

COLLECTIVE AGREEMENT

between

Her Majesty the Queen in Right of Newfoundland and

The Newfoundland Labrador Liquor Corporation

and

The Newfoundland and Labrador Association of Public and Private
Employees

Date of Signing: November 18, 2013

Expires: March 31, 2016

THIS AGREEMENT made this 18 day of November Anno Domini, Two Thousand and Thirteen.

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

THE NEWFOUNDLAND LABRADOR LIQUOR CORPORATION, a body corporate created by the Newfoundland Labrador Liquor Corporation Act, 1973;

of the one part;

AND

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

of the other part.

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

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ARTICLE 1
PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02 (a) In the event that any future legislation renders null and void any provision of the Agreement, the remaining provisions shall remain in effect during the term of the Agreement.
- (b) Notwithstanding the no strike and no lockout provisions of the agreement, notice to reopen negotiations may be issued by either party in the event that the Provincial Government passes legislation to amend any provision of this agreement. Failing agreement, the parties may exercise the right to strike or lockout. Negotiations are to be conducted in accordance with Public Service (Collective Bargaining) Act.
- 1.03 For the purpose of this Agreement, the masculine shall be deemed to include the feminine, and the plural indicates the singular and vice versa as the context may require.

ARTICLE 2
DEFINITIONS

- 2.01 For the purpose of the Agreement:
- (a) "Association" means the Newfoundland and Labrador Association of Public and Private Employees.
 - (b) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 3.
 - (c) "Classification" means the identification of a position by reference to a class title and pay range number.
 - (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" means a person employed by the Newfoundland Labrador Liquor Corporation who is in the bargaining unit, covered by this collective agreement and who is either completing his/her probationary period or is employed in one of the following categories:
 - i) "Permanent Employee" means a person who has completed his/her probationary period and is employed on a full time basis to hold office without any reference to any specified date of termination of service.
 - ii) "Part-time employee" means a person who has completed his/her probationary period and 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 work week of the Corporation.
 - iii) "Temporary Employee" means a person who has completed his/her probationary period and who is employed for a specified period or for the purpose of performing certain specified work and who may be laid off at the end of such period or upon the completion of such work.
- (h) "Employer" means the Newfoundland Labrador Liquor Corporation.
- (i) "Grievance" means a dispute arising out of the interpretation, application, administration, or alleged violation of the terms of this Agreement.
- (j) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a calendar day designated as a holiday in this Agreement.
- (k) "Lay-off" means a temporary cessation of employment due to lack of work or abolition of a post.
- (l) "Leave of Absence" means absence from duty with the permission of the employer.
- (m) "Month of Service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.
- (n) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (o) "Permanent Head" means the President of the Newfoundland Labrador Liquor Corporation or his/her designated representative.

- (p) "Probationary Period" means the working period starting on the date of commencement into employment with the Employer, and shall be for the duration of five hundred and ninety-five (595) hours worked (including non-bargaining unit hours as a temporary employee).

The Union and the Employer may mutually agree to the extension of the probationary period.

- (q) "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.
- (r) "Reclassification" means any change in the current classification of an existing position.
- (s) "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 in excess of twenty (20) working days in the aggregate in any working year.
- (t) "Transfer" means the movement of an employee from one position to another which does not result in promotion or demotion.
- (u) "Year" means the period extending from the first day of April to the last day of March falling in the ensuing 12 months except in such cases where such a definition would result in a distortion of the contract or where that definition would in effect be a definition of a period of less than 12 months.
- (v) "Termination" means the permanent cessation of employment of an employee because:
- i) the employee resigns or retires;
 - ii) the employee is dismissed and not re-instated;
 - iii) the employee is laid off in excess of twenty-four (24) consecutive months.
- (w) "Union" means the Newfoundland and Labrador Association of Public and Private Employees with headquarters in St. John's, Newfoundland.
- (x) "Vacancy" means an opening which is either permanent, part-time or of a temporary nature for more than thirteen (13) weeks.

**ARTICLE 3
RECOGNITION**

- 3.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all classes of employees excepting special groups that are excepted by the most recent certification order issued by the Newfoundland and Labrador Labour Relations Board.
- 3.02 When new classifications are developed, the Employer agrees to notify the Association as to whether such classifications should be included in the bargaining unit.
- 3.03 If the Association disagrees with the Employer's position, then within one week from the date of the above notification, the Association shall notify the Employer of its disagreement. Should the parties be unable to agree, the matter shall be referred to the Labour Relations Board for adjudication.

**ARTICLE 4
MANAGEMENT RIGHTS**

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

**ARTICLE 5
EMPLOYEE RIGHTS**

- 5.01 Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to his/her Permanent Head.
- 5.02 The Employer agrees that there will be no discrimination or coercion exercised or practiced by it with respect to any employee by reason of age, race, colour, sex, marital status, political or religious affiliation, or by reason of his/her membership in the Union.

**ARTICLE 6
ASSOCIATION SECURITY**

- 6.01 All employees who are members of the bargaining unit and are members of the Association at the time of the signing of this Agreement shall remain members during the term of this Agreement, provided they continue to fill bargaining unit positions.
- 6.02 All employees hired after the signing of this Agreement shall become and remain members of the Association, provided they continue to fill a bargaining unit position.

- 6.03 An employee upon employment with the Newfoundland Labrador Liquor Corporation shall be provided with information concerning:
- (a) duties and responsibilities;
 - (b) starting salary and classification;
 - (c) terms and conditions of employment.
- 6.04 When employees are temporarily assigned to positions outside the bargaining unit, they shall continue to accumulate seniority and have access to the grievance procedure for the duration of the temporary assignment.

ARTICLE 7 SHOP STEWARDS

- 7.01 The Association shall be entitled to appoint shop stewards, and the Corporation agrees to recognize the stewards as their employees' representatives in presenting grievances. There shall not be more than one steward per single shift or in a unit, provided there are at least two employees in the shift or unit.
- 7.02 Employees who serve as shop stewards shall suffer no loss in pay for the time spent in processing grievances on the Corporation's premises or in attending meetings with the Employer's representatives, but in any event, a shop steward will not absent himself/herself from his/her department for the purpose of handling grievances without first obtaining the permission of his/her immediate supervisor and the permission of the aggrieved employee's supervisor. It is understood that such permission will not be unreasonably withheld.
- 7.03 No employee shall be discriminated against or suffer loss of any privileges due to membership in the Association or for accepting a position on behalf of the Association.
- 7.04 The names of all shop stewards will be forwarded to the Corporation within thirty (30) days of the signing of this Agreement. The Association will also inform the Corporation in writing of any subsequent changes to the aforementioned list of stewards. The Corporation will not be required to recognize as a steward any person whose name is not submitted under the above requirements or if such notification does not take place with regards to appointments or changes.
- 7.05 The Employer shall recognize the Presidents of Local 7501 and 1501 as Shop Stewards, provided they are employees of the Corporation.

**ARTICLE 8
CHECK-OFF**

- 8.01 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.
- 8.02 The Association shall inform the Employer of the amount of the authorized deductions to be made in accordance with Clause 8.01 of this Article.
- 8.03 The Union shall inform the Employer of any change in membership dues and such changes shall be implemented within two (2) calendar months of receipt of the notification or the date(s) contained in the Union's memo, whichever is later.
- 8.04 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 9
ACCESS**

- 9.01 (a) The employees shall have the right to request the assistance of an Association representative on matters arising out of this Collective Agreement. Association representatives shall, with the prior approval of the Employer, have access to the premises to provide the necessary assistance and such permission will not be unreasonably withheld. Employees shall not absent themselves from work without the prior approval of their supervisor, and such permission will not be unreasonably withheld.
- (b) For matters arising under 9.01(a), an employee shall have the right to have a Shop Steward present.
- 9.02 Meetings on the Employer's premises may only be held with the Employer's permission, and any such meetings shall not interfere with the operation of the Corporation.

**ARTICLE 10
BULLETIN BOARDS**

- 10.01 Suitable bulletin boards shall be placed on the premises for the posting of notices by the Association. Notices are to be restricted to announcement of Association meetings and results of Association elections. Other notices shall be subject to the approval of the Employer.

**ARTICLE 11
JOINT ASSOCIATION MANAGEMENT
COMMITTEE**

- 11.01 There shall be a Joint Association Management Committee of not more than eight (8) persons composed of an equal number of representatives of the Corporation and representatives of the bargaining unit of the Association. The purpose of this committee is to meet and confer on matters of mutual interest which are not properly the subject matter of a grievance or negotiations.
- 11.02 The Association's representatives shall be elected by employees of that Association and the Employer shall be duly notified in writing as to their names.
- 11.03 The committee shall meet if and when the need arises but in any event, every month unless such meeting is cancelled by mutual consent of the Association and Corporation Representatives of the Association on the above mentioned committee shall not suffer a loss of pay as a result of attending meetings of this committee.
- 11.04 The meetings of the committee shall be chaired by the Employer's representative and the Vice Chairman will be selected by the Association. Requests for additional meetings may be made by either party by giving seven (7) days notice to the other and such requests shall indicate the purpose of the proposed meeting.

**ARTICLE 12
GRIEVANCE AND ARBITRATION PROCEDURE**

- 12.01 Should a dispute arise between the Association and the Employer regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable or not, or an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute.

STEP 1: The aggrieved employee with the assistance of his/her shop steward or union representative shall within ten (10) calendar days after becoming aware of the occurrence of the grievance discuss the grievance with his/her immediate supervisor in an effort to resolve the problem. The supervisor shall give his/her answer orally within five (5) calendar days.

STEP 2: Failing satisfactory settlement of the grievance by the above procedure the employee may, within seven (7) calendar days, with the assistance of the shop steward, reduce the grievance to writing and submit it to his/her immediate supervisor. The written grievance shall state in full the nature of the alleged violation and redress requested.

STEP 3: Failing a satisfactory settlement of the grievance within seven (7) calendar days after the grievance was submitted to the employee's supervisor under Step 2, the shop steward assisted by another shop steward shall submit the grievance to the Permanent Head of the Corporation who shall meet with the employee and the stewards and may declare his/her decision within fifteen (15) calendar days of receipt of this grievance.

STEP 4: Failing settlement at Step 3, the Association may by giving notice in writing within ten (10) calendar days of receipt of the President's decision declare its intention to refer the grievance to arbitration.

12.02 (a) POLICY GRIEVANCE

When the Association initiates a grievance involving a question of general application or interpretation, or when a dispute involving dismissal occurs, the grievance shall be submitted at Step 3.

(b) ASSOCIATION MAY INSTITUTE GRIEVANCE

The Association 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) EMPLOYER GRIEVANCE

The President may initiate a grievance on behalf of the Corporation. Such a grievance may be submitted to the President of the Newfoundland and Labrador Association of Public and Private Employees, which will be considered Step 3.

12.03 Grievances and replies to grievances shall be in writing at all steps except Step 1.

12.04 The Employer will supply the necessary facilities for the grievance meeting.

12.05 At any of the steps, a full-time representative of the Association may be present.

12.06 The employee concerned may be present at any step if requested by either party.

12.07 The dismissal of a probationary employee for reasons of incompetence or unsuitability, as assessed by the Employer, is not subject to the grievance and arbitration procedure, but the probationary employee will have the right to the grievance procedure for alleged discrimination.

12.08 AMENDING THE TIME LIMITS

- (a) The time limits set forth in this Article may be varied by mutual consent of the parties to this Agreement.
- (b) When a grievance is processed through the mail, all correspondence shall be by registered or certified mail. The time while the mail is moving from one destination to another shall not be considered in the Grievance Procedure time limits.

12.09 COMPOSITION OF THE BOARD OF ARBITRATION

When either party desires that a grievance shall be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. Within fourteen (14) calendar days thereafter, each party shall name an arbitrator to an Arbitration Board, and notify the other party of the name and address of its appointee. If either party refuses or neglects to appoint a member to the Board of Arbitration, the Chairman of the Labour Relations Board of the Province of Newfoundland and Labrador may be requested by the other party to appoint a member. The two (2) so named shall within fourteen (14) calendar days select a third person to act as Chairman of the Board of Arbitration, but should they not do so within fourteen (14) calendar days, then either party may apply to the Chairman of the Labour Relations Board to appoint a person to be Chairman. No one person who has any pecuniary interest in the matters referred to the Arbitration Board, or who is acting or who has within a period of six (6) months preceding the date of his/her appointment, acted in the capacity of solicitor, legal adviser, counselor or paid agent of either of the parties shall be appointed to act as a member of the Arbitration Board.

12.10 PROCEDURE OF THE BOARD OF ARBITRATION

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The Board shall forth with hear and determine the difference and allegations and render a decision within twenty (20) days from the time the Chairman was appointed. The decision of a majority shall be the decision of the Board. The Board of Arbitration shall have authority to rule on only these matters referred to it in the dispute and shall have jurisdiction to settle all issues referred including the question of arbitrability, with power to modify disciplinary measures imposed by the employer. The decisions of the Board of Arbitration shall be final and binding on all parties, but in no event shall the board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

12.11 EXPENSES OF THE BOARD

Each party shall pay:

- (a) The fees and expenses of the Arbitrator it appoints, or of the arbitrator appointed by the Chairman of the Labour Relations Board.
- (b) One-half (1/2) the fees and expenses of the Chairman.
- (c) One-half (1/2) the expenses of the Arbitration Board for clerical assistance, supplies, and rent of a place to meet.

12.12 WITNESSES

At any stage of the Grievance and Arbitration Procedure parties may have the assistance of the aggrieved employee as a witness and any other witnesses. Bargaining unit members who are witnesses shall not lose any pay or benefits while involved with the Grievance or Arbitration Procedure. All reasonable arrangements will be made to permit the conferring parties or Arbitrators to have access to view any working conditions which may be relevant to the settlement of the grievance.

12.13 GRIEVANCE AND ARBITRATION PROCEDURES

The shop steward or a representative of the Union and/or the grievor shall not suffer any loss of pay or accumulative benefits for any time lost in attending grievance meetings with management representatives and/or attending the actual arbitration hearing(s). However, such an employee shall not leave his/her regular duties for the purpose of attending such meetings without first obtaining permission from his/her immediate supervisor. The employee shall notify his/her immediate supervisor when returning to duty.

- 12.14 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.

12.15 TECHNICAL OBJECTIONS TO GRIEVANCES

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

ARTICLE 13
HOURS OF WORK

- 13.01 (a) The normal work day shall be seven (7) hours per day excluding meal breaks. The work week will be an average of seventy (70) hours over the course of a two week period.
- (b) Any changes in the schedule of hours of work for employees shall be prominently displayed at least one (1) week in advance.
- (c) The Corporation reserves the right to alter employees' hours of work to accommodate any change to meet public demand.
- (d) Part-time employees will be given a written schedule for hours of work in the store to which they are assigned. Part-time employees will be advised of any reduction in their regular schedule at least two weeks in advance. The Corporation will not schedule a part-time employee for a shift which is less than three hours.
- 13.02 Subject to Clause 13.01, the employees' normal hours of work shall be as follows:
Corporate Office hours of work shall be 8:30 a.m. to 4:30 p.m., Monday to Friday.
Warehouse and Bottling Plant regular hours of work shall be 8:30a.m. to 4:00p.m., Monday to Friday.
- 13.03 When a store is officially closed by the Permanent Head or his/her designate for natural causes, an employee shall not suffer any loss of pay or other benefits, exclusive of overtime, that he/she would have been entitled to had he/she worked on that day.
- 13.04 (a) There shall be one fifteen (15) minute break during the shift.
- (b) Corporate Office, Warehouse and Blending shall receive a rest period of fifteen (15) consecutive minutes in the first half of a work day and fifteen (15) consecutive minutes in the second half of a work day.
- *13.05 There shall be a one half (1/2) hour meal period for Warehouse and Blending. There shall be a one (1) hour meal period in Corporate Office and the Branches.
- 13.06 Full-time employees shall be normally scheduled to have two (2) consecutive days off per week.
- 13.07 There shall be no split shifts for permanent full-time employees.
- 13.08 Provided sufficient advance notice is given, and with approval of the Store Manager, employees within the same classification and same store may exchange shifts conditional upon no increase in cost to the Employer.

- 13.09 Subject to 19.13(b) where there is more than one part-time employee in a store any additional hours of work which become available and do not constitute a vacancy will be offered to the senior part-time employee in the store until that employee reaches full-time hours. Other part-time employees in the store, will be offered available hours in order of seniority. Part-time employees will advise the Employer in writing of their desire to work additional hours up to full-time equivalent hours quarterly (January 1st, April 1st, July 1st and October 1st). A part-time employee who advises the Employer of his/her desire to work additional shifts and subsequently refuses additional shifts twice will not be contacted for future shifts in the quarter.
- *13.10 Part-time and Temporary employees shall receive the wages and benefits specified in this agreement on a pro-rata basis according to their hours of work.
- *13.11 (a) Effective the date of signing, other than employees whose shifts begin and end between the hours of 0800 and 1700, employees shall be paid a shift differential of two dollars and thirty cents (\$2.30) per hour for each hour worked between 1600 and 0800 hours:
- (b) Effective the date of signing, a Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 hours Saturday and 2400 hours Sunday.
- (c) If an employee qualifies for both differentials under (a) and (b) above, she/he shall receive both.

ARTICLE 14 OVERTIME

- 14.01 All overtime shall be authorized and scheduled by the Employer.
- 14.02 When an employee is required to work in excess of seven (7) regular hours per day or an average of seventy (70) hours over a two week period, the employee shall be paid overtime computed as follows:
- (a) An employee's regular hourly rate shall be calculated by dividing his/her annual salary by 1820.
- (b) Time and one-half (1 1/2) for those hours worked in excess of seven (7) regular hours per day and or an average of seventy (70) hours over a two week period.
- (c) Overtime will be calculated to the nearest one-half (1/2) hour exclusive of the first fifteen (15) minutes after the store closing hours.

- 14.03 The Corporation agrees to make every effort to assure equal distribution of overtime among reasonably available, qualified employees within a branch or department, starting in order of seniority of permanent employees. In the event that permanent employees do not accept the overtime then the Corporation will make every effort to equally distribute overtime to the part-time and then temporary employees currently working in the branch or department, starting in order of seniority in each group. The Corporation reserves the right to require employees to work overtime if insufficient employees accept overtime using the system outlined. The Corporation will make available to the appropriate shop steward the information regarding overtime as outlined in the letter attached to the agreement.
- 14.04 The Corporation will notify employees of overtime by lunch break for that date; however, the Corporation reserves the right to require employees to work emergency overtime should an emergency arise after the lunch break and it is deemed necessary that this work be completed on that day.
- 14.05 The Corporation 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 14.02(b).
- 14.06 Where it is anticipated that an employee will be working three or more consecutive hours at the end of his/her regularly scheduled shift, the employer will provide a fifteen (15) minute rest period to be scheduled by the employer. Further fifteen (15) minute rest periods will be provided at the frequency of one every three hours should work continue beyond the initial three hours.

***ARTICLE 15
STANDBY**

- 15.01 (a) An employee required to perform standby duty shall be paid as follows for each eight (8) hour shift of standby:
- | <u>Effective Date</u> | <u>Rate</u> |
|-----------------------|-------------------|
| November 18, 2013 | \$20.40 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 on standby:
- | <u>Effective Date</u> | <u>Rate</u> |
|-----------------------|-------------------|
| November 18, 2013 | \$22.60 per shift |
- (c) No compensation shall be granted for the total period of standby duty if the employee does not report for work when required.

- (d) All standby duty shall be authorized and scheduled by the Employer, and where possible, shall be assigned on a rotation basis among qualified employees in the Department affected.

**ARTICLE 16
CALLBACK**

- 16.01 An employee who has left his/her place of work and is recalled shall be paid a minimum of three (3) hours at the overtime rate. The callback provision will not apply to scheduled overtime.
- *16.02 When an employee is recalled to work under the conditions described in said Callback Clause, he/she shall be paid the cost of transportation to and from his/her place of work for each callback at the appropriate kilometer rate.

**ARTICLE 17
TEMPORARY ASSIGNMENT**

- 17.01 When an employee is required, in writing, by the Employer to perform the 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 one (1) day, 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 of the higher position.
- 17.02 An employee who is temporarily assigned to a position for which a lower rate of salary is paid shall not receive any reduction in pay by reason thereof.
- 17.03 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.
- 17.04 An employee who is temporarily assigned outside the bargaining unit may return to the bargaining unit subject to giving the Employer one (1) week notice.
- 17.05 When a sales clerk is left in charge of a store for one (1) hour or more, effective on the date of signing of this agreement, he/she shall receive temporary assignment pay as outlined in Clause 17.01.
- 17.06 All time worked by an employee on a temporary assignment basis subsequent to the signing of this collective agreement in a management classification shall be accumulated and count for step progression purposes on the management pay scale for future temporary assignments or promotions.

ARTICLE 18
SENIORITY

- *18.01 (a) The seniority of permanent employees shall date from their last date of entry into employment with the Employer. When two (2) or more persons are employed on the same date, the seniority shall be established by the drawing of a number. A break in service shall not occur because of taking annual leave, sick leave, or other authorized paid or unpaid leave. Permanent employees shall have super-seniority over part-time and temporary employees
- (b) The seniority of part-time employees shall date from their last date of entry into employment with the Employer. When two (2) or more persons are employed on the same date, the seniority shall be established by the drawing of a number. A break in service shall not occur because of taking of annual leave, sick leave, or other authorized paid or unpaid leave. Part-time employees shall have super-seniority over temporary employees.
- (c) The seniority of temporary employees shall not be recognized until completion of the probationary period of five-hundred and ninety-five (595) hours worked. Upon completion of the probationary period seniority for temporary employees shall date from the last entry into employment with the Employer. When two (2) or more persons are employed on the same date, the seniority shall be established by the drawing of a number.
- 18.02 Seniority rosters for permanent, part-time and temporary employees showing names, classifications, and seniority dates will be posted in a place accessible to all employees.
- 18.03 Employees shall have the right to protest any date appearing on the rosters within thirty (30) days of such posting. Upon presentation by an employee or the Association of proof, such errors shall be corrected. Any date not protested within the thirty (30) day protest period shall be considered to be permanently established. The roster shall be revised in April and October of each year and so posted. A thirty (30) day protest period shall be allowed following each posting. Only dates at variance with the previous lists or new dates entered since the last posting may be protested. Established seniority shall be subject to forfeiture by any employee if the employee resigns or is discharged for just cause.

18.04 SENIORITY ON LAYOFF AND RECALL

(a) Layoff of Permanent Employees

In the event the Employer determines a layoff is required of permanent employees within a branch (store) or department, the following procedure will apply:

- (1) The junior permanent employee(s) in a classification affected by the layoff, in a branch or department, may displace the junior employee(s) in a classification within the branch or department. If an employee cannot displace an employee in his/her own branch or department, he/she can displace the junior employee in a classification in the Region. Employees who wish to displace an employee in another classification upon layoff shall be given preference on a seniority basis for displacement purposes, provided the employee's qualifications meet the required standards for the position.
- (2) For the purpose of Clauses 18.04(a)-(d), Regions shall be defined as follows:
 - Region 1 - St. John's/Mt. Pearl
 - Region 2 - Remainder of Corporation's Eastern Region
 - Region 3 - Corporation's Central Region
 - Region 4 - Corporation's Western Region (except Labrador)
 - Region 5 - Labrador City and Happy Valley/Goose Bay
- (3) Where more than one employee is to be laid off in branch or sub-department, the senior employee of those to be laid off shall have the first choice of displacement.
- (4) Permanent employees may displace permanent, part-time or temporary employees.

(b) Recall of Permanent Employees

- (1) In the event of recall, because of a vacancy in a classification of those employees who displaced others in lieu of layoff under 18.04(a), those employees who displaced others shall be recalled to their former positions in their branch or department.
- (2) Those employees who are actually laid off under 18.04(a) shall have the first recall rights to the position(s) made vacant by moves under 18.04(b)(1).

(c) Layoff of Part-Time Employees

For the purpose of this paragraph, layoff includes a reduction in the regularly scheduled hours of work. In the event the Employer determines a layoff of part-time employees is required within a branch (store) or department, the following procedure shall apply:

- (1) The junior part-time employee(s) in a classification affected by the layoff, in a branch or department, may displace the junior employee(s) in a classification within the branch or department. If an employee cannot displace an employee in his/her own branch or department, he/she can displace the junior employee in the Region. Employees who wish to displace an employee in another classification upon layoff shall be given preference on a seniority basis for displacement purposes, provided the employee's qualifications meet the required standards for the position.
- (2) Where more than one part-time employee is to be laid off in a branch or department, the senior employee of those to be laid off shall have the first choice of displacement.
- (3) Part-time employees may displace part-time or temporary employees.

(d) Recall of Part-time Employees

- (1) In the event of recall, because of a vacancy in a classification of those employees who displaced others in lieu of layoff under 18.04(c), those employees who displaced others shall be recalled to their former positions in their branch or department.
- (2) Those employees who are actually laid off under 18.04(c) shall have first recall rights to the position(s) made vacant by moves under 18.04(d)(1).

(e) Layoff and Recall of Temporary Employees

- (1) Temporary employees will be laid off and recalled on the basis of seniority within the region or department, provided employees retained in accordance with this procedure are qualified to do the work required.
- * (2) For the purpose of this clause, there shall be four departments, namely, Corporate Office, property, warehouse and bottling plant.
- (3) For the purpose of this clause, St. John's / Mount Pearl shall be one region, Comer Brook shall be another region and every other store shall be a region to itself.

18.05 Total seniority shall be carried to any change in classification.

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

- (a) The employee is dismissed and not re-instated
- (b) The employee resigns or retires
- (c) The employee refuses recall to a position with the bargaining unit
- (d) The employee is laid off for a period in excess of twenty-four (24) months

**ARTICLE 19
POSTING OF VACANCIES**

19.01 JOB POSTINGS

Where the Employer determines that a vacancy, either inside or outside the bargaining unit, is to be filled, the Employer shall post notices of the position in accessible places in the Employer's premises for a period of not less than seven (7) calendar days. Copies of all postings are to be supplied concurrently to the Local Secretary and Local President. When a vacancy occurs in a permanent or part-time position, the Employer will use its best efforts to ensure that the vacancy is posted within two (2) weeks of the determination that it will be filled. For permanent and part-time vacancy competitions in which interviews, testing or additional information is not required, the Employer will use its best efforts to commence making offers of employment in accordance with Clause 19.04, within four (4) weeks of the closing date of the competition.

19.02 Job posting shall contain the following information:

- (a) the classification title and where applicable and required, the organizational title;
- (b) pay scale level for bargaining unit positions;
- (c) required qualifications;
- (d) geographic location of the position;
- (e) closing date;
- (f) this position is open to both male and female.

The Corporation will not establish qualifications for positions in an arbitrary or discriminatory manner.

19.03 PROCEDURE FOR FILLING VACANCIES

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

*19.04 ROLE OF SENIORITY IN PROMOTIONS AND TRANSFERS

Both parties recognize that the opportunity for promotion within the service of the Employer should increase with the length of service.

Therefore, when a vacancy occurs in an established position within the bargaining unit or when a new position is created within the bargaining unit, employees who apply for the position on promotion or transfer shall be given preference on a seniority basis for filling such vacancy, provided that the applicant's qualifications meet the required standards for the new position.

For the purpose of this clause, seniority will be ranked in the following order for all job competitions involving vacancies in the Store Operations department:

- (1) Permanent
- (2) Part-time
- (3) Temporary

For job competitions in all other departments or departments, notwithstanding clause 18.01, seniority shall be ranked as follows:

- (1) Permanent
- (2) Part-time and temporary (one combined list).

19.05 TRIAL PERIOD

The successful applicant shall be placed on trial for a period of two hundred and eighty (280) worked hours. Conditional on satisfactory service, the employer shall confirm the employee's appointment after the period of two hundred and eighty (280) worked hours. 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.

19.06 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.

- 19.07 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
- 19.08 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".
- 19.09 An employee who receives an interview for a vacancy within the bargaining unit will be granted time off to attend the interview and will also be reimbursed for travel expenses necessarily incurred in attending the interview. Expenses will be paid in accordance with rates detailed in Clause 29.01 and 29.02.
- 19.10 PROMOTIONS REQUIRING HIGHER QUALIFICATION

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for such qualifications prior to filling of a vacancy, and indicates so in his/her application. Such employee will be given an opportunity to qualify within a reasonable length of time not exceeding two hundred and eighty (280) hours and to revert to his/her former position if the required qualifications are not met within such time.

19.11 NOTIFICATION OF SUCCESSFUL APPLICANT

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

- 19.12 Notwithstanding the posting requirements of this Article, and where the parties mutually agree, employees who have been injured on the job and are subsequently deemed by the Workplace Health, Safety and Compensation Commission to be unable to return to their pre-injury employment, may be placed in vacancies, provided they are qualified and able to perform duties required. If an employee is reassessed at a later date, they shall return to their pre-injury employment, if cleared by their doctor, and the vacancy they filled will be posted at that time.

- 19.13 (a) Notwithstanding the provisions of clause 19.04 and subject to the approval of the Employer, a permanent or part-time employee who applies for and is accepted for a temporary vacancy may revert to his/her former position upon completion of the temporary work without loss of benefits. The Employer shall notify the employee of its decision before the permanent or part-time employee commences the temporary work and such approval shall not be unreasonably denied. Employees who are successful in obtaining a permanent position will not be permitted to avail of the provisions of this article to obtain another permanent or temporary position of the same

classification for a period of twelve (12) months from their date of appointment to their permanent position. Employees who successfully obtain a part-time position will not be permitted to avail of the provisions of this Clause to obtain another part-time or temporary position of the same classification for a period of twelve (12) months from their date of appointment to their part-time position unless it results in an increase in the employee's minimum guaranteed hours.

- (b) When a part-time employee is successful in obtaining a posted temporary position in another work location under 19.13(a) the employee who is successful accepts that position on the hours that were posted for the position and is not entitled to use his/her seniority as a part-timer to avail of additional hours in preference to the part-time employees regularly assigned to that store.

ARTICLE 20 TRANSFERS

- 20.01 From time to time it may become necessary for the Corporation to transfer employees from one location to another on either a temporary or a permanent basis. The present practice with regard to permanent transfer will continue for the duration of this Agreement.
- 20.02 It is agreed that employees may mutually agree to inter-store transfer for personal reasons, but only after approval by both store managers.

ARTICLE 21 HOLIDAYS

- 21.01 Effective April 1, 2009, employees shall receive seven (7) hours pay for each of the following designated paid holidays:
- (a) New Year's Day
 - (b) Good Friday
 - (c) Commonwealth Day
 - (d) Memorial Day (Canada Day)
 - (e) Labour Day
 - (f) Thanksgiving Day

- (g) Armistice Day
- (h) Christmas Day
- (i) Boxing Day
- (j) One 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.

21.02 Subject to Clause 21.01 part-time employees will receive payment for a paid holiday in accordance with this Article on a pro-rata basis according to their hours of work.

21.03 COMPENSATION FOR WORK ON A HOLIDAY

When an employee is required to work on a holiday, he/she shall be compensated, in addition to holiday pay, at the rate of one and one-half (1 1/2) times his/her regular hourly rate for all hours worked on that day.

21.04 HOLIDAY FALLING ON A DAY OF REST

- (a) When a calendar day designated as a holiday under Clause 21.01 coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a later date approved by the Permanent Head. If such time off is not granted within one (1) month of the scheduled holiday, the employee shall receive pay at the applicable rate of pay.
- (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 in addition to his/her holiday pay. 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 one (1) month of incurring the overtime. If such time off cannot be given within one (1) month and at the convenience of the employee, he/she shall be paid at the applicable rate.

*21.05 Temporary employees will receive a paid holiday if they work their scheduled shift proceeding and after the paid holiday. The amount to be paid shall be prorated over the total shifts worked in the previous 21 days prior to the paid holiday, to a maximum of seven hours.

**ARTICLE 22
COMPASSIONATE LEAVE**

- 22.01 (a) Subject to Clause 22.02, an employee shall be entitled to leave with pay not exceeding three (3) working days in the event of the death of his/her mother, father, brother, sister, child, spouse, common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, legal guardian, or other near relative living in the same household.
- (b) An employee shall be entitled to leave with pay not exceeding one (1) working day in the event of the death of his/her son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- 22.02 If the death of a relative referred to in Clause 22.01 (a) occurs off the Island for employees residing on the Island, or outside of Labrador for employees residing in Labrador, the employees may be granted leave with pay in addition to that provided in 21.01 not exceeding one (1) day for the purpose of attending the funeral.
- *22.03 Subject to the approval of the President, special leave with pay not exceeding thirty five (35) hours may be granted in special circumstances for reasons other than those referred to in Clause 22.01 and 22.02. Such leave may only be granted in accordance with this clause where there it has been demonstrated the employee has no other form of compensable leave available
- 22.04 If an 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.
- 22.05 Part-time and temporary employees shall be granted leave in accordance with this Article on a pro rata basis according to their hours of work.

**ARTICLE 23
ANNUAL LEAVE**

- 23.01 The maximum annual leave which an employee shall be eligible for in any year shall be as follows:
- (a) One and fifty-eight one-hundredths (1.58) days for each month of service which the employee has had in the year concerned up to a maximum of nineteen (19) days provided:
- i) No annual leave may be taken by an employee until he/she has had not less than sixty (60) days of service prior to taking leave.

- ii) When an employee has had not less than sixty (60) days of service, he/she may anticipate annual leave to the end of the period of his/her authorized employment or the end of the year concerned, whichever is the shorter period.
- (b) An employee shall be eligible for annual leave at the rate of two (2) days for each month of service up to a maximum of twenty-four (24) working days when the employee has completed one hundred and twenty (120) months of service.
 - (c) An employee shall be eligible for annual leave at the rate of two and forty-one one-hundredths (2.41) days for each month of service up to a maximum of twenty-nine (29) working days when the employee has completed three hundred (300) months of service.
 - (d) Regularly scheduled part-time employees shall be entitled to annual leave on a pro-rata basis.
 - (e) For the purpose of eligibility for earning annual leave at the rates specified in (b) and (c) periods of temporary employment shall be credited on the basis of the accumulation of hours equivalent to those in month of service for permanent employees.
- 23.02 For the purpose of this Article, an employee who is paid full salary or wages in respect of not less than eleven (11) working 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.
- 23.03 Annual leave shall not be taken except with the prior approval of the Permanent Head or his/her designate.
- 23.04 Subject to Clause 23.13, annual leave schedules shall, when agreed upon between the Employer and employee be subject to change only in the event of an emergency or by mutual consent between the employee and the Permanent Head.
- 23.05 In respect of leave which may be carried forward, the following shall apply:
- (a) An employee may carry forward to another year any proportion of annual leave not taken by him/her in previous years until, by doing so, he/she has accumulated a maximum of one hundred and forty (140) hours of annual leave excluding current annual leave. 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.
 - (b) Subject to Clauses 23.03 and 23.04, the annual leave accumulated by an employee pursuant to sub-clause (a) thereof, may be taken by him/her at any time in addition to his/her current annual leave

- 23.06 (a) An employee who qualified for any sick leave under Article 24 while on vacation, 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 medical certificate(s) signed by a qualified medical practitioner and acceptable to the Corporation. Such certificate(s) shall be submitted:
- i) by the date that the employee's approved annual leave period expires;
 - ii) where the period of illness is to extend beyond the expiration of the approved annual leave period, at such intervals as the Corporation may require.
- (b) In the case of any 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.
- 23.07 Subject to 23.02, in an incomplete year before resignation or retirement, an employee may receive a proportionate part of his/her annual leave for that year in full days on the basis of complete calendar months.
- 23.08 For the purpose of this Article, employees who are reappointed to a position in the Corporation after layoff or termination may have service prior to layoff or termination credited to them provided that such prior service is pensionable in accordance with existing legislation.
- 23.09 Subject to Clause 23.03, 23.04 and 23.13, an employee may take his/her vacation either in part or in whole at any period of the year at his/her discretion.
- 23.10 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.
- 23.11 An employee shall be paid his/her vacation pay on the last day prior to the start of his/her vacation if he/she so requests provided that notice is given one (1) full pay period before that pay is required, and provided the vacation pay is a minimum of one (1) complete pay.
- 23.12 (a) Subject to clauses 23.03 and 23.04, vacation schedules shall be posted by May 1st. of each year.
- (b) Employees in a department, on consultation with their supervisor, shall determine the method of selecting dates. In the event that all employees do not agree with the method for preference of vacation, it shall be regulated on the basis of seniority up to the total of their current year's annual leave entitlement.

- 23.13 (a) At April 1st of each year, temporary employees who have completed their probationary period and are not enrolled in the Public Service Pension Plan, shall be given an option with respect to annual leave as follows:
- (i) To receive payment for annual leave on their bi-weekly pay cheque throughout their period of employment; or
 - (ii) To earn annual leave credits on a pro-rata basis.
- If the employee fails to notify the Employer of a choice, option (i) will be assumed. Employees will not be permitted to receive pay for annual leave credits earned under (ii) unless they terminate employment.
- (b) Probationary temporary employees will receive payment for annual leave as per 23.13(a)(i) and temporary employees who are members of the Public Service Pension Plan will receive annual leave credits as per 23.13(a)(ii).
- 23.14 Part-time and temporary employees who have accumulated annual leave shall be entitled to receive annual leave based upon seven (7) hours per day.

ARTICLE 24 SICK LEAVE

It is agreed that sick leave is not to be used for any other purpose and that to use sick leave for other than bonafide illness or accident may result in disciplinary action.

- 24.01 (a) The number of days of sick leave with full pay which may be awarded to an employee at any time shall not exceed the figure obtained by multiplying his/her total months of service by two (2) and subtracting from this the number of working days of sick leave previously awarded to him/her provided that the maximum number of working days of sick leave with full pay which may be awarded to an employee during any period of two hundred and forty (240) months of service shall not exceed four hundred and eighty (480) days in the aggregate.
- (b) Notwithstanding Clause 24.01(a), the number of days of sick leave with full pay which may be awarded to an employee hired after May 4, 2004, at any time shall not exceed the figure obtained by multiplying his/her total months of service by one (1) and subtracting from this the number of working days of sick leave previously awarded to him/her provided that the maximum number of working days of sick leave with full pay which may be awarded to an employee during any period of two hundred and forty (240) months of service shall not exceed two-hundred and forty (240) days in the aggregate.
- 24.02 For the purpose of Clause 24.01, an employee who received full salary or wages in respect of not less than eleven (11) working days in the first 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.

- 24.03 Subject to Clauses 24.01 and 24.06, an employee may anticipate such 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.
- 24.04 Subject to Clause 24.05 and 24.06 when an employee has reached the maximum of sick leave which may be awarded to 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 if not, on special leave without pay.
- 24.05 Subject to Clause 24.06, before sick leave with full pay is awarded to an employee or at any time when an employee is on such leave with full pay, he/she may be required by the Human Resources Department to undergo a medical examination. If it appears from such, in the opinion of a medical doctor that it is unlikely that the employee will be able to return to duty after the expiration of his/her accumulated sick leave, the employee may be retired effective when his/her accumulated sick leave has expired or at retirement age, and paid such Pension Award as he/she may be eligible to receive.
- 24.06 Sick leave with full pay in excess of twenty-one (21) consecutive working hours at any one time or forty-two (42) working hours in the aggregate in any year shall not be awarded to any employee unless he/she has submitted in respect thereof a medical certificate satisfactory to the Human Resources Department.
- 24.07 Periods of special leave without pay in excess of twenty (20) working days in the aggregate in any year shall not be reckoned for sick leave purposes and the employee's record of service shall be noted accordingly.
- 24.08 A temporary employee shall not receive sick leave if the employee refuses recall from layoff due to illness. Sick leave may only be awarded to a temporary employee who commences work and subsequently qualifies for sick leave under this Article.
- 24.09 An employee who is absent from work without prior approval shall communicate daily, unless otherwise directed, the reason for his/her absence to a management official at his/her place of work, as soon as practical but in any event no later than within the time limits set out below:
- (a) at least one (1) hour prior to the commencement of his/her shift; or
 - (b) in the event a store is not open, within one (1) hour prior to the store opening

ARTICLE 25

MATERNITY/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 Article. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- 25.02 The Permanent Head reserves the right to require an employee to commence maternity leave prior to the time specified in Clause 25.01 if the state of her health becomes incompatible with the requirements of her job.
- 25.03 (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
- 25.04 Periods of leave up to fifty-two (52) weeks shall count for seniority purposes, annual leave, sick leave, severance pay, and step progression
- 25.05 An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- 25.06 While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through the Human Resources Department.

ARTICLE 26

SPECIAL LEAVE AND GENERAL LEAVE

- 26.01 (a) With the prior approval of the Employer, special leave with pay may be awarded to an employee to enable him/her to participate in courses of training directly related to his/her job either within or outside the Province. The Corporation shall pay for tuition fees and books required for such courses.
- (b) Subject to operational requirements and availability of qualified replacement staff, a permanent, part-time or temporary employee with at least two years of service 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.
- 26.02 Special leave with pay shall not be awarded to an employee other than as prescribed in Clause 26.01 and if leave is required for other purposes, the employee concerned may, with the approval of his/her supervisor, draw upon his/her current, accumulated or accrued leave, or if he/she has not such leave upon which to draw, proceed upon special leave without pay.
- 26.03 With the approval of the Permanent Head, special leave without pay may be granted in

exceptional circumstances to an employee provided that the employee has no current, accrued, or accumulated leave available to him/her.

- 26.04 In the event that an employee is, with approval of the Lieutenant-Governor in Council, seconded for duty outside the Corporation, the period of his/her secondment shall be deemed to be service within the meaning and intent of this Agreement
- 26.05 (a) Subject to the approval of the Permanent Head an employee shall be granted special leave with pay not exceeding twenty-one (21) hours a year to attend to the temporary care of a sick family member; needs related to the birth of the employee's child; medical or dental appointments for dependent family members; meetings with school authorities or adoption agencies; needs related to the adoption of a child; or home or family emergencies.
- (b) 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.
- *(c) Part-time and Temporary employees shall be granted leave in accordance with this Article subject to Clause 13.10.
- (d) 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, have endeavoured to a reasonable extent to schedule such events during off duty hours.

ARTICLE 27

UNPAID LEAVE AND EXTENDED UNPAID LEAVE

- 27.01 (a) Upon written request, a permanent or part-time 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 for seniority purposes only. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks.
- (b) Subject to operational requirements and availability of qualified replacement staff, where required, employees are entitled to one (1) month of unpaid leave while maintaining service credits for seniority purposes. The month of unpaid leave does not necessarily have to be taken consecutively, but cannot be taken in increments of less than two (2) days at a time.

ARTICLE 28
TIME OFF FOR ASSOCIATION BUSINESS

28.01 Upon written request by the Association 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, provided reasonable notice is given:

- (a) In the case of an employee who is a member of the Provincial Board of Directors of the Association or an elected delegate of a recognized unit of the Association and who is required to attend the Biennial Convention of the Association, the Newfoundland and Labrador Federation of Labour and Component Conventions 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 Association and who is required to attend meetings of the Association 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 Association and who is required to attend meetings of the Association within the Province, leave with pay not exceeding (3) days in any year.
- (d) In the case of employees who are members of the Provincial Board of Directors of the Association or delegated representatives who may wish to attend meetings of the Canadian Labour Congress or the National Union of Provincial Government Employees, leave with pay not exceeding five (5) person days in any one year. The Permanent Head may grant additional leave without pay for this purpose.
- (e) There will be one (1) additional day travel time per year for Board Members residing in Labrador.
- (f) 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.

28.02 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 actual negotiating sessions on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit. The Association 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.

- 28.03 With the prior written approval of the Permanent Head, special leave with pay not exceeding (1) day in each year, shall be awarded to Shop Stewards for the purpose of attending educational seminars.

**ARTICLE 29
TRAVEL ALLOWANCE**

- *29.01 Effective the date of signing, for each full day on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities, shall be as follows:

	ISLAND		LABRADOR
Breakfast	\$8.00	Breakfast	\$9.60
Lunch	\$14.00	Lunch	\$13.85
<u>Dinner</u>	<u>\$21.70</u>	<u>Dinner</u>	<u>\$22.35</u>
	\$43.70		\$45.80

- *29.02 The terms and conditions under which the allowance prescribed in this Article shall be paid are in accordance with the rules prescribed by the Government of Newfoundland and Labrador.

- 29.04 If, after an employee has reported for duty at his/her regular place of work, he/she is required by the Employer to report to another place of work, the taxi fare, or mileage allowance to that place of work will be paid by the Employer.

**ARTICLE 30
SALARIES**

- 30.01 The salary scales and implementation formula set out in Schedule A will become effective from the date specified in this Schedule.

**ARTICLE 31
PAY TIMES**

- 31.01 It is agreed that the employer will issue payment every two (2) weeks. Such payment shall include regular hours and overtime with a statement covering hours of overtime worked and the amount of pay for such overtime worked. However, effective April 1, 2008, all those employees currently paid by direct deposit will continue to be paid by direct deposit and all new employees shall be paid by direct deposit.

**ARTICLE 32
LABRADOR BENEFITS**

31.01 The benefits outlined in Schedule B shall apply to employees employed in Labrador.

**ARTICLE 33
GROUP INSURANCE**

33.01 The Group Insurance Plan presently in effect shall remain in effect during the term of this Agreement.

33.02 The Employer will pay fifty percent (50%) of the premiums of the Insurance Plan and the employees will pay fifty percent (50%).

33.03 Permanent employees shall have the right to continue coverage during layoff through direct payments of one hundred percent (100%) of the premiums of the Insurance Plan.

33.04 The Employer agrees to pay its share of the Group Insurance premiums on behalf of employees on maternity leave for a maximum of fifty-two (52) weeks.

**ARTICLE 34
WORKERS' COMPENSATION**

34.01 (a) All employees shall be covered by The Workplace, Health, Safety and 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 Workplace, Health, Safety and Compensation Act. If the claim is subsequently denied by the Workplace, Health, Safety and Compensation Commission, the employee may, subject to the provisions of Article 29, access other available benefits including sick leave and annual leave.

34.02 An employee who is approved for full extended earnings loss (EEL) benefits from the Workplace, Health, Safety and Compensation Commission after February 25, 2009, shall no longer accumulate benefits under this agreement but shall have their position with the Employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the Human Rights Act.

**ARTICLE 35
UNIFORMS**

- 35.01 It is agreed that the present practice pertaining to the supply of uniforms shall continue during the life of the 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 shall compensate the employee for any loss suffered up to a maximum of five hundred dollars (\$500).
- 36.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within three (3) days of the incident to the Permanent head or his/her designate.
- 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
TERMINATION OF EMPLOYMENT**

- 37.01 (a) In cases of layoff or discharge other than for just cause, thirty (30) calendar days notice shall be given to all employees whose services are to be terminated or a sum equal to thirty (30) calendar days salary in lieu of such notice shall be granted.
- (b) Temporary employees will not be given fourteen (14) calendar days notice where they are advised when hired as to the duration of their employment.
- (c) Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of 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 C. Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly. Employees who are reemployed with any Employer covered by the coalition negotiations shall be required to pay back part of any severance pay/pay in lieu 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 Permanent employees shall give the Employer thirty (30) calendar days written notice and part-time and temporary employees shall give fourteen (14) calendar days written notice of intention to terminate their employment. Employees shall be permitted to withdraw such notice of their intention to terminate their employment within seven (7) calendar days of submission of such notice, provided that the original notice was submitted within the required time frame.
- 37.03 Annual leave shall not be used as any part of the period of notice referred to in this Article.
- 37.04 Periods of notice may be reduced or eliminated by mutual consent of the employees and Employer.
- 37.05 Upon termination of service, an employee may receive pay for all his/her current earned annual leave not taken by him/her prior to the date of termination of his/her service plus for his/her accumulated and accrued annual leave up to a maximum of twenty (20) days not taken by him/her prior to the date of termination plus any salary due him/her.

ARTICLE 38 SEVERANCE PAY

- 38.01 An employee who has nine (9) or more years continuous service with the Employer is entitled to be paid upon resignation or retirement severance pay equal to the amount obtained by multiplying the number of his/her completed years of continuous service by his/her weekly salary to a maximum of twenty (20) weeks pay. In the event of the death of an employee, severance pay as calculated above shall be paid to the estate or named beneficiary of the deceased employee.
- 38.02 For the purpose of this Article, service for a part-time employee shall be the actual period of employment with the Employer provided that where a break in employment exceeds twelve (12) consecutive months, service shall commence from the date of re-employment. Payments made under Clause 38.01 for periods of part-time service shall be pro-rated in accordance with the scheduled hours of work.
- 38.03 An employee who has resigned or retired may be re-employed if he/she has been out of the service of the employer 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 in cases where re-employment could take place within a lesser period than the number of weeks for which he/she has received severance pay

- 38.04 The maximum severance pay which an employee shall be paid for his/her total period(s) of employment with the Employer shall not exceed the number of weeks as specified in Clause 38.01

**ARTICLE 39
PORTABILITY OF BENEFITS**

- 39.01 Employees who are accepted for employment with another Employer or same Employer which are party to collective agreements listed in Schedule 'D' within 120 calendar days of resignation shall retain portability to maximum of 120 days each 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 Corporation.

**ARTICLE 40
CASH SHORTAGES**

- 40.01 The existing policies regarding such shortages shall be reviewed from time to time by the Corporation during the life of this Agreement.
- 40.02 (a) The Corporation will not reduce the present tolerance levels during the life of this Agreement.
- (b) Notwithstanding 40.02(a), the present tolerance level may be lowered with the introduction of cash handling methods which would greatly reduce cash handling responsibility or probability of error.
- 40.03 Cash shortages of less than \$1.00 per day shall not be recorded in an employee's personal file, if such shortages are paid by the employee.

**ARTICLE 41
PERSONAL FILES**

- 41.01 A copy of any document placed on an employee's personal file which might at any time be the basis of disciplinary actions shall be supplied concurrently to the employee.
- 41.02 Any such document shall be removed from the personal file of the employee and destroyed after the expiration of eighteen (18) months provided that there has not been a recurrence of a similar incident during that period.
- 41.03 An employee's file will be open for inspection by that employee at any reasonable time during office hours. With the permission in writing of the employee(s) the file may be

opened to a full-time representative of the Association.

ARTICLE 42
DISCIPLINE

- 42.01 Any employee who is suspended or dismissed shall be provided with written notification within ten (10) calendar days of any oral notification which shall state the reasons for suspension or dismissal.
- 42.02 All dismissals, suspensions and other disciplinary action shall be subject to formal grievance procedure at the request of the employee subject to the provision on "probationary employees" in Article 12.07.
- 42.03 The Employer shall notify an employee of any dissatisfaction concerning his/her work within fourteen (14) calendar days of the occurrence or discovery of the incident. This notification shall include particulars of the 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. The union recognizes that on occasion where special investigations are in process and may lead to criminal charges the fourteen (14) calendar day notification period need not apply.
- 42.04 Employees required to attend a meeting with the Employer where disciplinary action is to be taken are entitled to have an Association representative in attendance. It shall be the employee's responsibility to advise the Association representative of the meeting time determined by the Employer.
- *42.05 If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from his/her place of employment, it shall be with pay.

**ARTICLE 43
STRIKES AND LOCKOUTS**

43.01 The Association agrees that during the life of this Agreement, there shall be no strikes. The Employer agrees that there shall be no lockouts during the term of this Agreement.

**ARTICLE 44
CONTRACTING OUT**

44.01 The Employer shall continue present practice in providing continued employment in the Corporation of employees who would otherwise become redundant because the work is contracted out.

44.02 The Employer agrees to notify the Association of its intention to contract out work at least sixty (60) calendar days prior to contracting out.

**ARTICLE 45
OCCUPATIONAL HEALTH AND SAFETY**

45.01 It is agreed that the terms of the Occupational Health and Safety Act are binding upon both parties for the life of the Agreement.

**ARTICLE 46
SEXUAL HARASSMENT**

- 46.01 (a) The Employer and the Union agree to use their best efforts to discourage sexual harassment in the work place.
- (b) Complaints alleging sexual harassment will be dealt with by the Employer, the Union and the employees involved with all possible confidentiality.
- (c) Both parties support the principles espoused in Section 13 of the Newfoundland Human Rights Code and agree to co-operate fully with any investigation held by the Human Rights Commission with regard to a complaint by any employee in this respect.

ARTICLE 47
POLITICAL ACTIVITY

47.01 An employee may 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.

ARTICLE 48
TECHNOLOGICAL CHANGE

- 48.01 (a) In the event of a technological change which requires new or greater skills than those possessed by employees affected by the technological change, and where such employees would otherwise become redundant such employees may be given the opportunity to acquire the new skills necessitated by the technological change. Where the Employer determines that it is practical to provide such employees with additional training, there shall be no change in the wage rates of such employees during the training period.
- (b) Employees who refuse to avail of such training without giving reasons acceptable to the Employer will be laid off in accordance with the Collective Agreement.
- 48.02 Employees affected by a technological change who have not been provided with an opportunity for additional training pursuant to Clause 48.01, and who would otherwise become redundant, may be re-assigned by the Employer to other positions at the same salary level or lower. Where the re-assignment is to a position with a lower salary level, such re-assignment shall be undertaken in accordance with the involuntary demotion procedure. Employees who refuse to avail of a re-assignment to a position at the same salary level without giving reasons acceptable to the Employer will be required to resign their positions. Employees who refuse to avail of a re-assignment to a position at a lower salary level will be deemed to have given notice of layoff effective the date that the re-assignment was offered by the Employer
- 48.03 Employees affected by a technological change who have not been provided with an opportunity for additional training pursuant to Clause 48.01, who have not been re-assigned pursuant to Clause 48.02 and who would otherwise become redundant, will be given notice of layoff. An employee who is laid off by the Employer in accordance with this Clause and exercises bumping privileges pursuant to Clause 18.04 (a) will have his/her salary in the new classification determined in accordance with involuntary demotion procedure.

**ARTICLE 49
CLASSIFICATION**

- *49.01 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 Compensation Division of the Human Resource Secretariat.

**ARTICLE 50
JOB DESCRIPTION**

- 50.01 Upon written request by the Union, the Employer will supply a copy of any job description of a bargaining unit position to the Union.

**ARTICLE 51
ADVANCE NOTICE**

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

**ARTICLE 52
CRIMINAL OR LEGAL LIABILITY**

- 52.01 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 53
AMENDMENT BY MUTUAL CONSENT**

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

**ARTICLE 54
DURATION OF AGREEMENT**

- *54.01 Subject to Clause 54.04, this Agreement shall be effective from the date of signing and shall remain in full force and effect until March 31, 2016.
- 54.02 Either of the parties to this Agreement, may within the seven (7) month period immediately prior to the expiration date of this Agreement issue notice of its desire to terminate the Agreement or request negotiations for the renewal or revision of the Agreement to commence within thirty (30) days of receipt of notice.
- 54.03 During the course of negotiations, this Agreement shall remain in full force.
- 54.04 All changes to the Agreement shall be effective the date of signing, except as otherwise specified.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 18th day of November, 2013.

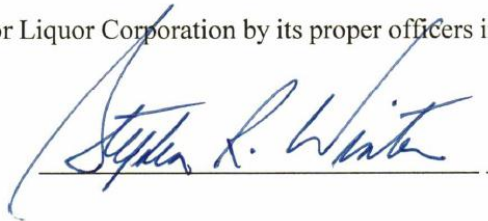
SIGNED on behalf of Treasury Board representing Her Majesty the Queen in Right of Newfoundland and Labrador by the Honourable Thomas W. Marshall, Q.C., President of Treasury Board, in the presence of the witness hereto subscribing:


Witness



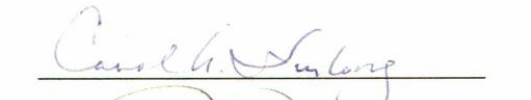
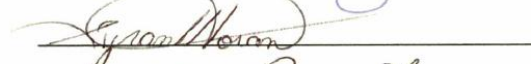

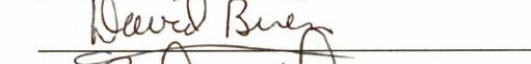
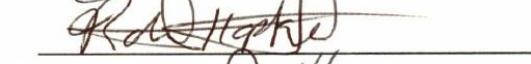

SIGNED on behalf of the Newfoundland Labrador Liquor Corporation by its proper officers in the presence of the witness hereto subscribing:


Witness



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


Witness

**SCHEDULE A
CLASIFICATION LIST**

CLASSIFICATION	<u>SPEC#</u>	<u>SALARY LEVEL</u>
ACCOUNTING CLERK I	0205	NLC-21
ACCOUNTING CLERK II	0206	NLC-24
BUYER II	0414	NLC-28
CLERK II	0016	NLC-21
CLERK III	0017	NLC-22
CLERK IV	0018	NLC-27
CLERK STENOGRAPHER III	0027	NLC-24
CLERK TYPIST (NLC)	0013	NLC-21
CLERK TYPIST II	0021	NLC-21
CLERK TYPIST III	0022	NLC-24
COMPUTER SUPPORT TECHNICIAN	0899	NLC-28
DATA CONTROL CLERK	0898	NLC-22
DEPARTMENTAL PROGRAMME CO-ORIDNATOR	0504	NLC-34
GRAPHICS ARTIST	0819	NLC-27
LIGHT EQUIPMENT OPERATOR	8003	NLC-16
LIQUOR BLENDER I	8653	NLC-20
LIQUOR BLENDER II	8657	NLC-22
LIQUOR SALES CLERK	0453	NLC-19
LIQUOR ESTABLISHMENT INSPECTOR	1430	NLC-30
LIQUOR WAREHOUSE WORKER	8650	NLC-19

OFFSET PRESS OPERATOR I	8566	NLC-20
PRODUCTION LINE WORKER (NLC)	0462	NLC-17
SENIOR LIQUOR SALES CLERK	0463	NLC-21
TRADES WORKER I	8111	NLC-24
TRADES WORKER II	8112	NLC-26
TRADES WORKER III	8113	NLC-28

**SCHEDULE A
SALARY IMPLEMENTATION FORMULA**

April 1, 2012 – 0%

April 1, 2013 - \$1,400 bonus pro-rated using the previous 12 months from the date of signing.

April 1, 2014 – 2%

April 1, 2015 - 3%

**NEWFOUNDLAND LABRADOR LIQUOR CORPORATION
SALARY SCALES**

EFFECTIVE APRIL 1, 2012

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
NLC-15	Annual	30,230.00	31,286.00	32,360.00
	Bi-Weekly	1,162.70	1,203.30	1,244.60
	Hourly	16.61	17.19	17.78
NLC-16	Annual	30,612.00	31,759.00	32,833.00
	Bi-Weekly	1,177.40	1,221.50	1,262.80
	Hourly	16.82	17.45	18.04
NLC-17	Annual	31,122.00	32,287.00	33,415.00
	Bi-Weekly	1,197.00	1,241.80	1,285.20
	Hourly	17.10	17.74	18.36
NLC-18	Annual	31,431.00	32,669.00	33,888.00
	Bi-Weekly	1,208.90	1,256.50	1,303.40
	Hourly	17.27	17.95	18.62
NLC-19	Annual	32,087.00	33,342.00	34,707.00
	Bi-Weekly	1,234.10	1,282.40	1,334.90
	Hourly	17.63	18.32	19.07
NLC-20	Annual	32,778.00	34,107.00	35,454.00
	Bi-Weekly	1,260.70	1,311.80	1,363.60
	Hourly	18.01	18.74	19.48
NLC-21	Annual	33,288.00	34,798.00	36,254.00
	Bi-Weekly	1,280.30	1,338.40	1,394.40
	Hourly	18.29	19.12	19.92
NLC-22	Annual	33,925.00	35,526.00	37,183.00
	Bi-Weekly	1,304.80	1,366.40	1,430.10
	Hourly	18.64	19.52	20.43
NLC-23	Annual	34,635.00	36,291.00	38,020.00
	Bi-Weekly	1,332.10	1,395.80	1,462.30
	Hourly	19.03	19.94	20.89
NLC-24	Annual	35,890.00	37,710.00	39,530.00
	Bi-Weekly	1,380.40	1,450.40	1,520.40
	Hourly	19.72	20.72	21.72
NLC-25	Annual	37,255.00	39,185.00	41,132.00
	Bi-Weekly	1,432.90	1,507.10	1,582.00
	Hourly	20.47	21.53	22.60
NLC-26	Annual	38,548.00	40,586.00	42,624.00
	Bi-Weekly	1,482.60	1,561.00	1,639.40
	Hourly	21.18	22.30	23.42

EFFECTIVE APRIL 1, 2012

NLC-27	Annual	39,967.00	42,060.00	44,226.00
	Bi-Weekly	1,537.20	1,617.70	1,701.00
	Hourly	21.96	23.11	24.30
NLC-28	Annual	41,387.00	43,607.00	45,864.00
	Bi-Weekly	1,591.80	1,677.20	1,764.00
	Hourly	22.74	23.96	25.20
NLC-29	Annual	42,479.00	44,772.00	47,174.00
	Bi-Weekly	1,633.80	1,722.00	1,814.40
	Hourly	23.34	24.60	25.92
NLC-30	Annual	43,625.00	46,082.00	48,448.00
	Bi-Weekly	1,677.90	1,772.40	1,863.40
	Hourly	23.97	25.32	26.62
NLC-31	Annual	45,282.00	47,757.00	50,305.00
	Bi-Weekly	1,741.60	1,836.80	1,934.80
	Hourly	24.88	26.24	27.64
NLC-32	Annual	46,719.00	49,340.00	51,943.00
	Bi-Weekly	1,796.90	1,897.70	1,997.80
	Hourly	25.67	27.11	28.54
NLC-33	Annual	48,248.00	50,905.00	53,672.00
	Bi-Weekly	1,855.70	1,957.90	2,064.30
	Hourly	26.51	27.97	29.49
NLC-34	Annual	49,850.00	52,671.00	55,546.00
	Bi-Weekly	1,917.30	2,025.80	2,136.40
	Hourly	27.39	28.94	30.52
NLC-35	Annual	51,670.00	54,691.00	57,658.00
	Bi-Weekly	1,987.30	2,103.50	2,217.60
	Hourly	28.39	30.05	31.68
NLC-36	Annual	53,672.00	56,802.00	59,896.00
	Bi-Weekly	2,064.30	2,184.70	2,303.70
	Hourly	29.49	31.21	32.91
NLC-37	Annual	55,583.00	58,822.00	62,080.00
	Bi-Weekly	2,137.80	2,262.40	2,387.70
	Hourly	30.54	32.32	34.11
NLC-38	Annual	57,603.00	60,934.00	64,264.00
	Bi-Weekly	2,215.50	2,343.60	2,471.70
	Hourly	31.65	33.48	35.31
NLC-39	Annual	59,532.00	63,045.00	66,612.00
	Bi-Weekly	2,289.70	2,424.80	2,562.00
	Hourly	32.71	34.64	36.60

EFFECTIVE APRIL 1, 2012

NLC-40	Annual	61,443.00	65,138.00	68,741.00
	Bi-Weekly	2,363.20	2,505.30	2,643.90
	Hourly	33.76	35.79	37.77
NLC-41	Annual	62,917.00	68,578.00	74,183.00
	Bi-Weekly	2,419.90	2,637.60	2,853.20
	Hourly	34.57	37.68	40.76
NLC-42	Annual	64,537.00	70,288.00	76,058.00
	Bi-Weekly	2,482.20	2,703.40	2,925.30
	Hourly	35.46	38.62	41.79
NLC-43	Annual	66,976.00	72,964.00	78,970.00
	Bi-Weekly	2,576.00	2,806.30	3,037.30
	Hourly	36.80	40.09	43.39
NLC-44	Annual	69,397.00	75,694.00	81,864.00
	Bi-Weekly	2,669.10	2,911.30	3,148.60
	Hourly	38.13	41.59	44.98

**NEWFOUNDLAND LABRADOR LIQUOR CORPORATION
SALARY SCALES**

EFFECTIVE APRIL 1, 2013

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
NLC-15	Annual	30,230.00	31,286.00	32,360.00
	Bi-Weekly	1,162.70	1,203.30	1,244.60
	Hourly	16.61	17.19	17.78
NLC-16	Annual	30,612.00	31,759.00	32,833.00
	Bi-Weekly	1,177.40	1,221.50	1,262.80
	Hourly	16.82	17.45	18.04
NLC-17	Annual	31,122.00	32,287.00	33,415.00
	Bi-Weekly	1,197.00	1,241.80	1,285.20
	Hourly	17.10	17.74	18.36
NLC-18	Annual	31,431.00	32,669.00	33,888.00
	Bi-Weekly	1,208.90	1,256.50	1,303.40
	Hourly	17.27	17.95	18.62
NLC-19	Annual	32,087.00	33,342.00	34,707.00
	Bi-Weekly	1,234.10	1,282.40	1,334.90
	Hourly	17.63	18.32	19.07
NLC-20	Annual	32,778.00	34,107.00	35,454.00
	Bi-Weekly	1,260.70	1,311.80	1,363.60
	Hourly	18.01	18.74	19.48
NLC-21	Annual	33,288.00	34,798.00	36,254.00
	Bi-Weekly	1,280.30	1,338.40	1,394.40
	Hourly	18.29	19.12	19.92
NLC-22	Annual	33,925.00	35,526.00	37,183.00
	Bi-Weekly	1,304.80	1,366.40	1,430.10
	Hourly	18.64	19.52	20.43
NLC-23	Annual	34,635.00	36,291.00	38,020.00
	Bi-Weekly	1,332.10	1,395.80	1,462.30
	Hourly	19.03	19.94	20.89
NLC-24	Annual	35,890.00	37,710.00	39,530.00
	Bi-Weekly	1,380.40	1,450.40	1,520.40
	Hourly	19.72	20.72	21.72
NLC-25	Annual	37,255.00	39,185.00	41,132.00
	Bi-Weekly	1,432.90	1,507.10	1,582.00
	Hourly	20.47	21.53	22.60
NLC-26	Annual	38,548.00	40,586.00	42,624.00
	Bi-Weekly	1,482.60	1,561.00	1,639.40
	Hourly	21.18	22.30	23.42

EFFECTIVE APRIL 1, 2013

NLC-27	Annual	39,967.00	42,060.00	44,226.00
	Bi-Weekly	1,537.20	1,617.70	1,701.00
	Hourly	21.96	23.11	24.30
NLC-28	Annual	41,387.00	43,607.00	45,864.00
	Bi-Weekly	1,591.80	1,677.20	1,764.00
	Hourly	22.74	23.96	25.20
NLC-29	Annual	42,479.00	44,772.00	47,174.00
	Bi-Weekly	1,633.80	1,722.00	1,814.40
	Hourly	23.34	24.60	25.92
NLC-30	Annual	43,625.00	46,082.00	48,448.00
	Bi-Weekly	1,677.90	1,772.40	1,863.40
	Hourly	23.97	25.32	26.62
NLC-31	Annual	45,282.00	47,757.00	50,305.00
	Bi-Weekly	1,741.60	1,836.80	1,934.80
	Hourly	24.88	26.24	27.64
NLC-32	Annual	46,719.00	49,340.00	51,943.00
	Bi-Weekly	1,796.90	1,897.70	1,997.80
	Hourly	25.67	27.11	28.54
NLC-33	Annual	48,248.00	50,905.00	53,672.00
	Bi-Weekly	1,855.70	1,957.90	2,064.30
	Hourly	26.51	27.97	29.49
NLC-34	Annual	49,850.00	52,671.00	55,546.00
	Bi-Weekly	1,917.30	2,025.80	2,136.40
	Hourly	27.39	28.94	30.52
NLC-35	Annual	51,670.00	54,691.00	57,658.00
	Bi-Weekly	1,987.30	2,103.50	2,217.60
	Hourly	28.39	30.05	31.68
NLC-36	Annual	53,672.00	56,802.00	59,896.00
	Bi-Weekly	2,064.30	2,184.70	2,303.70
	Hourly	29.49	31.21	32.91
NLC-37	Annual	55,583.00	58,822.00	62,080.00
	Bi-Weekly	2,137.80	2,262.40	2,387.70
	Hourly	30.54	32.32	34.11
NLC-38	Annual	57,603.00	60,934.00	64,264.00
	Bi-Weekly	2,215.50	2,343.60	2,471.70
	Hourly	31.65	33.48	35.31
NLC-39	Annual	59,532.00	63,045.00	66,612.00
	Bi-Weekly	2,289.70	2,424.80	2,562.00
	Hourly	32.71	34.64	36.60
NLC-40	Annual	61,443.00	65,138.00	68,741.00
	Bi-Weekly	2,363.20	2,505.30	2,643.90
	Hourly	33.76	35.79	37.77

EFFECTIVE APRIL 1, 2013

NLC-41	Annual	62,917.00	68,578.00	74,183.00
	Bi-Weekly	2,419.90	2,637.60	2,853.20
	Hourly	34.57	37.68	40.76

NLC-42	Annual	64,537.00	70,288.00	76,058.00
	Bi-Weekly	2,482.20	2,703.40	2,925.30
	Hourly	35.46	38.62	41.79
NLC-43	Annual	66,976.00	72,964.00	78,970.00
	Bi-Weekly	2,576.00	2,806.30	3,037.30
	Hourly	36.80	40.09	43.39
NLC-44	Annual	69,397.00	75,694.00	81,864.00
	Bi-Weekly	2,669.10	2,911.30	3,148.60
	Hourly	38.13	41.59	44.98

**NEWFOUNDLAND LABRADOR LIQUOR CORPORATION
SALARY SCALES**

EFFECTIVE APRIL 1, 2014

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
NLC-15	Annual	30,830.80	31,904.60	33,014.80
	Bi-Weekly	1,185.80	1,227.10	1,269.80
	Hourly	16.94	17.53	18.14
NLC-16	Annual	31,231.20	32,396.00	33,488.00
	Bi-Weekly	1,201.20	1,246.00	1,288.00
	Hourly	17.16	17.80	18.40
NLC-17	Annual	31,740.80	32,923.80	34,088.60
	Bi-Weekly	1,220.80	1,266.30	1,311.10
	Hourly	17.44	18.09	18.73
NLC-18	Annual	32,068.40	33,324.20	34,561.80
	Bi-Weekly	1,233.40	1,281.70	1,329.30
	Hourly	17.62	18.31	18.99
NLC-19	Annual	32,723.60	34,015.80	35,399.00
	Bi-Weekly	1,258.60	1,308.30	1,361.50
	Hourly	17.98	18.69	19.45
NLC-20	Annual	33,433.40	34,780.20	36,163.40
	Bi-Weekly	1,285.90	1,337.70	1,390.90
	Hourly	18.37	19.11	19.87
NLC-21	Annual	33,961.20	35,490.00	36,982.40
	Bi-Weekly	1,306.20	1,365.00	1,422.40
	Hourly	18.66	19.50	20.32
NLC-22	Annual	34,598.20	36,236.20	37,928.80
	Bi-Weekly	1,330.70	1,393.70	1,458.80
	Hourly	19.01	19.91	20.84
NLC-23	Annual	35,326.20	37,018.80	38,784.20
	Bi-Weekly	1,358.70	1,423.80	1,491.70
	Hourly	19.41	20.34	21.31

EFFECTIVE APRIL 1, 2014

NLC-24	Annual	36,600.20	38,456.60	40,313.00
	Bi-Weekly	1,407.70	1,479.10	1,550.50
	Hourly	20.11	21.13	22.15
NLC-25	Annual	38,001.60	39,967.20	41,951.00
	Bi-Weekly	1,461.60	1,537.20	1,613.50
	Hourly	20.88	21.96	23.05
NLC-26	Annual	39,312.00	41,405.00	43,479.80
	Bi-Weekly	1,512.00	1,592.50	1,672.30
	Hourly	21.60	22.75	23.89
NLC-27	Annual	40,768.00	42,897.40	45,117.80
	Bi-Weekly	1,568.00	1,649.90	1,735.30
	Hourly	22.40	23.57	24.79
NLC-28	Annual	42,205.80	44,480.80	46,774.00
	Bi-Weekly	1,623.30	1,710.80	1,799.00
	Hourly	23.19	24.44	25.70
NLC-29	Annual	43,334.20	45,663.80	48,120.80
	Bi-Weekly	1,666.70	1,756.30	1,850.80
	Hourly	23.81	25.09	26.44
NLC-30	Annual	44,499.00	47,010.60	49,413.00
	Bi-Weekly	1,711.50	1,808.10	1,900.50
	Hourly	24.45	25.83	27.15
NLC-31	Annual	46,191.60	48,703.20	51,305.80
	Bi-Weekly	1,776.60	1,873.20	1,973.30
	Hourly	25.38	26.76	28.19
NLC-32	Annual	47,647.60	50,323.00	52,980.20
	Bi-Weekly	1,832.60	1,935.50	2,037.70
	Hourly	26.18	27.65	29.11
NLC-33	Annual	49,212.80	51,924.60	54,745.60
	Bi-Weekly	1,892.80	1,997.10	2,105.60
	Hourly	27.04	28.53	30.08

EFFECTIVE APRIL 1, 2014

NLC-34	Annual	50,850.80	53,726.40	56,656.60
	Bi-Weekly	1,955.80	2,066.40	2,179.10
	Hourly	27.94	29.52	31.13
NLC-35	Annual	52,707.20	55,783.00	58,804.20
	Bi-Weekly	2,027.20	2,145.50	2,261.70
	Hourly	28.96	30.65	32.31
NLC-36	Annual	54,745.60	57,930.60	61,097.40
	Bi-Weekly	2,105.60	2,228.10	2,349.90
	Hourly	30.08	31.83	33.57
NLC-37	Annual	56,693.00	60,005.40	63,317.80
	Bi-Weekly	2,180.50	2,307.90	2,435.30
	Hourly	31.15	32.97	34.79
NLC-38	Annual	58,749.60	62,153.00	65,556.40
	Bi-Weekly	2,259.60	2,390.50	2,521.40
	Hourly	32.28	34.15	36.02
NLC-39	Annual	60,715.20	64,300.60	67,940.60
	Bi-Weekly	2,335.20	2,473.10	2,613.10
	Hourly	33.36	35.33	37.33
NLC-40	Annual	62,680.80	66,448.20	70,124.60
	Bi-Weekly	2,410.80	2,555.70	2,697.10
	Hourly	34.44	36.51	38.53
NLC-41	Annual	64,173.20	69,942.60	75,675.60
	Bi-Weekly	2,468.20	2,690.10	2,910.60
	Hourly	35.26	38.43	41.58
NLC-42	Annual	65,829.40	71,689.80	77,586.60
	Bi-Weekly	2,531.90	2,757.30	2,984.10
	Hourly	36.17	39.39	42.63
NLC-43	Annual	68,322.80	74,419.80	80,553.20
	Bi-Weekly	2,627.80	2,862.30	3,098.20
	Hourly	37.54	40.89	44.26

EFFECTIVE APRIL 1, 2014

NLC-44	Annual	70,779.80	77,204.40	83,501.60
	Bi-Weekly	2,722.30	2,969.40	3,211.60
	Hourly	38.89	42.42	45.88

**NEWFOUNDLAND LABRADOR LIQUOR CORPORATION
SALARY SCALES**

EFFECTIVE APRIL 1, 2015

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
NLC-15	Annual	31,759.00	32,869.20	33,997.60
	Bi-Weekly	1,221.50	1,264.20	1,307.60
	Hourly	17.45	18.06	18.68
NLC-16	Annual	32,159.40	33,360.60	34,489.00
	Bi-Weekly	1,236.90	1,283.10	1,326.50
	Hourly	17.67	18.33	18.95
NLC-17	Annual	32,687.20	33,906.60	35,107.80
	Bi-Weekly	1,257.20	1,304.10	1,350.30
	Hourly	17.96	18.63	19.29
NLC-18	Annual	33,033.00	34,325.20	35,599.20
	Bi-Weekly	1,270.50	1,320.20	1,369.20
	Hourly	18.15	18.86	19.56
NLC-19	Annual	33,706.40	35,035.00	36,454.60
	Bi-Weekly	1,296.40	1,347.50	1,402.10
	Hourly	18.52	19.25	20.03
NLC-20	Annual	34,434.40	35,817.60	37,255.40
	Bi-Weekly	1,324.40	1,377.60	1,432.90
	Hourly	18.92	19.68	20.47
NLC-21	Annual	34,980.40	36,563.80	38,092.60
	Bi-Weekly	1,345.40	1,406.30	1,465.10
	Hourly	19.22	20.09	20.93
NLC-22	Annual	35,635.60	37,328.20	39,075.40
	Bi-Weekly	1,370.60	1,435.70	1,502.90
	Hourly	19.58	20.51	21.47
NLC-23	Annual	36,381.80	38,129.00	39,949.00
	Bi-Weekly	1,399.30	1,466.50	1,536.50
	Hourly	19.99	20.95	21.95

EFFECTIVE APRIL 1, 2015

NLC-24	Annual	37,692.20	39,603.20	41,514.20
	Bi-Weekly	1,449.70	1,523.20	1,596.70
	Hourly	20.71	21.76	22.81
NLC-25	Annual	39,148.20	41,168.40	43,206.80
	Bi-Weekly	1,505.70	1,583.40	1,661.80
	Hourly	21.51	22.62	23.74
NLC-26	Annual	40,495.00	42,642.60	44,790.20
	Bi-Weekly	1,557.50	1,640.10	1,722.70
	Hourly	22.25	23.43	24.61
NLC-27	Annual	41,987.40	44,189.60	46,464.60
	Bi-Weekly	1,614.90	1,699.60	1,787.10
	Hourly	23.07	24.28	25.53
NLC-28	Annual	43,479.80	45,809.40	48,175.40
	Bi-Weekly	1,672.30	1,761.90	1,852.90
	Hourly	23.89	25.17	26.47
NLC-29	Annual	44,626.40	47,028.80	49,558.60
	Bi-Weekly	1,716.40	1,808.80	1,906.10
	Hourly	24.52	25.84	27.23
NLC-30	Annual	45,827.60	48,412.00	50,887.20
	Bi-Weekly	1,762.60	1,862.00	1,957.20
	Hourly	25.18	26.60	27.96
NLC-31	Annual	47,574.80	50,159.20	52,852.80
	Bi-Weekly	1,829.80	1,929.20	2,032.80
	Hourly	26.14	27.56	29.04
NLC-32	Annual	49,085.40	51,833.60	54,563.60
	Bi-Weekly	1,887.90	1,993.60	2,098.60
	Hourly	26.97	28.48	29.98
NLC-33	Annual	50,687.00	53,489.80	56,383.60
	Bi-Weekly	1,949.50	2,057.30	2,168.60
	Hourly	27.85	29.39	30.98
NLC-34	Annual	52,379.60	55,346.20	58,349.20
	Bi-Weekly	2,014.60	2,128.70	2,244.20
	Hourly	28.78	30.41	32.06

EFFECTIVE APRIL 1, 2015

NLC-35	Annual	54,290.60	57,457.40	60,569.60
	Bi-Weekly	2,088.10	2,209.90	2,329.60
	Hourly	29.83	31.57	33.28
NLC-36	Annual	56,383.60	59,659.60	62,935.60
	Bi-Weekly	2,168.60	2,294.60	2,420.60
	Hourly	30.98	32.78	34.58
NLC-37	Annual	58,385.60	61,807.20	65,210.60
	Bi-Weekly	2,245.60	2,377.20	2,508.10
	Hourly	32.08	33.96	35.83
NLC-38	Annual	60,515.00	64,009.40	67,522.00
	Bi-Weekly	2,327.50	2,461.90	2,597.00
	Hourly	33.25	35.17	37.10
NLC-39	Annual	62,535.20	66,229.80	69,979.00
	Bi-Weekly	2,405.20	2,547.30	2,691.50
	Hourly	34.36	36.39	38.45
NLC-40	Annual	64,555.40	68,450.20	72,235.80
	Bi-Weekly	2,482.90	2,632.70	2,778.30
	Hourly	35.47	37.61	39.69
NLC-41	Annual	66,102.40	72,035.60	77,950.60
	Bi-Weekly	2,542.40	2,770.60	2,998.10
	Hourly	36.32	39.58	42.83
NLC-42	Annual	67,813.20	73,837.40	79,916.20
	Bi-Weekly	2,608.20	2,839.90	3,073.70
	Hourly	37.26	40.57	43.91
NLC-43	Annual	70,379.40	76,658.40	82,973.80
	Bi-Weekly	2,706.90	2,948.40	3,191.30
	Hourly	38.67	42.12	45.59
NLC-44	Annual	72,909.20	79,515.80	86,013.20
	Bi-Weekly	2,804.20	3,058.30	3,308.20
	Hourly	40.06	43.69	47.26

COMMON GRID
Effective April 15, 2015

	STEP 1	STEP 2	STEP 3
CG-08	\$16.41	\$16.95	\$17.48
CG-09	\$16.55	\$17.09	\$17.58
CG-10	\$16.67	\$17.18	\$17.73
CG-11	\$16.76	\$17.32	\$17.88
CG-12	\$16.94	\$17.50	\$18.01
CG-13	\$17.09	\$17.65	\$18.24
CG-14	\$17.25	\$17.85	\$18.45
CG-15	\$17.48	\$18.08	\$18.69
CG-16	\$17.67	\$18.33	\$18.93
CG-17	\$17.96	\$18.65	\$19.31
CG-18	\$18.15	\$18.85	\$19.56
CG-19	\$18.52	\$19.27	\$19.99
CG-20	\$18.88	\$19.68	\$20.48
CG-21	\$19.22	\$20.06	\$20.94
CG-22	\$19.58	\$20.49	\$21.47
CG-23	\$19.98	\$20.95	\$21.95
CG-24	\$20.71	\$21.75	\$22.81
CG-25	\$21.53	\$22.62	\$23.74
CG-26	\$22.23	\$23.43	\$24.61
CG-27	\$23.07	\$24.28	\$25.53
CG-28	\$23.89	\$25.17	\$26.47
CG-29	\$24.52	\$25.84	\$27.23
CG-30	\$25.18	\$26.60	\$27.96
CG-31	\$26.14	\$27.56	\$29.04
CG-32	\$26.97	\$28.48	\$29.98
CG-33	\$27.85	\$29.39	\$30.98
CG-34	\$28.78	\$30.41	\$32.06
CG-35	\$29.83	\$31.57	\$33.28
CG-36	\$30.98	\$32.78	\$34.58
CG-37	\$32.08	\$33.96	\$35.83
CG-38	\$33.25	\$35.17	\$37.10
CG-39	\$34.36	\$36.39	\$38.45
CG-40	\$35.47	\$37.61	\$39.69
CG-41	\$36.32	\$39.58	\$42.83
CG-42	\$37.26	\$40.57	\$43.91
CG-43	\$38.67	\$42.12	\$45.59
CG-44	\$40.06	\$43.69	\$47.26
CG-45	\$41.47	\$45.26	\$48.98
CG-46	\$43.25	\$47.20	\$51.12

SCHEDULE "B"



Labrador Benefits Agreement

Between

Her Majesty The Queen
In Right of Newfoundland
(Represented Herein by the Treasury Board)

College of the North Atlantic

Municipal Assessment Agency Inc.

The Newfoundland and Labrador Health Boards Association

Newfoundland and Labrador Housing Corporation

Newfoundland and Labrador School Boards Association

Newfoundland Liquor Corporation

And

Canadian Union of Public Employees

Newfoundland & Labrador Association of Public & Private Employees

Newfoundland and Labrador Nurses Union

Newfoundland and Labrador Teachers Association

Royal Newfoundland Constabulary Association

Signed: Feb 3, 2012

Expires: March 31, 2013

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ARTICLE 1**SCOPE**

- *1.1 This Agreement is applicable to all employees in Labrador whose Employers are signatory to this agreement, represented by the Canadian Union of Public Employees, the Newfoundland and Labrador Association of Public & Private Employees, the Newfoundland and Labrador Nurses Union, the Newfoundland and Labrador Teachers Association and the Royal Newfoundland Constabulary Association. 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, 2009 and shall remain in full force and effect until March 31, 2013. 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. At the request of either party negotiations shall commence six (6) months prior to the expiry date of this agreement.

ARTICLE 3**LABRADOR ALLOWANCE**

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

	LABRADOR ALLOWANCE		
	DATE	SINGLE	DEPENDENT
GROUP 1	1-Apr-09	2650	5300
	1-Apr-10	2750	5500
	1-Apr-11	2825	5650
	1-Apr-12	2825	5650
GROUP 2	1-Apr-09	3070	6130
	1-Apr-10	3185	6360
	1-Apr-11	3270	6530
	1-Apr-12	3270	6530
GROUP 3	1-Apr-09	3210	6395
	1-Apr-10	3330	6635
	1-Apr-11	3420	6815
	1-Apr-12	3420	6815

In the case of spouses who are both employed by Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, 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 paid to 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).

TRAVEL ALLOWANCE			
	DATE	EMPLOYEE	DEPENDENT
GROUP 1	1-Apr-09	825	625
	1-Apr-10	825	625
	1-Apr-11	825	625
	1-Apr-12	875	675
GROUP 2	1-Apr-09	875	675
	1-Apr-10	875	675
	1-Apr-11	875	675
	1-Apr-12	925	725
GROUP 3	1-Apr-09	925	725
	1-Apr-10	925	725
	1-Apr-11	925	725
	1-Apr-12	975	775

- 4.2 (a) This allowance shall be paid to employees in the first pay period following April 15 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. The amount of travel allowance to be paid shall be based on the number of dependents on the date of application of the allowance.
- (b) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 4.2 (a) based on his/her hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.

- 4.3 (a) For the purpose of calculating this benefit the following leaves shall be considered as hours of work:
- (i) Maternity Leave/Parental Leave/Adoption Leave
 - (ii) Injury-on-Duty/Worker's Compensation Leave
 - (iii) Paid Leaves
 - (iv) Any other period of unpaid leave for which the employee is eligible to accrue service under the respective collective agreement
- (b) The provisions of 4.3 (a) will not apply when the employee would otherwise have been laid off.
- (c) The provision of 4.3(a) (iv) will apply only to employees who have worked or have been credited with hours of work under 4.3(a) (i), (ii) or (iii) for a period of 20 days in the aggregate in the qualifying period.
- *4.4 In the case of spouses who are both employed Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.
- 4.5 The travel benefit available to the Royal Newfoundland Constabulary Association under their Collective Agreement and to teachers under Article 25 of the NLTA Labrador West Collective Agreement shall continue to apply except in cases where Article 4 of this joint agreement provides a greater benefit. E.g. Members of the RNCA 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 RNCA collective agreement, members of the RNCA shall also receive the dependent benefit under the joint agreement.

ARTICLE 5

LEAVE

- *5.1 Employees covered by this agreement shall receive three (3) non-cumulative, paid leave days in the aggregate per year. This leave will only be utilized when the employee is delayed from returning to the community due to interruptions to a transportation service occurring within Labrador. This article shall also apply where there has been an interruption to a transportation service occurring at the last departure point directly to Labrador.

ARTICLE 6

EXISTING GREATER BENEFITS

- 6.1 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 7

DEFINITIONS

- 7.1 **Dependent** - for the purpose of this Agreement, dependent means a spouse, whether of the same or opposite gender, and children under 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.
- 7.2 **Spouse** – for the purpose of this agreement, spouse means an employee's husband or wife, including a common-law or same sex partner with whom the employee has lived with for more than one (1) year.

SCHEDULE A

COMMUNITY GROUPING

GROUP 1

Happy Valley/Goose Bay
North West River
Sheshatshiu
Wabush
Labrador City
Churchill Falls

GROUP 2

Red Bay
L'Anse au Loup
L'Anse au Clair
Forteau
Pinware
West St. Modest
Mud Lake
Cartwright
Mary's Harbour
Port Hope Simpson
St. Lewis
Charlottetown
Lodge Bay
Paradise River

GROUP 3

Rigolet
William's Harbour
Norman's Bay
Black Tickle
Pinsent's Arm
Makkovik
Postville
Hopedale
Davis Inlet/Natuashish
Nain

MEMORANDUM OF UNDERSTANDING**RE: Nurses Committee**

The parties acknowledge that the Newfoundland and Labrador Nurses' Union (NLNU) have indicated that they have issues of concern unique to Nurses who live and work in Labrador and that the NLNU will attempt to address these concerns through a committee which will be established subsequent to these negotiations.

MEMORANDUM OF UNDERSTANDING**Re: Labrador Benefits Agreement - Interpretation**

In an effort to clarify the interpretation of certain items contained in the Labrador Benefits Agreement the parties agree to the following:

- 1) The Travel Allowance (Article 4) shall be paid out during the pay period following April 15th at the rate in effect on April 15th of the year in which the allowance is to be paid.
- 2) Article 4.2(b) refers to employees who terminate employment, (i.e. are not on layoff status and do not have recall rights). These employees have their Travel Allowance paid out based on the hours worked in the current year and it shall be paid out at the rate in effect on the date employment is terminated.
- 3) For the purposes of Article 4.4 it is agreed that an employee may refuse to claim the employee benefit if it is to their benefit to have their spouse claim them as a dependant. Employees who exercise this option will not be entitled to any portion of the Employee Travel Allowance. It is incumbent on the employee to communicate this choice to their respective Employer(s).
- 4) For the purpose of clarification, it is agreed that an employee's community grouping is determined by the location of his/her headquarters.
- 5) Notwithstanding item #4 above, the following employees shall be entitled, on a without prejudice basis, to the rates applicable to Mud Lake as long as they remain within the employ of their current Employer and continue to permanently reside in Mud Lake:
 - i) Craig Chaulk Labrador Correctional Centre, Dept. of Justice
 - ii) Vyann Kerby Health Labrador Corporation

This agreement is effective from April 1, 2005 and shall expire upon the renewal of the Labrador Benefits Agreement expiring March 31, 2009.


*6) For the purposes of clarification and in accordance with Article 3.1 (Labrador Allowance), Article 4.1 (Travel Allowance) and Article 9.1 (Definitions), benefits are applicable for the fiscal year (April 1 to March 31) in which a dependent reaches 18 years of age or 24 years of age, if the dependent is in full time attendance at a school or post-secondary institution. Full time attendance shall be determined by the educational institution in which a dependent is registered.

For example:

If a dependent reaches 18 years of age on January 1, 2011 and is no longer enrolled as a full time student in a post secondary institution, they would be eligible for the travel benefit payable April 15, 2011.



BERT BLUNDON
On behalf of the Unions



SARAH ANTHONY
On Behalf of the Employers

December 22, 2011
Date

January 19, 2012
Date

Mr. Don Ash
Assistant Executive Director
Newfoundland and Labrador
Teachers' Association
3 Kenmount Road
St. John's, NF
A1B 1W1

Dear Mr. Ash:

This letter is to confirm that for teachers in Labrador, the payment of the travel allowance provided under Article 4 - Travel Allowance, of the Joint Agreement on Labrador Benefits shall be calculated for the school year, September to June, but shall be paid in accordance with the provisions of Article 4 of the Joint Agreement.

Yours truly,



SARAH ANTHONY
Chief Negotiator
Collective Bargaining Division

Original letter dated December 20, 1999

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 Tom Marshall, President of Treasury Board, in the presence of the witness hereto subscribing:

Heather Connors
Witness

Tom Marshall
President of Treasury Board

SIGNED on behalf of the College of the North Atlantic

Giselle Borden
Witness

Ann Marie Vaughan
College of the North Atlantic

SIGNED on behalf of The Newfoundland and Labrador Health Boards Association

Elizabeth Lane
Witness

P. Saward
NLHBA

SIGNED on behalf of the Newfoundland and Labrador Housing Corporation

Margaret Gaulin
Witness

Ken Sumner
NLHC

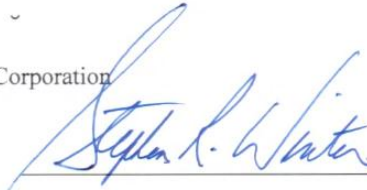
SIGNED on behalf of the Newfoundland and Labrador School Boards' Association

Bronda Pinto
Witness

Bronda Pinto
NLSBA


SIGNED on behalf of the Newfoundland Liquor Corporation


Witness



Newfoundland Liquor Corporation

SIGNED on behalf of the Municipal Assessment Agency


Witness


Municipal Assessment Agency


SIGNED on behalf of the Canadian Union of Public Employees


Witness


CUPE


SIGNED on behalf of the Newfoundland and Labrador Nurses' Union


Witness

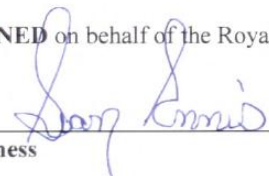

NLNU

SIGNED on the Newfoundland and Labrador Teachers' Association


Witness


NLTA

SIGNED on behalf of the Royal Newfoundland Constabulary Association



Witness


RNCA

SIGNED on behalf of the Newfoundland & Labrador Association of Public and Private Employees



Witness



NAPE

SCHEDULE C

NUMBER OF WEEKS OF NOTICE OF TERMINATION
(OR 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 - <6Years	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 D

AGREEMENTS (NAPE)

Air Services
College of the North Atlantic Support Staff
College of the North Atlantic Faculty
Gander and District Continuing Care
General Service
Group Homes
Health Professionals
Hospital Support Staff
Lab & X-Ray
Maintenance and Operational Services
Marine Service Workers
Workplace Health, Safety and Compensation Commission
Ushers

Agreements (CUPE)

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

SCHEDULE E**FORMER NEWFOUNDLAND LIQUOR
LICENSING BOARD EMPLOYEES**

As conveyed in the original May 21, 1992 Transition Agreement, the provisions of the Newfoundland Labrador Liquor Corporation (NLC) agreement shall apply to the former Newfoundland Liquor Licensing Board (NLLB) employees (Karen Vaughan and Yvonne Leshane), subject to the following:

ARTICLE 18
SENIORITY

- 18.1 (a) All former employees of the NLLB shall have their service with the NLC recognized for the purpose of determining relative seniority within their group. However, this service shall not be recognized for seniority within the NLC bargaining unit.
- (b) All former employees of the NLLB shall be placed on the seniority list of the NLC with a seniority date of April 1, 1992. Their ranking shall be determined in accordance with 18.1 (a).
- (c) Notwithstanding the provisions of clause 18.04, former employees of the NLLB who transferred to positions with the Enforcement Department, are not subject to displacement from their positions by other employees of the Corporation, provided that the former NLLB employees remain in positions with the Enforcement Department.
- (d) For job competitions in the Enforcement Department, former employees of the NLLB shall have super seniority over NLC employees.

SCHEDULE F

Memorandum of Agreement re: Liquor Establishment Inspectors (Liquor Control Inspectors) Newfoundland Labrador Liquor Corporation

1. The parties to this agreement are the Human Resource Secretariat, the Newfoundland Labrador Liquor Corporation and the Newfoundland and Labrador Association of Public and Private Employees.
2. The provisions of the governing collective agreement between the NLC and the Newfoundland and Labrador Association of Public and Private Employees shall apply to the Liquor Control Inspectors subject to the following:

- I. The provisions of Clause 9.02 shall not apply.
- II. An employee is entitled to claim an incidental expense for each night on overnight travel status as follows:

<u>Effective Date</u>	<u>Rate</u>
Date of Signing	\$5.00 per night

- II. Should an employee not have access to an employer issued cellular phone, an employee on overnight travel status shall be reimbursed for the cost of one personal long-distance telephone call, not exceeding five (5) minutes in duration, for each day the employee is on overnight travel.
- IV. (a) On receipt of invoice, reimbursement for the difference between private and business insurance.
- (b) Reimbursement of parking metre expenses incurred while on the business of the Employer, at the following rates:

<u>Effective Date</u>	<u>Rate</u>
Date of Signing	\$10.00 per week

- V. 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>
Date of Signing	\$25.00

Original signed copy of the transfer agreement is on file with the following parties:

The Newfoundland Labrador Liquor Corporation
 The Newfoundland and Labrador Association of Private and Public Employees.
 The Human Resource Secretariat.

MEMORANDUM OF UNDERSTANDING**AGREEMENT ON PENSIONS**

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

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

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

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

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

2. Government will pay \$982 Million into the Public Service Pension Plan (PSPP), with \$400 Million being paid on March 15, 2007 and the remaining balance of \$582 Million will be paid by June 30, 2007.
3. It is agreed that the payment outlined in Clause 2 above is full settlement of Government's share of the unfunded liability of the PSPP as established on December 31, 2000 and outlined in section 2 of the Memorandum of Understanding- 2004, Agreement on Pensions and there shall be no further special payments.
4. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship by April 1, 2012.

All reasonable costs of the Committee relating to professional, legal and support services shall be paid from the Pension Fund.
5. All unions representing Public Service Pension Plan members must indicate, in writing, acceptance of this proposal.
6. For the duration of the Collective Agreement the Employer agrees to maintain the Public Service Pension Plan as an independent pension plan.

MEMORANDUM OF UNDERSTANDING**CLASSIFICATION PLAN**

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

MEMORANDUM OF UNDERSTANDING-2004**HEALTH INSURANCE**

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

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

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

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

1. Employees determined to be eligible for coverage under the Atlantic Blue Cross Care Plan shall be continued for the full twelve (12) month period commencing April 1st of each year as long as they remain actively employed and pay the required premiums.
2. Temporary employees covered under this Agreement who are determined to be eligible will access group insurance programs that are currently available.
3. Premiums for these employees must be collected through payroll deductions.
4. Employees who accessed Maternity, Adoption and/or Parental Leave during the previous calendar year will be allowed to count, for eligibility purposes, the hours worked during such leave by the next senior employee in that period.
5. Premiums for employees who are off payroll for one (1) or more periods will be recovered from the next cheque unless extenuating circumstances exist. This procedure for the recovery of premiums applies only to health care groups. Existing arrangements for the recovery of premiums in other sectors shall continue for the life of that Agreement.

6. Employees who miss a payroll for reasons other than approved unpaid sick leave are required to pay 100% of the premiums.
7. Employees on unpaid sick leave are required to present supporting medical documentation to the Employer during the current pay period.
8. If necessary, a further review of the premium recovery process will occur within six (6) months of the signing of the relevant Collective Agreements.

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

9. Group Insurance Committee Membership

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

**MEMORANDUM OF
UNDERSTANDING**

Between the Newfoundland Labrador Liquor Corporation and Newfoundland Association of Public and Private Employees with respect to:

The work of employees on Christmas Eve and New Year's Eve

Where an employee is required to work beyond 2:00p.m. on Christmas Eve and 2:00p.m. on New Year's Eve, he/she shall receive compensation at the rate of double time and one-half (2½)the regular rate for each hour worked in addition to his/her regular rate of pay.

MEMORANDUM OF UNDERSTANDING

Re: Warehouse and Bottling Plant Hours of Work

Where the Corporation introduces alternative shift(s) to those contained in article 13.02, the following conditions would apply:

- The Regular Shift will continue to operate as indicated in article 13.02. An Alternate Shift will operate outside the Regular Shift hours.
- Current permanent Warehouse or Production Line Workers assigned to the Regular Shift will have the option to remain on the Regular Shift and will not be required to work the Alternate Shift, except if necessary during the initial operating of the Alternate Shift to allow for training of new staff.
- Articles 13.02 and 14.02 do not apply
- The letter of intent regarding the Closure of the Bottling Plant is not applicable to employees working alternate shifts.

MEMORANDUM OF UNDERSTANDING

Re: Summer Hours

The Corporation agrees that the practice of summer hours will be continued for those permanent full-time employees who were employed on a full time basis effective February 25, 2009. A list of the employees affected by this Memorandum of Understanding is on file with the parties.

MEMORANDUM OF UNDERSTANDING**11.5 HOUR SHIFT**

1. The parties agree that as of April 1, 2009 employees will no longer be scheduled for 11.5 hour shifts
2. Notwithstanding Clause 1 of this MOU the employer agrees that the two (2) most senior employees at the stores listed in Schedule A to this MOU who are working an 11.5 hour shift on March 31, 2009 shall continue to be scheduled for an 11.5 hour shift. Notwithstanding the foregoing sentence, the Employer and the Union may mutually agree to an alternative method to select the 24 employees to be governed by the provisions of this Memorandum of Agreement. In the event the alternative method is not agreed by February 28, 2009 the 24 employees shall be selected as described in the first sentence of this clause.
3. The employees covered under Clause 2 of this MOU are identified on a schedule held by the parties.
4. If an employee covered by Clauses 2 and 3 of this MOU vacates the 11.5 hour shift position they held on March 31, 2009 by any means the employer is no longer obliged to continue to employ an employee in the 11.5 hour shift and is not subject to the provisions of this MOU.
5. The parties agree that the following provisions related to the 11.5 hour shift and 11.5 and/or 12 hour stores deleted from the 2004-2008 collective agreement will continue to apply:
 - 9.01 (a) The work day shall be (7) seven hours per day excluding meal breaks except in twelve hour opening stores where the work day shall be 11 1/2 hours per day. The work week will be an average of (35) thirty-five hours over the course of the two week period.
 - 9.04 (a) There shall be one fifteen (15) minute break during the shift- except in stores with twelve (12) hour shift arrangements, where there shall be three ten (10) minute breaks.
 - 9.05 (a)(i) There shall be a one half(1/2) hour meal period for Warehouse and Blending except during summer hours, when the meal period shall be one hour. There shall be a one (1) hour meal period in Head Office. In the stores other than twelve hour shift stores, there will be a one and one-half (1 1/2) hour meal period.
 - (ii) In operations using the twelve (12) hour shift there shall be two one hour meal breaks taken as close to the conventional meal hours as is practical.
 - (b) In operations using the twelve (12) hour shift the meal period and the rest period may be combined by mutual agreement between the employee and his/her supervisor.

- 9.06 The current practice of shortened summer hours will be continued for the life of the Agreement; however, in stores other than twelve (12) hour shift stores, the reduction of hours will be effected through later opening rather than early closing. In twelve (12) hour shift stores adjustments will be made through the use of lengthened meal periods for those periods during which summer hours are observed.
- 9.08 The Employer will give the Association sixty (60) calendar days notice of any intention to discontinue the twelve (12) hour shift system in stores where it is presently in effect.
- 9.11 Subject to 18.13 (b), where there is more than one part-time employee in a store any additional hours of work which become available and do not constitute a vacancy will be offered to the senior part-time employee in the store until that employee reaches full-time hours. Other part-time employees in the store, will be offered available hours in order of seniority. In the case of twelve hour shift stores, part-time employees will be offered additional hours as outlined above, except in cases where they are assigned to a particular shift and working the additional hours would require them to change to the other shift.
- 9.12 Employees filling full-time vacancies who work two (2) consecutive 11 1/2 hour shifts will be scheduled for two (2) consecutive days off. Temporary employees who are not filling full-time vacancies, will be scheduled for two (2) consecutive days off after working three consecutive 11 1/2 hour shifts.
- 10.02 In operations where twelve (12) hour shifts are in use the employee shall be paid over-time computed as follows:
- (a) An employee's regular hourly rate shall be calculated by dividing his annual salary by 1820.
 - (b) Time and one-half (1 1/2) for those hours worked
 - i) after 11 1/2 hours have been worked in one day;
 - ii) when required to work on days off to which they are entitled under Clause 9.12.
 - (c) Overtime will be calculated to the nearest one-half(1/2) hour exclusive of the first fifteen minutes after the 11 1/2 hours have elapsed.
- 12.02 In recognition of this difference in paid holidays, permanent stores staff working 11 1/2 hour shifts shall receive an additional 46 hours of annual leave each year and permanent stores staff working 7 hour shifts shall receive an additional 28 hours of annual leave each year.
- 19.01 (c) For employees in operations where the 12 hour shift is used the Employer agrees that leave allowed under (a) above will not be less than two days.

21.06 Sick leave with full pay in excess of three (3) consecutive working days at any one time or six (6) working days in the aggregate in any year shall not be awarded to any employee unless he has submitted in respect thereof a medical certificate satisfactory to the Human Resources Department. Employees working 12 hour shifts will be required to submit medical certificates as above for sick leave in excess of two consecutive shifts or four shifts in the aggregate in any year.

24.06 (a) For employees who work twelve (12) hour shifts, leave granted under (a) above, will be allowed to the extent of 2 full shifts where necessary.

6. Employees named in this agreement continue to be subject to the remaining provisions of the 2008-2012 collective agreement.

Schedule A to the MOU – 11.50 Hour Shift.

1. Howley
2. Stavanger Drive
3. Merrymeeting Road
4. Ropewalk Lane
5. Blackmarsh Road
6. Kelsey Drive
7. Pearlgate
8. Commonwealth Avenue
9. Topsail Road
10. Carbonear
11. Bay Roberts
12. Comer Brook Humber

MEMORANDUM OF AGREEMENT
 Re: Kilometer Rate Adjustment Formula (NAPE)

General

1. The purpose of this Memorandum of Agreement (MOA) is to provide a mechanism for the periodic adjustment of the kilometer rate(s) contained in applicable collective agreements for employees who are either required to provide a vehicle as a condition of employment or who may be authorized to use a personal vehicle on Employer's business.
2. The terms of this MOA shall be applicable to employees who are members of a bargaining unit covered by a collective agreement listed in Schedule 'A'.
3. Adjustments shall be calculated by the Public Service Secretariat and posted to the Human Resource Policy Manual website: www.gov.nl.ca/hrpm. Should there be any dispute as to the calculated rate; the rate established by the Public Service Secretariat shall prevail.

Adjustment Formula

4. Base Fuel Rate

The 'base fuel rate' for calculating fuel costs is 79.4¢ per liter.

5. Fuel Price

'Fuel prices' shall be those set by the Petroleum Pricing Office for the Avalon Region (Zone 1).

6. Base Kilometer Rate

The 'base kilometer rate(s)' shall be the reimbursement rate(s) contained in an applicable collective agreement.

7. Initial Adjustment – October 1, 2005

- a) The 'base kilometer rate' shall be adjusted effective October 1, 2005 based on the difference in the 'fuel price' on October 1, 2005 and the 'base fuel rate' multiplied by 1/10.

(‘fuel price’ on October 1, 2005 – \$0.794) X 0.10 = km rate adjustment

[km rate adjustment is added to the ‘base kilometer rate’]

- b) Kilometer rates shall be rounded to four decimal places after the dollar (\$0.0000).

8. Adjustment Dates (Quarterly Adjustments)

Effective January 1, 2006, the kilometer rate shall be adjusted, based on the 'Adjustment Formula', on a quarterly basis on the following dates each year:

January 1st
 April 1st
 July 1st
 October 1st

9. Adjustment Formula

- a) The 'base kilometer rate(s)' shall be adjusted (up or down) on each of the 'adjustment dates' based on the difference in the 'fuel price' on the 'adjustment date' and the 'base fuel rate' multiplied by 1/10.

('fuel price' on 'adjustment date' – \$0.794) X 0.10 = km rate adjustment

[km rate adjustment is added to the 'base kilometer rate']

- b) Kilometer rates shall be rounded to four decimal places after the dollar (\$0.0000).

10. Reimbursement Rate

Reimbursement shall be at the rate(s) in effect on the date of travel.

Effective Date

11. The MOA shall be effective October 1, 2005, and in accordance with Clause # 10, shall only be applicable to travel which occurs from that date forward.
12. This MOA may be terminated upon thirty (30) days notice from either party.

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

SIGNED on behalf of the Public Service Secretariat, by its proper officers in the presence of the witness hereto subscribing:

Witness

SIGNED on behalf of the Newfoundland and Labrador Health Boards Association

Witness

SIGNED on behalf of the Newfoundland and Labrador School Boards Association

Witness

SIGNED on behalf of the Newfoundland Liquor Corporation

Witness

SIGNED on behalf of the College of the North Atlantic

Witness

SIGNED on behalf of the Workplace, Health and Safety Compensation Commission

Witness

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

Witness

(Signed copy held by parties)

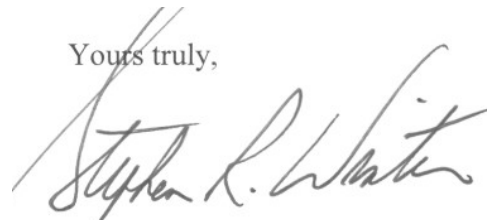
November 18, 2013

Mr. Austin Deir
Employee Relations Officer
Newfoundland and Labrador Association
of Public and Private Employees
P.O. Box 8100
St. John's, Nfld.
A1B 3M9

Dear Mr. Deir:

The Corporation agrees that in the event of a close down of the Bottling Plant for two months or less, the Corporation will absorb the eleven permanent employees into other divisions of the organization. Annual leave taken by these employees on a voluntary basis will be one method of accommodation.

Yours truly,

A handwritten signature in black ink, appearing to read "Stephen R. Winter". The signature is fluid and cursive, with a large initial "S" and "W".

Stephen Winter
President

November 18, 2013

Mr. Austin Deir
Employee Relations Officer
Newfoundland and Labrador Association
of Public and Private Employees
P.O. Box 8100
St. John's, NL
A1B 3M9

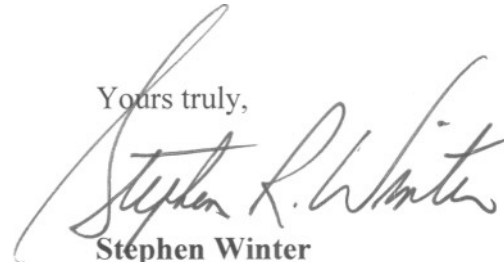
Dear Mr. Deir:

This will confirm our understanding reached at negotiations with respect to store closures:

- (a) The Corporation agrees that it will not convert any of its retail liquor stores to private agency stores during the period November 18, 2013-March 31, 2016. And the Corporation further agrees that no additional store closures will occur during the same time period.

- (b) Notwithstanding (a) above, if the Employer opens any new store over and above any existing Corporation stores, and at a later date decides to close the new store, or decides to relocate a Branch (Retail Store) to another nearby town or municipality, then the permanent and part-time employees of those stores will be continued in permanent and part-time employment.

Yours truly,



Stephen Winter
President

November 18, 2013

Mr. Austin Deir
Employee Relations Officer
Newfoundland and Labrador Association
of Public and Private Employees
330 Portugal Cove Place
St. John's, NL
A1B 3M9

Dear Mr. Deir:

RE: Early & Safe Return to Work

The Parties are encouraged to meet and discuss the opportunity to further explore Early and Safe Return to Work initiatives. Where practical, these discussions should occur within six (6) months of the signing of this agreement.

Yours truly,

Lisa Curran
Chief Negotiator

November 18, 2013

Mr. Austin Deir
Employee Relations Officer
Newfoundland and Labrador Association
of Public and Private Employees
330 Portugal Cove Place
St. John's, NL
A1B 3M9

Dear Mr. Deir:

RE: Market Adjustment

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

Sincerely,

Lisa Curran
Chief Negotiator

November 18, 2013

Mr. Austin Deir
Employee Relations Officer
Newfoundland and Labrador Association
of Public and Private Employees
330 Portugal Cove Place
St. John's, NL
A1B 3M9

Dear Mr. Deir:

Re: Market factor

This will confirm the parties' agreement to provide employees in the classifications noted below a non-pensionable market factor of one dollar and sixty-five cents (\$1.65) per hour effective January 1, 2014. This market factor will not be considered part of the employee's salary for any purposes, except when determining which step the employee shall be placed on upon implementation of the Government Job Evaluation System (JES). The market factor will cease to be paid on April 14, 2015.

Sincerely,

Lisa Curran
Chief Negotiator

Classification Listing

Trades Worker I
Trades Worker II
Trades Worker III
Apprentices in any of the above classifications

November 18, 2013

Mr. Austin Deir
Employee Relations Officer
Newfoundland and Labrador Association
of Public and Private Employees
330 Portugal Cove Place
St. John's, NL
A1B 3M9

Dear Mr. Deir:

Re: Requests for Classification Review

In order to facilitate the implementation of the new Government Job Evaluation System (JES) on April 15, 2015 this will confirm the parties' agreement that employees seeking to have their position reviewed, in accordance with the collective agreement, shall submit the request no later than October 1, 2014. Requests received by Classification and Compensation Division of Human Resource Secretariat after this date will not be processed and will be returned to the employee. A revised classification listing will be implemented on April 15, 2015.

Sincerely,

Lisa Curran
Chief Negotiator

November 18, 2013

Mr. Austin Deir
Employee Relations Officer
Newfoundland and Labrador Association
of Public and Private Employees
330 Portugal Cove Place
St. John's, NL
A1B 3M9

Re: Job Evaluation System (JES) Implementation

This will confirm employees will be implemented on to the Government Job Evaluation System effective April 15, 2015 as follows:

- If current salary falls below Step 1 of the new salary scale, employees will advance to step 1 on implementation; or
- If current salary falls between 2 steps of the new salary scale, employees will advance to the next highest step; or
- If current salary is above the maximum hourly rate on the new salary scale, employees will be red-circled at that rate.

Sincerely,

Lisa Curran
Chief Negotiator