) An employee who is unable to perform his/her duties because of a personal injury received in the performance of his/her duties shall be immediately placed on Injury on Duty Leave and receive compensation in accordance with the provisions of The Workers' Compensation Act. If the claim is subsequently denied by the Workers' Compensation Commission, the employee may access other available benefits including sick leave and annual leave.
- 24.02 (a) In the event that the employee dies as a result of an injury received in the performance of his/her duties, his/her estate shall receive all death benefits owing to the employee in accordance with the provisions of the Workers' Compensation Act, in addition to any benefits he/she would be eligible for under the Public Service Pensions Act.
- (b) In the event that an employee becomes permanently disabled or incurs a recurring disability as a result of an injury received during the performance of his/her duties the employee will receive benefits in accordance with the provisions of The Workers' Compensation Act.
- 24.03 (a) An employee confirmed as being unable to perform the regular duties of his/her classification as a result of injury on duty will be employed in other work he/she can do provided a suitable vacancy is available and provided that the employee is qualified and able to perform the duties required. Where a suitable vacancy is available the rate for the new position shall apply.
- (b) Where a suitable vacancy is not available, the incapacitated employee retains the right to displace a less senior employee in another classification who occupies a position which the incapacitated employee is qualified and able to fill. Where an incapacitated employee advises the permanent head in writing of his/her intention to exercise his/her right to displace a less senior employee, the incapacitated employee will be deemed to have been given notice of layoff effective from the date he/she was confirmed as being unable to perform the regular duties of his/her

classification. Accordingly, the right to displace a less senior employee in another classification shall be exercised as per the provisions of Article 35, Layoff, Bumping and Recall.

- 24.04 In the event that an employee is placed on leave under the provisions of this Article, he/she will not accrue seniority during any period when he/she would normally be laid off.
- 24.05 The Employer determines whether its employees will be covered directly by the Workers' Compensation Commission or indirectly through a "self-insured" arrangement. Benefits under either arrangement are to be in accordance with the provisions of The Workers' Compensation Act.

ARTICLE 25

MATERNITY LEAVE/ADOPTION/PARENTAL LEAVE

- * 25.01 (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
- *(b)** An employee is entitled to a maximum of fifty-two (52) weeks leave under this Clause. However, the Employer may grant special leave without pay when the employee is unable to return to duty after the expiration of this leave.
- 25.02 (a) An employee may return to duty after giving his/her Permanent Head two (2) weeks notice of his/her intention to do so.
- (b) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- *25.03 * (a) Periods of leave up to thirty-three (33) weeks shall count for annual leave, sick leave, severance pay and step progression.
- *(b)** Periods of leave up to fifty-two (52) weeks shall count for seniority purposes.
- (c) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of thirty-three (33) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.

- 25.04 An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- 25.05 The Government will endeavor to provide child care services for its employees wherever possible.
- 25.06 While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through their Human Resource Division.
- *25.07 An employee returning from maternity leave may be exempt from standby and callback until the child is one (1) year old provided that other qualified employees in her work area are available.
- *25.08 *(a) Female employees occupying bargaining unit positions as of April 1, 1994, shall count all periods of maternity leave and adoption leave for seniority purposes, regardless of the year in which such leave occurred, provided such employee(s) did not lose seniority for reasons other than maternity/adoption leave as outlined in this Article of the current General Service Collective Agreement.
- *25.08 *(b) Maternity/adoption leave shall be defined as a period where an employee can demonstrate he/she was on leave related to the birth of a child or the adoption of a child, and such employee returned to work within a maximum of twelve (12) months.

ARTICLE 26

EDUCATION LEAVE

- 26.01 With the prior approval of the Employer, an employee may be awarded education leave as follows:
- (a) Where the Employer requires an employee to take advanced or supplementary courses of professional or technical training, the employee shall be awarded leave with pay where required under such terms and conditions as the Employer may prescribe.
- (b) At the request of an employee, education leave may be awarded to an employee to enable him/her to participate in courses of training either within or outside the Province. The duration of and the rates of pay for such leave shall be subject to such terms and conditions as the Employer may see fit to prescribe.

(c) With approval of the permanent head, leave with pay may be awarded to an employee for the period of time required to write exams for educational courses approved by the Employer.

26.02 The Employer recognizes the benefits of employees enhancing their career goals through a variety of career development activities. Employees participating in such activities will maintain their present salary during such periods.

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

26.04 Employees while on unpaid educational leave shall continue to accumulate seniority including periods of educational leave prior to signing of this Agreement.

ARTICLE 27

SPECIAL LEAVE WITHOUT PAY

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

27.02 Periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for annual and sick leave purposes and the employee's record of service shall be noted accordingly.

27.03 (a) When an employee has reached the maximum of sick leave which may be awarded him/her, in accordance with this Article, he/she shall, if he/she is still unfit to return to duty, proceed on annual leave (including current, accumulated and accrued leave) if he/she is eligible to receive such leave or special leave without pay at his/her option.

(b) Employees on special leave without pay shall continue to accumulate seniority except where they would have been otherwise laid off.

ARTICLE 28

LEAVE - GENERAL

28.01 (a) Unpaid Leave

Subject to operational requirements and availability of qualified replacement staff, where required, the Employer agrees to provide employees with one (1) month of unpaid leave while granting service credits for seniority purposes, provided that the employee would not have been laid off during the period of unpaid leave. The month of unpaid leave does not necessarily have to be taken consecutively, but cannot be taken in amounts of less than two (2) days at a time.

(b) Extended Unpaid Leave

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

28.02 An employee with a governmental or quasi-government board or commission created by statute or established by the Lieutenant- Governor in Council or with a hospital not operated by Government who transfers from such board, commission or hospital without break or with a break of less than thirty (30) calendar days shall be permitted to transfer the annual leave and sick leave remaining to his/her credit.

28.03 In the event that an employee's service is extended beyond the statutory retirement age, he/she shall continue to be eligible during such period of extension for the same leave awards as were available to him/her prior to attaining the age of retirement and such extended service shall be eligible for inclusion in the calculation of the employee's leave awards under this Agreement.

- 28.04 In the event that an employee is, with the approval of the Lieutenant-Governor in Council, seconded for duty outside the Government of Newfoundland and Labrador, the period of his/her secondment shall be deemed to be service within the meaning and intent of this Agreement.
- 28.05 The parties to this Agreement shall negotiate a deferred salary leave plan for employees covered by this Agreement to be introduced no later than six (6) months from date of signing.

ARTICLE 29

FAMILY/HOME RESPONSIBILITY LEAVE

- *29.01 (a) Subject to Clause 29.01(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, and the employee's mother and father;
 - (ii) attend to the needs relating to the birth of an employee's child;
 - (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
 - (iv) attend meetings with school authorities;
 - (v) attend to the needs relating to the adoption of a child; and
 - (vi) attend to the needs related to home or family emergencies
- shall be awarded up to three (3) days' paid family leave in any fiscal year.
- (b) In order to qualify for family leave, the employee shall:
- (i) provide as much notice to the Employer as reasonably possible;
 - (ii) provide to the Employer valid reasons why such leave is required; and
 - (iii) where appropriate, and in particular with respect to (ii), (iv) and (v) of Clause 29.01 (a), have endeavoured to a reasonable extent to schedule such events during off duty hours.

- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave or sick leave.
- (d) A temporary employee shall only be granted family leave if he/she reports to work following a recall and subsequently qualifies for family leave during that period for which he/she was recalled.

ARTICLE 30

CLASSIFICATION

- 30.01 Employee shall be notified, in writing, of any changes in their classification.
- 30.02 The Classification Appeal Board shall carry out its functions in accordance with the Classification Review and Appeal Board Procedures as set out in Schedule "F".
- 30.03 When an employee feels that his/her position has been unfairly or incorrectly classified, the employee may submit a request for review in accordance with the procedures outlined in Schedule "F".
- 30.04 Classification decisions arising out of an employee's request for review or appeal shall be retroactive to the date the request was first received by the Classification and Pay Division of Treasury Board.

ARTICLE 31

SALARIES

- 3 1.01 The salary scales set out in Schedule B will become effective from the dates prescribed in this Schedule and the salary adjustment formula set forth therein will be applied.
- *31.02 Employees shall be paid every two (2) weeks by cheque, or by mutual agreement, direct deposit. Pay or direct deposit cheques will be accompanied by a statement containing the following information:

- (a) **gross pay**
- (b) overtime
- (c) shift premium
- (d) special allowances
- (e) miscellaneous deductions
- (f) net pay

3 1.03 Promotion to Higher Pay Range

The rate of pay of an employee promoted shall be established at the nearest point on the new pay range which exceeds his/her existing rate by at least **5%**, but shall not exceed the maximum of the new pay range. Where however, the rate of pay prior to promotion is above the maximum of the new pay range, his/her present rate shall be retained.

3 1.04 Voluntary Demotion

The rate of pay of an employee voluntarily demoted shall be established at a point on the new pay range which does not exceed his/her existing rate. If his/her existing rate falls between two steps on the new pay range, it shall be adjusted to the lower step and if his/her existing rate exceeds the maximum for the new pay range, it shall be reduced to the maximum for the pay range.

3 1.05 Involuntary Demotion

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

ARTICLE 32

TEMPORARY ASSIGNMENT

- “32.01 (a) Subject to Clause 32.01(b), where an employee is required, in writing, by the permanent head to perform duties and responsibilities in a position which is classified as being higher than the employee’s own classification, he/she shall be reimbursed for the entire period of the temporary assignment provided he/she has occupied the higher position for a period of at least two (2) continuous days at a rate in the higher classification which will yield an increase of not less than five

percent (5%) provided that the rate does not exceed the maximum of the salary scale.

- (b) Where, in any week, because of a statutory holiday or other holidays agreed to by the Employer the number of days is less than the two (2) continuous days referred to in Clause 32.01(a), the prerequisite for reimbursement in Clause 32.01(a) shall be reduced by the number of the aforementioned holidays in that week.
- * (c) An employee temporarily assigned to perform duties of a lower classification shall continue to be paid at his/her current salary.

32.02 When the employee returns to his/her position from a temporary assignment, he/she will be returned to his/her former salary with any adjustments made for salary increases in the interim.

- *32.03 (a) No employee shall be temporarily or seasonally assigned outside the bargaining unit without his/her consent. An employee who is temporarily or seasonally assigned outside the bargaining unit may return to his/her regular position subject to giving the Employer two (2) weeks notice.
- (b) Employees who are temporarily or seasonally assigned outside the bargaining unit shall continue to accumulate seniority and have access to the grievance procedure as if they were still covered by this agreement.
- (c) Employees who are temporarily or seasonally assigned outside the bargaining unit shall continue to pay union dues.

ARTICLE 33

JOB COMPETITION

33.01 Where the Employer determines that a vacancy in a bargaining unit position is to be filled, the Employer shall post notice of the competition for at least seven (7) calendar days in readily accessible places, with the exception that the current practice in respect of eligibility lists shall continue. Positions to be filled through eligibility lists will include Clerk I, Clerk Typist I, Clerk Steno I, Social Worker, and Engineering Aide I.

33.02 Notice of job competitions shall contain the following information:

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

- (c) Step 1 - Step 3 and GS level;
- (d) required qualifications;
- (e) location of the position;
- (f) closing date;
- (g) shift work where applicable; and
- (h) this position is open to both male and female.

33.03 (a) An employee who is requested to attend an interview by the Public Service Commission or the permanent head shall, with the prior approval of his/her immediate supervisor be awarded such time off with pay as is required for the purpose of attending the interview.

- (b) An employee required to attend an interview by the Public Service Commission or the permanent head shall be entitled to reimbursement of reasonable expenses necessarily incurred by him/her in attending such interview in accordance with the rules prescribed by the Treasury Board.

33.04 Upon request, an unsuccessful applicant for a job vacancy will be informed of the reason why he/she was unsuccessful and/or the name and classification of the successful applicant.

- *33.05 (a) A permanent employee who is temporarily appointed to fill a temporary position or backfill a permanent position as a result of a competition held in accordance with this Article shall retain his/her permanent status.
- (b) Should the employee be appointed to and occupy a temporary/permanent position for a period of less than twenty-four (24) consecutive months, he/she shall return to his/her former position either at the conclusion of the period of temporary appointment or upon twenty (20) days notice from the Employer, whichever is the earlier. A permanent employee returning to his/her permanent position is not entitled to exercise bumping rights.
 - (c) Should the employee occupy the temporary/permanent position for a period greater than twenty-four (24) consecutive months, he/she shall forfeit all rights to his/her permanent position and be entitled to bump at his/her current pay range in the department issuing the notice of layoff.
 - (d) An employee, within the first twenty-four (24) months of a temporary appointment, may terminate the temporary appointment and return to his/her permanent position by giving thirty (30) days notice.
 - (e) If an employee completes a temporary appointment and returns to his/her former position , the employee backfilling his/her permanent position shall be laid off, or if possible, returned to his/her former position.

- (f) Subject to Clause 33.05 (b), a permanent employee cannot be removed from his/her temporary appointment prior to the date established by the Employer if there are less senior temporary employees in the same classification, headquarters, and division.
- (g) If the permanent employee is appointed to a temporary position, the position will be considered as permanent for redundancy purposes.

33.06 Notwithstanding the posting requirements of this Article, and where the parties mutually agree, lateral transfers or voluntary demotions may be granted without posting for the following reasons:

- (a) On compassionate or medical grounds, to permanent employees who have completed their probationary period.
- (b) Subject to 24.03 (a) and (b), to all employees who have become incapacitated by injury on duty or work related illness.

33.07 Whereas the parties recognize:

- (a) opportunity for promotion should increase with length of service;
- (b) the parties therefore agree that, in evaluating candidates who have been recommended by the Public Service Commission for promotion, the permanent head shall consider three criteria: qualifications, ability and seniority;
- (c) where the recommended candidates are evaluated as being relatively equal, the senior recommended candidate shall be selected for appointment.

33.08 Each department shall maintain a seniority list for permanent, seasonal, and temporary employees showing the total seniority of each. The list shall be posted in January of each year and a copy sent to the Union, Employees have thirty (30) days from the posting of the seniority list to contest the accuracy of their seniority recorded on the list.

33.09 Trial Period

The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of two (2) months. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her

former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. The parties may mutually agree, in writing, to extend the trial period. Where the Employer and the Union agree, the employee may revert to his/her former position prior to the completion of the trial period.

****ARTICLE 34**

SENIORITY

- 34.01 For the purpose of this Article, an employee shall mean a person employed in the Public Service as defined in Schedule "I". Subject to Clause 9.04 (Temporary Assignment), Seniority shall be defined as:
- (i) service in a position which is paid on the GS Pay Scale, or service in a non-supervisory position which is paid on a Management Pay Plan.
 - (ii) service in a position which was, or is, paid on a Management Pay Plan in the event that the position was, or is, placed within the bargaining unit either through reclassification or mutual agreement of the parties.
 - (iii) service during the first 12 months of permanent appointment to a supervisory position on a Management Pay Plan.
- 34.02 The following conditions shall result in loss of seniority for an employee:
- (a) the employee resigns in writing and does not withdraw the letter of resignation within five (5) calendar days of its submission, provided the employee gives notice in accordance with Clause 37.03 or where the employee resigns or retires and is not re-employed within thirty (30) calendar days provided the employee gave notice in accordance with Clause 37.03;
 - (b) he/she is dismissed and is not reinstated;
 - (c) he/she has been laid off in excess of twenty-four (24) consecutive months;
 - (d) when recalled from layoff, in his/her classification, he/she fails to report within fourteen (14) calendar days of notice to do so, unless sufficient reason is given by the employee;
 - (e) he/she is absent from work for five (5) consecutive days without notifying his/her permanent head giving a satisfactory reason for such absence.

*34.03 Notwithstanding the provisions of Clause 34.02 where an employee is forced to resign his/her position because of the transfer of a spouse by the spouse's employer, such employee shall maintain his/her seniority accrued up to the date of resignation for the purpose of layoff and recall only upon obtaining employment within the bargaining unit at the new headquarters area within a period of twenty-four (24) months.

34.04 Subject to Clause 19.03 and 19.04, Time Off for Union Business; 25.03(a), Maternity Leave/Adoption/Parental Leave; 26.03, Education Leave, 27.03, Special Leave Without Pay; and 28.01, Leave-General, an employee may not accrue seniority when on leave of absence without pay or under suspensions for periods in excess of thirty (30) consecutive days.

"34.05 Where an employee is required by the Employer to relocate from one headquarters area to another and the relocation does not constitute a change in an employee's classification, the senior employee in the classification shall have the first right of refusal, provided the employee who relocates is qualified and able to perform the duties.

*34.06 *(a) Application

Super seniority applies to a shop steward's regular classification, employee group and departmental headquarters for the duration of their term of office.

*(b) Layoff

(i) A shop steward will be the last employee in his/her regular classification and employee group in his/her departmental headquarters to receive notice of layoff, provided he/she is qualified and able to perform the remaining duties required in the classification.

(ii) A shop steward laid off from his/her regular position uses actual seniority when exercising his/her bumping rights.

*(c) Recall

If an employee retains his/her shop steward status while on layoff, he/she shall retain super seniority for recall purposes for the duration of their term of office, provided he/she is qualified and able to perform the duties of the position being filled through the recall procedure.

****ARTICLE 35**

LAYOFF, BUMPING AND RECALL

- * 35.01 (a) Subject to Clause 34.01, when initiating layoffs, recalls, and bumping, there shall be three (3) distinct employee groups as follows:
1. permanent employees
 2. seasonal employees
 3. temporary employees
- (b) Employees in each group shall be entitled to bump other employees in the same employee group according to seniority, and employees in lower employee groups as per Clauses 35.01 (c), (d), (e), and (f), provided permanent employees cannot be bumped by temporary or seasonal employees regardless of seniority.
- (c) Permanent employees can bump seasonal and temporary employees with less than twenty-four (24) months' seniority regardless of the actual seniority of the permanent employee. For example; a permanent employee with one (1) month seniority can bump a seasonal employee with fifteen (15) months' seniority or a temporary employee with twenty-three (23) months' seniority.
- (d) A permanent employee can bump seasonal or temporary employees with more than twenty-four months' seniority provided the permanent employee has more actual seniority than the seasonal or temporary employee being bumped. For example; a seasonal or temporary employee with three (3) years' seniority can only be bumped by a permanent employee with more than three (3) years' seniority.
- (e) Seasonal employees can bump temporary employees with less than twenty-four (24) months' seniority regardless of the actual seniority of the seasonal employee. For example; a seasonal employee with three (3) months' seniority can bump a temporary employee with twenty-three (23) months' seniority.
- (f) A seasonal employee can bump a temporary employee with more than twenty-four (24) months' seniority provided the seasonal employee has more actual seniority than the temporary employee being bumped. For example; a temporary employee with three (3) years' seniority can only be bumped by a seasonal employee with more than three (3) years' of seniority.

35.02 Layoff Procedure

- (a) If a group of employees in the same division and classification is being affected by a layoff, no layoff notice shall be issued to an employee while there is an employee from a lower ranked employee group employed in the same classification.

- (b) Where a department determines that a layoff is required within a headquarters, the employee, in the department, headquarters, division, employee group, and classification directly affected by the layoff or who is the least senior in a group of employees affected, shall be the first employees laid off, provided that the employees who would be retained in accordance with this procedure are qualified and able to perform the duties required.

35.03 Recall Procedure

- (a) Where a department determines that a recall is required within a headquarters area (for the purpose of recall, an employee's headquarters area shall be the headquarters area from which he/she was laid off), the employees in the department, headquarters area, employee group, and classification affected by the recall, who have the most seniority, shall be the first employees recalled, provided that the employees who would be recalled in accordance with this procedure are qualified and able to perform the duties required.
- (b) An employee may change his/her headquarters area and/or classification as a result of exercising his/her bumping rights under Clause 35.04. For the purpose of recall, a department will be required to recall an employee as if he/she did not exercise his/her bumping rights. For the purpose of layoff, the department will be required to issue notice of layoff to the employee in accordance with the classification and headquarters area in which he/she is currently employed.
- (c) When an employee is recalled to work in the same classification or position, he/she will receive not less than that received prior to layoff, plus any salary adjustments to that classification or position made during layoffs, except where the layoff exceeds two (2) years.
- (d) An employee loses his/her right of recall to the position from which he/she was initially laid off if he/she is not recalled to the position within 24 months of the layoff. The employee continues to have recall rights, in descending pay range order, to other positions held within the most recent 24 months.
- (e) The employee who is bumped from a recall in accordance with this procedure shall be deemed not to have been recalled.

“35.04 Bumping Procedure - Bumping Rights on Layoff

- (a) Seasonal and Temporary Employees
 - (i) Subject to Clause 35.01(b), an employee who is to be laid off in accordance with Clause 35.02 shall be entitled to bump a less senior employee within his/her department, and within his/her headquarters, who

has the least seniority within a classification covered by this Agreement, provided that the employee retained or recalled in accordance with this procedure is qualified and able to perform the duties required and provided further that an employee cannot bump upwards.

- (ii) An employee can only exercise his/her option to bump outside his/her headquarters or headquarters area when (1) there are no employees in an equivalent classification with less seniority within the headquarters or headquarters area whom the employee can bump, and (2) the employee chooses not to bump into a lower classification within the headquarters or headquarters area. If an employee is unable to bump at the headquarters or headquarters area level, he/she may exercise his/her option to bump at the district level as specified in Clause 35.06(a)(iii).
- (iii) Seasonal and temporary employees can bump only within the department issuing the notice of layoff.

(b) Permanent Employees

- (i) Subject to Clause 35.01(b), a permanent employee whose position has been declared redundant or who has been laid off in accordance with Clause 35.02 shall be entitled to bump a less senior employee within his/her department and headquarters, who has the least seniority within a classification covered by this Agreement, provided that the employee retained or recalled in accordance with this procedure is qualified and able to perform the duties required and provided further that employees cannot bump upwards.
- *~~(ii)~~ (ii) Notwithstanding Clause 35.04(b) ~~i~~ a), permanent employee may bump the least senior permanent employee before having to bump the least senior employee in a lower employee group, subject to the conditions of Article 35. Also a full-time employee may bump the least senior full-time employee before having to bump the least senior part-time employee, again subject to the conditions of Article 35.

This provision does not apply when a permanent employee bumps outside his/her department.

- (iii) A permanent employee can only exercise his/her option to bump at the headquarters area level within his/her department when (1) there are no employees in an equivalent classification with less seniority within the headquarters whom the employee can bump, and (2) the permanent employee chooses not to bump into a lower classification within his/her headquarters.

If this situation continues in the headquarters area, he/she may exercise his/her option to bump within his/her department at the district level.

- (iv) If a permanent employee is unable to exercise his/her bumping rights within an equivalent classification in his/her department at his/her headquarters level, he/she is entitled to bump a less senior employee outside his/her department within the headquarters area with the least seniority in an equivalent classification covered by this Agreement, provided the employees retained or recalled in accordance with this procedure are qualified and able to perform the duties required.
- (v) If a permanent employee is unable to exercise his/her bumping rights within an equivalent classification in another department within his/her headquarters area, he/she is entitled to bump a less senior employee with the least seniority in an equivalent classification within his/her own department at the district level. If he/she is unable to bump into an equivalent classification within his/her department, he/she is entitled to bump a less senior employee with the least seniority in an equivalent classification outside his/her own department at the district level.
- (vi) If a permanent employee is unable to exercise his/her bumping rights within an equivalent classification within his/her headquarters area or district in any department, he/she shall bump, if available, a less senior employee in his/her department and headquarters area with the least seniority in a classification covered by this Agreement on the next lower pay range, provided the employees retained or recalled in accordance with this procedure are qualified and able to perform the duties required.
- (vii) If a permanent employee is unable to exercise his/her bumping rights within his/her department and headquarters area in a classification covered by this Agreement on the next lower pay range, he/she shall bump a less senior employee in another department within the headquarters area with the least seniority in a classification covered by this Agreement on the next lower pay range, provided the employees retained or recalled in accordance with this procedure are qualified and able to perform the duties required.
- (viii) If a permanent employee is unable to exercise his/her bumping rights in a classification covered by this Agreement on the next lower pay range at the headquarters area level, he/she may bump, if available, a less senior employee with the least seniority on the next lower pay range within his/her department at the district level or, failing that, bump a less senior employee on the next lower pay range in another department at the district level.

In each instance where an employee is unsuccessful in exercising his/her right to bump outside his/her department, he/she must attempt to exercise his/her bumping rights within his/her department and headquarters area before he/she is eligible to exercise his/her bumping rights in other departments at equivalent or lower classification levels.

For example: A permanent employee who is paid on the GS-20 pay range and who cannot bump into another GS-20 position within his/her headquarters area level, and chooses not to bump into a lower GS position within his/her headquarters area, can only bump into a GS-20 position in another department within his/her headquarters area in the first instance. If he/she cannot bump into a GS-20 position in another department, he/she may then attempt to bump into a GS-20 position in his/her department at the district level before he/she is eligible to exercise his/her bumping rights into a GS-20 position in another department at the district level. If he/she cannot bump into a GS-20 position in another department at the district level, he/she must then attempt to bump into a GS-19 position in his/her department at the headquarters area level before he/she is eligible to exercise his/her bumping rights into a GS-19 position in another department at the headquarters area level. If he/she cannot bump into a GS-19 position at the headquarters area level, he/she may then attempt to bump into a GS-19 position at the district level within his/her own department and failing that, the least senior employee in a GS-19 position in another department at the district level. Subsequent attempts to bump into a position on lower pay ranges outside his/her department can only occur after the permanent employee is unsuccessful in bumping at the pay range within his/her department and headquarters area.

*** (c) Ability to Bump Other than the Least Senior Employees**

When the Employer determines that an employee is not qualified and able to bump the least senior employee in a classification, the employee may attempt to bump the second most junior employee in the classification, and so forth, until he/she exhausts his/her bumping rights in that classification.

35.05 Bumping Procedure - Bumping Rights on Recall

- (a) An employee who is not recalled when a recall occurs within his/her headquarters area shall be entitled to bump a less senior employee within his/her department and headquarters area who has the least seniority within a classification covered by this Agreement, provided that the employee exercising his/her bumping option on recall is qualified and able to perform the duties required and provided that the employee cannot bump upwards.
- (b) An employee can only exercise his/her option to bump outside his/her headquarters area when (1) there are no employees in an equivalent classification with less seniority within the headquarters area, and (2) the employee chooses not to bump into a lower classification within the headquarters area. If this situation continues in the headquarters area, he/she may exercise his/her option to bump at the district level.
- (c) Employees exercising their right to bump on recall are restricted to bumping within the department from which they were initially laid off.

*35.06 Bumping/Recall - Definitions and Restrictions

(a) Definitions

(i) Headquarters

Each building/work location is to be considered a headquarters. The Confederation Complex is considered a single headquarters.

(ii) Headquarters Area

A headquarters area is the community in which the headquarters/work location is situated. Communities which are immediately adjacent will be considered as one (1) headquarters area. All other work locations outside communities shall be considered as separate headquarters areas.

(iii) Bumping Districts

The Province, for layoff, recall and bumping purposes, is broken down into five (5) districts as per Schedule L, with these districts being applicable to all departments.

(iv) Provincial Park

Each provincial park is considered a separate headquarters area within its respective departmental district.

(b) Restrictions

(i) Upward Bumping

Employees exercising their bumping rights cannot bump upwards.

(ii) Notice of Layoff

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

(iii) Reduction in Hours of Work

An employee whose scheduled hours of work are reduced will be entitled to exercise his/her bumping rights as if he/she were laid off.

(iv) Rate of Pay

An employee who changes his/her classification as a result of this procedure shall be paid at the same step on the scale for his/her new classification as he/she was being paid in his/her previous classification.

(v) Bumping Period

(a) An employee who chooses to bump another employee within his/her department in accordance with this procedure must exercise that right either before the date he/she would otherwise be laid off (excluding cases where payment in lieu of notice is given, in which case the prescribed period will apply) or within 10 days of the occurrence of a recall within his/her headquarters area.

(b) A permanent employee who receives the initial notice of redundancy/layoff must notify his/her permanent head or designate of his/her decision to bump outside his/her department within 14 calendar days of receipt of notice. No permanent employee shall be laid off by virtue of being displaced by a more senior permanent employee without receiving at least forty-eight (48) hours notice, provided that all bumping actions are taken within thirty (30) calendar days of the date the original employee was given notice of redundancy/layoff.

(vi) Departmental Restriction

Bumping by permanent employees outside their own departments is restricted to direct government departments as listed in Schedule I of this Agreement.

(vii) Retention of Permanent/Seasonal Status

Permanent employees bumping into lower employee group positions will retain their permanent status. Also, seasonal employees bumping into a lower employee group position will retain their seasonal status.

(viii) Employees Working Outside Regular Department

(a) Employees who are working outside of their regular department (e.g. filling a temporary position or on secondment) must first commence the bumping procedure within their regular department in accordance with the collective agreement.

(b) If such employees are bumped from their regular position in their regular department, they can continue on secondment, etc., but must exercise a "paper bump" in accordance with the procedure outlined in this collective agreement.

****ARTICLE 36**

PERSONAL LOSS

“36.01 Subject to Clauses 36.02 and 36.03, where an employee in the performance of his/her duty, suffers any personal loss, and where such loss was not due to the employee’s negligence, the Employer may compensate the employee for any loss suffered to a maximum of one thousand dollars (\$1,000.00) subject to the provision of replacement item receipts, original purchase receipts, if available, and the approval of the Deputy Minister.

*36.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within five (5) days of the incident to the permanent head or his/her designated representative. Employees on travel status shall have up to five (5) additional days in which to report the personal loss.

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

****ARTICLE 37**

LAYOFF/TERMINATION FROM EMPLOYMENT

37.01 (a) Except in the case of dismissal for just cause, thirty (30) calendar days’ notice, in writing, shall be given to permanent or probationary employees who are to be laid off. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.

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

- 37.02 Except in the case of dismissal for just cause, ten (10) calendar days' notice, in writing, will be given to temporary, part-time and seasonal employees who are to be laid off, provided that such employees are not hired for a specified time period. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- 37.03 Permanent and probationary employees shall give the permanent head thirty (30) calendar days' written notice, and seasonal, temporary and part-time employees shall give ten (10) calendar days' written notice of intention to terminate employment.
- 37.04 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.
- 37.05 The period of notice may be reduced or eliminated by mutual agreement.
- 37.06 Subject to 21.05(b), 21.12 and 37.07, upon termination or layoff, an employee shall receive pay for all his/her earned current and accrued leave not taken by him/her prior to termination or layoff plus pay for his/her accumulated annual leave up to a maximum of twenty (20) days, or if entitled under Clause 21.05(b), to a maximum of twenty-five (25) days, not taken prior to termination or layoff provided, however, that any indebtedness to the Employer may be deducted from such payment.
- 37.07 Where an employee fails to give notice as stipulated in Clause 37.03, the Employer reserves the right to withhold payment for any annual leave in excess of that prescribed by the Labour Standards Act, provided that in no case shall the penalty exceed the period of notice.

****ARTICLE 38**

SEVERANCE PAY

- 38.01 An employee who has nine (9) or more years of continuous service in the employ of the Employer, is entitled to be paid on resignation, retirement, termination by reason of disability, expiry of recall rights, or in the event of death to the employee's estate, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his/her weekly salary to a maximum of twenty (20) weeks pay.
- 38.02 For the purpose of this Article, service for a seasonal employee shall be the actual period of employment with the Employer provided that where a break in employment exceeds

twenty-four (24) consecutive months, service shall commence from the date of re-employment.

- 38.03 An employee who has resigned or retired may be re-employed if he/she has been out of the public service for a period which is not less than the number of weeks for which he/she has received severance pay pursuant to Clause 38.01 above or if he/she refunds the appropriate proportionate part of such severance pay.
- 38.04 The maximum severance pay which an employee shall be paid for his/her total period of employment in the public service shall not exceed the number of weeks as specified in Clause 38.01.
- 38.05 For the purpose of this Article, periods of authorized leave without pay shall not be regarded as breaks in continuous service, but the period of leave without pay shall not be counted as service when determining the total amount of service of an employee.

****ARTICLE 39**

TRAVEL ON EMPLOYER'S BUSINESS

- 39.01 For each day or part thereof, on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities, shall be as follows:

Island	Breakfast	Lunch	Dinner	Total
19940725	\$6.31	\$9.00	\$13.69	\$29.00
Labrador				
19940725	\$7.00	\$10.00	\$15.00	\$32.00
	Other Provinces		u s	Other
19940725	\$43.00		\$43.00 us	\$48.00

- 39.02 For travel on the Employer's business for less than one (1) day, Travel Expense Rules as prescribed by Treasury Board shall apply.

39.03 Employees who are authorized to use their own cars while travelling on business for the Employer shall be reimbursed, as follows:

<u>Effective Date</u>	<u>Rate</u>
1994 07 25	25¢/km

39.04 When an employee has been in consecutive overnight travel status, charges for laundry and valet services (not including dry cleaning) are reimbursed as follows

- (a) for each consecutive night on travel status, actual vouchered expenses totalling not more than an average cost of \$3.00 per diem commencing with the fourth night; or
- (b) for each consecutive night on travel status, \$1.00 per diem commencing with the fourth night where coin operated equipment is in use.

39.05 When an employee has been on overnight travel status for a period of three (3) consecutive days, he/she shall be reimbursed for the cost of one personal long-distance call, not longer than three (3) minutes at the person-to-person rate for each such period on travel status. The charge for this telephone call may be included on the hotel bill, or if the employee calls collect the subsequent telephone bill showing the appropriate charge shall be submitted with the travel claim.

- 39.06
- (a) For the purpose of this Article, “travel time” means travel on the Employer’s business authorized by the permanent head, for an employee by land, sea or air between his/her headquarters area, as defined by the Collective Agreement, and a location outside his/her headquarters area and between locations outside his/her headquarters area, to perform duties assigned to him/her by the permanent head and during which the employee is required to travel outside his/her normal scheduled work period.
 - (b) “travel time” and the method of travel shall require the prior approval of the permanent head.
 - (c)
 - i) When the method of travel is set by the permanent head, compensation for “travel time” shall be paid for the length of time between the employee’s departure from any location and his arrival at his/her place of lodging or work, whichever is applicable, at his/her authorized destination.
 - ii) An employee may, with the prior approval of his/her permanent head, set his/her own travel arrangements. The compensation payable may not, however, in any case, be greater than if the travel arrangements had been set in accordance with Clause 39.06(c)(i).

- (d) Subject to Clause 39.06(c), an employee who is required by the permanent head to engage in “travel time” shall be compensated at straight time rates for all “travel time” provided that the maximum amount claimable in any one day does not exceed a regular day’s pay.
- (e) Travel time is to be compensated as follows:
 - i) For travel by air, sea, rail and other forms of public transportation, the time between the scheduled time of departure and the scheduled time of arrival at a destination plus one-half (1/2) hour.
 - ii) For travel by personal or government vehicle, the time required to proceed from the employee’s place of residence or work place as applicable, directly to destination, and upon his/her return directly back to his/her residence or work place.

For the purpose of this sub-clause, travel time compensation will be based on one (1) hour for each forty-five (45) miles to be travelled.

- (f) Notwithstanding any provisions in this Clause 39.06, compensation will not be paid:
 - (i) to employees whose “travel time” during any three (3) month consecutive period does not exceed fifteen (15) hours; or
 - (ii) for travel in connection with transfers, educational courses, training sessions, conferences, seminars or employment interviews.
- (g) For the purpose of this Article, “headquarters area” means an area within a radius of twenty (20) kilometres from an employee’s headquarters.

39.07 Automobile Allowance

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

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

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

<u>Effective Date</u>	<u>Per Month</u>	<u>Annual Guarantee</u>
1990 12 01	\$85	(Monthly Grant Plus Mileage) \$1,250

- (b) On receipt of invoice, reimbursement for the difference between private and business insurance.
- (c) Reimbursement of parking metre expenses incurred while on the business of the Employer, at the following rates:

<u>Effective Date</u>	<u>Rate</u>
1989 04 01	\$5.00 per week

39.08 Employees who provide their own accommodations while travelling on the Employer's business will be compensated as follows:

<u>Effective Date</u>	<u>Rate Per Night</u>
1989 04 01	\$15.00

****ARTICLE 40**

PROTECTIVE CLOTHING AND UNIFORMS

40.01 Where the Employer requires the wearing of protective clothing or clothing required in accordance with the Occupational Health and Safety Regulations, the Employer shall provide such clothing free of charge to the employees. In cases where laundering is required, it shall be provided free of charge.

40.02 (a) The following protective clothing shall be provided free of charge where it is required by the Employer in accordance with safety regulations:

Safety hats, safety hat liners, safety knee pads, goggles, smoke masks, dust masks and other safety equipment necessary for the safety and health of the employee.

(b) Employees who are required to wear safety boots (or safety shoes) in accordance with safety regulations will be provided with an allowance of **\$75.00** effective **1990 04 01** for the purpose of purchasing such footwear. This allowance will be paid for each twelve (12) months of service. Seasonal employees shall receive the allowance for each twelve (12) months of service, or every third season, whichever is earlier.

- 40.03 (a) Where the Employer requires the wearing of uniforms or other items of clothing, the following items will be issued to permanent employees free of charge:

<u>Item</u>	<u>Issue</u>	<u>Frequency</u>
(1) Cap	1	As per Note 1
(2) Shirts	3	Annually
(3) Tie	1	Annually
(4) Tunic (or Jacket)	1	As per Note 1
(5) Pants	2 pairs	As per Note 1
(6) Socks	3 pairs	Annually
(7) Coveralls	1 pair	As per Note 2
(8) Rainwear	1 suit	As per Note 2
(9) Parka	1	As per Note 2
(10) Snowpants	1 pair	As per Note 3
(11) Belt	1	As per Note 1

Note 1: These items may be replaced at any time if deemed necessary by the Employer upon inspection.

Note 2: These items should be issued to employees who are required to work outdoors on a regular basis. These may be replaced at any time if deemed necessary by the Employer upon inspection.

Note 3: This item would be issued to employees who are required to operate or travel on open vehicles, e.g., snowmobiles in winter, and may be replaced at any time if deemed necessary by the Employer upon inspection.

- (b) If an item is not returned for inspection, the employee will be required to pay full replacement cost.
- (c) Rainwear will be made available to seasonal employees who are required to wear uniforms and work outside on a regular basis.
- (d) The following uniforms and other items of clothing will be issued to seasonal employees free of charge:

<u>Item</u>	<u>Issue</u>	<u>Frequency</u>
(i) Shirts	2	Seasonally
(ii) Pants	2 pairs	Seasonally
(iii) Jacket	1	Seasonally
(iv) Coveralls	1 pair	As per Note 2 above

Rainwear will be made available to seasonal employees who are required to wear uniforms and work outside on a regular basis.

- 40.04 Material used for jackets and pants should be of medium weight material suitable for summer and winter use. However, in the case of seasonal employees whose major period of employment is for the period of April to September, then the material used for jackets and pants may be of a summer weight material.
- 40.05 It is agreed that the colour of uniforms and any crests or badges to be worn on uniforms shall be regulated by the Employer.
- 40.06 In the case of temporary employees with up to and including 6 months service, 50% of the cost of any items issued in accordance with Clause 40.03 will be paid by the Employer to a maximum of \$40.00.

****ARTICLE 41**

PERSONAL FILES

- 41.01 There shall be one official personal file, the location of which shall be designated by the permanent head. An employee shall at any reasonable time, be allowed to inspect his/her personal file and may be accompanied by a representative of the Union if he/she so desires.
- 41.02 A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy.
- 41.03 Any such document shall be removed and disregarded after the expiration of two (2) years from the date it was placed in the employee's file provided there has not been a recurrence of a similar incident during that period. The employee shall be responsible to see that any such document is removed.
- 41.04 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to acknowledge receipt of the assessment form in question. When as a result of this assessment, the performance of an employee is judged to have been unsatisfactory, the employee may present a grievance in accordance with Article 12.

****ARTICLE 42**

DISCIPLINE

- 42.01 Any employee who is suspended or dismissed shall within five (5) days of such suspension or dismissal, be provided with written notification which shall state the reasons for the suspension or dismissal.
- 42.02 All dismissals, suspensions and other disciplinary action, shall be subject to formal grievance procedure as outlined in Article 12, if the employee so desires.
- 42.03 The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within five (5) working days of the occurrence or discovery of the incident giving rise to the complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his/her record for use against him/her at any time. This Clause 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.
- 42.04 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have, at their request, a representative of the Union attend the meeting.
- 42.05 (a) Employees shall have the right, at any time, to have the assistance of a full-time representative(s) of the Union on all matters relating to employer/employee relations. Union representatives shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussion or investigation of grievance shall not absent themselves from work except with permission from their supervisor and such permission will not be unreasonably withheld.
- (b) Employees shall have the right to have a Shop Steward present on all matters relating to employer/employee relations.
- 42.06 If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from his/her place of employment, it shall be with pay.

****ARTICLE 43**

ACCESS AND SHOP STEWARDS

- 43.01 A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership. Where possible, such interviewing will take place on a group basis during the orientation program for new employees. The steward or representative will provide the new employee with a copy of the collective agreement.
- 43.02 The Employer agrees that access to its premises may be allowed to persons permanently employed by the Union for the purpose of interviewing a Union member and such interview shall not interfere with the operations of the Employer.
- 43.03 Permission to hold meetings on the premises of the Employer shall, in each case, be obtained from the permanent head and such meetings shall not interfere with the operations of the Employer.
- 43.04 The Employer agrees to recognize the Shop Stewards appointed by the Union. The Union shall inform the Employer of the names of all Shop Stewards as soon as possible after their appointment. The number of Shop Stewards shall mutually be agreed upon by the Union and the Employer.
- 43.05 The Shop Stewards shall not conduct Union business during working hours except in cases of emergency. Where time off is required by the Shop Steward during working hours, he/she shall request such time off from his/her immediate supervisor. Such time off for a Shop Steward shall not be unreasonably withheld.
- 43.06 With the prior written approval of the permanent head, special leave with pay not exceeding one (1) day in each year, shall be awarded to Shop Stewards for the purpose of attending educational seminars. The Employer is agreeable to such leave being taken in one (1) hour blocks.
- 43.07 (a) Employees shall have the right, at any time, to have the assistance of a full-time representative(s) of the Union on all matters relating to employer/employee relations. Union representatives shall have access to the Employer's premises in

order to provide the required assistance. Employees involved in such discussion or investigation of grievance shall not absent themselves from work except with permission from their supervisor and such permission will not be unreasonably withheld.

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

****ARTICLE 44**

STRIKES AND LOCKOUTS

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

****ARTICLE 45**

CONTRACTING OUT

- 45.01 The Employer shall continue present practice of providing continued employment for employees who would otherwise become redundant where the work is contracted out and the Employer will endeavour to maintain the existing benefits applicable to such employees.
- 45.02 The Employer will give the Union two (2) months' notice of its intention to contract out work.

****ARTICLE 46**

POLITICAL ACTIVITY

- 46.01 Subject to Clause 46.02, an employee may, with the prior approval of the Minister concerned, be permitted to participate in Municipal and School Board elections, provided that if they are elected as members of councils or school boards, they shall exercise tact and discretion in any matter arising in council or a school board involving the Government and on the clear understanding that in no circumstances shall such participation constitute any conflict of interest or interfere in any way with an employee's attendance at work during working hours or the performance by him/her of his/her official duties.

- 46.02 An employee shall not be appointed to or serve as a member of a School Board if he/she is employed by the Department of Education.

****ARTICLE 47**

LABOUR MANAGEMENT COMMITTEES

- 47.0 1 The Employer agrees with the establishment of Labour Management Committees for the purpose of meeting and conferring on matters of mutual interest which are not properly the subject matter of a grievance or negotiation.
- 47.02 Each Committee shall meet within two (2) weeks of a request from either side.
- 47.03 The purpose of the Labour Management Committee shall be to promote effective communication between management and the employees, and to this end, the terms of reference shall include such things as working conditions, local rules and regulations, efficiency and productivity.

****ARTICLE 48**

SAFETY AND HEALTH

- 48.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment.
- 48.02 Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer.
- 48.03 It is mutually agreed that the Employer, the Union and employees shall co-operate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.
- 48.04 To remove any uncertainty, it is agreed that Section 49(2) of the Occupational Health and Safety Act, 1978 shall apply to this collective agreement.

48.05 The mandate of Occupational, Health and Safety Committees shall be expanded to include environmental issues.

****ARTICLE 49**

TECHNOLOGICAL CHANGE

49.01 Advance Notice

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

49.02 Consultation

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

49.03 Attrition Arrangement

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

49.04 Income Protection

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

49.05 Transfer Arrangements

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

49.06 Training Benefits

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

49.07 No New Employees

No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation, until the employee(s) already working, and affected by the change, have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment, as provided for in Article 49.06.

****ARTICLE 50**

EMPLOYEE ASSISTANCE PLAN

- 50.01 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to co-operate in encouraging employees affected with alcohol, drug or other personal problems to undergo a co-ordinated program directed to the objective of their rehabilitation. The employee assistance program as attached in Schedule H and co-ordinated by the Public Service Commission shall continue to operate to meet the joint objective described above.
Any changes to the program must have the approval of both parties.

****ARTICLE 51**

SPECIAL LEAVE WITH PAY

51.01 Compassionate Leave

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

****ARTICLE 52**

STATE OF EMERGENCY

- * 52.01 The following provisions shall apply to employees during a state of emergency declared by the appropriate provincial or municipal authority:
- (a) All employees shall be deemed to be on duty during the period of closure, with the exception of those employees designated by the permanent head as employees performing an essential service.
 - (b) Those employees designated by the permanent head as employees who perform an essential service shall, where possible, be supplied transportation to their place of work and return by the Employer.
- 52.02 Where the Employer provides transportation and the employee refuses to report to duty, he/she shall be subject to disciplinary action as prescribed in Article 42.
- 52.03 Those employees referred to in Clause 52.01 (b) above who are on special leave with or without pay immediately preceding the declaration of the state of emergency, will be deemed to be on special leave with or without pay, as the case may be, during the period so declared an emergency.
- 52.04 The permanent head shall endeavour to designate those employees referred to in Clause 52.01(b) previous to the declared state of emergency, however, the permanent head may require any employee to report for duty during any period declared an emergency.

****ARTICLE 53**

RELOCATION EXPENSES

- 53.01 An employee who is required by the Employer to relocate from one geographic location to another shall on the submission of a certified statement of expenses be compensated as follows:
- (a) An employee who sells his/her private dwelling house, in which he/she resides immediately prior to being relocated, shall be reimbursed for real estate agency fees up to a maximum of six percent (6%) of the selling price.

- (b) Reimbursement of reasonable and necessary legal fees encumbered upon the employee because of the sale of his/her house and the purchase of a new dwelling at his/her place of relocation; and
- (c) Where an employee is required to relocate from one geographic location to another, he/she shall be reimbursed for the following expenses:
 - (i) transportation for himself/herself and his/her dependents by the most economical means;
 - (ii) travel in a privately owned car at the applicable rate to a maximum amount equivalent to economy air fare for the employee and his/her dependents;
 - (iii) carting, packing and unpacking, cartage insurance and transportation of his/her and his/her dependents personal effects; and
 - (iv) hotel accommodations and meals approved in advance by the permanent head for an employee and his/her dependents for a consecutive period not exceeding fourteen (14) calendar days. With respect to claims for meals, an employee may be reimbursed as follows:
 - (a) meal allowances on relocation to be identical to those allowed on travel;
 - (b) in the case of an employee with dependents, the maximum allowances claimable shall be in accordance with those specified in (1) above for each of the employees, spouse and dependents over 12 years of age, plus one-half (1/2) this amount for each other dependent.
 - (v) Claims for items (i), (iii) and (iv) of sub-clause 53.01(c) are to be accompanied by receipts or other satisfactory proof of purchase.

****ARTICLE 54**

LABRADOR ALLOWANCE

54.01 The Labrador benefits shall be paid to employees covered by this Agreement who are eligible to receive such benefits as outlined in Schedule J.

****ARTICLE 55**

JOINT CONSULTATION

- 55.01 The Employer agrees to consult with the Union about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

****ARTICLE 56**

AMENDMENT BY MUTUAL CONSENT

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

****ARTICLE 57**

CRIMINAL OR LEGAL LIABILITY

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

****ARTICLE 58**

ADVANCE NOTICE

- 58.01 The union will be advised of Government's plans to sell, lease, transfer or otherwise dispose of an operation, including pilot projects, no less than ninety (90) days before proposals for such sale, lease, transfer, disposal or pilot projects are solicited from prospective purchasers.

****ARTICLE 59**

PORTABILITY OF BENEFITS

59.0 1 Employees who are accepted for employment with another Employer or same Employer covered by Schedule N within one hundred and twenty (120) calendar days of resignation shall retain portability respecting:

- (i) accumulated sick leave credits;
- (ii) accumulated annual leave entitlements; and
- (iii) service for severance pay.

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

****ARTICLE 60**

***DURATION OF AGREEMENT**

“60.01 Except as otherwise provided, this Agreement shall be effective from date of signing and shall remain in full force and effect until March 3 1,200 1.

60.02 Agreement to Remain in Effect

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


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

60.03 Notice of Termination or Amendment

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

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

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




Witness

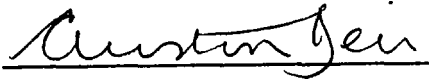


President of Treasury Board

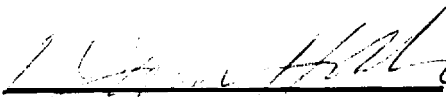
SIGNED on behalf of the Newfoundland Association of Public Employees by its proper officers in the presence of the witness hereto subscribing:

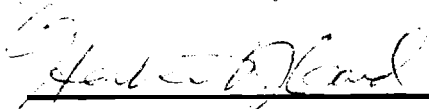



Witness

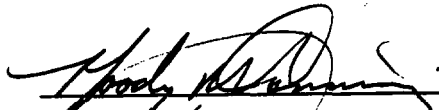


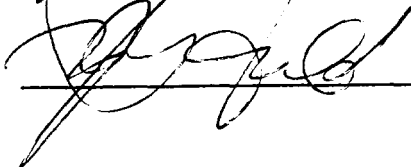












**SCHEDULE A
CLASSIFICATION LIST
GENERAL SERVICE AGREEMENT**

Accommodations Officer	0843	GS-35
Accountant I	0210	GS-29
Accounting Clerk I	0205	GS-19
Accounting Clerk II	0206	GS-23
Addictions Administrator	6077	GS-38
Addictions Counsellor I	6084	GS-32
Addictions Counsellor II	6086	GS-34
Addictions Counsellor III	6099	GS-36
Addictions Officer	6075	GS-34
Administrative Officer I	0505	GS-30
Adult Probation Officer I	1032	GS-33
Adult Probation Officer II	1034	GS-35
Adult Probation Officer III	1035	GS-37
Advertising Officer	0827	GS-35
Aerial Photographic Technician I	0800	GS-25
Aerial Photographic Technician II	0801	GS-31
Agricultural Laboratory Chemist	4055	GS-33
Agricultural Inspector	4023	GS-32
Agricultural Technician I	4018	GS-27
Agricultural Technician II	4019	GS-30
Agriculturist I	4020	GS-30
Agriculturist II	4021	GS-33
Agriculturist III	4022	GS-37
Animal Curator	4270	GS-32
Appeals Officer (Taxation)	0155	GS-40
Aquaculturist	4220	GS-40
Architect	3100	GS-44
Architectural Design Co-Ordinator	3233	GS-33
Architectural Technician	3232	GS-30

Archives Assistant	2353	GS-19
Archives Technician I	2351	GS-26
Archives Technician II	2352	GS-32
Archivist	2355	GS-35
Assistant Deputy Supreme Court Registrar	1023	GS-32
Assistant Forest Ranger	4409	GS-16
Assistant Manager Rural Development Incentive Loans	6122	GS-35
Asst Superintendent of School Transportation & Grants	2479	GS-34
Audio-Visual Equipment Technician	2426	GS-25
Audio-Visual Specialist	2424	GS-32
Auditor I	0221	GS-29
Auditor II	0222	GS-33
Auditor III	0223	GS-37
Audit Technician I	0460	GS-23
Audit Technician II	0461	GS-27
Bailiff	1010	GS-30
Biometrician	4272	GS-40
Boiler and Pressure Vessel Inspector II	3177	GS-38
Bond Administration Officer II	0481	GS-33
Bookmobile Operator	2302	GS-21
Buyer I	0412	GS-25
Buyer II	0414	GS-28
Buyer III	0416	GS-31
Career Development Specialist	0627	GS-36
Cartographic Technician	3292	GS-31
Cartographic Technician I(Draughting)	3290	GS-27
Cartographic Technician I(Photogrammetry)	3288	GS-24
Cartographic Technician II (Draughting)	3291	GS-30
Cartographic Technician II(Photogrammetry)	3289	GS-27
Cartographic Technician III (Draughting)	3296	GS-32

Cartographic Technician III (Photogrammetry)	3294	GS-31
Cash Management & Investment Officer	0254	GS-40
Chief Tipstaff/Court Crier	1007	GS-20
Claims Processor I	0062	GS-18
Claims Processor II	0063	GS-21
Claims Processor III	0064	GS-25
Clerk I	0015	GS-11
Clerk II	0016	GS-15
Clerk III	0017	GS-19
Clerk IV	0018	GS-25
Clerk of the Supreme Court I	0051	GS-25
Clerk of the Supreme Court II	0052	GS-27
Clerk of the Unified Family Court	1018	GS-33
Clerk Stenographer I	0025	GS-13
Clerk Stenographer II	0026	GS-17
Clerk Stenographer III	0027	GS-21
Clerk Typist I	0020	GS-12
Clerk Typist II	0021	GS-16
Clerk Typist III	0022	GS-20
Clerk (Unified Family Court)	0023	GS-25
Commercial Assessor	0692	GS-36
Commercial CAMA Specialist	0694	GS-38
Communications Technician (RNC)	0112	GS-24
Community Services Worker	6199	GS-29
Computer Operations Supervisor	0895	GS-27
Computer Operator I	0892	GS-22
Computer Operator II	0893	GS-24
Computer Programmer/Analyst	0888	GS-36
Computer Programmer I	0889	GS-32
Computer Programmer II	0890	GS-34
Computer Support Specialist	0885	GS-34
Computer Support Technician	0899	GS-28

Computer Systems Analyst I	0886	GS-38
Computer Systems Analyst II	0887	GS-40
Conservation Officer I	4380	GS-26
Conservation Officer II	4381	GS-30
Conservation Officer III	4382	GS-32
Conservation Officer IV	4383	GS-34
Conservation Ranger	4384	GS-20
Construction Field Superintendent	3139	GS-40
Consumer Affairs Auditor II	0661	GS-34
Consumer Affairs Officer	0656	GS-31
Consumer Licensing & Enforcement Officer	0652	GS-29
Continuing Education Co-ordinator	2466	GS-40
Control Surveyor	3275	GS-33
Cook I	7116	GS-16
Cook II	7117	GS-19
Co-operatives Examination Supervisor	6129	GS-40
Co-operatives Examiner	6128	GS-35
Co-ordinator of Information and Publications	2497	GS-35
Co-ordinator of Legal Administrative Services	1022	GS-25
Cost Research Analyst (FIAB)	0336	GS-40
Costume Designer	2339	GS-25
Court Assistant	1006	GS-19
Court Collection Officer	0478	GS-27
Court Officer I	0038	GS-30
Court Officer II	0039	GS-32
Court Reporter I	0049	GS-23
Court Reporter II	0050	GS-25
Craft Marketing Specialist	2413	GS-33
Crafts Development Officer	2412	GS-32
Customer Service Representative	0109	GS-25
Customer Service Specialist	0111	GS-30

Data Entry Operator	0897	GS-16
Debt Analyst	0255	GS-35
Dental Claims Assessment Supervisor	0088	GS-30
Departmental Audit Officer	0278	GS-31
Departmental Programme Co-ordinator	0504	GS-34
Deputy Sheriff I	1003	GS-30
Deputy Sheriff II	1004	GS-32
Design Approval Technician I	3212	GS-34
Design Approval Technician II	3213	GS-38
Design Consultant	0820	GS-32
Design Specialist	2414	GS-35
Development Areas Lands Officer	4017	GS-32
Dietary Consultant	7147	GS-37
District Engineer Assistant (WST)	3240	GS-35
District Social Worker	6204	GS-36
Domestic Worker	7215	GS-08
Draughting Technician I	3285	GS-20
Draughting Technician II	3286	GS-27
Draughting Technician III	3287	GS-30
Driver Examiner/Motor Vehicle Inspector I	1307	GS-23
Driver Examiner/Motor Vehicle Inspector II	1308	GS-26
Duplicating Equipment Operator	0114	GS-12
D. V. S. Administrative Officer I	0145	GS-27
D. V. S. Administrative Officer II	0146	GS-29
Early Childhood Education Supervisor	6807	GS-24
Early Childhood Education Worker	6808	GS-18
Economist I	0330	GS-31
Economist II	0331	GS-35
Education Finance Administrator	2484	GS-37
Education Financial Officer	0175	GS-37
Elevating Devices Inspector	3186	GS-38

Employment Opportunities Worker	6023	GS-29
Employment Programs Supervisor	0623	GS-40
Employment Services Officer	0621	GS-34
Engineer I	3105	GS-33
Engineer II	3106	GS-37
Engineer III	3107	GS-40
Engineering Aide I	3235	GS-17
Engineering Aide II	3236	GS-23
Engineering Technician I	3237	GS-25
Engineering Technician II	3238	GS-30
Engineering Technician III	3239	GS-33
Environmental Biologist	5749	GS-41
Environmental Chemist	5734	GS-40
Environmental Engineer	3164	GS-44
Environmental Health Specialist (Trainee)	5722	GS-20
Environmental/ Health Co-ordinator	5775	GS-38
Environmental/ Health Officer I	5771	GS-30
Environmental/ Health Officer II	5772	GS-32
Environmental/ Health Officer III	5773	GS-36
Environmental Laboratory Chemist	5735	GS-33
Environmental Monitoring Specialist	5733	GS-33
Environmental Planner (WST)	3136	GS-40
Environmental Surveillance Officer	5746	GS-33
Ergonomics Consultant	3190	GS-42
Estates Officer II	1041	GS-27
Executive Officer (Public Accounts Committee)	0220	GS-37
Executive Secretary, Social Services Appeal Board	6032	GS-36
Extension, Information & Education Supervisor (Forestry)	4447	GS-38
Family Court Counsellor I (Unified Family Court)	6296	GS-34
Family Court Counsellor II (Unified Family Court)	6298	GS-36
Farm Loans Collection Officer	0473	GS-30

Field Assessor	0690	GS-26
Field Tax Collections Officer I	0237	GS-27
Field Tax Collections Officer II	0238	GS-34
Film Technician	2427	GS-16
Financial Analyst (Post Secondary Education)	0387	GS-40
Financial Officer	0264	GS-37
Financial Officer (NMFC)	0235	GS-37
Financial Planning Supervisor (Fisheries)	0266	GS-42
Fire Inspection & Protection Supervisor	1520	GS-38
Fire Protection Technician	1522	GS-34
Fiscal Policy Officer I	0391	GS-37
Fiscal Policy Officer II	0392	GS-40
Fiscal Policy Officer III	0394	GS-43
Fisheries Development Officer	0876	GS-40
Fisheries Economist	0868	GS-40
Fisheries Field Representative	4205	GS-32
Fisheries Financial Analyst	4202	GS-40
Fisheries Inspection Co-ordinator	4192	GS-35
Fisheries Inspections Officer	4194	GS-32
Fisheries Licensing Administrator	4190	GS-35
Fisheries Loan Officer I	0272	GS-32
Fisheries Loan Officer II	0273	GS-34
Fisheries Loan Collections Officer I	0475	GS-30
Fisheries Loan Collections Officer II	0476	GS-34
Fisheries Planning Analyst	4219	GS-34
Fisheries Project Co-ordinator	4208	GS-35
Fisheries Project Officer	3242	GS-33
Fisheries Quality Technologist	4207	GS-37
Fisheries Research & Development Technologist	4201	GS-38
Fishery Resource Planning Supervisor	4221	GS-42
Fishing Gear Technician	4206	GS-30
Fishing Industry Planning Supervisor	4210	GS-42

Fitness Consultant	2219	GS-35
Food Service Worker I	7105	GS-08
Food Service Worker II	7106	GS-15
Forest Fire Fighter	4405	GS-20
Forest Fire Protection Specialist	4400	GS-32
Forest Geneticist	4413	GS-40
Forest Pest Survey Aide	4401	GS-12
Forest Ranger I	4410	GS-20
Forest Ranger II	4411	GS-25
Forest Tree Nursery Supervisor	4402	GS-27
Forest Unit Resource Officer	4412	GS-28
Forester I	4415	GS-30
Forester II	4416	GS-34
Forester III	4417	GS-38
Forestry Technician I	4406	GS-25
Forestry Technician II	4407	GS-27
Forestry Technician III	4408	GS-30
Gasoline and Tobacco Tax Inspector	0232	GS-31
Geological Technician	4133	GS-28
Geologist I	4135	GS-33
Geologist II	4136	GS-37
Geologist III	4137	GS-42
Geoscience Publications Copy Editor	0833	GS-33
Government Loans Administrative Officer I	0292	GS-33
Government Loans Administrative Officer II	0293	GS-37
Graphics Artist	0819	GS-27
Health Records Analyst	5007	GS-22
Health Records Co-ordinator	5008	GS-28
Historic Sites Officer I	2326	GS-35
Historic Sites Officer II	2327	GS-38

Homemaker	6088	GS-17
Human Rights Investigator/Education Officer	0651	GS-35
Human Rights Specialist	0653	GS-38
Hunter Safety Training Officer I	1634	GS-26
Hunter Safety Training Officer II	1636	GS-32
Industrial Development Officer I	6147	GS-31
Industrial Development Officer II	6148	GS-35
Industrial Development Officer III	6149	GS-40
Industrial Hygienist I	4108	GS-40
Industrial Training Officer	0628	GS-36
Information Officer	0824	GS-27
Insurance Program Specialist	0664	GS-29
Intergovernmental Affairs Finance Officer	0265	GS-33
Internal Energy Conservation Officer	4147	GS-37
Jailer	1700	GS-19
Labour Standards Officer	0605	GS-38
Labrador Retail Stores Financial Officer	0200	GS-31
LAN Administrator	0900	GS-38
Land Management Specialist	4435	GS-40
Land Survey Inspector I	3276	GS-27
Land Survey Inspector II	3277	GS-30
Land Survey Inspector III	3278	GS-33
Land Survey Inspector IV	3279	GS-35
Lands Management Officer	4445	GS-30
Lands Officer I	3260	GS-23
Lands Officer II	3261	GS-25
Lands Officer III	3262	GS-28
Land Use Technician	4437	GS-28
Legal Librarian	2315	GS-36

Legal Secretary	0032	GS-23
Librarian I	2309	GS-30
Librarian II	2310	GS-32
Librarian III	2311	GS-34
Library Clerk	2301	GS-16
Library Technician I	2305	GS-20
Library Technician II	2306	GS-22
Library Technician III	2307	GS-24
Library Technician IV	2308	GS-26
Licencing Auditor	0670	GS-33
Lifeguard	2203	GS-14
Mail and Messenger Clerk I	0005	GS-11
Mail and Messenger Clerk II	0006	GS-15
Mail and Messenger Clerk III	0007	GS-19
Management Analyst I	0350	GS-29
Management Analyst II	0351	GS-35
Manager of Commercial Relations	0269	GS-42
Manager Farm Development Loans	6121	GS-36
Manager, Mineral Rights	4160	GS-43
Manager, Municipal Training Program	0312	GS-39
Manager, Policy and Program Research	0599	GS-40
Marine Architect	3116	GS-42
Marine Service Centre Manager	4214	GS-33
Marine Vessel Inspector	1412	GS-38
Market Development Officer	4225	GS-40
Marketing Specialist	0523	GS-35
Materials Inspector I	3202	GS-23
Materials Inspector II	3203	GS-28
Materials Inspector III	3204	GS-30
Medical Claims Assessor I	0071	GS-21
Medical Claims Assessor II	0073	GS-26

Medical Claims Assessor III	0074	GS-28
Medical Claims Auditor	0076	GS-26
Microfilm Operator I	0808	GS-14
Micrographic Technician I	0812	GS-18
Micrographic Technician II	0813	GS-21
Micrographic Technician III	0814	GS-26
Mineral Development Engineer	4106	GS-44
Mineral Industry Analyst I	4102	GS-37
Mineral Industry Analyst II	4103	GS-40
Mineral Laboratory Assistant I	4122	GS-20
Mineral Laboratory Assistant II	4123	GS-24
Mineral Laboratory Assistant III	4124	GS-28
Mineral Laboratory Chemist I	4126	GS-33
Mineral Laboratory Chemist II	4127	GS-35
Mineral Laboratory Supervisor	4129	GS-40
Mineral Records Officer	4155	GS-29
Mines Inspection Engineer I	4116	GS-42
Mines Inspection Engineer II	4117	GS-44
Motor Vehicle Tax Administrator	0245	GS-30
Municipal Affairs Analyst I	0705	GS-33
Municipal Affairs Analyst II	0706	GS-35
Municipal Finance Officer	0337	GS-33
Museum Assistant	2318	GS-19
Museum Curator I	2325	GS-35
Museum Exhibits Designer	2322	GS-34
Museum Interpreter I	2316	GS-19
Museum Interpreter II	2317	GS-21
Museum Technician I	2320	GS-24
Museum Technician II	2323	GS-28
Museum Technician III	2321	GS-32
Natural Heritage Areas Planner	4326	GS-37

Northern Labrador Retail Store Assistant Manager	6064	GS-28
Northern Labrador Retail Store Manager	6068	GS-35
Occupational Health & Safety Officer I	3192	GS-32
Occupational Health & Safety Officer II	3193	GS-36
Occupational Health & Safety Officer III	3194	GS-38
Occupational Health & Safety Program Officer	3197	GS-36
Organizational Budget Analyst	0301	GS-34
Park Interpretation Technician	4328	GS-25
Park Interpreter	4329	GS-22
Park Manager I	4305	GS-30
Park Manager II	4306	GS-32
Park Planner	4310	GS-34
Park Ranger I	4302	GS-20
Park Ranger II	4303	GS-22
Park Ranger III	4304	GS-24
Parks Maintenance Superintendent	4286	GS-34
Parks Technician I	4282	GS-25
Parks Technician II	4284	GS-27
Payroll Clerk I	0091	GS-18
Payroll Clerk II	0093	GS-24
Payroll Clerk III	0094	GS-28
Pension Benefit Specialist	0170	GS-28
Pension Benefit Supervisor	0171	GS-34
Pension Fund Financial Officer	0173	GS-35
Pensions Analyst	0172	GS-35
Pensions Auditor I	0082	GS-31
Pensions Auditor II	0083	GS-35
Pesticide Applications Specialist	5748	GS-39
Pesticide Enforcement & Licensing Specialist	5745	GS-33
Petroleum Auditor	0240	GS-37

Petroleum Engineer	4172	GS-44
Petroleum Technologist	4169	GS-30
Photographic Technician	0805	GS-21
Planner I	3315	GS-32
Planner II	3316	GS-36
Planner III	3317	GS-40
Planning & Research Analyst	0601	GS-37
Planning Technician I	3305	GS-28
Planning Technician II	3306	GS-30
Policy, Planning & Research Analyst	0647	GS-37
Prescription Drug Program Auditor	5246	GS-33
Procurement Officer I	0435	GS-27
Procurement Officer II	0436	GS-30
Procurement Officer III	0437	GS-33
Product Development Officer (Fisheries)	4238	GS-40
Production Co-Ordinator	2436	GS-42
Production Enhancement Specialist	4211	GS-37
Production Systems Operator	0215	GS-23
Program Development Specialist (Education)	2462	GS-42
Program Planner (WS&T)	3246	GS-38
Programme Development Officer	2402	GS-42
Programme Planning Officer (Health Care Delivery System)	5031	GS-35
Promotion Technician	0822	GS-28
Promotion Specialist (Fisheries)	4233	GS-34
Property Appraiser I	0725	GS-28
Property Appraiser II	0727	GS-33
Provincial Consultant - Early Childhood Education	6050	GS-40
Provincial Health Education Consultant	5019	GS-37
Public Information Officer	0829	GS-30
Public Utilities Auditor	0283	GS-34
Publications Officer	0831	GS-32
Public Relations Specialist	0826	GS-34

Public Service Payroll Officer	0095	GS-28
Public Service Payroll Specialist	0096	GS-32
Radiation Analyst	4112	GS-27
Radiation Inspector	3199	GS-38
Radio-Telephone Operator	0110	GS-18
Records Manager	0503	GS-33
Recreation & Sports Consultant	2218	GS-35
Recreation & Sports Supervisor	2222	GS-42
Recreation Centre Assistant Manager	2214	GS-24
Recreation Centre Manager I	2215	GS-29
Recreation Centre Manager II	2216	GS-32
Recreation Facilities Design Specialist	3104	GS-40
Refrigeration Specialist (Fisheries)	1420	GS-30
Regional Career Information Resource Officer	0407	GS-40
Regional Fire Protection Supervisor	1524	GS-36
Regional Health Educator	5018	GS-35
Regional Highway Administrative Officer	0204	GS-27
Regional Parks Inspector	4318	GS-26
Regional Resource Officer	4425	GS-33
Regional Support Supervisor	0108	GS-35
Regional Technical Inspection Supervisor	3206	GS-39
Regional Water Quality Officer	5755	GS-36
Registrar I	0147	GS-25
Registrar II	0148	GS-27
Registrar III	0149	GS-29
Residential Assessor	0691	GS-34
Residential CAMA Specialist	0693	GS-36
Residential Energy Conservation Officer	4148	GS-34
Residential Tenancies Officer I	0675	GS-31
Residential Tenancies Officer II	0676	GS-35
Resource Development Officer (Fisheries)	0875	GS-40

Sawmill & Scaling Specialist	4403	GS-34
Seamstress I	7008	GS-10
Secretary	0029	GS-23
Secretary (Parenthetical Designator)	0031	GS-23
Securities Analyst	0253	GS-38
Securities Officer - Sinking Funds	0871	GS-32
Senior Control Surveyor	3274	GS-40
Senior Departmental Audit Officer	0281	GS-35
Senior Duplicating Equipment Operator	0113	GS-18
Senior Engineer	3108	GS-44
Senior Environmental Biologist	5747	GS-43
Senior Financial Officer - Sinking Funds	0250	GS-40
Senior Licencing Auditor	0671	GS-35
Senior Policy, Planning & Research Analyst	0646	GS-40
Senior Programmer Analyst	0883	GS-40
Senior Property Administrator	0733	GS-36
Senior Residential Tenancies Officer	0677	GS-37
Senior Student Residence Supervisor	7237	GS-26
Senior Systems Analyst	0882	GS-44
Social Assistance Worker	6020	GS-29
Social Services Investigator	6019	GS-32
Social Work Consultant	6008	GS-42
Social Work Program Co-Ordinator	6217	GS-36
Social Worker	6201	GS-34
Special Projects Officer (Forestry)	4404	GS-34
Statistical Officer	0323	GS-27
Statistician I	0325	GS-31
Statistician II	0326	GS-35
Student Affairs Officer	2421	GS-32

Student Aid Verification & Appeals Officer	2503	GS-27
Student Residence Supervisor	7235	GS-18
Sub-Sheriff I	1012	GS-32
Sub-Sheriff II	1014	GS-35
Supervisor - Bond Registry	0259	GS-38
Supervisor Cartographic & Photomechanical Services	3295	GS-38
Supervisor, Policy & Program Research (Agriculture)	4026	GS-40
Supervisor of School Transportation & Grants	2478	GS-37
Support Enforcement Officer	1070	GS-27
Support Enforcement Supervisor	1072	GS-34
Swimming Instructor	2205	GS-16
Swimming Pool Manager	2210	GS-26
Switchboard Operator I	0105	GS-11
Switchboard Operator II	0106	GS-15
Tax Auditor I	0151	GS-31
Tax Auditor II	0152	GS-35
Tax Compliance Officer	0162	GS-29
Technical Services Inspector	3207	GS-34
Technical Inspector I	3210	GS-34
Technical Inspector II	3211	GS-37
Telecommunications Supervisor	0362	GS-38
Theatre Assistant I	2333	GS-14
Theatre Assistant II	2334	GS-17
Theatre Assistant III	2335	GS-20
Theatre Technician I	2340	GS-28
Theatre Technician II	2341	GS-32
Theatre Technician III	2342	GS-35
Tourism Planning & Evaluation Officer	6143	GS-38
Trade Practices & Lotteries Licensing Officer	1652	GS-34

Trades Development Specialist	0633	GS-38
Traffic Information Co-Ordinator	1330	GS-27
Training Officer	0386	GS-37
Training Specialist	0359	GS-35
Transportation Divisional Clerk	0203	GS-22
Transportation Officer	3430	GS-37
Transportation Planning Supervisor	0870	GS-42
Transportation Traffic Technician	1329	GS-25
Treatment Attendant I	6190	GS-22
Trial Co-Ordinator (Unified Family Court)	5030	GS-30
Typesetter I	0122	GS-22
Typesetter II	0123	GS-24
Vehicle Dispatcher	8010	GS-17
Vehicle Fleet Manager	8018	GS-35
Veterinarian	4038	GS-44
Veterinary Specialist	4039	GS-46
Victim Services Co-Ordinator	6252	GS-34
Water Well Inspector	5760	GS-35
Water Resources Technician I	5753	GS-30
Water Resources Technician II	5754	GS-33
Water Utilities Superintendent (Industrial)	8156	GS-37
Welding Inspector	3181	GS-38
Wildlife Biologist I	4260	GS-32
Wildlife Biologist II	4261	GS-34
Wildlife Project Biologist	4264	GS-36
Wildlife Conservation Officer I	4276	GS-26
Wildlife Conservation Officer II	4277	GS-30
Wildlife Conservation Officer III	4278	GS-32

Wildlife Field Technician	4249	GS-25
Wildlife Laboratory Technician	4253	GS-25
Wildlife Protection Specialist	4279	GS-35
Wildlife Research Biologist	4268	GS-42
Word Processing Equipment Operator I	0118	GS-18
Word Processing Equipment Operator II	0119	GS-20
Youth Programs Specialist	6704	GS-33

SCHEDULE B

**Pay Grid
General Service Salary Grid
Effective January 1, 1998**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-08	18,127.20 697.20 9.96	18,691.40 718.90 10.27	19,273.80 741.30 10.59
GS-09	18,254.60 702.10 10.03	18,837.00 724.50 10.35	19,419.40 746.90 10.67
GS-10	18,382.00 707.00 10.10	18,964.40 729.40 10.42	19,565.00 752.50 10.75
GS-11	18,509.40 711.90 10.17	19,128.20 735.70 10.51	19,728.80 758.80 10.84
GS-12	18,673.20 718.20 10.26	19,292.00 742.00 10.60	19,910.80 765.80 10.94
GS-13	18,837.00 724.50 10.35	19,474.00 749.00 10.70	20,111.00 773.50 11.05
GS-14	19,055.40 732.90 10.47	19,692.40 757.40 10.82	20,347.60 782.60 11.18
GS-15	19,273.80 741.30 10.59	19,965.40 767.90 10.97	20,620.60 793.10 11.33

Note: General economic increases are applied to hourly rates which are then multiplied by 1820 to determine annual salary. Bi-weekly rates are calculated by multiplying the hourly rate by 70.

SCHEDULE B

**Pay Grid
General Service Salary Grid
Effective January 1, 1998**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-16	19,510.40 750.40 10.72	20,220.20 777.70 11.11	20,911.80 804.30 11.49
GS-17	19,819.80 762.30 10.89	20,566.00 791.00 11.30	21,312.20 819.70 11.71
GS-18	20,056.40 771.40 11.02	20,802.60 800.10 11.43	21,585.20 830.20 11.86
GS-19	20,438.60 786.10 11.23	21,257.60 817.60 11.68	22,076.60 849.10 12.13
GS-20	20,857.20 802.20 11.46	21,730.80 835.80 11.94	22,622.60 870.10 12.43
GS-21	21,203.00 815.50 11.65	22,149.40 851.90 12.17	23,095.80 888.30 12.69
GS-22	21,621.60 831.60 11.88	22,640.80 870.80 12.44	23,641.80 909.30 12.99
GS-23	22,058.40 848.40 12.12	23,114.00 889.00 12.70	24,187.80 930.30 13.29

SCHEDULE B

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**Pay Grid
General Service Salary Grid
Effective January 1, 1998**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-24	22,859.20 879.20 12.56	24,024.00 924.00 13.20	25,188.80 968.80 13.84
GS-25	23,714.60 912.10 13.03	24,934.00 959.00 13.70	26,171.60 1,006.60 14.38
GS-26	24,551.80 944.30 13.49	25,880.40 995.40 14.22	27,172.60 1,045.10 14.93
GS-27	25,425.40 977.90 13.97	26,808.60 1,031.10 14.73	28,173.60 1,083.60 15.48
GS-28	26,353.60 1,013.60 14.48	27,791.40 1,068.90 15.27	29,211.00 1,123.50 16.05
GS-29	27,081.60 1,041.60 14.88	28,555.80 1,098.30 15.69	30,030.00 1,155.00 16.50
GS-30	27,809.60 1,069.60 15.28	29,338.40 1,128.40 16.12	30,867.20 1,187.20 16.96
GS-31	28,847.00 1,109.50 15.85	30,448.60 1,171.10 16.73	32,068.40 1,233.40 17.62

SCHEDULE B

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**Pay Grid
General Service Salary Grid
Effective January 1, 1998**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-32	29,757.00	31,431.40	33,105.80
	1,144.50	1,208.90	1,273.30
	16.35	17.27	18.19
GS-33	30,703.40	32,432.40	34,179.60
	1,180.90	1,247.40	1,314.60
	16.87	17.82	18.78
GS-34	31,759.00	33,560.80	35,380.80
	1,221.50	1,290.80	1,360.80
	17.45	18.44	19.44
GS-35	32,923.80	34,834.80	36,727.60
	1,266.30	1,339.80	1,412.60
	18.09	19.14	20.18
GS-36	34,179.60	36,163.40	38,129.00
	1,314.60	1,390.90	1,466.50
	18.78	19.87	20.95
GS-37	35,417.20	37,492.00	39,566.80
	1,362.20	1,442.00	1,521.80
	19.46	20.60	21.74
GS-38	36,691.20	38,820.60	40,931.80
	1,411.20	1,493.10	1,574.30
	20.16	21.33	22.49
GS-39	37,910.60	40,167.40	42,424.20
	1,458.10	1,544.90	1,631.70
	20.83	22.07	23.31

Pay Grid
General Service Salary Grid
Effective January 1, 1998

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-40	39,148.20 1,505.70 21.51	41,477.80 1,595.30 22.79	43,807.40 1,684.90 24.07
GS-41	40,076.40 1,541.40 22.02	43,698.20 1,680.70 24.01	47,265.40 1,817.90 25.97
GS-42	41,113.80 1,581.30 22.59	44,772.00 1,722.00 24.60	48,466.60 1,864.10 26.63
GS-43	42,660.80 1,640.80 23.44	46,501.00 1,788.50 25.55	50,341.20 1,936.20 27.66
GS-44	44,189.60 1,699.60 24.28	48,193.60 1,853.60 26.48	52,161.20 2,006.20 28.66
GS-45	45,773.00 1,760.50 25.15	49,922.60 1,920.10 27.43	54,054.00 2,079.00 29.70
GS-46	47,756.80 1,836.80 26.24	52,088.40 2,003.40 28.62	56,420.00 2,170.00 31.00

SCHEDULE B

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**Pay Grid
General Service Salary Grid
Effective June 1, 1999**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-08	18,491.20	19,073.60	19,656.00
	711.20	733.60	756.00
	10.16	10.48	10.80
GS-09	18,618.60	19,219.20	19,801.60
	716.10	739.20	761.60
	10.23	10.56	10.88
GS-10	18,746.00	19,346.60	19,965.40
	721.00	744.10	767.90
	10.30	10.63	10.97
GS-11	18,873.40	19,510.40	20,129.20
	725.90	750.40	774.20
	10.37	10.72	11.06
GS-12	19,055.40	19,674.20	20,311.20
	732.90	756.70	781.20
	10.47	10.81	11.16
GS-13	19,219.20	19,856.20	20,511.40
	739.20	763.70	788.90
	10.56	10.91	11.27
GS-14	19,437.60	20,092.80	20,748.00
	747.60	772.80	798.00
	10.68	11.04	11.40
GS-15	19,656.00	20,365.80	21,039.20
	756.00	783.30	809.20
	10.80	11.19	11.56

SCHEDULE B**Pay Grid
General Service Salary Grid
Effective June 1, 1999**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-16	19,892.60 765.10 10.93	20,620.60 793.10 11.33	21,330.40 820.40 11.72
GS-17	20,220.20 777.70 11.11	20,984.60 807.10 11.53	21,730.80 835.80 11.94
GS-18	20,456.80 786.80 11.24	21,221.20 816.20 11.66	22,022.00 847.00 12.10
GS-19	20,839.00 801.50 11.45	21,676.20 833.70 11.91	22,513.40 865.90 12.37
GS-20	21,275.80 818.30 11.69	22,167.60 852.60 12.18	23,077.60 887.60 12.68
GS-21	21,621.60 831.60 11.88	22,586.20 868.70 12.41	23,550.80 905.80 12.94
GS-22	22,058.40 848.40 12.12	23,095.80 888.30 12.69	24,115.00 927.50 13.25
GS-23	22,495.20 865.20 12.36	23,569.00 906.50 12.95	24,679.20 949.20 13.56

SCHEDULE B**Pay Grid
General Service Salary Grid
Effective June 1, 1999**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-24	23,314.20	24,497.20	25,698.40
	896.70	942.20	988.40
	12.81	13.46	14.12
GS-25	24,187.80	25,425.40	26,699.40
	930.30	977.90	1,026.90
	13.29	13.97	14.67
GS-26	25,043.20	26,390.00	27,718.60
	963.20	1,015.00	1,066.10
	13.76	14.50	15.23
GS-27	25,935.00	27,336.40	28,737.80
	997.50	1,051.40	1,105.30
	14.25	15.02	15.79
GS-28	26,881.40	28,355.60	29,793.40
	1,033.90	1,090.60	1,145.90
	14.77	15.58	16.37
GS-29	27,627.60	29,120.00	30,630.60
	1,062.60	1,120.00	1,178.10
	15.18	16.00	16.83
GS-30	28,373.80	29,920.80	31,486.00
	1,091.30	1,150.80	1,211.00
	15.59	16.44	17.30
GS-31	29,429.40	31,049.20	32,705.40
	1,131.90	1,194.20	1,257.90
	16.17	17.06	17.97

SCHEDULE B**Pay Grid
General Service Salary Grid
Effective June 1, 1999**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-32	30,357.60 1,167.60 16.68	32,068.40 1,233.40 17.62	33,761.00 1,298.50 18.55
GS-33	31,322.20 1,204.70 17.21	33,087.60 1,272.60 18.18	34,871.20 1,341.20 19.16
GS-34	32,396.00 1,246.00 17.80	34,234.20 1,316.70 18.81	36,090.60 1,388.10 19.83
GS-35	33,579.00 1,291.50 18.45	35,526.40 1,366.40 19.52	37,455.60 1,440.60 20.58
GS-36	34,871.20 1,341.20 19.16	36,891.40 1,418.90 20.27	38,893.40 1,495.90 21.37
GS-37	36,127.00 1,389.50 19.85	38,238.20 1,470.70 21.01	40,349.40 1,551.90 22.17
GS-38	37,419.20 1,439.20 20.56	39,603.20 1,523.20 21.76	41,750.80 1,605.80 22.94
GS-39	38,675.00 1,487.50 21.25	40,968.20 1,575.70 22.51	43,279.60 1,664.60 23.78

SCHEDULE B**Pay Grid
General Service Salary Grid
Effective June 1, 1999**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-40	39,930.80	42,315.00	44,681.00
	1,535.80	1,627.50	1,718.50
	21.94	23.25	24.55
GS-41	40,877.20	44,571.80	48,211.80
	1,572.20	1,714.30	1,854.30
	22.46	24.49	26.49
GS-42	41,932.80	45,663.80	49,431.20
	1,612.80	1,756.30	1,901.20
	23.04	25.09	27.16
GS-43	43,516.20	47,429.20	51,342.20
	1,673.70	1,824.20	1,974.70
	23.91	26.06	28.21
GS-44	45,081.40	49,158.20	53,198.60
	1,733.90	1,890.70	2,046.10
	24.77	27.01	29.23
GS-45	46,683.00	50,923.60	55,127.80
	1,795.50	1,958.60	2,120.30
	25.65	27.98	30.29
GS-46	48,703.20	53,125.80	57,548.40
	1,873.20	2,043.30	2,213.40
	26.76	29.19	31.62

SCHEDULE B**Pay Grid
General Service Salary Grid
Effective June 1, 2000**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-08	18,855.20 725.20 10.36	19,455.80 748.30 10.69	20,056.40 771.40 11.02
GS-09	18,982.60 730.10 10.43	19,601.40 753.90 10.77	20,202.00 777.00 11.10
GS-10	19,128.20 735.70 10.51	19,728.80 758.80 10.84	20,365.80 783.30 11.19
GS-11	19,255.60 740.60 10.58	19,892.60 765.10 10.93	20,529.60 789.60 11.28
GS-12	19,437.60 747.60 10.68	20,074.60 772.10 11.03	20,711.60 796.60 11.38
GS-13	19,601.40 753.90 10.77	20,256.60 779.10 11.13	20,930.00 805.00 11.50
GS-14	19,819.80 762.30 10.89	20,493.20 788.20 11.26	21,166.60 814.10 11.63
GS-15	20,056.40 771.40 11.02	20,766.20 798.70 11.41	21,457.80 825.30 11.79

SCHEDULE B

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**Pay Grid
General Service Salary Grid
Effective June 1, 2000**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-16	20,293.00 780.50 11.15	21,039.20 809.20 11.56	21,749.00 836.50 11.95
GS-17	20,620.60 793.10 11.33	21,403.20 823.20 11.76	22,167.60 852.60 12.18
GS-18	20,857.20 802.20 11.46	21,639.80 832.30 11.89	22,458.80 863.80 12.34
GS-19	21,257.60 817.60 11.68	22,113.00 850.50 12.15	22,968.40 883.40 12.62
GS-20	21,694.40 834.40 11.92	22,604.40 869.40 12.42	23,532.60 905.10 12.93
GS-21	22,058.40 848.40 12.12	23,041.20 886.20 12.66	24,024.00 924.00 13.20
GS-22	22,495.20 865.20 12.36	23,550.80 905.80 12.94	24,606.40 946.40 13.52
GS-23	22,950.20 882.70 12.61	24,042.20 924.70 13.21	25,170.60 968.10 13.83

SCHEDULE B

**Pay Grid
General Service Salary Grid
Effective June 1, 2000**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-24	23,787.40 914.90 13.07	24,988.60 961.10 13.73	26,208.00 1,008.00 14.40
GS-25	24,679.20 949.20 13.56	25,935.00 997.50 14.25	27,227.20 1,047.20 14.96
GS-26	25,552.80 982.80 14.04	26,917.80 1,035.30 14.79	28,264.60 1,087.10 15.53
GS-27	26,462.80 1,017.80 14.54	27,882.40 1,072.40 15.32	29,320.20 1,127.70 16.11
GS-28	27,427.40 1,054.90 15.07	28,919.80 1,112.30 15.89	30,394.00 1,169.00 16.70
GS-29	28,173.60 1,083.60 15.48	29,702.40 1,142.40 16.32	31,249.40 1,201.90 17.17
GS-30	28,938.00 1,113.00 15.90	30,521.40 1,173.90 16.77	32,123.00 1,235.50 17.65
GS-31	30,011.80 1,154.30 16.49	31,668.00 1,218.00 17.40	33,360.60 1,283.10 18.33

SCHEDULE B**Pay Grid
General Service Salary Grid
Effective June 1, 2000**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-32	30,958.20 1,190.70 17.01	32,705.40 1,257.90 17.97	34,434.40 1,324.40 18.92
GS-33	31,941.00 1,228.50 17.55	33,742.80 1,297.80 18.54	35,562.80 1,367.80 19.54
GS-34	33,051.20 1,271.20 18.16	34,925.80 1,343.30 19.19	36,818.60 1,416.10 20.23
GS-35	34,252.40 1,317.40 18.82	36,236.20 1,393.70 19.91	38,201.80 1,469.30 20.99
GS-36	35,562.80 1,367.80 19.54	37,637.60 1,447.60 20.68	39,676.00 1,526.00 21.80
GS-37	36,855.00 1,417.50 20.25	39,002.60 1,500.10 21.43	41,150.20 1,582.70 22.61
GS-38	38,165.40 1,467.90 20.97	40,404.00 1,554.00 22.20	42,588.00 1,638.00 23.40
GS-39	39,457.60 1,517.60 21.68	41,787.20 1,607.20 22.96	44,153.20 1,698.20 24.26

SCHEDULE B

**Pay Grid
General Service Salary Grid
Effective June 1, 2000**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-40	40,731.60 1,566.60 22.38	43,170.40 1,660.40 23.72	45,572.80 1,752.80 25.04
GS-41	41,696.20 1,603.70 22.91	45,463.60 1,748.60 24.98	49,176.40 1,891.40 27.02
GS-42	42,770.00 1,645.00 23.50	46,573.80 1,791.30 25.59	50,414.00 1,939.00 27.70
GS-43	44,389.80 1,707.30 24.39	48,375.60 1,860.60 26.58	52,361.40 2,013.90 28.77
GS-44	45,991.40 1,768.90 25.27	50,141.00 1,928.50 27.55	54,254.20 2,086.70 29.81
GS-45	47,611.20 1,831.20 26.16	51,942.80 1,997.80 28.54	56,238.00 2,163.00 30.90
GS-46	49,686.00 1,911.00 27.30	54,181.40 2,083.90 29.77	58,695.00 2,257.50 32.25

SCHEDULE B**Pay Grid
General Service Salary Grid
Effective February 1, 2001**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-08	19,037.20 732.20 10.46	19,656.00 756.00 10.80	20,256.60 779.10 11.13
GS-09	19,164.60 737.10 10.53	19,801.60 761.60 10.88	20,402.20 784.70 11.21
GS-10	19,328.40 743.40 10.62	19,929.00 766.50 10.95	20,566.00 791.00 11.30
GS-11	19,455.80 748.30 10.69	20,092.80 772.80 11.04	20,729.80 797.30 11.39
GS-12	19,637.80 755.30 10.79	20,274.80 779.80 11.14	20,911.80 804.30 11.49
GS-13	19,801.60 761.60 10.88	20,456.80 786.80 11.24	21,148.40 813.40 11.62
GS-14	20,020.00 770.00 11.00	20,693.40 795.90 11.37	21,385.00 822.50 11.75
GS-15	20,256.60 779.10 11.13	20,966.40 806.40 11.52	21,676.20 833.70 11.91

SCHEDULE B

**Pay Grid
General Service Salary Grid
Effective February 1, 2001**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-16	20,493.20 788.20 11.26	21,257.60 817.60 11.68	21,967.40 844.90 12.07
GS-17	20,820.80 800.80 11.44	21,621.60 831.60 11.88	22,386.00 861.00 12.30
GS-18	21,057.40 809.90 11.57	21,858.20 840.70 12.01	22,677.20 872.20 12.46
GS-19	21,476.00 826.00 11.80	22,331.40 858.90 12.27	23,205.00 892.50 12.75
GS-20	21,912.80 842.80 12.04	22,822.80 877.80 12.54	23,769.20 914.20 13.06
GS-21	22,276.80 856.80 12.24	23,277.80 895.30 12.79	24,260.60 933.10 13.33
GS-22	22,713.60 873.60 12.48	23,787.40 914.90 13.07	24,861.20 956.20 13.66
GS-23	23,186.80 891.80 12.74	24,278.80 933.80 13.34	25,425.40 977.90 13.97

SCHEDULE B

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**Pay Grid
General Service Salary Grid
Effective February 1, 2001**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-24	24,024.00	25,243.40	26,462.80
	924.00	970.90	1,017.80
	13.20	13.87	14.54
GS-25	24,934.00	26,189.80	27,500.20
	959.00	1,007.30	1,057.70
	13.70	14.39	15.11
GS-26	25,807.60	27,190.80	28,555.80
	992.60	1,045.80	1,098.30
	14.18	14.94	15.69
GS-27	26,735.80	28,155.40	29,611.40
	1,028.30	1,082.90	1,138.90
	14.69	15.47	16.27
GS-28	27,700.40	29,211.00	30,703.40
	1,065.40	1,123.50	1,180.90
	15.22	16.05	16.87
GS-29	28,446.60	29,993.60	31,558.80
	1,094.10	1,153.60	1,213.80
	15.63	16.48	17.34
GS-30	29,229.20	30,830.80	32,450.60
	1,124.20	1,185.80	1,248.10
	16.06	16.94	17.83
GS-31	30,303.00	31,977.40	33,688.20
	1,165.50	1,229.90	1,295.70
	16.65	17.57	18.51

SCHEDULE B

**Pay Grid
General Service Salary Grid
Effective February 1, 2001**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-32	31,267.60 1,202.60 17.18	33,033.00 1,270.50 18.15	34,780.20 1,337.70 19.11
GS-33	32,268.60 1,241.10 17.73	34,088.60 1,311.10 18.73	35,926.80 1,381.80 19.74
GS-34	33,378.80 1,283.80 18.34	35,271.60 1,356.60 19.38	37,182.60 1,430.10 20.43
GS-35	34,598.20 1,330.70 19.01	36,600.20 1,407.70 20.11	38,584.00 1,484.00 21.20
GS-36	35,926.80 1,381.80 19.74	38,019.80 1,462.30 20.89	40,076.40 1,541.40 22.02
GS-37	37,219.00 1,431.50 20.45	39,384.80 1,514.80 21.64	41,568.80 1,598.80 22.84
GS-38	38,547.60 1,482.60 21.18	40,804.40 1,569.40 22.42	43,006.60 1,654.10 23.63
GS-39	39,858.00 1,533.00 21.90	42,205.80 1,623.30 23.19	44,590.00 1,715.00 24.50

SCHEDULE B

105

**Pay Grid
General Service Salary Grid
Effective February 1, 2001**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GS-40	41,132.00	43,607.20	46,027.80
	1,582.00	1,677.20	1,770.30
	22.60	23.96	25.29
GS-41	42,114.80	45,918.60	49,667.80
	1,619.80	1,766.10	1,910.30
	23.14	25.23	27.29
GS-42	43,206.80	47,047.00	50,923.60
	1,661.80	1,809.50	1,958.60
	23.74	25.85	27.98
GS-43	44,826.60	48,867.00	52,889.20
	1,724.10	1,879.50	2,034.20
	24.63	26.85	29.06
GS-44	46,446.40	50,650.60	54,800.20
	1,786.40	1,948.10	2,107.70
	25.52	27.83	30.11
GS-45	48,084.40	52,470.60	56,802.20
	1,849.40	2,018.10	2,184.70
	26.42	28.83	31.21
GS-46	50,177.40	54,727.40	59,277.40
	1,929.90	2,104.90	2,279.90
	27.57	30.07	32.57

**SCHEDULE C
SALARY IMPLEMENTATION FORMULA AND
STEP PROGRESSION**

Salary Implementation Formula

1. Effective January 1, 1998 - Increase all pay scales by two percent (2%).
Effective June 1, 1999 - Increase all pay scales by two percent (2%).
Effective June 1, 2000 - Increase all pay scales by two percent (2%).
Effective February 1, 2001 - Increase all pay scales by one percent (1%).

Red-Circled Employees

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

STEP PROGRESSION

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

SCHEDULE D

**SPECIAL GROUPS EXCLUDED FROM
THE BARGAINING UNIT**

Legal Secretaries (Civil Division, Department of Justice).

Special Groups excluded by the Public Service (Collective Bargaining) Act, 1973 as amended, subparagraphs 2 (1) (vii) - (xi).

Staff of Executive Council.

All Staff of Public Service Commission.

Contractual Employees.

Employees governed by other Collective Agreements.

Confidential Secretaries to: Directors of Human Resources, Directors of Administration, and their counterparts in Government Agencies.

Position of Human Resources Officer with the Municipal Assessment Agency Inc.

SCHEDULE E

AGENCIES

1. Newfoundland Medical Care Commission.
2. C. A. Pippy Park Commission.
3. Municipal Assessment Agency Inc.

SCHEDULE F

THE CLASSIFICATION REVIEW AND APPEAL PROCESS

A. **Definitions**

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

B. **Constitution of Classification Appeal Board**

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

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

C. Procedures

1.
 - The process of review pursuant to these procedures shall be available to an organization if the organization considers that a position has been improperly classified by the Classification and Pay Division of Treasury Board.
 - The process of review and/or appeal pursuant to these procedures shall be available to any employee who considers that their position has been improperly classified by the Classification and Pay Division of Treasury Board.
2. A review or appeal shall not be entertained on the grounds:
 - of inadequacy of the pay scale assigned to the pay range number; or

- that the scope of duties and responsibilities has been improperly assigned to the position by management.
3. A request for review shall be submitted to the Director of Classification and Pay Division, Treasury Board, Confederation Building, St. Johns, A1B 4J6 in writing stating:
 - the employee's full name;
 - name of the employing organization and place of work;
 - the classification in respect of which the review is requested;
 - details of the reason(s) why the employee, or the department head on behalf of the organization, considers the present classification is incorrect and the justification for the classification which is considered to be correct.
 4. The Classification and 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:
 - when a decision is rendered thereon by the Classification and Pay Division;
 - if the employee(s) requests in writing the withdrawal of the request for review;
 - in the event of the employee's separation from the organization for any reason including resignation, removal, abandonment of position, incompetence, retirement, death, and so on;
 - if the permanent head, in the case of an organization request for review, requests in writing the withdrawal of the request for review.
 6. It shall be the responsibility of the permanent head to notify the Director, Classification and 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 (14) 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 and 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 and 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 and 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 it submitted are irrelevant or not in accordance with sections 1 and 2 of Part C.
13. The employing organization concerned shall allow time off from regular duties to any employee who is required by the Appeal Board to appear before it and, in respect of such absence, the employee shall be regarded as being O.H.M.S. It is the responsibility of the employee to obtain the prior approval of the permanent head before absenting themselves from their duties for this purpose.
14. On receipt of an appeal from an employee or a group of employees, the Appeal Board shall request the Classification and Pay Division to assemble all pertinent information prepared as a result of the classification review, a copy of which will be given to the appellant and the immediate supervisor by the Classification Appeal Board.
15. Where the appellant requires clarification on any point contained in the classification file or wishes to comment on any aspect of the classification file, he/she must file with the Board within fourteen (14) days of receiving the file, a written statement including any supporting documentation which details his/her questions or comments.
16. A copy of the appellant's written statement and copies of supporting documentation will be sent by the Classification Appeal Board, within three (3) days of receipt, to the Classification and Pay Division who may respond or be requested to respond in writing within fourteen (14) days to the points or observations raised by the appellant. Such response shall be forwarded by the Classification Appeal Board to the appellant within three (3) days of receipt. This cumulative documentation shall then constitute the entire file to be considered by the Board.

17. Where the Board is satisfied that all relevant documentation is on file, it shall determine whether an appeal is warranted or if a decision can be rendered on the basis of the written documentation provided.
18. When the Board renders a decision on the basis of the written documentation, notification of such decision shall be forwarded to the appellant, his/her designate, Treasury Board and the employing agency.
19. If a hearing is warranted, the appellant, a permanent head or management designate and a representative of Classification and Pay Division may be requested to appear before the Board.
20. Appellants are to be given two opportunities to postpone appeal hearings after which appeals will then be withdrawn by the Board.
21. The hearing will be presided over by the Chairperson or Acting Chairperson of the Appeal Board who will retain control over the conduct of the hearing and who will rule on the relevancy of any questions or points raised by any of the parties of the hearing.
22. The Chairperson or Acting Chairperson may adjourn the hearing and order the appearance of any person or party who, at the Appeal Board's discretion, it deems necessary to appear to give information or to clarify any points raised during the hearing.
23. Following the conclusion of the hearing, the Board will deliberate on and consider all relevant evidence and supporting information. Within fifteen (15) working days of reaching a decision, the Board shall inform the appellant in writing over the signature of the Chairperson or the Acting Chairperson. Where applicable, copies of the decision will be forwarded to the appellant's representative, Treasury Board and the employee's department for appropriate action.
24. The powers of the Board are curtailed to classification changes within respective bargaining units while avoiding grade level changes, with the sole authority to make grade level changes for occupational groups to be vested in the Collective Bargaining process and any associated costs to be funded directly from the negotiated general salary increases for that bargaining year.
25. The Board is required to submit written reasons to the Classification and Pay Division for those decisions that result in classification changes.
26. The processing of any classification change shall be subject to Treasury Board's Personnel Administration Procedures.
27. The decision of the Appeal Board on an appeal is final and binding on the parties to the appeal. The majority opinion of the Board shall prevail and there shall be no minority report.

28. An appeal shall be regarded as closed:
- when a decision is rendered thereon by the Classification Appeal Board;
 - if the appellant requests in writing the withdrawal of the appeal;
 - in the event of the appellant's separation from the organization for any reason including resignation, removal, abandonment of position, incompetence, retirement, death and so on; or
 - if the appellant postpones a hearing in accordance with Section 20 of Part C.
29. It shall be the responsibility of the permanent head to notify the Chairperson, Classification Appeal Board of the effective date of an appellant's separation from the organization.

SCHEDULE G

SUMMARY OF GROUP INSURANCE BENEFITS FOR MEMBERS OF THE GOVERNMENT OF NEWFOUNDLAND PLAN

Recent changes to benefits package are in bold

The Employee Benefits Booklet contains a more detailed description of the benefits of the Plan. The following summary has been prepared to outline the basic content of the Plan only, as contractual provisions specified within the group insurance policies prevail.

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

DEPENDENT LIFE INSURANCE

In the event of the death of your spouse or dependent child from any cause whatsoever while you 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, or loss of speech or hearing.

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

Schedule of Benefits

100% of Principal Sum For Loss of:

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

75% of Principal Sum For Loss of:

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

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

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

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

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

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

- All Toes of One Foot
- Hearing in One Ear

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

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

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

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

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

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

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

WAIVER OF PREMIUM PROVISION

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

HEALTH INSURANCE BENEFITS FOR MEMBERS AND DEPENDENTS

Hospital Benefit

If you or any of your insured dependents are confined in a hospital on the recommendation of a physician, coverage is provided for **semi-private room** accommodation at 100%, to a daily maximum of \$40.00

Prescription Drug Benefit

The program will pay the ingredient cost of eligible drugs (including oral contraceptives and insulin), you are responsible to pay the co-pay, which will be the equivalent of the pharmacist's professional fee plus any applicable surcharge. The drug plan provides coverage for most drugs which require a prescription by law, however, but does not provide coverage for over-the-counter drugs, cough or cold preparations or nicotine products. Some drugs may require special

authorization, details of the special authorization process are outlined in the Employee Benefits Program Booklet.

Vision Care Benefit

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

- a) Charges for eye examinations performed by an Ophthalmologist or Optometrist where the Medicare plan does not cover such services, limited to one such expense in a calendar year for dependent children under age 18, and once in two calendar years for all other insured persons;
- b) Up to 80% of covered eligible expense of \$125 for eyeglass lenses and frames and 80% of a covered eligible expense of \$175 for bifocal lenses and frames limited to one expense in every three calendar years. Once in a calendar year for dependent children **under age 18 if a change in the strength of the prescription is required**. Please note that expenses for contact lenses will be reimbursed at the same level as for eyeglasses. Coverage is not provided for sunglasses, safety glasses, or repairs and maintenance.
- c) Up to 80% of the covered eligible expenses of \$250 in two calendar years for the purchase of contact lenses prescribed for severe corneal scarring, keratoconus or aphakia, provided vision can be improved to at least a **20/40** level by contact lenses, but cannot be improved to the level by spectacle lenses.
- d) one pair of eyeglasses when prescribed by an Ophthalmologist following surgery, to 80% of a lifetime covered eligible expense of \$200; and
- e) 50% of the cost of visual training or remedial therapy.

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

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

Extended Health Benefit

Reimbursement is provided for reasonable and customary charges for many types of services, such as a registered nurse, physiotherapist, wheelchair rental, braces, crutches, deep x-rays, ambulance service, chiropractors, to name a few. Pre-authorization is now required for the rental and/or purchase of all durable equipment and all Nursing Care/Home Care benefits. Effective April 1, 1997, insured employees/retirees and/or their dependents are required to obtain pre-approval for

these services by calling the insurance carrier. Certain dollar amounts or time period maximums apply. Reimbursement is provided at **80%** for the first **\$5000** per calendar year of eligible extended health and vision care claims per calendar year; for eligible expenses between **\$5000.01** and **\$10,000** per calendar year, **90%** of the eligible amount will be reimbursed per calendar year, and for any amount exceeding **\$10,000** per calendar year the program will reimburse at **100%** in any calendar year. Please consult your employee booklet for details.

Services not Covered Under the Supplementary Health Insurance Program

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

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

Group Travel Insurance

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

maximum of thirty (30) days per trip. Coverage commences from the actual date of departure. Additional coverage is available from Blue Cross of Atlantic Canada on an optional pay all basis.

OPTIONAL BENEFITS

Optional Group Life Insurance

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

Optional Accidental Death and Dismemberment Insurance

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

Optional Long Term Disability Insurance

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

Optional Dental Care Insurance

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

Optional Critical Conditions Insurance

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

GENERAL INFORMATION

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

Spouse

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

Dependent Children

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

Children of your spouse are considered dependents only if:

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

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

Eligibility

- all full-time, active employees, including part-time employees who work at least 50% of the regular work week, are required to participate in the group insurance program from the first day of employment. All retired employees who are receiving a pension from either the Public Service Pension Plan or the Uniformed Services Pension Plan may elect to continue coverage.
- all temporary employees, if hired for a period of more than three months, are covered under the program from the first day of employment. Employees who are hired for a period of less than three months, who have their contract extended to at least six months, are required to participate from the date of notification that the contract was extended.
- seasonal, recurring employees are covered under the plan during their term of active employment. During periods of lay-off, provided they do not work for another employer during such lay-off, an employee has the option to continue coverage. **However,**

coverage will not continue unless a “Continuation of Coverage” form is completed, signed and given to your Staff Clerk/Administrator prior to your leaving.

- employees who elect early retirement will continue to be insured under the program as if active employees. Group life and accidental death and dismemberment insurance benefits will be calculated on the annual superannuation benefits. Coverage will be reduced on the first of the month following the date of retirement or age **65**, whichever occurs first. For continuation of coverage to become effective, a Continuation of Coverage Form must be signed prior to the last day worked.
- upon attainment of age **65**, if you have been insured for a period of five years immediately prior to your **65th** birthday, you may be eligible for a reduced paid-up life insurance policy on the first of the month following attainment of age **65**, which will remain in force throughout your lifetime.

You may also be eligible to continue your supplementary health and group travel insurance plans on a **50/50** cost-shared basis.

In the event of your death, your surviving spouse, who on the date of your death was insured under the plan, may have the option of continuing in the group insurance program.

SCHEDULE H

EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program is a joint program of the Government of Newfoundland and Labrador and its Unions/Associations. The purpose of the Program is to provide distressed employees with an opportunity for help when unsatisfactory job performance has been identified. Such deteriorated work performance may be the result of physical, mental or emotional illness, family or marital distress, legal or financial difficulties, or from problems related to alcohol or other drugs.

The objective of the Employee Assistance Program is to retain employees in their positions by offering assistance before their condition renders them unemployable.

Nothing in this statement or policy is to be interpreted as constituting a waiver of management's right to take disciplinary measures, nor the union's right to grieve within the framework of the Collective Agreement.

BASIC PRINCIPLES

The Unions/Associations and the Employer recognize that most human problems can be treated, especially when identified early and when referral is made to an appropriate source of help.

For employees who participate in the Employee Assistance Program, sick leave may be granted for treatment and rehabilitation on the same basis as is granted for other health problems. Consideration could also be given for the use of annual leave or leave without pay.

Employees are assured that their job future and standing with the Employer will not be jeopardized by their participation in the Program.

The Employee Assistance Program encourages employees to seek help voluntarily for problems affecting their work performance. However, where unsatisfactory job performance persists, employees should normally be given a choice of accepting referral to the Employee Assistance Program or having to face more serious disciplinary measures for poor work performance.

The Program is based on the accepted theory that the work environment can be used effectively to motivate employees to obtain help for their personal problems.

An Employee Assistance Program Labour Management Committee is established to oversee the operation of this Program.

This Program applies to employees of departments and agencies included under Schedule A of the Public Service Commission Act, and is available to other Government corporations or agencies. The Program applies to all employees regardless of classification or level, including department or agency heads and their subordinates.

In the event that a group of employees are concerned that the help of the Employee Assistance Program should be offered to an immediate supervisor, established procedures should be followed to advise the next level of management of this concern.

PROGRAM RESPONSIBILITIES

1. **The Joint E.A.P. Committee**

This Committee is comprised of an equal number of representatives appointed by the Employer and the Unions/Associations. A quorum shall consist of at least one representative from either side. The positions of Chairperson and Secretary shall alternate yearly between an Employer representative and a Union/Association representative.

The Joint E.A.P. Committee is responsible to senior **officers** of the Employer and the Unions/Associations for the following:

- a) to oversee and ensure the effective operation of the policy and procedures of the Program as agreed upon by the Employer and the Unions/Associations.
- b) to interpret Employee Assistance Program policy, procedures, and practises in order to ensure full understanding of the Program.
- c) to ensure that steps are taken to enable employees and their families to become aware that the Employee Assistance Program is available to all employees.
- d) to ensure that adequate training is provided for supervisors and union representatives.
- e) to assist in the identification, selection, and appointment of external helping agencies.
- f) to have completed an annual report and evaluation of the Employee Assistance Program.

2. The E.A.P. Co-ordinator

The Co-ordinator of the Employee Assistance Program will be an employee of the Public Service Commission, This person has an overall staff responsibility for the operation of the program.

The specific responsibilities of the Co-ordinator are:

- a) to thoroughly understand and consistently apply the principles of the Employee Assistance Program.
- b) to interview all employees who request assistance through the Employee Assistance Program, and to provide them with full information regarding participation in the program.
- c) to provide direct help in assisting employees, to advise employees of other helping services available, and to arrange for referral for assessment or treatment.
- d) to monitor the progress of employees referred to the Program, and to maintain contact with each employee in his/her recovery.
- e) to provide general statistics to the Joint Committee on: status of the program, i.e., number of employees, number of referrals, success in resolving performance problems, etc.
- f) to maintain all confidential information in a separate E.A.P. file, ensuring that such contents are handled according to the procedures outlined on pages 10 and 11 of this document.

3. Managers/Supervisors

Their responsibilities are;

- a) to establish and communicate to their employees the level of work performance that will be considered satisfactory in their respective division.
- b) to observe and document all instances of unsatisfactory job performance.
- c) to interview employees in private concerning poor work performance, not attempting to diagnose any personal problems of the employee, but using the opportunity to introduce the Employee Assistance Program.

- e) to initiate when necessary the referral procedures as outlined in this policy statement.
- f) to ensure follow-up action on Employee Assistance Program participants by providing support and encouragement to employees in their return to satisfactory performance, and by submitting regular performance reports to the E.A.P. Co-ordinator.

4. Director of Administration (or Departmental Officer Responsible for Personnel

- a) to understand and to distribute up-to-date information about the Employee Assistance Program to all employees in their department or agency.
- b) to assist supervisory staff in monitoring job performance through relevant criteria, i.e., lateness, absenteeism, errors, accidents, etc.
- c) to ensure that adequate documentation exists to warrant a first corrective interview with an employee.
- d) to ensure that all managers/supervisors and other appropriate personnel are aware that the Employee Assistance Program must be applied with fairness and consistency in the various divisions of the department/agency.

5. Union Representative

The Union Representative will play a supportive role in the referral to the Employee Assistance Program of bargaining unit members who may have a personal problem affecting their job or standing with the employer.

The responsibilities of the Union Representative are:

- a) to fully understand the statements of policy and referral procedures.
- b) to ensure that the employee's rights under the Collective Agreement and under the Employee Assistance Program are clearly explained.
- c) upon the request of a distressed employee, to become involved in any interview so that both the Union/Association and the Employer can encourage the employee to accept help through the Employee Assistance Program.
- d) to provide support to the employee during rehabilitation.

6. The Employee

The responsibilities of the individual employee who is a participant in the Employee Assistance Program are:

- a) to co-operate in the assessment and recovery process in order to bring his/her job performance up to a satisfactory level.
- b) to maintain a satisfactory level of work performance subsequent to reasonable rehabilitation efforts.

E.A.P. REFERRAL PROCEDURES

There exists many possible ways for an employee to use the Employee Assistance Program. Recognizing he/she has a problem, the employee can seek assistance on a voluntary basis by contacting the Co-ordinator of the Program. Such self-referrals guarantee complete confidentiality. However, when a self-initiated referral requires extended outside treatment, it is the employee's responsibility to notify the supervisor (or other personnel as required) to request leave or other arrangements.

FIRST CORRECTIVE INTERVIEW

When an employee's work performance becomes unsatisfactory, the supervisor's first response should be to provide the employee with feedback on performance and to clarify what is expected of him/her. Unsatisfactory job performance may include such things as tardiness, absenteeism, disruptive behaviour, productivity below satisfactory levels of quality and quantity, etc. Where unsatisfactory performance is identified, a check must be made to ascertain if it results from causes such as a lack of knowledge or skill, a misunderstanding, system or equipment problems, or other factors at the workplace.

Should this check reveal that the poor work performance is not caused by such job related factors, then a corrective interview is warranted. At this interview, the pertinent facts related to the employee's performance record should be examined carefully, and should remain the basis for the interview. The quality, the quantity, and/or the manner of performance should be described to the employee in specific terms. This interview should be conducted under circumstances conducive to an objective discussion, ensuring privacy and avoiding interruptions. The interview serves to establish that the supervisor is aware of the deteriorating job performance, that work improvement is necessary, and that the employee is expected to resolve any problems causing poor work performance.

When it appears that the performance problems may result from factors external to the job, information should be given concerning available help through the Employee Assistance Program.

This first corrective interview shall be conducted by the supervisor, and if requested by the employee, the Union Representative shall be present. The interview will conclude with the scheduling of a second interview to be held in two months to review the progress of the employee, unless a serious incident occurs requiring earlier action. The employee is assured that his/her work performance will continue to be monitored.

At this stage, participation in the Employee Assistance Program is the employee's choice on a voluntary basis.

SECOND INTERVIEW

It is essential that this follow-up be held with the employee. If the employee's work performance has improved to a satisfactory level, this interview serves to acknowledge the improvement and to encourage the employee to continue the good work.

If the unsatisfactory job performance persists, the supervisor shall consult with the Director of Administration or his/her designate to review the employee's performance before making a formal referral to the Employee Assistance Program. If the Union Representative was involved initially, that person shall also be consulted. In conducting this second interview with the employee, it is explained that:

- a) the consequences of continuing the present unsatisfactory work pattern may lead to disciplinary action up to and including dismissal.
- b) the Employee Assistance Program is in place and how it operates.
- c) the employee is given a choice between accepting referral to the Employee Assistance Program or not. If the employee accepts help through the Employee Assistance Program, disciplinary action for poor work performance should normally be deferred. However, circumstances may be so serious that disciplinary action may need to be imposed at any time.
- d) the employee is expected to keep the appointment, to co-operate with the Program, and to participate in the prescribed recovery plan.
- e) if the employee chooses not to accept referral to the Employee Assistance Program, a statement that help was offered through the Employee Assistance Program will be placed in the employee's personal file.
- f) all documentation concerning the formal referral to the Employee Assistance Program will be kept in a sealed envelope and marked "To be opened only by the Department Head or designate, and the employee".

CONFIDENTIALITY

It is of utmost importance that confidentiality be maintained throughout every level of the Employee Assistance Program.

Employee Assistance Program files shall be handled with the greatest degree of confidentiality. Names shall not be used on these files nor on the working notes contained in them. Some other means of identification such as codes/numbers/letters will be used.

Employee Assistance Program files and working notes shall be destroyed after the last contact with the E.A.P. service or upon the employee's separation from the employer.

Persons performing a function within the Employee Assistance Program, (e.g., medical people, administrators, co-ordinators, counsellors, and support staff) are prohibited from disclosing any kind of information unless the written consent of the individual employee is obtained.

In the case of a formal referral, a form letter is outlined in Appendix 1 will be sent to the supervisor to verify the employee's participation in the Program. When an employee is referred by the E.A.P. Co-ordinator to an appointed external helping agency, a minimal amount of information should be given but sufficient to enable that agency to properly assist the employee.

The confidential file of the Employee Assistance Program shall be available for inspection by the employee at any reasonable time.

No other organization, agency, or person either inside or outside the Public Service will have access, in any way, to files of the Employee Assistance Program for purposes such as long-term studies, research, statistics, etc. Research using the E.A.P. data in the form of codes or symbols is also prohibited by this provision.

FOLLOW-UP

It must be recognized that a serious personal problem needs time to be resolved and that support and encouragement on the job serve to help the recovery process. Therefore, any corrective plan of action must be followed through with the employee.

Following completion of the prescribed period of recovery as outlined by the appointed helping agency **and/or** the E.A.P. Co-ordinator, an interview must be arranged whereby the Director of Administration and the supervisor meet with the employee to review the latter's work performance during that time. If initially consulted, the Union Representative shall also be consulted at this time.

The success of an employee's participation in the Employee Assistance Program will be measured only in terms of job performance. Once the work performance of the employee has

reached the established satisfactory level, the individual is encouraged to maintain that level of satisfactory performance and is formed that his/her participation in the Employee Assistance Program is now completed. If the employee's performance has not reached the established satisfactory level, disciplinary action may follow.

CONCLUSION

It is clear that the key to the success of an Employee Assistance Program rests with a firm commitment on the part of the Employer and the Unions/Associations in providing distressed employees with a genuine offer of help. This commitment can be realized only through the actions of the Employer's managers at all levels, and the Unions/Associations representatives for the workplace. Likewise, the distressed employee's willingness to participate in the Program is essential.

Employee Assistance Programs are now widely accepted as beneficial to the employee and the Employer. The distressed worker is offered and encouraged to accept help for problems that seriously affect his/her work, well-being, and family. The Employer benefits by retaining its employees in the work force so that their skills and knowledge are not lost.

Finally, the early use of Employee Assistance Program policies and procedures can contribute significantly to the prevention of serious behavioural health problems among employees.

SCHEDULE I

THE PUBLIC SERVICE

FOR THE PURPOSE OF THE GENERAL SERVICE AGREEMENT

The Department of the Auditor General
The Department of Development & Rural Renewal
The Department of Education
The Department of Environment & Labour
The Department of Finance
The Department of Fisheries and Aquaculture
The Department of Forest Resources and Agrifoods
The Department of Government Services & Lands
The Department of Health
The Department of Human Resources & Employment
The Department of Industry, Trade and Technology
The Department of Justice
The Department of Mines and Energy
The Department of Municipal and Provincial Affairs
The Newfoundland Public Service Commission
The Department of Tourism, Culture and Recreation
The Department of Works, Services and Transportation
The Executive Council Office
The Newfoundland Medical Care Commission
The C.A. Pippy Park Commission
The Municipal Assessment Agency Inc.

SCHEDULE J

LABRADOR BENEFITS AGREEMENT

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

		<u>Single</u>	<u>Dependent</u>
Happy Valley/ Goose Bay	April 1/89	1588	3175 (IBEW)
North West River	April 1/90	1588	3175
Sheshatshit			
• Wabush			
Labrador City			
Churchill Falls			

Group 2

Mud Lake			
Cartwright			
Rigolet			
L'Anse-au-Loup	<u>Single</u>	<u>Dependents</u>	
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			
• Port Hope Simpson			
St. Lewis			
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).

<u>Effective Date</u>	<u>Employees</u>	<u>Dependents</u>
-----------------------	------------------	-------------------

19890401	\$ 275	\$275 (IBEW)
1990 04 01	275	275

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 $\frac{2}{3}$ 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 1st to March 31st.

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.

SCHEDULE K

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 a bargaining unit(s), such bargaining unit(s) 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 Committees (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 selection of the Job Evaluation System.
- 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 Newfoundland 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 College;
- NAPE Air Services;
- NAPE Marine Services;
- CUPE Government House;
- CUPE Public Libraries Board.

who work for:

- Government Departments;
- Fishing Industry Advisory Board;
- Newfoundland Medical Care Commission;
- Newfoundland Liquor Licensing Board;
- Newfoundland Farm Products Corporation;
- CA. Pippy Park Commission;
- Eastern College of Applied Arts, Technology and Continuing Education;
- Central College of Applied Arts, Technology and Continuing Education;
- Westviking College of Applied Arts, Technology and Continuing Education;
- Labrador College of Applied Arts, Technology and Continuing Education;
- Cabot College of Applied Arts, Technology & Continuing Education;
- Government House; or
- Newfoundland Public Libraries Board.

- 4.6 The first pay equity wage adjustments shall be effective the date that pay equity wage adjustments for each grouping are agreed upon.

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 pay equity 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 by applying adjustments equal to two percent (**2%**) of salary rate except where the final adjustment is achieved by less than two percent (2%), for all affected classifications in the fifth and ensuing years, until the final adjustment is achieved.

- 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 time frames 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 pay equity 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 as a 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 Chairperson 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 Chairperson 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

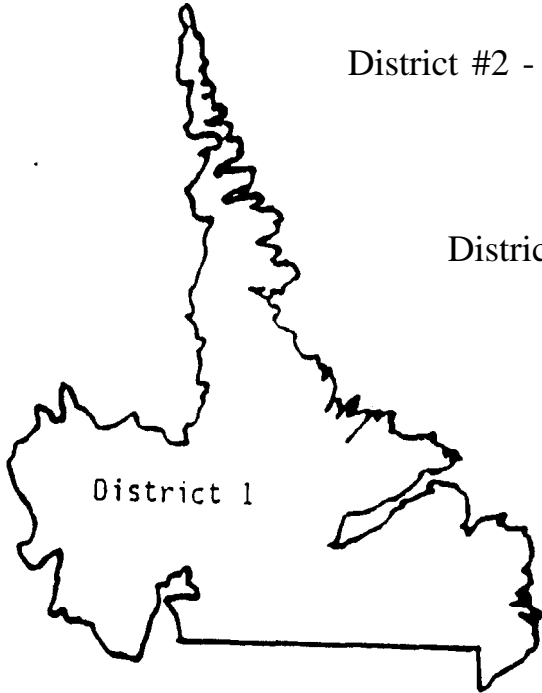
- 7.1 Any changes deemed necessary in this Agreement, at any time during the existence of this Agreement, may be made by unanimous agreement of the Steering Committee.

8. PENSIONS

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

SCHEDULE L

District #1 - All of the Labrador portion of the Province.

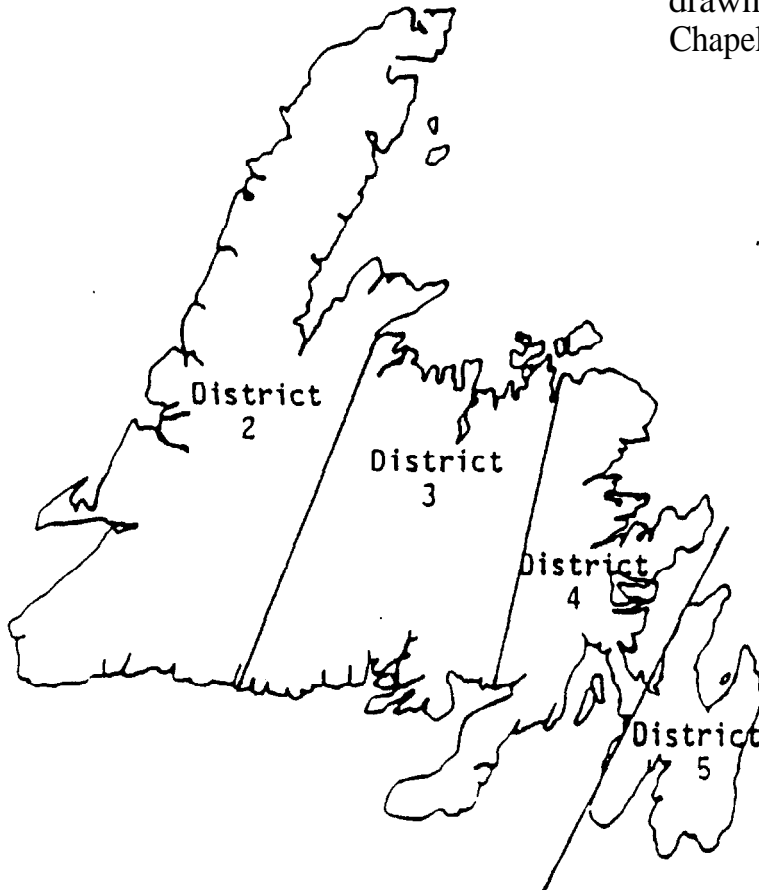


District #2 - West Coast/Northern Peninsula - From line drawn King's Point, Green's Bay - Burgeo, to include all remaining Island portion.

District #3 - Central West - From line drawn Gander Bay Road west to line drawn King's Point, Green Bay to Burgeo (including Twillingate Island).

District #4 - Central East - From line Long Harbour, Chapel Arm west to line drawn Gander Bay Road to English Harbour East (including Fogo Island).

District #5 - Avalon Peninsula west to line drawn between Long Harbour, Chapel Arm.



SCHEDULE M

NUMBER OF WEEKS OF PAY IN LIEU OF NOTICE

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

SCHEDULE N
AGREEMENTS (NAPE)

Air Services
Central Laundry
College of the North Atlantic Faculty
College of the North Atlantic Support Staff
General Service
Group Homes
Hospital Support Staff
Lab & X-Ray
Maintenance and Operational Services
Marine Service Workers
Newfoundland Liquor Corporation
Waterford Hospital Support
Workers' Compensation Commission
Ushers

AGREEMENTS (CUPE)

Government House
Group Homes
Hospital Support Staff
Libra House, Goose Bay
Newfoundland and Labrador Housing Corporation
Provincial Information and Library Resources Board
Transition House, Corner Brook

SCHEDULE 0

TWELVE HOUR SHIFT

Article 5 Definitions

- 5.01 (n) "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 in excess of one hundred and forty (140) hours.
- 5.01 (p) "Overtime" means work performed by an employee in excess of his/her scheduled work day.
- 5.01 (y) "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 forty (140) working hours in the aggregate in any year unless otherwise specified in this Agreement.

Article 12 Grievance Procedure

- 12.01 Subject to Clause 12.03 and 12.07, grievances shall be processed in the following manner:

Step 1:

With the exception of dismissal due to unsuitability or incompetence, as assessed by the Employer, of a probationary employee or a part-time or temporary employee with less than nine hundred and ten (910) hours of service and subject to Clauses 12.03 and 12.07, an employee who alleges that he/she has a grievance, shall first present the matter to his/her immediate supervisor through his/her Shop Steward within seven (7) calendar days of the occurrence or discovery of the incident giving rise to the alleged grievance and an earnest effort shall be made to settle the grievance at this level.

In cases where an employee's immediate supervisor is his/her permanent head, the grievance may be submitted immediately at Step 3.

Step 2:

If the employee fails to receive a satisfactory answer within seven (7) calendar days of presenting the matter under Step 1, he/she may, within seven (7) calendar days present a grievance in writing to the second managerial level designated by the permanent head who will give the griever a dated receipt. In instances where there is no second level of

management other than the permanent head the employee may submit his/her grievance at Step 3 within the prescribed time limits.

Step 3:

If the employee fails to receive a satisfactory answer to his/her grievance within seven (7) days after the filing of the grievance at Step 2, he/she may, within a further seven (7) days submit his/her grievance in writing to the permanent head who, for the purpose of investigating the grievance, shall form a committee consisting of four (4) persons, comprising an equal number of Employer and Union representatives. The Union shall appoint its two (2) representatives to the committee and advise the Employer. The Employer shall appoint two (2) representatives and notify the Union within fourteen (14) calendar days of the names of the Employer representatives on the Committee. One of the Employer's representatives shall chair the meeting(s). The committee shall be entitled to interview such persons as it deems necessary for the investigation of the grievance and shall give its decision in writing to the grievor within fourteen (14) calendar days of receipt of the grievance. The committee's report shall consist of the joint decision of the committee where the committee members agree to a solution. If the matter is not mutually resolved by the committee, then the Employer's representatives will send their position, along with a brief summary of the committee's deliberations, to the grievor, with a copy being sent to the Union.

Article 14 Hours of Work

- 14.01 (a) The hours of work shall be 1820 per annum exclusive of meal breaks and the scheduled workday shall be a maximum of eleven (11) hours.

- 14.03 Each employee shall receive three rest periods of fifteen (15) consecutive minutes each at a time to be scheduled by the permanent head.

- 14.06 A shift schedule shall be posted at least seven (7) calendar days in advance of the commencement of the shift schedule.

- 14.07 Every reasonable effort shall be made by the permanent head:
 - (a) not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift.

- 14.08 An employee shall be given not less than two (2) calendar days notice of a change in shift schedules. Where such notice is not given and the employee is required to work on his/her scheduled day of rest, he/she shall be paid two (2) times the straight time rates for all hours worked in addition to time off at a later date for the day of rest displaced.

Article 16 Standby

- 16.02 (a) An employee required to perform standby duty shall be compensated at the rate of \$1 .00 per hour.
- 16.02 (b) An employee required to perform standby duty on a statutory holiday shall be compensated at the rate of \$1.34 per hour.

Article 18 Holidays

- 18.05 In the case of this schedule, the provisions of Clause 18.02 and 18.03 will only apply for seven (7) hours of the holiday.

Article 19 Time off for Union Business

- 19.01 Upon written request by the Union to the permanent head and with the approval in writing of the permanent head, leave with pay shall be awarded to an employee as follows:
- 19.01 (a) In the case of an employee who is a member of the Provincial Board of Directors of the Union or an elected delegate of a recognized local of the Union and who is required to attend the Biennial Convention of the Union, the Newfoundland and Labrador Federation of Labour Convention and Component Convention within the Province, leave with pay not exceeding twenty one (21) hours in any year for each of the above Conventions except that where a Component Convention and the Biennial Convention are held in the same year, leave with pay not exceeding fourteen (14) hours may be awarded for the purpose of attending the Component Convention.
- 19.01 (b) In the case of an employee who is a member of the Provincial Board of Directors of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding twenty one (21) hours in any year.
- 19.01 (c) In the case of an employee who is a member of the Provincial Executive of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding twenty one (21) hours in any year.
- 19.01 (d) In the case of an employee who is a member of the Provincial Board of Directors of the Union or a delegated representative and who may wish to attend meetings of the Canadian Labour Congress or National Union of Provincial Government Employees, leave with pay not exceeding thirty five (35) hours in any one year. The permanent head may grant additional leave without pay for this purpose.

Article 20 Bereavement Leave

- 20.01 Subject to Clause 20.02, an employee shall be entitled to bereavement leave with pay as follows:
- 20.01 (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, common-law spouse, children of common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, or near relative living in the same household, twenty one (21) consecutive working hours; and
- 20.01 (b) In the case of his/her son-in-law, daughter-in-law, brother-in-law, sister-in-law, seven consecutive working hours.
- 20.02 (a) If the death of a relative referred to in Clause 20.01(a) occurs outside the island portion of the Province, the employee may be granted seven (7) additional hours leave with pay for the purpose of attending the funeral.
- 20.02 (b) If the death of a relative referred to in Clause 20.01 (a) occurs outside Labrador and the employee resides in Labrador, the employee may be granted seven (7) additional hours leave with pay for the purpose of attending the funeral.
- 20.03 In cases where extraordinary circumstances prevail, the permanent head may, at his/her discretion, grant special leave for bereavement up to a maximum of fourteen consecutive working hours in addition to that provided in Clauses 20.01 and 20.02.

Article 21 Annual Leave

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

Years of Service	Number of Hours
Up to ten (10) years	105
From ten (10) to twenty five (25) years	140
In excess of twenty five (25) years	175

- 21.01 (b) The following provisions respecting annual leave shall apply:
- i. An employee may be permitted to avail of annual leave earned during the first four hundred and twenty hours (420) of seniority on a pro rata basis.

- ii. When an employee has had not less than four hundred and twenty hours (420) hours of service, he/she may anticipate annual leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period.

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

21.05 (b) 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 maximum of:

- i. One hundred and forty (140) hours annual leave, if he/she is eligible for one hundred and five (105) hours or one hundred and forty (140) hours in any year;
- ii. One hundred and seventy five (175) hours annual leave, if he/she is eligible for one hundred and seventy five (175) hours in any year.

Each of the above accumulations is in addition to his/her current annual leave and annual leave accruing to him/her pursuant to sub-clause (a) hereof.

However, consideration will be given to allowing employees to carry forward more than the aforementioned maximum where such employees were prevented from taking annual leave as a result of being on extended sick leave or Workers' Compensation benefits.

21.08 Sick leave awarded in accordance with Clause 22.05 or periods of special leave without pay in excess of one hundred and forty (140) hours in the aggregate in any year shall not be reckoned for annual leave purposes and the employee's period of service shall be noted accordingly.

Article 22 Sick Leave

22.01 (a) An employee is eligible to accumulate sick leave with full pay at the rate of fourteen (14) hours for each month of service.

22.01 (b) The maximum number of days sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed thirty three hundred and sixty (3360) working hours.

22.02 For the purpose of Clause 22.0 1, an employee who receives full salary or wages in respect to fifty percent (50%) or, more of the working hours in the first or last calendar month of his/her service shall, in each case, be deemed to have had a month of service.

22.04 The permanent head may require an employee to submit a medical certificate during any period than an employee is on sick leave. In any event, sick leave in excess of twenty one (21) consecutive working hours at any time or forty two (42) working hours in the aggregate in any year shall not be awarded to an employee unless he/she has submitted in respect thereof a medical certificate satisfactory to the permanent head.

22.06 Periods of special leave without pay in excess of one hundred and forty (140) working hours in the aggregate in any year or periods when an employee is under suspension, shall not be reckoned for sick leave purposes.

Article 27 Special Leave without Pay

27.02 Periods of special leave without pay in excess of one hundred and forty hours in the aggregate in any year shall not be reckoned for annual and sick leave purposes and the employee's record of service shall be noted accordingly.

Article 29 Family Responsibility Leave

29.01 (a) Subject to Clause 29.01(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 and the employee's mother and father;
- ii. Attend to the needs relating to the birth of an employee's child;
- iii. Accompany a dependent family member living in the same household on a dental or medical appointment;
- iv. Attend meeting with school authorities;
- v. Attend to the needs relating to the adoption of a child; and
- vi. Attend to the needs related to home or family emergencies.

Shall be awarded up to twenty one (21) working hours' paid family leave in any fiscal year.

Article 32 Temporary Assignment

32.01 (a) Subject to Clause 32.01(b), where an employee is required, in writing, by the permanent head to perform duties and responsibilities in a position which is classified as being higher than the employee's own classification, he/she shall be reimbursed for the entire period of the temporary assignment provided he/she has occupied the higher position for a period of at least fourteen (14) consecutive working hours at a rate in the higher classification which will yield an increase of not less than five percent (5%) provided that the rate does not exceed the maximum of the salary scale.

32.01 (b) Where, in any week, because of a statutory holiday or other holidays agreed to by the Employer the number of days is less than the fourteen continuous working hours referred to in Clause 32.01(a), the prerequisite for reimbursement in Clause 32.01(a) shall be reduced by the number of the aforementioned holidays in that week.

Article 34 Seniority

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

34.02 (e) He/she is absent from work for thirty five (35) consecutive working hours without notifying his/her permanent head giving a satisfactory reason for such absence.

34.04 Subject to Clause 19.03 and 19.04, Time Off for Union Business; 25.03(a), Maternity Leave/Adoption/Parental Leave; 26.03 Education Leave; 27.03 Special Leave Without Pay; and 28.01, Leave-General, an employee may not accrue seniority when on leave of absence without pay or under suspensions for periods in excess of two hundred and ten (210) consecutive working hours.

Article 35 Layoff, Bumping and Recall

35.06 (v) Bumping Period

An employee who chooses to bump another employee within his/her department in accordance with this procedure, must exercise that right either before the date he/she would otherwise be laid off (excluding cases where payment in lieu of notice is given, in which case the prescribed period will apply) or within 14 calendar days of the occurrence of a recall within his/her headquarters area.

Article 36 Personal Loss

36.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within seven (7) calendar days of the incident to the permanent head or

his/her designate. Employees on travel status shall have up to seven (7) calendar days in which to report the personal loss.

Article 37 Layoff/Termination From Employment

37.06 Subject to 21.05(b), 21.12 and 35.07, upon termination or layoff, an employee shall receive pay for all his/her earned current and accrued leave not taken by him/her prior to termination or layoff plus pay for his/her accumulated annual leave up to a maximum of one hundred and forty (140) hours, or if entitled under Clause 21.05(b), to a maximum of one hundred and seventy five (175) hours not taken prior to termination or layoff provided, however, that any indebtedness to the Employer may be deducted from such payment.

Article 42 Discipline

42.01 Any employee who is suspended or dismissed shall within seven (7) calendar days of such suspension or dismissal, be provided with written notification which shall state the reasons for the suspension or dismissal.

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

Article 43 Access and Shop Stewards

43.06 With the prior written approval of the permanent head, special leave with pay not exceeding seven (7) working hours in each year, shall be awarded to Shop Stewards for the purpose of attending educational seminars. The Employer is agreeable to such leave being taken in one (1) hour blocks.

Article 51 Special Leave With Pay

51.01 Compassionate Leave

Subject to the approval of the permanent head, special leave with pay not exceeding twenty one (21) hours may be granted in special circumstances for reasons other than those referred to in Article 20.

MEMORANDUM OF UNDERSTANDING

APPLICATION OF MASTER AGREEMENT LANGUAGE

Items contained in the Master Agreement signed on 1994 07 25 which are relevant to the General Services bargaining unit have been reflected in the text of this collective agreement where it is appropriate to do so. The list below includes Master Agreement items not included in the text of this agreement with the full text of each item being printed for the convenience of the reader:

#16 Labour Force Adjustment and Productivity Council

There shall be one council for each union with subcommittees for each Employer and/or department of Government (to be determined by mutual consent of the parties) with equal employee/employer representatives. Labour Force Adjustment and Productivity Council will be established, recognizing that union participation will not be interpreted as union agreement to the layoff of employees or similar matters.

Fifty percent of any savings realized as a result of the implementation of recommendations put forward by the Council will be used to pay for salary increases or other improvements in employee benefits.

The Labour Force Adjustment and Productivity Council to conduct a review of part-time and temporary employment practices to determine whether it is feasible to convert certain part-time and temporary positions to permanent status without increasing cost or creating operational difficulties.

#28 Pension Credit and Group Insurance

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

MEMORANDUM OF UNDERSTANDING

Bridging Provision

- (1) Government agrees to introduce legislation in order to establish a bridging provision between the Public Service Collective Bargaining Act and the Labour Relations Act.

Successor Rights

- (2) Subject to (3) below; With respect to the sale, lease, transfer or otherwise disposal of a business or the operations of a business, or a part of either of them, covered by this Agreement which may occur during the term of this Agreement, but before the passage of legislation referred in (1) above, successor rights will apply on the same basis as if the sale, lease, transfer or otherwise disposal was subject to the successor rights provisions of the Labour Relations Act.
- (3) Successor rights will not apply in the event that an Employer contracts-out work in accordance with the provisions of the Collective Agreement.

MEMORANDUM OF UNDERSTANDING

Re: Video Display Terminal System

The Employer agrees to cooperate fully with any review of existing Video Display Terminals undertaken by the Occupational Health and Safety Division.

Re: Patrol Duties

The meal allowance for employees employed in patrol duties will be in accordance with the rates applicable to Travel on Employer's Business.

Re: Departmental Mailing Lists

This will confirm the understanding reached during the General Service Agreement negotiations with respect to employment address of bargaining unit employees.

It is agreed that, where possible, departments will make available, departmental mailing lists showing the work location of bargaining unit employees. Such lists will be updated on an annual basis if required.

Re: Printing Costs

The Employer will pay 50% of the cost of printing the General Service Agreement.

Re: Employees formerly on Management Pay Plan

The policy regarding individuals who were classified on the Management Pay Plan and who subsequently became part of the General Service bargaining unit, is as follows:

Firstly, these employees will maintain their former pay level on a personal basis and as well be eligible for overtime compensation and step progression in accordance with the collective agreement.

- This policy will apply to an individual as long as he/she remains in the same position or another position of the same classification within the same department that was also converted from management to bargaining unit status.

Re: Annual Leave - Park Employees

This will confirm our understanding reached during the General Service Agreement negotiations with respect to annual leave for park employees.

It is agreed that park employees shall be granted annual leave of not less than two (2) weeks during the month of August provided that the maximum number of park employees who may be awarded annual leave during this period in any fiscal year shall not exceed one-third (1/3) of the park employees staff complement. It is also agreed that an individual park employee may not receive this annual leave during any two (2) consecutive years.

Re: Service During Strike

This will confirm the Employer's understanding that the strike in 1986 will not constitute a break in service for the purpose of seniority accumulation. Accordingly, employees will retain seniority accrued prior to the strike but will not accumulate further seniority during the period while on strike. Benefits related to length of service (i.e. sick leave, annual leave, severance pay, etc.) will not be earned during the period while on strike.

MEMORANDUM OF UNDERSTANDING

Re: Establishment of Municipal Assessment Agency Inc.

Effective April 1, 1997 the Municipal Assessment Agency Inc. was established to perform real property assessments. The parties agree to the following:

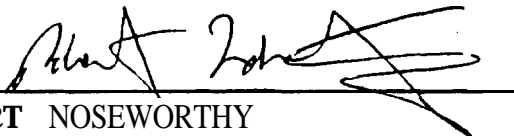
1. The Agency recognizes NAPE as bargaining agent for the employee concerned and the NAPE General Service Collective Agreement. All current rights of employees under that agreement will continue, including but not limited to, seniority and cross department bumping. Amendments to Schedules E and I will be required to add the new Agency, as well Schedule A needs to reflect recent classification changes. The definition of "permanent head" will have to aid the Agency's Executive Director. The Agency will be considered a separate department for bumping purposes. Cross department bumping to be effective 1997 10 07.
2. The Agency is scheduled to the Public Service Commission Act, which enables employees to be eligible for internal job postings and the Re-employment Priority Program of the Commission.
3. The parties agree to the exclusion of the position of Human Resources Officer from the bargaining unit.
4. In the event that the structure of the Agency changes such that the Chairperson of the Board of Directors is not the Deputy Minister of Municipal and Provincial Affairs and/or that the Board does not report to the Minister of the Department, either party may give 30 days notice of their intention to terminate the terms of this Memorandum of Understanding with respect to cross department bumping and being scheduled to the Public Service Commission Act for internal job postings and the Re-Employment Priority Program.



ROBERT SMART
Assistant Secretary
Treasury Board



AUSTIN DEIR
Secretary/Treasurer
NAPE



ROBERT NOSEWORTHY
Chairperson of the Board of Directors
Municipal Assessment Agency Inc.

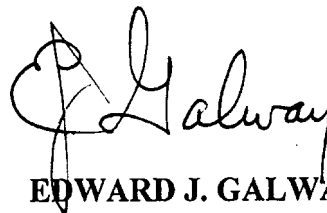
Mr. Allan Carter
President
Newfoundland Association of
Public Employees
P.O. Box 8100
330 Portugal Cove Road
St. John's NF
A1B 3M9

Dear Mr. Carter:

RE: Communications Technicians - RNC - Clause 15.10

This will confirm that the Employer and Union agree that Communications Technicians (GS-24) employed with the Communication Centre of the Royal Newfoundland Constabulary will have access to Article 17 (Callback) when they are subpoenaed to attend court or are required by the Employer to attend court on their scheduled days off.

Yours truly,

A handwritten signature in black ink, appearing to read 'E. Galway', written in a cursive style.

EDWARD J. GALWAY
Staff Relations Specialist
Treasury Board Secretariat

/cn

Mr. Allan Carter
President
Newfoundland Association of
Public Employees
P.O. Box 8100
330 Portugal Cove Road
St. John's, NF
A1B 3M9

Dear Mr. Carter:

Re: Travel on Employer's Business - Article 39

Both parties agree to establish a joint committee to review concerns associated with the application and implementation of Article 39. The committee will function under the auspices of Ms. Marilyn Field. The Union accepts primary responsibility to identify specific areas of concern with an assigned priority rating. The committee is to be restricted to eight (8) members and will commence its activities within two (2) months of the signing of the General Services Collective Agreement. Recommendations of the committee are to be referred to the Executive of NAPE and Treasury Board for consideration and resolution.

Yours truly,



EDWARD J. GALWAY
Staff Relations Specialist
Treasury Board Secretariat

/cn


Mr. Allan Carter
President
Newfoundland Association of
Public Employees
P.O. Box 8100
330 Portugal Cove Road
St. John's, NF
A1B 3M9

Dear Mr. Carter:

Re: Protective Clothing and Uniforms - Article 40

Both parties agree to establish a joint committee to review the protective clothing and uniform requirements of General Service employees in accordance with Article 40. The review will be conducted on a classification and departmental basis and will involve representatives from each classification and department involved and will function under the auspices of the undersigned. The committee is to be restricted to eight (8) members and will start its review within two (2) months of the signing of the General Services Collective Agreement. Recommendations of the committee are to be referred to the Executive of NAPE and Treasury Board for consideration and resolution.

Yours truly,


EDWARD J. GALWAY
Staff Relations Specialist
Treasury Board Secretariat

/cn

Mr. Allan Carter
President
Newfoundland Association of
Public Employees
P.O. Box 8100
330 Portugal Cove Road
St. John's, NF
A1B 3M9

Dear Mr. Carter:

RE: Hours of Work - Article 14

Both parties agree to refer the Employer's concerns relating to Article 14 - Hours of Work to an interest based committee. This process allows the Employer the opportunity to discuss in detail its concerns in this area with the understanding that the Union is under no obligation to alter the existing language.

Yours truly,

A handwritten signature in black ink, appearing to read "E. Galway". The signature is fluid and cursive, with a large initial "E" and "G".

EDWARD J. GALWAY
Staff Relations Specialist
Treasury Board Secretariat

/cn