

MASTER COLLECTIVE AGREEMENT

Wages
90-07-01

SOURCE	90-16		
REF.	90	12	06
TERM.	43	06	30
NO. OF EMPLOYEES	300		
LOCALITY	St. J.		

BETWEEN

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

AND

GROUP HOMES (as listed herein)

AND

NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES, a body corporate organized and existing under the laws of the Province of Newfoundland and having its Registered Office in the City of St. John's aforesaid (hereinafter referred to as the Association)

Signed: December 6, 1990

Expires: June 30, 1993

THIS AGREEMENT made this 6th day of December Anno Domini One Thousand
Nine Hundred and Ninety

BETWEEN

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

AND

GROUP HOMES (as listed in Schedule E)

of the one part;

AND

NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES, a body
corporate organized and existing under the laws of the
Province of Newfoundland and having its Registered Office
in the City of St. John's aforesaid (hereinafter referred
to as the Association)

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

PREAMBLE

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Association and to set forth certain terms and conditions of employment.

1.02 In the event that there is a conflict between the context of this Agreement and any regulations or policies made by the Employer, this Agreement shall take precedence over the said regulations or policies.

1.03 Plural or Feminine Terms May Apply

For the purpose of this Agreement, the masculine shall be deemed to include the feminine and the plural indicate the singular and vice versa as the context may require.

1.04 No Discrimination

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

1.05 Sexual Harassment

(a) Both the Employer and the Association consider sexual harassment to be reprehensible and are committed to maintaining an environment in which sexual harassment does not exist.

(b) The Employer and the Association recognize the right of employees to work in an environment free from sexual harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the sexual harassment ceases.

The victim shall be protected from repercussions which may result from his complaint.

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

ARTICLE 2

MANAGEMENT RIGHTS

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

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

ARTICLE 3

DEFINITIONS

- 3.01 (a) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 4.
- (b) "Classification" means the identification of a position by reference to a class title and pay range number.
- (c) "Day" means a working day unless otherwise stipulated in this Agreement.
- (d) "Employee or Employees" where used, is a collective term except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit, as outlined in Schedule "A".
- (e) "Employer" means the Board of Directors of a Group Home that is party to this Agreement as listed in Schedule E.
- (f) "Grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.
- (g) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.

- (h) "Layoff" means the termination of employment of an employee because of lack of work or because of the abolition of a post, but retaining all recall rights in accordance with Article 24.
- (i) "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.
- (j) "Notice" means notice in writing which is hand delivered or delivered by registered or certified mail.
- (k) "Overtime" means work performed by an employee in excess of the scheduled work day or work week.
- * (l) "Part Time employee" means a person who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week of the Group Home concerned. A letter of appointment shall be given to the employees within two weeks from the date of hire. This letter shall outline the employees hours of work, date of hire and the duration of the exact, or the expected, period of employment.
- * (m) "Permanent employee" means a person who has completed his probationary period and is employed without reference to any specific date of termination. A letter of appointment shall be given to the employee within two weeks from the date of hire. This letter shall outline the employee's hours of work.
- (n) "Probationary employee" means a person who has worked less than the prescribed probationary period.
- (o) "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, including periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year, unless otherwise specified in this Agreement.
- * (p) "Temporary employee" means a person who is employed for a specific period or for the purpose of performing specific work and who may be laid off at the end of such period or following the completion of such work. A letter of appointment shall be given to the employee within forty eight hours of hire or recall. This letter shall outline the employee's

hours of work, the date of hire and the duration of the exact, or the expected, period of employment. A new letter is to be issued for each new period of employment. Temporary employees will be given their date of layoff in writing and if any extensions are necessary the new layoff date will also be in writing.

- (q) "Year" means the calendar year unless otherwise provided.
- (r) "Scheduled" means in writing and posted in accessible places to all employees.
- (s) "Week" means the period from 0001 hours Monday to 2400 hours the following Sunday, inclusive.
- (t) "Vacancy" means any position that the Employer requires to be filled, either permanent, part-time or of a temporary nature for more than sixteen (16) weeks as outlined in Clause 13.03(b).
- * (u) Other Titles

Wherever the Collective Agreement refers to Supervisor, Board of Directors or Executive Director, or Group Home, it shall also mean Director, Regional Co-ordinator, and Youth Assessment Centre respectively.

ARTICLE 4

RECOGNITION

- 4.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all classes of employees as listed in the Certification Order issued by the Labour Relations Board, subject to any additions or deletions which the parties have since negotiated.
- 4.02 **Any** unresolved dispute on future inclusions or exclusions in the bargaining unit will be referred by either party to the Labour Relations Board.
- 4.03 Work of the Bargaining Unit
 - (a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting, emergencies or when regular employees are not available or when employees on layoff are not available for recall and

provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

- * (b) Notwithstanding Clause 4.03 (a), the parties agree that no employee shall suffer a reduction in the hours of work, pay or benefits **as** a result of work performed by individuals working **as**:
 - 1) volunteers
 - 2) working on projects funded by charitable organizations except where the charitable organization is the Employer
 - 3) working as on-the-job trainees from a totally publicly funded institution
 - 4) Coordinator(s) in a family model home who live in **as** parents according to the current practise.
 - * 5) Coordinator(s) in a staffing model home may be scheduled for a maximum of sixteen (16) hours per week to be used directly for hands on work in order to be in a position to accurately assess the needs of the residents, judge the effectiveness of specific programs and aid in the development or amendment of these programs.

- (c) Subject to the same provisos as outlined in Article 4.03 (a) and (b), the parties agree that the current practise will continue of residents availing of community support services and services of recognized counsellors, therapists and instructors.

4.04 No Other Agreements

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

4.05 Temporary and part-time employees are included in the bargaining unit.

4.06 (a) Shop Stewards

The Employer acknowledges the right of the Association to appoint or elect two (2) Shop Stewards and a Local President.

(b) Names of Stewards

The Association shall notify the Employer in writing of the name of the Steward before the Employer shall be required to recognize him.

4.07 Bulletin Boards

The Home shall provide a bulletin board facility or posting book for the use of the Association with the site of the bulletin board, if applicable, to be determined by mutual agreement. In any event, it is agreed that such bulletin board facilities will not be erected in those sections of the Home normally frequented by Home residents. Articles, circular, memos, etc. dealing with Association business will only be posted on the designated bulletin board facility or in the posting book.

4.08 Association Access

- (a) The Employer recognizes the right of employees to have the assistance of a full time representative of the Association on matters arising from this Collective Agreement. Employees involved in such discussions or investigations of grievances shall not absent themselves from the workplace without the permission of the Supervisor or where the care or custody of a resident would be jeopardized.
- (b) Association representatives shall have access to the Employer's premises for the purpose of conducting meetings where such meetings do not interfere with the operation of the Home or the objective to provide residents with a home-like atmosphere. In any event, the permission of the Employer must be requested in each case.

ARTICLE 5

ASSOCIATION SECURITY

5.01 Membership Requirement

All employees of the Employer, **as** a condition of continued employment, shall become and remain members in good standing of the Association according to the Constitution and By-Laws of the Association.

5.02 New Members

All new employees shall, **as** a condition of employment, become and remain members in good standing of the Association from the date of hiring.

5.03 Upon employment, an employee will be provided with information concerning:

- (a) duties and responsibilities;

- (b) starting salary and classification;
- (c) terms and conditions of employment; and where copies of the Collective Agreement have been provided to the Home by the Association, the employee will receive a copy.

5.04 Where a shop steward is available, the employee will be introduced to him as soon as possible.

5.05 Interviewing Opportunity

A representative of the Association shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Association membership.

5.06 Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that an Association Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Association Security and Dues Check-Off.

ARTICLE 6

CHECK-OFF OF ASSOCIATION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee coming within the bargaining unit the monthly dues and initiation fees of the Association.

6.02 Deductions

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

6.03 T-4 Slips

The Employer agrees that when issuing T-4 slips, the amount of membership dues paid by an employee to the Association during the previous taxation year will be recorded on his T-4 statement.

6.04 Deductions to be Made

The Association shall inform the Employer of the authorized deduction to be made.

6.05 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Employer, as represented by Treasury Board, and the President of the Association.

ARTICLE 7

GRIEVANCE PROCEDURE

7.01 Settling of Grievances

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

Step 1

The aggrieved employee shall within seven (7) calendar days after becoming aware of the alleged violation of the Collective Agreement, submit his grievance to the Shop Steward.

Step 2

If the Steward considers the grievance to be justified, the employee concerned together with his Shop Steward, may within seven (7) calendar days following receipt of the grievance, submit the grievance in writing to the Co-ordinator/Supervisor who shall reply to the grievance no later than seven (7) calendar days from the time the grievance was submitted to him.

*Step 3

Failing settlement at Step 2, the grievor, through the Shop Steward, may submit the grievance within seven (7) calendar days from the reply at Step 2 to the

Chairperson of the Board or a designated Board member. The Chairperson shall meet with the Shop Steward and the grievor in an effort to settle the grievance. The Chairperson shall reply to the grievance no later than ten (10) calendar days from the time the grievance ~~was~~ submitted to him.

The Employer will provide to the union the name of the Board Chairperson or designated Board member **as** applicable and their current postal address. If attempts to reach these officials are unsuccessful through registered mail, the grievances may then be given to the co-ordinator for transmission. When a grievance is forwarded through registered mail within the 7 calendar day limit outlined under Step 3, the time while the mail is in transit shall not be counted **as** part of the time limits.

Step 4

Failing settlement at Step 3, either party may refer the dispute to arbitration within twenty (20) calendar days of the Chairperson's decision.

7.02 The employee may be represented by a full time representative of the Association at any Step of the Grievance Procedure.

7.03 Time Limits

- (a) The time limits specified in this Article may be extended in writing by mutual agreement of the parties.
- (b) **An** Arbitrator or Arbitration Board may extend the time limits of any Step in the Grievance Procedure notwithstanding the expiration of such time limits where the Arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.

7.04 **An** employee considered by the Association to be wrongfully or unjustly discharged or suspended or subject to disciplinary action shall be entitled to a hearing under Article 7, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in cases of suspension or discharge.

7.05 Retroactive Settlements

The settlement of a grievance without reference to arbitration shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, unless the settlement states otherwise.

7.06 Union May Initiate Grievances

- (a) The Union and its representative 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 2.
- (b) Where the Union has a grievance involving a question of general application or interpretation of the Agreement, or where a group of employees has a grievance, the grievance may in the first instance be submitted at Step 2 of Clause 7.01.

7.07 (a) Witnesses

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

(b) Grievance and Arbitration Pay Provision

Representatives of the Association shall not suffer any loss of pay or accumulative benefits for total time spent in Grievance and Arbitration Procedure.

7.08 Suspension or Dismissal Arbitrable

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

7.09 Replies in Writing

Replies to grievances shall be in writing at all Steps, except Step 1.

7.10 Technical Objections to Grievances

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

ARTICLE 8**ARBITRATION**8.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within fifteen (15) calendar days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then meet to select an impartial Chairperson.

8.02 Failure to Appoint

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

8.03 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure. It shall hear and determine the difference or allegation and render a decision within thirty (30) calendar days from the arbitration hearing.

8.04 Decision of the Board

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

8.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's Decision, either

party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days,

8.06 Expenses of the Board

Each party shall **pay**:

- (i) the fees and expenses of the nominee it appoints;
- (ii) one-half (1/2) of the fees and expenses of the Chairperson.

8.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual agreement between the parties.

8.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

8.09 Single Arbitrator

The parties may mutually agree to the substitution of a single Arbitrator for an Arbitration Board, in which event the foregoing provisions of Articles 8.03, 8.04, 8.05 8.06(ii) 8.07 and 8.08, and the provisions of Article 11.02 shall apply equally to a single Arbitrator where reference is made to an Arbitration Board.

8.10 Conflict of Interest

No person

- (a) who has pecuniary interest in the matters referred to the Arbitration Board, or
- (b) who is acting or has within a period of six (6) months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties; shall be appointed to or act as a member of an Arbitration Board.

8.11 Grievance and Arbitration Pay Provision

Representatives of the Association shall not suffer any loss of pay or accumulative benefits for total time spent in grievance and arbitration procedure.

8.12 Discharge Arbitration

Notwithstanding the above procedure, if there are delays in the appointment of an Arbitration Board, the parties shall agree upon a mutually acceptable Chairperson, set the date for the arbitration hearing and then appoint nominees to the Board who are available to meet on the date set for the arbitration.

ARTICLE 9

LABOUR-MANAGEMENT LIAISON

9.01 It is agreed that representatives of both the Employer and the Association will meet as the need arises, but in any event no greater than once per month unless mutually agreed otherwise, to discuss the following general matters:

- (a) promoting safety and sanitary practices;
- (b) reviewing suggestions from employees, questions of working conditions and service;
- (c) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

9.02 These meetings shall not supersede the activities of any other Committee of the Association or of the Employer and shall not bind either the Association or its members or the Employer to any decisions or conclusions reached during discussions.

ARTICLE 10

ADVERSE WEATHER CONDITIONS

10.01 When an employee, through no fault of his own, is unable to report for work as a result of a declared state of emergency, the employee shall suffer no loss of

regular pay or benefits, nor shall he be required to make up lost time due to the declared state of emergency.

ARTICLE 11

**PROBATION, DISCHARGE, SUSPENSION
AND DISCIPLINE**

11.01 (a) Probationary Period

The probationary period shall be 520 working hours for all employees (full time, part-time and temporary). Temporary employees shall be allowed to accumulate periods of employment in order to complete their probationary period. For the purpose of this Clause, time off with pay approved by the Employer shall be considered as time worked.

(b) Discharge Procedure

The Employer has the right to discipline and discharge employees for just cause. However, any employee who has completed the probationary period and claims to have been unjustly disciplined, discharged or suspended shall be provided with written notification within seven (7) calendar days of the occurrence or discovery of the matter giving rise to the discipline, discharge or suspension.

(c) Termination of Probationary Employee

The termination of probationary employees for reasons of unsuitability or incompetence, **as** assessed by the Employer, is not subject to the grievance or arbitration procedure.

11.02 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately reinstated in his former position, without loss of seniority and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement **as** to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board.

11.03 Warnings

- (a) Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the employee involved.
- (b) Where an employee is required to attend a meeting with the Employer which concerns an oral reprimand or which precedes a written warning, the Employer shall advise the employee that he has a right to be accompanied by a Shop Steward.

11.04 Adverse Report

- (a) The Employer shall notify an employee of any dissatisfaction concerning his work within ten (10) calendar days of the Employer's becoming aware of the matter giving rise to the dissatisfaction. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his record for use against him **at** any time. The employee's written reply to such notification of dissatisfaction shall become part of his record.
- (b) Any reprimand or warning given in writing and becoming part of an employee's personal file shall be removed and destroyed after eighteen (18) months have elapsed. It shall be the responsibility of the employee to see that such documents are removed.
- (c) This Article shall apply in respect of any expression of dissatisfaction relating to his work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.

11.05 Personal Files

- (a) There shall be one (1) official personal file, which shall contain all adverse reports and records of disciplinary action. **An** employee shall, at any reasonable time, be allowed to inspect his personal file, and shall be accompanied by a representative of the Employer and may be accompanied by a representative of the Association, if he so desires.

- (b) A copy of any document placed on an employee's personal file which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received same document by signing the file copy.

11.06 Performance Evaluations

An employee who feels that he/she has not been given a proper evaluation shall have the right to grieve in accordance with Article 7. Performance evaluations shall not be considered an adverse report.

ARTICLE 12

SENIORITY

12.01 Seniority is defined as length of service with the Employer and subject to Clause 12.04 shall date from first date of hire by the Employer. Seniority shall operate on a bargaining unit wide basis.

12.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service with the Employer commenced. **An** up-to-date seniority list shall be sent to the Association and posted in January of each year.

12.03 Probation for Newly Hired Employees

Employees hired after the signing of this Agreement shall be on a probationary basis in accordance with Clause 11.01 of this Agreement. Subject to 11.01(c), during their probationary period, such employees shall be entitled to all benefits and rights of this Agreement.

*12.04 Loss of Seniority

An employee shall lose his seniority **only** in the event that:

- (a) he is discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
- (b) he resigns in writing;

- (c) he is absent from work in excess of three (3) working days without the approval of the Co-ordinator/Supervisor unless absent for just cause.
- (d) he fails to return to work from layoff within ten (10) working days of being notified by registered mail to do so, except when such failure is caused by sickness verified by a doctor's certificate or by other just cause. It shall be the responsibility of the employee to keep the Co-ordinator/Supervisor informed, in writing, of his current address. **An** employee who is recalled for casual work or employment at a time when he has employment which will continue for a greater duration than the recall period shall not lose his recall rights for refusal or failure to return to work with the Employer for the duration of the recall period. Upon receipt of notice of recall, the employee shall, within two (2) working days, notify the Co-ordinator/Supervisor whether or not he will return to work. Failure to notify the Co-ordinator/Supervisor will also result in loss of seniority;
- *(e) he is laid off for a period longer than twenty-four (24) months;

12.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority while outside the unit.

ARTICLE 13

PROMOTION AND STAFF CHANGES

*13.01 Job Postings

When a vacancy occurs or a new position is created either inside or outside the bargaining unit, 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.

13.02 Information on Posting

For vacancies or new positions inside the bargaining unit, such notices shall contain the following information: title of position, qualifications, required knowledge and education, skills, wage or salary rate or range, and whether shift

work could be involved. The Employer will not establish such qualifications in an arbitrary or discriminatory manner. All job postings shall state "this position is open to male and female applicants".

13.03 Procedure for Filling Vacancies

- (a) No position will be filled from outside the bargaining unit until the applications of present employees have been fully processed.
- (b) Where in the Employer's opinion a temporary bargaining unit position is expected to exceed a period of sixteen (16) continuous weeks, or where a bargaining unit position exceeds sixteen (16) weeks, such position shall be posted in accordance with Clause 13.01.

13.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion of 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, whether seniority is temporary or permanent, for filling such vacancy, provided that the applicant's qualifications meet the required standards for the new position. Appointments from within the bargaining unit shall be made within four **(4)** weeks of posting.

13.05 Trial Period

The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of two **(2)** months. In the event that the successful applicant proves unsatisfactory, ~~as~~ assessed by the Employer, in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. **Any** other employee promoted, transferred or hired because of the re-arrangement of positions shall also be returned to his former position or status, wage or salary rate, without loss of seniority. The parties may mutually agree in writing to extend the trial period. Where the Employer and the Union agree, the employee may revert to his former position prior to the completion of the trial period.

13.06 Upon written request, an unsuccessful applicant for a job vacancy will be informed of the name of the successful applicant in a job competition and the reason why he was unsuccessful.

13.07 An employee who has become permanently incapacitated by injury or illness and is unable to perform his regular duties to the satisfaction of the Employer will be employed in other work which he can do providing a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority. **An** employee displaced **as** a result of this Clause shall have the right to bump the least senior employee provided he is qualified and able to do the work required.

13.08 Disabled Employee's Preference

An employee who has been permanently incapacitated at work by injury or compensable occupation disablement, and is unable to perform his regular duties to the satisfaction of the Employer, will be employed in other work which he can do providing a suitable position is available and the applicable rate for the new position will apply. Such employee shall not displace an employee with more seniority. **An** employee displaced as a result of this Clause shall have the right to bump the least senior employee provided he is qualified and able to perform the worked required.

13.09 Pay During Upgrading

When an employee wishes to upgrade himself through an Employer approved training course, then with the prior approval of the Employer, education leave may be awarded for such attendance. The duration of and rate of pay or bursary for such leave shall be in accordance with the terms and conditions established by the Employer.

ARTICLE 14

HOURS OF WORK

- 14.01 (a) The normal hours of work shall be on the average of forty (40) hours per week.
- (b) The normal daily hours of work for full-time employees shall be eight (8) hours per day, subject to the twelve (12) hour shift schedule.

- (c) Notwithstanding that part-time employees may work less than eight (8) hours per day, such employees shall not be scheduled to work less than three (3) consecutive hours per day.

14.02 Working Schedule

- (a) The working schedule for each employee showing the shifts and days off **work** shall be posted in an appropriate place at least two (2) weeks in advance.
- (b) When an employee's days off are changed without having been given at least forty-eight (48) hours prior notice of having to work on his day(s) off, he shall be paid double (2x) his regular hourly rate for each hour worked on the scheduled day(s) off.
- (c) Employees shall not be scheduled for more than seven (7) consecutive days of work unless mutually agreed otherwise between the supervisor and the employee.

14.03 Rest Periods

- (a) Each employee shall be entitled to a rest period of fifteen (15) consecutive minutes in the first half and in the second half of a full working day, at a time to be scheduled by the supervisor.
- (b) In circumstances where the granting of a rest period is not feasible due to operational requirements and/or resident or staff safety, the employee and the supervisor may mutually agree on an alternative arrangement to provide the employee with an acceptable rest period.

14.04 Days Off

- (a) Days off shall be allocated at the rate of the minimum of two (2) consecutive days off except where mutually agreed between the employee and the Co-ordinator.
- (b) Days off shall be planned in such a way as to distribute weekends off so that employees shall receive every third weekend off and the Employer shall endeavour to grant every second weekend off.

(c) Shift Rotation

Where there is a shift rotation, all shifts shall rotate in an equitable manner, however an employee may waive this right and in such case, the Employer will make every reasonable effort to accommodate the employee's preference to work evenings or nights on a permanent basis.

14.05 Change of Shift

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

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

Should the required notice not be given in accordance with this Article, the employee shall be paid at the rate of time and one-half (1 1/2) his regular hourly rate for the shift worked.

In cases where the employee's regularly scheduled shift is changed, it is the responsibility of the Employer to notify the employee affected by the change before he reports to work.

*14.06 Exchange of Shifts

Employees may be permitted to exchange their shifts with an employee in the same classification provided that the employee's supervisor is notified and approves the change in shift prior to the change in shift occurring.

14.07 Rest Between Shifts

There shall be at least sixteen (16) hours between shifts unless otherwise agreed by mutual consent between the employee and his Co-ordinator/Supervisor.

14.08 Split Shifts

There shall be no split shifts, unless mutually agreed between the employee and the supervisor.

*14.09 *(a) Shift Differential

A shift differential of 31¢ per hour effective July 1, 1990 (effective July 1, 1991 increase the rate to 33¢ per hour) shall be paid for each hour the employee works between the hours of 1600 hours on one (1) day and 0800 hours on the following day.

*(b) Saturday and Sunday Differential

A Saturday and Sunday differential of twenty-five cents (25¢) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday. Effective date of signing increase the rate to 26¢ per hour and effective July 1, 1991 increase the rate to 28¢ per hour. If an employee qualifies for both differential under (a) and (b) above, he shall receive both.

14.10 Twelve (12) Hour Shifts

- (a) On an experimental basis and without committing either party to a permanent change in the existing hours of work, the parties may jointly agree to establish a schedule providing for a compressed work week upon a request from the majority of employees in the work place or upon a request from the Employer.
- (b) Employees working a compressed work week (12 hour shift) shall be governed by the procedure in Schedule B of this Agreement.

ARTICLE 15**OVERTIME**15.01 (a) Full Time Employees

All time worked by a full time employee before or after his regularly scheduled daily or weekly hours shall be considered overtime,

(b) Part-Time Employees

All time worked by a part-time employee in excess of equivalent full time hours on a daily or weekly basis shall be considered overtime.

- (c) All overtime work is subject to the prior approval of the Employer, or his authorized representative.

15.02 Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a date to be mutually agreed between the employee and the Employer. The employee's decision to receive time off must be conveyed to the Co-ordinator/Supervisor or his designated representative within seventy-two (72) hours of the conclusion of the overtime.

15.03 Overtime and callback shall be distributed **as** equitably **as** possible among the employees in the classification affected by the overtime. A list shall be posted at the end of each pay period showing the amount of overtime offered to each employee.

*15.04 (a) Call Back

An employee who is called back to work after he has left his place of work shall be paid a minimum of three (3) hours at the overtime rate, provided the work is not contiguous to scheduled working hours.

*(b) Transportation Expenses

When an employee is recalled to work, he shall be paid the cost of transportation to and from his place of work to a maximum of ten dollars (\$10) or twenty-two point five cents (22.5¢) per kilometre (23¢ per kilometre effective December 1, 1990 and 23.5¢ per kilometre effective July 1, 1991) to a maximum of ten dollars (\$10). **An** employee shall not receive any payment for transportation expenses where transportation is provided by the Employer.

15.05 An employee shall not be laid off during regular hours to equalize any overtime worked.

15.06 An employee who is absent on paid time off shall, for the purpose of this Article, be considered **as** if he had worked the regular hours during such absence.

*15.07 *(a) Standby

Employees required by the Employer to perform standby duty will be compensated per eight (8) hour shift, provided the employee is available when called, **as** follows:

Effective Date

Rate

April 1, 1989 \$6.90 per eight (8) hour shift

***(b)** Employees required by the Employer to perform standby duty on a statutory holiday will be compensated per eight (8) hour shift, provided the employee is available when called, **as** follows:

Effective Date

Rate

April 1, 1989 \$9.10 per eight (8) hour shift

(c) When an employee does report to work when called, he shall be compensated for transportation costs in accordance with the provisions of Article 15.04(b).

(d) All standby duty shall be divided equally among available employees.

*15.08 Double Shift

An employee shall not be required to work a double shift (2) without his consent.

ARTICLE 16

HOLIDAYS

16.01 **(a)** The following shall be designated paid holidays:

- (a)** New Year's Day
- (b)** Good Friday
- (c)** Commonwealth Day
- (d)** Canada Day
- (e)** Labour Day
- (f)** Armistice Day
- (f)** Christmas Day
- (g)** Boxing Day
- (h)** One (1) additional holiday **as** mutually agreed.

(b) New Holidays

Should any new holiday be proclaimed by either the Provincial or Federal Governments, it shall be added to the above list and granted to employees within the scope of this Agreement.

16.02 Comuensation for Holiday Falling on a Saturday

For the purpose of this Agreement, when any of the aforementioned holidays falls on a Saturday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed **as** a holiday for calculation of benefits under Article 16, Holidays. All other employees shall observe the following Monday as the holiday.

16.03 Compensation for Holiday Falling on a Sunday

For the purpose of this Agreement, when any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 16, Holidays. All other employees shall observe the following Monday (or Tuesday, where the preceding Clause already applied to Monday) as the holiday.

16.04 Compensation for Holidays Falling on Scheduled Day Off

When any of the aforementioned holidays (16.01) fall on the employee's scheduled day off, the employee shall receive another day off with pay to be taken within sixty (60) days. If such time off cannot be granted within sixty (60) days, the employee will be paid one (1) day's regular pay in lieu.

16.05 Compensation for Work Performed on a Holiday Falling on a Scheduled Day Of€

When a holiday falls on an employee's day off and he is required to work on such a holiday, he shall receive two (2) hours' pay for each hour worked on such a holiday in addition to holiday pay. If, at the request of the employee, time off in lieu is granted, it shall be on the basis of two (2) hours off for each hour worked in addition to the holiday pay.

16.06 Pay for Scheduled Work on Holiday

Employees who are required to work on a holiday shall be paid at the rate of one and one-half (1 1/2) times his/her regular rate of pay or he/she shall be entitled to time off with pay at a time to be mutually agreed by the employee and his supervisor, on the basis of one and one-half (1 1/2) hours for each hour worked, at the request of the employee.

16.07 Payment for Holidays While on Layoff

Holidays, **as** outlined in Clause 16.01 shall be paid to an employee if the holiday occurs while the employee is on layoff status where the employee has worked forty (40) hours or more in the pay period in which the holiday falls. No employee will be laid off for the purpose of avoiding payment of a statutory holiday.

16.08 Christmas and New Year

The Employer agrees that whenever possible, an employee scheduled to work on Christmas Day shall not be scheduled to work on New Year's Day and shall receive New Year's **Eve** as a scheduled day off. **An** employee scheduled to work on New Year's Day shall not be scheduled to work on Christmas Day and Boxing Day and shall receive Christmas Eve as a scheduled day off unless otherwise mutually agreed between the employee and the Co-ordinator/Supervisor. The Employer agrees, whenever possible, employees who work Christmas of one year shall have Christmas off the following year, and employees who work New Year's of one year shall have New Year's off the following year unless otherwise mutually agreed between the employees and his Co-ordinator/Supervisor.

ARTICLE 17**ANNUAL LEAVE**17.01 (a) Length of Vacation

An employee shall receive an annual vacation with pay in accordance with his years of employment **as** follows:

- (i) less than one (1) year at the rate of one and two-thirds (1 2/3) days for each month of service;
- (ii) one year or more but less than ten (10) years - four (4) weeks;

- (iii) more than ten (10) years but less than twenty-five (25) years of service - five (5) weeks;
- (iv) for more than twenty-five (25) years of service - six (6) weeks.

(b) Calculation of Length of Vacation

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

(c) Compensation for Holidays Falling Within Vacation Schedule

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

(d) Calculation of Vacation Pay

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

(e) Vacation Pay on Termination or Retirement

An employee terminating his employment at any time in his vacation year, before he has had his vacation, shall be entitled to an equivalent payment of salary or wages in lieu of such vacation at termination, provided that the employee gives proper notice of termination. In the event that proper notification of termination is not given, payment will be made at the earliest possible date, but in any event, not later than the second pay day following the date of termination.

(f) Period of Notice

Employees shall give the Employer fourteen (14) days' notice of intention to terminate their employment. The period of notice may be reduced or eliminated by mutual consent. Vacation leave shall not be used as any of the period of notice referred to in this Article.

- 17.02 (a) Annual leave shall not be taken except with the prior approval of the supervisor. However, subject to operational requirements, a reasonable effort shall be made to grant annual vacation at the time requested by the employee.

(b) Vacation Schedule

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and Co-ordinator. Vacation shall commence immediately following an employee's regularly scheduled days off.

- *17.03 **An** employee with more than sixty (60) calendar days' service may anticipate his vacation to the end of the current vacation period, or to the employees scheduled date of layoff or termination, which ever is the shorter period.

An employee who on resignation has a debit balance of vacation leave will have the value of this vacation deducted from his final cheque or pension contribution refund.

17.04 Substitution for Vacation

- (a) **An** employee who qualified for sick leave under Article 18 while on vacation may change the status of his leave to sick leave effective the date of notification to the Employer. The employee shall submit on his return to duty a medical certificate stating the total period during which he qualified for sick leave.

- (b) In the case of an employee who is admitted to hospital while on vacation, he may change the status of his leave to sick leave with effect from the date he ~~was~~ admitted to hospital.
- (c) An employee who, while on vacation, qualified for bereavement leave shall be credited the appropriate number of days to vacation leave.
- (d) The period of vacation so displaced in 17.04(a) and 17.04(b) shall be reinstated for use at a later date to be mutually agreed.

17.05 Unused Vacation Paid to Estate

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

17.06 Vacation Credits for the First and Last Month of Employment

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

17.07 Annual Leave of Short Duration

If annual leave of short duration is requested by an employee before the schedule is posted, such requests will not be unreasonably denied by the Co-ordinator/Supervisor and the Co-ordinator/Supervisor shall notify the employee of his decision before the schedule is posted.

17.08 Carry Forward of Vacation

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

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

Employees who are prohibited from taking annual leave because of Workers' Compensation benefits or extended sick leave shall be allowed to carry forward additional days.

- *17.09 Temporary employees may carry forward earned vacation from one period of employment to the next period of employment up to the carry forward limits outlined under Clause 17.08.

ARTICLE 18

SICK LEAVE

18.01 Sick Leave Defined

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

18.02 Sick Leave Accumulation

- (a) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service.
- (b) The maximum number of days of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed four hundred and eighty (480) days.

18.03 Deduction from Sick Leave

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

18.04 Medical Certificates

- (a) Before receiving sick leave with full pay, an employee may be required to produce a medical certificate for an illness in excess of two (2) consecutive working days. In cases of suspected abuse, shown by an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of illness.

- (b) **An** employee shall have the option of being attended by a doctor of his choice **and** under no circumstances will an employee be penalized in any way by the Employer for exercising his option of being attended by his personal physician.

18.05 Sick Leave During Leave of Absence and Layoff

When an employee is given paid vacation or special paid leave of absence or while on Workers' Compensation he shall receive sick leave credits for the period of such absence on his return to work. When an employee is laid off on account of lack of work, he shall not receive sick leave credits for the period of such absence but shall retain his accumulative credits, if any, existing at the time of such layoff.

18.06 Extension of Sick Leave

- (a) **An** employee with more than two (2) years of service who has exhausted his sick leave credits may be allowed, in the event of illness in excess of fifteen (15) days, an extension of his sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon his return to duty with the Employer from his existing or after his acquired normal monthly accumulation of sick leave.
- (b) When an employee has used the maximum of sick leave which may be awarded to him in accordance with this Agreement, he may elect, if he is still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if he is eligible to receive such leave and, if not, on special leave without pay. Medical certificates shall be submitted **as** required by the Employer.

18.07 Sick Leave Records

In January of each year, the Employer shall advise each employee of the amount of sick leave accrued to his credit and the number of days of sick leave taken by him **up** to and including the previous 31st day of December.

18.08 Injury on Duty

An employee who is injured during working hours and is either required to leave for treatment or sent home for such injury shall receive payment for the remainder of the shift or work day at his regular rate of pay without deduction from sick leave.

18.09 Sick Leave Credits for the Last Month of Employment

For the purpose of this Article, an employee who receives full salary or wages in respect of fifty percent (50%) or more of the working days in the first or last calendar month of his service computed in full or one-half (1/2) days shall be deemed to have a month of service.

ARTICLE 19**LEAVE - GENERAL**

19.01 Upon written request by the Union to the Co-ordinator/Supervisor, and with the approval in writing of the Co-ordinator/Supervisor, leave with pay shall be awarded to an employee as follows:

- (a) In the case of an employee who is a member of the Provincial Board of Directors of the Union or an elected delegate of a recognized Local of the Union and who is required to attend the Biennial Convention of the Union, the Newfoundland and Labrador Federation of Labour 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 Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.
- (c) In the case of an employee who is a member of the Provincial Executive of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.
- (d) In the case of an employee who is a member of the Provincial Board of Directors of the Union or a delegated representative and who may wish to attend meetings of the Canadian Labour Congress or National Union of Provincial Government Employees, leave with pay not exceeding five (5) days in any one (1) year. The Employer may grant additional leave without pay for this purpose. In any event, leave under this Clause will not exceed twenty (20) days per Home per year.

- *19.02 (a) With the approval of the Co-ordinator/Supervisor, leave with pay shall be awarded to employees who are members of Negotiating Committees while they are attending negotiating sessions on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit. The Union shall notify the Co-ordinator/Supervisor 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.
- * (b) Leave with pay shall be granted to an employee to attend educational seminars, provided that the total leave with pay granted under this Clause in any one (1) year shall not in any event exceed the number of Shop Stewards in the bargaining unit by one (1).
- * (c) Additional leave without pay for the purpose of attending Association business may be granted by the Co-ordinator/Supervisor on request.

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

*19.04 Paid Bereavement Leave

An employee shall be entitled to bereavement leave with pay as follows:

- * (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, grandmother, grandfather, common-law spouse, mother-in-law, father-in-law, grandchild, or near relative living in the same household three (3) days. In the case of the death of an employee's sister-in-law, brother-in-law, son-in-law, daughter-in-law, one (1) day with pay.

For the purpose of this Article, a "common-law spouse" relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person of the opposite sex, publicly represented that person to be his spouse and lives and intends to continue to live with that person as if that person were his spouse.

- (b) If the death of a relative referred to in Clause 19.04 (a) and to which three (3) days has been allotted occurs outside the Province of Newfoundland and Labrador, the employee shall be granted leave with pay not exceeding four (4) days for the purpose of attending the funeral, Such days not to be in addition to those allotted in Clause 19.04 (a).
- (c) In cases where extraordinary circumstances prevail, the Co-ordinator/Supervisor may grant two (2) additional days other than those referred to in Clause 19.04 (a) and (b).

'19.05 Maternity Leave

- (a) Subject to 19.05 (b), an employee may, upon the advice of her physician, request maternity leave without pay to start not earlier than three (3) months prior to the expected date of delivery and the employee shall be granted maternity leave in accordance with this Article.
- (b) **An** employee may be permitted to commence maternity leave at the beginning of her sixth (6th) month of pregnancy. The maximum maternity leave allowed under this Clause shall be thirty-three (33) weeks in total.
- (c) The employee shall resume her former position and salary upon return from maternity leave, with no loss of accrued benefits.
- (d) Periods of maternity leave in excess of twenty (20) days in any year shall not be reckoned for sick leave purposes.
- (e) The employee may return to duty after two (2) weeks notice of her intention to do so on production of a satisfactory certificate of fitness from her physician.
- (f) **An** employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy before commencing maternity leave.
- (g) While on maternity leave, employees shall continue to accumulate service for seniority and annual leave purposes only (no retroactive application).
- (h) **An** employee who applies for a position in accordance with 13.01 while on maternity leave shall be considered for that job posting in accordance with the provision of Clause 13.04. If the employee on maternity leave is successful, her trial period shall start upon her return to work.
- (i) Upon written request to the Employer from the employee who is on maternity leave, job postings shall be forwarded to the employee.

- * (j) Maternity leave up to thirty-three (33) weeks shall be counted **as** service for the purpose of step progression and severance pay.
- * (k) The Employer will maintain payment of the Employer's portion of the Group Insurance Plan premiums while an employee is on maternity or adoption leave for a maximum of thirty-three (33) weeks.

19.06 Adoption Leave

- (a) Subject to the approval of the Employer, special leave without pay for a maximum period of thirty-three (33) weeks shall be granted to an employee who legally adopts a child and upon presentation of proof of adoption. While on adoption leave, employees shall continue to earn service for seniority and vacation purposes. Such leave shall not be unreasonably denied.
- (b) The employee shall resume his former position and salary upon his return from adoption leave with no loss of accrued benefits.
- (c) The employee may return to duty after two (2) weeks notice to the Employer.
- (d) Periods of adoption leave to a maximum of seventeen (17) weeks shall be counted as service for the purpose of step progression and severance pay.

19.07 Paid Jury, Court Witness or Jury Selection Leave

The Employer shall grant leave of absence without loss of pay, seniority, or accumulative benefits to an employee who serves **as** a juror, witness in any Court, or who is required to attend jury selection, The employee will present proof that he attended **as** a juror, witness in Court or for the purpose of jury selection. Any remuneration the employee receives from the Courts will be over and above his pay and benefits from the Employer.

19.08 General Leave

With the approval of the Employer, an employee may be granted leave of absence without pay and without loss of seniority in exceptional circumstances, provided that the employee has no current or accumulated annual leave available to him.

19.09 Education Leave

An employee who is upgrading his employment qualifications through an Employer approved upgrading course shall be entitled to leave of absence without loss of pay and benefits to write examinations required by such course,

19.10 Extended Unpaid Leave

Upon written request, a permanent employee who **has** completed five (5) years of service shall be granted leave to a maximum of twelve (12) months without pay or seniority and without loss of accumulated seniority and benefits provided that such leave shall not cause an unreasonable interference with the Employer's operation. An employee shall be entitled up to a maximum of twelve (12) months unpaid leave for each five (5) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. Employees shall not be subject to any benefits of this Agreement during this period. The minimum amount of unpaid leave an employee may request under this Clause is sixteen (16) weeks,

19.11 Family Leave

- (a) Subject to Clause 19.11 (b), an employee who is required to :
- (i) attend to the temporary care of a sick family member living in the same household;
 - (ii) attend to the needs relating to the birth of an employee's child;
 - (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
 - (iv) attend meetings with school authorities;
 - (v) attend to the needs relating to the adoption of a child; and
 - (vi) attend to the needs related to home or family emergencies.

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

- (b) In order to qualify for family leave, the employee shall:
- (i) provide as much notice to the Employer as reasonably possible;
 - (ii) provide to the Employer valid reason why such leave is required; and

- (iii) where appropriate, and in particular with respect to (iii), (iv) and (v) of 19.11 (a) have endeavoured to a reasonable extent to schedule such events during off duty hours.

ARTICLE 20

PAYMENT OF WAGES AND ALLOWANCES

20.01 Availability of Salary Cheques

- (a) Employees shall receive their salary cheques bi-weekly. Overtime pay shall be included in the regular pay cheque for the pay period next succeeding the pay period during which overtime was earned. On each pay day, each employee shall be provided with an itemized statement of his wages, overtime, shift differential, standby or any other premium pay or allowance and all payroll deductions.
- (b) The Employer will make every reasonable effort to ensure that salary cheques will be available on pay day. At 0800 hours for those employees scheduled to work on the previous 0001 and 0800 hours shift and prior to 0001 hours on pay day for those employees who worked the previous 1600 to 2400 hour shift.

20.02 Vacation Pay

An employee with more than one (1) year of service or an employee who has earned at least two (2) weeks' vacation, upon giving at least two (2) weeks' notice prior to the pay day preceding the office day on which he wishes to receive his advance payment shall receive, prior to commencement of his annual vacation, any regular pay cheque(s), which may fall due during his vacation.

20.03 Transportation

- *(a) When, in the course of his duty, an employee is required to travel on the Employer's business, transportation shall be provided by the Employer, or, with the approval of the Employer, he may be permitted to use his own vehicle and be reimbursed at the rate of twenty-two point five cents (22.5¢) per kilometre.

Effective December 1, 1990
Twenty-three cents (23¢) per kilometre

Effective July 1, 1991

Twenty-three point five cents (23.5¢) per kilometre

- (b) Employees who, at the request of the Employer make their vehicle available for use on the Employer's business shall be reimbursed, on receipt of invoice, for the difference between private and business insurance.

*20.04 Labrador Allowance

Labrador Benefits Agreement to apply to eligible NAPE Group Home employees.

ARTICLE 21

PERSONAL LOSS

- 21.01 Subject to Clause 21.02 and 21.03, where an employee in the performance of his duty, suffers any personal loss, and where such loss ~~was~~ not due to the employee's negligence, the Employer may compensate the employee for any loss suffered subject to a maximum of three hundred (\$300) dollars.
- 21.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within five (**5**) days of the incident to the Co-ordinator/Supervisor or his designated representative.
- 21.03 This provision shall only apply in respect of personal effects which the employee would reasonably have in his possession during the normal performance of his duty.

Any compensation payable under this Article is to be paid within thirty (30) days of verification of the incident.

ARTICLE 22

TEMPORARY ASSIGNMENT

22.01 Pay on Temporary Assignment to Higher Position

- (a) An employee who is assigned by the Employer to a position for which a

higher rate of pay is applicable will receive the salary rate for the assigned position in accordance with the promotion procedure provided that he fills that position for a period of at least one (1) day,

- (b) Temporary Assignments within the bargaining unit shall be on the basis of seniority.
- (c) Pay on Temporary Assignment. Lower Position

When an employee is assigned to a position paying a lower rate, his rate shall not be reduced.

ARTICLE 23

STRIKES AND LOCKOUTS

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

ARTICLE 24

LAYOFF OR TERMINATION

- 24.01 Notice of Layoff

Unless legislation is more favourable to the employee, the Employer shall notify permanent employees who are to be laid off thirty (30) calendar days prior to the date of layoff. For temporary employees who have not been hired for a specified period, the period of notice will be fourteen (14) calendar days prior to the date of layoff, If the employee has not had an opportunity to work the days **as** provided in this Article, he/she shall be paid for the days for which work **was** not made available.

- 24.02 Layoff and Recall Procedure

- (a) Subject to Clause 24.02(b), both parties recognize that job security should increase in proportion to the length of service. Therefore, where the Employer determines that a layoff is necessary within the bargaining unit as defined by the applicable certification order, permanent employees shall

be laid off in the reverse order of their seniority. Permanent employees shall be recalled in order of their seniority providing they are qualified to do the work.

- (b) Where the Employer determines that a layoff is necessary within the bargaining unit as defined by the applicable certification order, temporary employees shall be laid *off* in the reverse order of seniority provided that those temporary employees being retained are qualified to do the work required. Temporary employees shall **be** recalled in order of seniority provided that they are qualified to do the work required.
- (c) It is the responsibility of the employee to keep the Employer informed of his current address and telephone number.
- (d) Temporary employees shall be deemed to be junior to permanent employees in the case of layoff and recall only.
- (e) Employees being recalled to a position with a lower pay range level than previously employed in and who refuse to work shall not lose their seniority but they will forfeit their right to future recall in a position at the same pay range level.

24.03 No New Employees

- (a) No new employees shall be hired until employees who are on layoff status or under notice of layoff, have been given an opportunity of recall or re-assignment, provided that employees on layoff status or notice of layoff have sufficient qualifications to perform the work.
- (b) Clause 24.03(a) shall not apply where the new employees authorized period of employment expires prior to the effective date of layoff for an employee on layoff notice.

ARTICLE 25

PENSION PLAN AND GROUP INSURANCE

25.01 Pension Plan

The Employer agrees that all employees will be eligible for the Government Money Purchase Plan upon its implementation by Government. In addition, Government agrees to consult with Union officials regarding the viability of including employees in the Public Service Pension Plan prior to the implementation of the Government Money Purchase Plan.

- *25.02 *(a) The existing group insurance programs currently in effect will remain in effect for the duration of this agreement.
- (b) The cost of the Group Life, group medical and pension plans will be shared equally by the Employer and the employees.
- * (c) A summary of the general provisions and benefits of the Government Group Insurance Plan is appendixd to the Agreement as Schedule "G".
- * (d) The voluntary Dental Insurance Program will be offered to Group Homes insured under the Group Insurance Program as soon as possible.

*25.03 Workers' Compensation Supplement

- (a) All employees shall be covered by the Workers' Compensation Act. **An** employee prevented from performing his regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his regular net salary. Such difference will not be paid by the Employer if the occupational accident occurred as a result of the employee's misuse of, or failure to use necessary safety equipment or his failure to follow to use necessary safety equipment or his failure to follow prescribed work procedures. Pending settlement of the insurable claim, the employee shall continue to receive full net pay and benefits of this Agreement, subject to necessary adjustments. Payment under this Clause shall not be deducted from an employee's accumulative sick leave credits.
- (b) Employees in receipt of Workers' Compensation benefits shall continue to receive any pay increases and to accrue benefits of this Agreement.
- (c) Where an injured employee fails to return to work under the normal provisions of this Agreement, such employees may be assisted by the Joint (job-search) Committee of the Hospital Support Agreement.
- * (d) For the purpose of Workers' Compensation Supplement and subject to Article 24, Layoff or Termination, the Employer shall not be required to continue to pay, to a laid off or terminated employee, the difference between the amount payable by the Workers' Compensation Commission and his regular net salary. The Employer agrees not to lay off or terminate an employee to avoid payment of the above benefit.

ARTICLE 26**SEVERANCE PAY**26.01 Service Requirements

An employee who **has** nine (9) or more years continuous service in the employ of the Employer is entitled to be paid on resignation or retirement, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his weekly salary to a maximum of twenty (20) weeks pay. For the purpose of this Article, service for a temporary 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. Maternity leave and adoption leave up to seventeen (17) weeks shall be counted **as** service for severance pay purposes. Employees who have been laid off for longer than two (**2**) years shall be entitled to severance pay.

26.02 Severance Pay Paid to Estate

Any severance pay entitlement of a deceased employee shall be paid to such employee's estate.

ARTICLE 27**WORKING CONDITIONS**27.01 Occupational Health and Safety

The Employer agrees to cooperate fully with employees in the establishment and operation of an Occupational Health and Safety Committee within each Home. The Committee will address all requirements of the Occupational Health and Safety Act and deal with employee concerns regarding possibly dangerous or unsanitary working conditions.

27.02 Employees required to work under dangerous or unsanitary conditions shall be supplied with items necessary to complete the work required,

27.03 Health Education

The Employer, in consultation and with agreement from the Union, agrees to put in place a policy dealing with the protection of employees and residents from infectious diseases. A Committee consisting of one (1) Employer representative and one (1) Union representative shall be struck and shall endeavour to have the policy ready for implementation within six (6) months of the signing of this Agreement.

27.04 Parking Facilities

The Employer shall provide free of charge adequate facilities, whenever possible, for employees to park their cars during working hours.

*27.05 (a) Portability

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

- (i) Accumulative sick leave credits,
- (ii) Accumulated vacation entitlement, and
- (iii) Service for severance pay purposes.

In the same manner, portability respecting:

- (i) Pension Plan, and
- (ii) Health and Life Insurance Plan

shall be retained where such plans are in effect in the Home at which the employee has been accepted for re-employment, and the regulations respecting these plans permit the retention of these benefits.

(b) Employees who receive portability of benefits under 27.05(a) shall be placed on the appropriate salary scale at their new place of employment in accordance with the following:

- (i) If the new position carries a pay range higher than that of the position just vacated, the employee shall be placed on the appropriate step of the new pay range in accordance with existing promotion procedures.
- (ii) If the new position carries a pay range equivalent to that of the position just vacated, the employee shall be placed on the same step of the equivalent pay range in accordance with existing transfer procedures.

- (iii) If the new position carries a pay range lower than that of the position just vacated, the employee shall be placed on the step of the new pay range in accordance with existing voluntary demotion procedures.
 - (iv) Employees re-employed after termination shall, for the purpose of this Agreement be placed on their respective salary scales on a step not lower than the step they were on at the date of termination provided that they have not been out of the employment of an Employer covered by this Collective Agreement for a period of more than two (2) years.
- * (c) It is agreed that the thirty (30) day time limit provided for in 27.05 (a) may be extended by up to fifteen (15) days in cases where an employee has applied for employment within thirty (30) days of resignation and the acceptance has not been finalized within thirty (30) days of resignation.

27.06 Part-time and Temporary Employees

- (i) Part-time employees shall receive the wages and benefits specified in this Agreement on a pro rata basis according to their actual hours of work.
- (ii) Temporary employees shall be entitled to the wages and benefits of this Agreement for the duration of their employment. Earned benefits shall be pro rated and employees will be allowed to carry forward these benefits from one period of employment to the next.

27.07 Payment of Terminated Employees

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

*27.08 Contracting Out

- * (a) The Employer shall not contract out and/or privatize in whole or in part the bargaining unit work of any Group Home during the period from date of signing to December 31, 1993.
- * (b) Notwithstanding the provisions of Clause 31.01 providing the contract term to June 30, 1993, Clause 27.08 (a) above will remain in effect until December 31, 1993.

- (c) The normal movement of residents from the Group Home(s) **as** an integral **part** of the development of the resident(s) shall not be considered to be contracting out.

27.09 Salaries

The salary scales set out in Schedule "A" will become effective from the dates prescribed in that Schedule, and the salary adjustment formula set forth therein shall be applied.

27.10 Pay Equity

The parties agree to implement the Pay Equity Agreement outlined in Schedule C.

*27.11 Retroactivity

The following benefits are retroactive to July 1, 1990:

Salary
Overtime

ARTICLE 28

AMENDMENT BY MUTUAL CONSENT

- 28.01 It is agreed by the parties to this Agreement that any provision in this Agreement, other than the duration of Agreement, may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

ARTICLE 29

CLASSIFICATION

- 29.01 Employees shall be notified, in writing, of any changes in their classification,

- 29.02 The Classification Appeal Board shall carry out its functions in accordance with the Classification Review and Appeal Board Procedures as set out in Schedule D.
- 29.03 When an employee feels that his position has been unfairly or incorrectly classified, the employee may submit a request for review in accordance with the procedures outlined in Schedule D.
- 29.04 Classification decisions arising out of an employee's request for review or appeal shall be retroactive to the date the request was first received by the Classification and Pay Division of Treasury Board.
- 29.05 On the promotion of an employee to a higher pay range, his rate of pay will be established at the nearest step in the new range which exceeds his existing rate by at least five percent (**5%**) but not to exceed the maximum of the new range.

ARTICLE 30

TRAVEL ON EMPLOYER'S BUSINESS

- *30.01 For each full day of travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities shall be **as** follows:
 - (a) twenty-seven dollars (\$27) per day for the Island
 - Breakfast - *six* dollars (\$6)
 - Lunch - eight dollars (\$8)
 - Dinner - thirteen dollars (\$13)
 - thirty dollars (\$30) per day for Labrador
 - Breakfast - seven dollars (**\$7**)
 - Lunch - nine dollars (\$9)
 - Dinner - fourteen dollars (\$14)
- * (b) Effective date of signing:
 - twenty-eight dollars (\$28) per day for the **Island**
 - Breakfast - *six* dollars (**\$6**)
 - Lunch - nine dollars (\$9)
 - Dinner - thirteen dollars (\$13)

thirty-one dollars (\$31) per day for Labrador

Breakfast - seven dollars (**\$7**)
 Lunch - nine dollars (\$9)
 Dinner - fifteen dollars (\$15)

* (c) Effective July 1, 1992:

twenty-nine dollars (\$29) per day for the Island

Breakfast - six dollars (**\$6**)
 Lunch - nine dollars (\$9)
 Dinner - fourteen dollars (**\$14**)

thirty-two dollars (\$32) per day for Labrador

Breakfast - eight dollars (\$8)
 Lunch - nine dollars (\$9)
 Dinner - fifteen dollars (\$15)

In areas where the cost of meals is likely to exceed these rates, based on the opinion of the Co-ordinator/Supervisor, vouchered expenses may be submitted.

30.02 For travel on the Employer's business for less than one (1) day, the appropriate meal allowance shall apply.

30.03 (a) When an employee has been in consecutive overnight travel status, charges for laundry and valet services (not including dry-cleaning) are reimbursable up to the maximum amounts shown in the following schedule:

<u># of Consecutive Nights on Travel Status</u>	<u>Maximum Allowable Claim</u>
1 - 3	nil
4 - 7	\$ 3.50
8 - 14	7.50
15 - 21	10.50
For each additional 7 nights	7.50

(b) Receipts are required for claims submitted in accordance with this Clause.



- 30.04 When an employee has been on overnight travel status for a period of three (3) consecutive days, he shall be reimbursed for the cost of one (1) personal long distance call, not longer than three (3) minutes at the person-to-person rate for each such period on travel status.

ARTICLE 31

DURATION OF AGREEMENT

31.01 Duration

This Agreement shall be in full force and effect from date of signing and shall remain in full force and effect until June 30, 1993, unless otherwise provided for in a specific Article.

31.02 Agreement to Remain in Effect

This Agreement shall remain in full force and effect during negotiations for renewal of the terms of this Agreement and until such time as it is replaced by a new Collective Agreement. Notwithstanding the above, the parties shall retain their legal right to lockout or strike in accordance with the Public Service (Collective Bargaining) Act.

*31.03 Notice of Amendment

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

In Witness Whereof the parties hereto have executed this Agreement the day and year first before written.

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

David Norman
Witness

Winston Baker

SIGNED on behalf of Group Homes and Co-operative Apartments:

Avalon Community Accommodations Board (ACAB), St. John's, Newfoundland (2 Certification Orders):

Richard Hanger
Witness

[Signature]

Bay St. George Residential Support Board, Co-operative Apartment #4, Stephenville, Newfoundland:

Witness

Carbonear Group Home, Carbonear, Newfoundland:

Witness

Gambo Group Home, Gambo, Newfoundland:

Witness

Gander Group Home, Gander, Newfoundland:

Witness

Grand Bank Group Home, Grand Bank, Newfoundland:

Witness

Grand Bank/Fortune Interfaith Co-operative Apartment, Grand Bank, Newfoundland:

Witness

Hamilton Heights Group Home, Happy Valley/Goose Bay, Labrador:

Witness

Maple Valley Group Home, Lewisporte, Newfoundland:

Witness

Marystown Group Home, Marystown, Newfoundland:

Witness

Memorial United Church Group Home, Grand Falls, Newfoundland:

Witness

Pine Heights Group Home, Grand Falls, Newfoundland:

Witness

St. Augustine's Group Home, Stephenville, Newfoundland:

Witness

St. Anthony Group Home, St. Anthony, Newfoundland:

Witness

St. Francis Foundation, St. John's, Newfoundland:

Witness

St. James Co-operative Apartment, Kilbride, Newfoundland

Witness

Salvation ~~Army~~ Youth Assessment Centre, Topsail, Newfoundland

Witness

Sisters of Mercy Group Home, St. John's, Newfoundland:

Witness

United Church Group Home, St. John's, Newfoundland (#1):

Witness

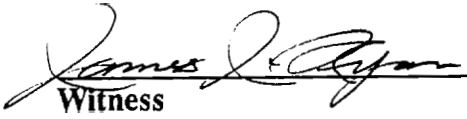
United Church Group Home, St. John's, Newfoundland (#2):


Witness


United Church Group Home, Mount Pearl, Newfoundland (#3):

Witness

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


Witness







GOVERNMENT OF NEWFOUNDLAND AND LABRADOR

TREASURY BOARD

P.O. BOX 4750, A1C 5T7

ST. JOHN'S

Mr. James Ryan
Chief Negotiator
NAPE - Group Home

LETTER OF UNDERSTANDING

Re: Staffing/Safety Concerns

The Employer agrees that safety of **residents** and **staff** is a paramount consideration in determining staffing Levels for each shift in a Group Home. Therefore the Employer agrees to abide by applicable fire and safety regulations in determining **staff** levels and will ensure that regular inspections are carried out by fire officials of the **respective** community. In addition the Employer agrees, and in fact, encourages employees to bring forth any concerns they may have regarding safety in labour management meetings as provided for in Article 9.01.

A handwritten signature in black ink, appearing to read "J. Glenn Trask", written over a horizontal line.

J. GLENN TRASK
Chief Negotiator
Treasury Board



GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TREASURY BOARD
P.O. BOX 4750, A1C 5T7

ST. JOHN'S

Mr. James Ryan
Chief Negotiator
NAPE - Group Home

Letter of Intent

Re: Soliciting

The Employer or any Employer representative shall not solicit or ask for donation of money or goods from employees (e.g. for the benefit of resident or Home requirements).

A handwritten signature in black ink, appearing to read "J. Glenn Trask".

J. GLENN TRASK
Chief Negotiator
Treasury Board



GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TREASURY BOARD

P.O. BOX 4750, A1C 5T7

ST. JOHN'S

LETTER OF UNDERSTANDING

Mr. James Ryan
Chief Negotiator
NAPE - Group Home

1988-08-10
7:00 p.m.

Re: Staff Facilities

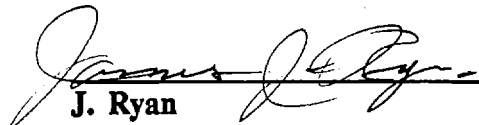
The Employer agrees that wherever possible, within existing space limitations, employees will be provided with an area within the Home for storage of clothes and personal belongings.

J. GLENN TRASK
Chief Negotiator
Treasury Board

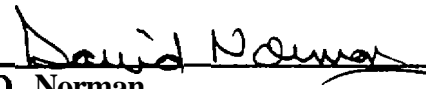
EMC AN OF AGREEMENT

**RE: Memorandums of Understanding
St. James and Grand Bank/Fortune
Co-operative Apartments**

It is agreed that the attached Memorandums of Understanding for the St. James and Grand Bank/Fortune Co-operative Apartments will continue in effect for the duration of this Collective Agreement unless otherwise mutually agreed by both parties.



J. Ryan
Chief Negotiator
NAPE



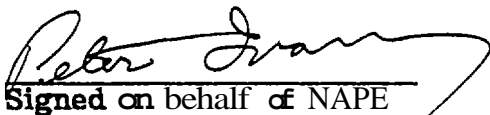
D. Norman
Chief Negotiator
Treasury Board

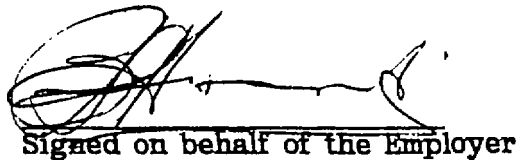
OF UNDERSTANDING

ST. JAMES CO OP APARTMENT

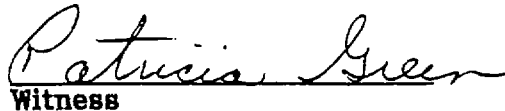
The Employer and the Union agree that the St. James Co-operative Apartment, Kilbride, will become a signatory to the NAPE Master Group Homes Collective Agreement signed on January 23, 1989, subject to the following conditions :

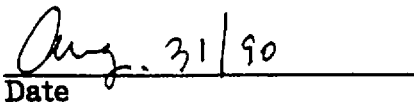
1. Wherever applicable, "Co-op Apartment" will be substituted for "Group Home".
2. The stipend for employees who "sleep over" as relief for the live-in supervisor shall remain at \$50 per 8 hour shift.
3. Amend 4.03(b) (4) to read: Co-ordinator(s) in a family model home who Live in as parents and Live-in Co-op Apartment Supervisor(s), according to the current practise.
4. The words "Live in Supervisor" and "Relief Worker" will be used for the Co-op Apartment, where applicable, wherever the Group Home Agreement refers to "Co-ordinator" and "Counsellor", respectively.
5. Classification and Pay Division of Treasury Board will review the classification level of Co-op Apartment Relief Worker for the St. James Co-op Apartment. Any adjustment in salary level to be effective May 15, 1990.
6. The effective date of this Collective Agreement for the St. James Co-op Apartment will be September 1, 1989.

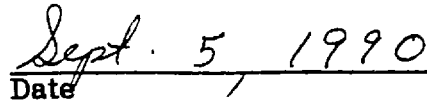

Signed on behalf of NAPE


Signed on behalf of the Employer


Witness


Witness


Date


Date

MEMORANDUM OF UNDERSTANDING

GRAND BANK/FORTUNE INTERFAITH CO-OP APARTMENT

The Employer and the Union agree that the Grand Bank/Fortune Interfaith Co-operative Apartment, Grand Bank, will become a signatory to the NAFE Master Group Homes Collective Agreement signed on January 23, 1989, subject to the following conditions:

- 1. Wherever applicable, "Co-op Apartment" will be substituted for "Group Home".
- 2. Amend 4.03 (b)(4) to read: Co-ordinator(s) in a family model home who live in as parents and Live-in Co-op Apartment Supervisor(s), according to the current practice.
- 3. The words "Live in Supervisor" and "Relief Worker" will be used for the Co-op Apartment, where applicable, wherever the Group Home Agreement refers to "Co-ordinator" and "Counsellor", respectively.
- 4. The Effective date of this Collective Agreement for the Grand Bank/Fortune Interfaith Co-op Apartment will be October 19, 1989. Salaries to be effective October 23, 1990 at the appropriate Co-op Apartment rate.

Peter J. [Signature]
Signed on behalf of NAFE

[Signature]
Signed on behalf of the Employer

[Signature]
Witness

[Signature]
Witness


Oct 23 / 90
Date

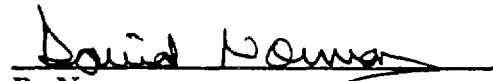
Nov 6, 1990
Date

MEMORANDUM OF AGREEMENT

RE: Classifications

It is agreed that any changes arising from the appeal of the classification review of Group Home **Counsellors** and Senior Group Home Counsellors conducted in 1989/90 will be effective April 1, 1989 as per the Memorandum of Agreement on **Classifications** which was included in the Master Group Home Collective Agreement signed on January 23, 1989.


J. Ryan
Chief Negotiator
NAPE

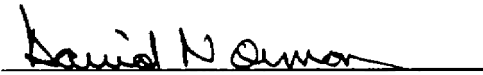

D. Norman
Chief Negotiator
Treasury Board

MEMORANDUM OF TEI

RE: Article 13.04

It is agreed by **both** parties that the well being of a resident involved in life threatening behaviour is of paramount importance. Should a matter of concern arise on the promotion or transfer of **an** employee because of a **life** threatening situation involving **a** resident, **such a** matter will be discussed by the **Labour** Management **Liaison** Committee or a full staff meeting, whichever is appropriate. **Should** this procedure not resolve the matter of concern, such matter may be referred **to** the parties for consultation and any **action** deemed appropriate or to refer the issue to **a third** party.


J. Yan
Chief Negotiator
NAPE


D. Norman
Chief Negotiator
Treasury Board



GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TREASURY BOARD

P. O. BOX 8700
ST. JOHN'S
A1B 4J6

FAX (709) 576-2156

1990 11 20

Mr. Jim Ryan
Chief Negotiator
NAPE Group Homes

Dear Mr. Ryan:

RE: Payroll Deduction Space

The Employer(s) shall provide payroll deduction space for NAPE Group Home employees so that payroll deductions *can* be made from the *salary* of these employees based on a written request **from** the individual employee or the Association, provided that the capabilities exist **with** the present payroll system or that the capabilities *can* be made available, at no significant cost to the Employer.

Sincerely,

A handwritten signature in black ink that reads "David Norman".

DAVID NORMAN
Staff Relations Specialist
Collective **Bargaining** Division

/cn

Schedule "A"

The salary scales applicable to positions within the bargaining unit are detailed in Schedule "A".

Salary Implementation Formula

July 1, 1990	Increase all pay scales by 3%
January 1, 1991	Increase all pay scales by 3%
July 1, 1991	Increase all pay scales by 4%
January 1, 1992	Increase all pay scales by 3%
July 1, 1992	Increase all pay scales by 4%
January 1, 1993	Increase all pay scales by 4%

Step Progression

1. Employees shall continue to advance one (1) step annually on their respective salary scale for each twelve (12) months of accumulated service.
2. New employees shall advance one (1) step annually on their respective salary scales effective the date when twelve (12) months of service is accumulated, and thereafter from year to year for each additional twelve (12) months of service accumulated.
3. For employees other than those employees who are considered permanent (full-time) employees under this Agreement, these employees will receive a step advancement on a pro rated basis (ie. when these employees work an equivalent of twelve (12) months of service).

List of Classifications

<u>Class Number</u>	<u>Classification Title</u>	<u>Pay Range Number</u>
6812	Senior Group Home Counsellor	GRH-22
6810	Group Home Counsellor	GRH-19
6816	Co-op Apartment Relief Worker (St. James and Grand Bank/Fortune)	GRH-17
7116	Cook I (Salvation Army Youth Assessment Centre - Topsail)	GRH-16

NAPE GROUP HOME SUPPORT STAFF

SCHEDULE A
SALARY SCALE
EFFECTIVE JULY 1, 1990

		STEP 1	STEP 2	STEP 3
GRH-08	ANNUAL HOURLY	19,718 9.48	20,342 9.78	20,966 10.08
GRH-09	ANNUAL HOURLY	19,864 9.55	20,488 9.85	21,133 10.16
GRH-10	ANNUAL HOURLY	19,989 9.61	20,654 9.93	21,299 10.24
GRH-11	ANNUAL HOURLY	20,134 9.68	20,800 10.00	21,466 10.32
GRH-12	ANNUAL HOURLY	20,322 9.77	20,987 10.09	21,653 10.41
GRH-13	ANNUAL HOURLY	20,509 9.86	21,174 10.18	21,861 10.51
GRH-14	ANNUAL HOURLY	20,717 9.96	21,424 10.30	22,131 10.64
GRH-15	ANNUAL HOURLY	20,966 10.08	21,694 10.43	22,443 10.79
GRH-16	ANNUAL HOURLY	21,216 10.20	21,986 10.57	22,755 10.94
GRH-17	ANNUAL HOURLY	21,570 10.37	22,381 10.76	23,171 11.14
GRH-18	ANNUAL HOURLY	21,798 10.48	22,651 10.89	23,483 11.29

NAPE GROUP HOME SUPPORT STAFF

EFFECTIVE JULY 1, 1990

GRH-19	ANNUAL HOURLY	22,235 10.69	23,130 11.12	24,003 11.54
GRH-20	ANNUAL HOURLY	22,693 10.91	23,650 11.37	24,606 11.83
GRH-21	ANNUAL HOURLY	23,067 11.09	24,086 11.58	25,126 12.08
GRH-22	ANNUAL HOURLY	23,525 11.31	24,627 11.84	25,730 12.37
GRH-23	ANNUAL HOURLY	23,982 11.53	25,147 12.09	26,312 12.65
GRH-24	ANNUAL HOURLY	24,856 11.95	26,125 12.56	27,394 13.17
GRH-25	ANNUAL HOURLY	25,792 12.40	27,123 13.04	28,475 13.69
GRH-26	ANNUAL HOURLY	26,728 12.85	28,142 13.53	29,557 14.21
GRH-27	ANNUAL HOURLY	27,664 13.30	29,162 14.02	30,638 14.73
GRH-28	ANNUAL HOURLY	28,662 13.78	30,222 14.53	31,782 15.28
GRH-29	ANNUAL HOURLY	29,453 14.16	31,054 14.93	32,677 15.71

NAPE GROUP HOME SUPPORT STAFF

EFFECTIVE JULY 1, 1990

GRH-30	ANNUAL HOURLY	30,243 14.54	31,907 15.34	33,592 16.15
GRH-31	ANNUAL HOURLY	31,366 15.08	33,114 15.92	34,861 16.76
GRH-32	ANNUAL HOURLY	32,365 15.56	34,195 16.44	36,005 17.31
GRH-33	ANNUAL HOURLY	33,384 16.05	35,298 16.97	37,190 17.88
GRH-34	ANNUAL HOURLY	34,549 16.61	36,525 17.56	38,501 18.51
GRH-35	ANNUAL HOURLY	35,838 17.23	37,898 18.22	39,957 19.21
GRH-36	ANNUAL HOURLY	37,170 17.a7	39,333 18.91	41,496 19.95
GRH-37	ANNUAL HOURLY	38,542 18.53	40,789 19.61	43,035 20.69
GRH-38	ANNUAL HOURLY	39,894 19.18	42,224 20.30	44,533 21.41
GRH-39	ANNUAL HOURLY	41,246 19.83	43,701 21.01	46,134 22.18
GRH-40	ANNUAL HOURLY	42,578 20.47	45,115 21.69	47,653 22.91

NAPE GROUP HOME SUPPORT STAFF

SCHEDULE A
SALARY SCALE
EFFECTIVE JAN 1, 1991

		STEP 1	STEP 2	STEP 3
GRH-08	ANNUAL HOURLY	20,301 9.76	20,946 10.07	21,590 10.38
GRH-09	ANNUAL HOURLY	20,446 9.83	21,112 10.15	21,757 10.46
GRH-10	ANNUAL HOURLY	20,592 9.90	21,258 10.22	21,923 10.54
GRH-11	ANNUAL HOURLY	20,738 9.97	21,424 10.30	22,110 10.63
GRH-12	ANNUAL HOURLY	20,925 10.06	21,611 10.39	22,318 10.73
GRH-13	ANNUAL HOURLY	21,112 10.15	21,819 10.49	22,526 10.83
GRH-14	ANNUAL HOURLY	21,341 10.26	22,069 10.61	22,797 10.96
GRH-15	ANNUAL HOURLY	21,590 10.38	22,360 10.75	23,109 11.11
GRH-16	ANNUAL HOURLY	21,861 10.51	22,651 10.89	23,421 11.26
GRH-17	ANNUAL HOURLY	22,214 10.68	23,046 11.08	23,878 11.48
GRH-18	ANNUAL HOURLY	22,464 10.80	23,317 11.21	24,190 11.63

NAPE GROUP HOME SUPPORT STAFF

EFFECTIVE JAN 1, 1991

GRH-19	ANNUAL HOURLY	22,901 11.01	23,816 11.45	24,731 11.89
GRH-20	ANNUAL HOURLY	23,379 11.24	24,357 11.71	25,355 12.19
GRH-21	ANNUAL HOURLY	23,754 11.42	24,814 11.93	25,875 12.44
GRH-22	ANNUAL HOURLY	24,232 11.65	25,376 12.20	26,499 12.74
GRH-23	ANNUAL HOURLY	24,710 11.88	25,896 12.45	27,102 13.03
GRH-24	ANNUAL HOURLY	25,605 12.31	26,915 12.94	28,226 13.57
GRH-25	ANNUAL HOURLY	26,562 12.77	27,934 13.43	29,328 14.10
GRH-26	ANNUAL HOURLY	27,518 13.23	28,995 13.94	30,451 14.64
GRH-27	ANNUAL HOURLY	28,496 13.70	30,035 14.44	31,574 15.18
GRH-28	ANNUAL HOURLY	29,536 14.20	31,138 14.97	32,739 15.74
GRH-29	ANNUAL HOURLY	30,347 14.59	31,990 15.38	33,654 16.18

NAPE GROUP HOME SUPPORT STAFF

EFFECTIVE JAN 1, 1991

GRH-30	ANNUAL HOURLY	31,158 14.98	32,864 15.80	34,590 16.63
GRH-31	ANNUAL HOURLY	32,323 15.54	34,112 16.40	35,922 17.27
GRH-32	ANNUAL HOURLY	33,342 16.03	35,214 16.93	37,086 17.83
GRH-33	ANNUAL HOURLY	34,403 16.54	36,338 17.47	38,293 18.41
GRH-34	ANNUAL HOURLY	35,589 17.11	37,606 18.08	39,645 19.06
GRH-35	ANNUAL HOURLY	36,899 17.74	39,021 18.76	41,142 19.78
GRH-36	ANNUAL HOURLY	38,293 18.41	40,518 19.48	42,723 20.54
GRH-37	ANNUAL HOURLY	39,686 19.08	42,016 20.20	44,325 21.31
GRH-38	ANNUAL HOURLY	41,101 19.76	43,493 20.91	45,864 22.05
GRH-39	ANNUAL HOURLY	42,474 20.42	45,011 21.64	47,528 22.85
GRH-40	ANNUAL HOURLY	43,867 21.09	46,467 22.34	49,088 23.60

NAPE GROUP HOME SUPPORT STAFF

SCHEDULE A
SALARY SCALE
EFFECTIVE JULY 1, 1991

		STEP 1	STEP 2	STEP 3
GRH-08	ANNUAL HOURLY	21,112 10.15	21,778 10.47	22,464 10.80
GRH-09	ANNUAL HOURLY	21,258 10.22	21,944 10.55	22,630 10.88
GRH-10	ANNUAL HOURLY	21,424 10.30	22,110 10.63	22,818 10.97
GRH-11	ANNUAL HOURLY	21,570 10.37	22,277 10.71	22,984 11.05
GRH-12	ANNUAL HOURLY	21,757 10.46	22,485 10.81	23,213 11.16
GRH-13	ANNUAL HOURLY	21,965 10.56	22,693 10.91	23,421 11.26
GRH-14	ANNUAL HOURLY	22,194 10.67	22,942 11.03	23,712 11.40
GRH-15	ANNUAL HOURLY	22,464 10.80	23,254 11.18	24,045 11.56
GRH-16	ANNUAL HOURLY	22,734 10.93	23,546 11.32	24,357 11.71
GRH-17	ANNUAL HOURLY	23,109 11.11	23,962 11.52	24,814 11.93
GRH-18	ANNUAL HOURLY	23,358 11.23	24,253 11.66	25,147 12.09

NAPE GROUP HOME SUPPORT STAFF

EFFECTIVE JULY 1, 1991

GRH-19	ANNUAL HOURLY	23,816 11.45	24,773 11.91	25,709 12.36
GRH-20	ANNUAL HOURLY	24,315 11.69	25,334 12.18	26,354 12.67
GRH-21	ANNUAL HOURLY	24,710 11.88	25,813 12.41	26,915 12.94
GRH-22	ANNUAL HOURLY	25,210 12.12	26,395 12.69	27,560 13.25
GRH-23	ANNUAL HOURLY	25,688 12.35	26,936 12.95	28,184 13.55
GRH-24	ANNUAL HOURLY	26,624 12.80	27,997 13.46	29,349 14.11
GRH-25	ANNUAL HOURLY	27,622 13.28	29,058 13.97	30,493 14.66
GRH-26	ANNUAL HOURLY	28,621 13.76	30,139 14.49	31,658 15.22
GRH-27	ANNUAL HOURLY	29,640 14.25	31,242 15.02	32,822 15.78
GRH-28	ANNUAL HOURLY	30,701 14.76	32,386 15.57	34,050 16.37
GRH-29	ANNUAL HOURLY	31,554 15.17	33,280 16.00	35,006 16.83

NAPE GROUP HOME SUPPORT STAFF

EFFECTIVE JULY 1, 1991

GRH-30	ANNUAL HOURLY	32,406 15.58	34,195 16.44	35,984 17.30
GRH-31	ANNUAL HOURLY	33,613 16.16	35,485 17.06	37,357 17.96
GRH-32	ANNUAL HOURLY	34,674 16.67	36,629 17.61	38,584 18.55
GRH-33	ANNUAL HOURLY	35,776 17.20	37,794 18.17	39,832 19.15
GRH-34	ANNUAL HOURLY	37,003 17.79	39,125 18.81	41,226 19.82
GRH-35	ANNUAL HOURLY	38,376 18.45	40,581 19.51	42,786 20.57
GRH-36	ANNUAL HOURLY	39,811 19.14	42,120 20.25	44,450 21.37
GRH-37	ANNUAL HOURLY	41,288 19.85	43,680 21.00	46,093 22.16
GRH-38	ANNUAL HOURLY	42,744 20.55	45,219 21.74	47,715 22.94
GRH-39	ANNUAL HOURLY	44,179 21.24	46,800 22.50	49,421 23.76
GRH-40	ANNUAL HOURLY	45,614 21.93	48,339 23.24	51,043 24.54

NAPE GROUP HOME SUPPORT STAFF

SCHEDULE A
SALARY SCALE
EFFECTIVE JAN 1, 1992

		STEP 1	STEP 2	STEP 3
GRH-08	ANNUAL HOURLY	21,757 10.46	22,443 10.79	23,130 11.12
GRH-09	ANNUAL HOURLY	21,902 10.53	22,610 10.87	23,317 11.21
GRH-10	ANNUAL HOURLY	22,069 10.61	22,776 10.95	23,504 11.30
GRH-11	ANNUAL HOURLY	22,214 10.68	22,942 11.03	23,670 11.38
GRH-12	ANNUAL HOURLY	22,422 10.78	23,150 11.13	23,899 11.49
GRH-13	ANNUAL HOURLY	22,610 10.87	23,379 11.24	24,128 11.60
GRH-14	ANNUAL HOURLY	22,859 10.99	23,629 11.36	24,419 11.74
GRH-15	ANNUAL HOURLY	23,130 11.12	23,941 11.51	24,752 11.90
GRH-16	ANNUAL HOURLY	23,421 11.26	24,253 11.66	25,106 12.07
GRH-17	ANNUAL HOURLY	23,795 11.44	24,690 11.87	25,563 12.29
GRH-18	ANNUAL HOURLY	24,066 11.57	24,981 12.01	25,917 12.46

NAPE GROUP HOME SUPPORT STAFF

EFFECTIVE JAN 1, 1992

GRH-19	ANNUAL HOURLY	24,523 11.79	25,501 12.26	26,499 12.74
GRH-20	ANNUAL HOURLY	25,043 12.04	26,104 12.55	27,144 13.05
GRH-21	ANNUAL HOURLY	25,459 12.24	26,582 12.78	27,706 13.32
GRH-22	ANNUAL HOURLY	25,958 12.48	27,186 13.07	28,392 13.65
GRH-23	ANNUAL HOURLY	26,458 12.72	27,747 13.34	29,037 13.96
GRH-24	ANNUAL HOURLY	27,435 13.19	28,829 13.86	30,222 14.53
GRH-25	ANNUAL HOURLY	28,454 13.68	29,931 14.39	31,408 15.10
GRH-26	ANNUAL HOURLY	29,494 14.18	31,054 14.93	32,614 15.68
GRH-27	ANNUAL HOURLY	30,534 14.68	32,178 15.47	33,821 16.26
GRH-28	ANNUAL HOURLY	31,637 15.21	33,342 16.03	35,069 16.86
GRH-29	ANNUAL HOURLY	32,510 15.63	34,278 16.48	36,046 17.33

NAPE GROUP HOME SUPPORT STAFF

EFFECTIVE JAN 1, 1992

GRH-30	ANNUAL HOURLY	33,363 16.04	35,214 16.93	37,045 17.81
GRH-31	ANNUAL HOURLY	34,611 16.64	36,546 17.57	38,480 18.50
GRH-32	ANNUAL HOURLY	35,714 17.17	37,731 18.14	39,728 19.10
GRH-33	ANNUAL HOURLY	36,837 17.71	38,938 18.72	41,018 19.72
GRH-34	ANNUAL HOURLY	38,126 18.33	40,290 19.37	42,474 20.42
GRH-35	ANNUAL HOURLY	39,541 19.01	41,808 20.10	44,075 21.19
GRH-36	ANNUAL HOURLY	41,018 19.72	43,389 20.86	45,781 22.01
GRH-37	ANNUAL HOURLY	42,515 20.44	44,990 21.63	47,466 22.82
GRH-38	ANNUAL HOURLY	44,034 21.17	46,592 22.40	49,130 23.62
GRH-39	ANNUAL HOURLY	45,510 21.88	48,214 23.18	50,918 24.48
GRH-40	ANNUAL HOURLY	46,987 22.59	49,774 23.93	52,582 25.28

NAPE GROUP HOME SUPPORT STAFF

SCHEDULE A
SALARY SCALE
EFFECTIVE JULY 1, 1992

		STEP 1	STEP 2	STEP 3
GRH-08	ANNUAL HOURLY	22,610 10.87	23,338 11.22	24,066 11.57
GRH-09	ANNUAL HOURLY	22,776 10.95	23,525 11.31	24,253 11.66
GRH-10	ANNUAL HOURLY	22,942 11.03	23,691 11.39	24,440 11.75
GRH-11	ANNUAL HOURLY	23,109 11.11	23,858 11.47	24,627 11.84
GRH-12	ANNUAL HOURLY	23,317 11.21	24,086 11.58	24,856 11.95
GRH-13	ANNUAL HOURLY	23,525 11.31	24,315 11.69	25,085 12.06
GRH-14	ANNUAL HOURLY	23,774 11.43	24,586 11.82	25,397 12.21
GRH-15	ANNUAL HOURLY	24,045 11.56	24,898 11.97	25,750 12.38
GRH-16	ANNUAL HOURLY	24,357 11.71	25,230 12.13	26,104 12.55
GRH-17	ANNUAL HOURLY	24,752 11.90	25,667 12.34	26,582 12.78
GRH-18	ANNUAL HOURLY	25,022 12.03	25,979 12.49	26,936 12.95

NAPE GROUP HOME SUPPORT STAFF

EFFECTIVE JULY 1, 1992

GRH-19	ANNUAL HOURLY	25,501 12.26	26,520 12.75	27,539 13.24
GRH-20	ANNUAL HOURLY	26,042 12.52	27,144 13.05	28,246 13.58
GRH-21	ANNUAL HOURLY	26,478 12.73	27,643 13.29	28,829 13.86
GRH-22	ANNUAL HOURLY	26,998 12.98	28,267 13.59	29,536 14.20
GRH-23	ANNUAL HOURLY	27,518 13.23	28,850 13.87	30,202 14.52
GRH-24	ANNUAL HOURLY	28,517 13.71	29,973 14.41	31,429 15.11
GRH-25	ANNUAL HOURLY	29,578 14.22	31,138 14.97	32,677 15.71
GRH-26	ANNUAL HOURLY	30,659 14.74	32,302 15.53	33,925 16.31
GRH-27	ANNUAL HOURLY	31,762 15.27	33,467 16.09	35,173 16.91
GRH-28	ANNUAL HOURLY	32,885 15.81	34,694 16.68	36,483 17.54
GRH-29	ANNUAL HOURLY	33,800 16.25	35,651 17.14	37,482 18.02

NAPE GROUP HOME SUPPORT STAFF

EFFECTIVE JULY 1, 1992

GRH-30	ANNUAL HOURLY	34,694 16.68	36,629 17.61	38,542 18.53
GRH-31	ANNUAL HOURLY	36,005 17.31	38,002 18.27	40,019 19.24
GRH-32	ANNUAL HOURLY	37,149 17.86	39,229 18.86	41,330 19.a7
GRH-33	ANNUAL HOURLY	38,314 18.42	40,498 19.47	42,661 20.51
GRH-34	ANNUAL HOURLY	39,645 19.06	41,912 20.15	44,179 21.24
GRH-35	ANNUAL HOURLY	41,122 19.77	43,472 20.90	45,843 22.04
GRH-36	ANNUAL HOURLY	42,661 20.51	45,136 21.70	47,611 22.89
GRH-37	ANNUAL HOURLY	44,221 21.26	46,800 22.50	49,379 23.74
GRH-38	ANNUAL HOURLY	45,781 22.01	48,443 23.29	51,106 24.57
GRH-39	ANNUAL HOURLY	47,320 22.75	50,128 24.10	52,936 25.45
GRH-40	ANNUAL HOURLY	48,859 23.49	51,771 24.89	54,683 26.29

NAPE GROUP HOME SUPPORT STAFF

SCHEDULE A
SALARY SCALE
EFFECTIVE JAN 1, 1993

		STEP 1	STEP 2	STEP 3
GRH-08	ANNUAL HOURLY	23,525 11.31	24,274 11.67	25,022 12.03
GRH-09	ANNUAL HOURLY	23,691 11.39	24,461 11.76	25,210 12.12
GRH-10	ANNUAL HOURLY	23,858 11.47	24,648 11.85	25,418 12.22
GRH-11	ANNUAL HOURLY	24,045 11.56	24,814 11.93	25,605 12.31
GRH-12	ANNUAL HOURLY	24,253 11.66	25,043 12.04	25,854 12.43
GRH-13	ANNUAL HOURLY	24,461 11.76	25,272 12.15	26,104 12.55
GRH-14	ANNUAL HOURLY	24,710 11.88	25,563 12.29	26,416 12.70
GRH-15	ANNUAL HOURLY	25,022 12.03	25,896 12.45	26,770 12.87
GRH-16	ANNUAL HOURLY	25,314 12.17	26,229 12.61	27,144 13.05
GRH-17	ANNUAL HOURLY	25,730 12.37	26,686 12.83	27,664 13.30
GRH-18	ANNUAL HOURLY	26,021 12.51	27,019 12.99	28,018 13.47

NAPE GROUP HOME SUPPORT STAFF

EFFECTIVE JAN 1, 1993

GRH-19	ANNUAL HOURLY	26,541 12.76	27,602 13.27	28,642 13.77
GRH-20	ANNUAL HOURLY	27,082 13.02	28,226 13.57	29,370 14.12
GRH-21	ANNUAL HOURLY	27,539 13.24	28,746 13.82	29,973 14.41
GRH-22	ANNUAL HOURLY	28,080 13.50	29,390 14.13	30,722 14.77
GRH-23	ANNUAL HOURLY	28,621 13.76	30,014 14.43	31,408 15.10
GRH-24	ANNUAL HOURLY	29,661 14.26	31,179 14.99	32,698 15.72
GRH-25	ANNUAL HOURLY	30,763 14.79	32,365 15.56	33,987 16.34
GRH-26	ANNUAL HOURLY	31,907 15.34	33,592 16.15	35,277 16.96
GRH-27	ANNUAL HOURLY	33,030 15.88	34,798 16.73	36,566 17.58
GRH-28	ANNUAL HOURLY	34,216 16.45	36,067 17.34	37,939 18.24
GRH-29	ANNUAL HOURLY	35,152 16.90	37,066 17.82	39,000 18.75

NAPE GROUP HOME SUPPORT STAFF

EFFECTIVE JAN 1, 1993

GRH-30	ANNUAL HOURLY	36,088 17.35	38,085 18.31	40,082 19.27
GRH-31	ANNUAL HOURLY	37,440 18.00	39,520 19.00	41,621 20.01
GRH-32	ANNUAL HOURLY	38,626 18.57	40,810 19.62	42,973 20.66
GRH-33	ANNUAL HOURLY	39,853 19.16	42,120 20.25	44,366 21.33
GRH-34	ANNUAL HOURLY	41,226 19.82	43,576 20.95	45,947 22.09
GRH-35	ANNUAL HOURLY	42,765 20.56	45,219 21.74	47,674 22.92
GRH-36	ANNUAL HOURLY	44,366 21.33	46,925 22.56	49,504 23.80
GRH-37	ANNUAL HOURLY	45,989 22.11	48,672 23.40	51,355 24.69
GRH-38	ANNUAL HOURLY	47,611 22.89	50,378 24.22	53,144 25.55
GRH-39	ANNUAL HOURLY	49,213 23.66	52,146 25.07	55,058 26.47
GRH-40	ANNUAL HOURLY	50,814 24.43	53,851 25.89	56,867 27.34

SCHEDULE B
TWELVE HOUR SHIFTS

11.03 Warnings

- (a) Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall, within seven (7) calendar days thereafter, give written particulars of such censure to the employee involved.

13.05 Trial Period

The successful applicant shall be placed on trial for a period of 347 working hours. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of 347 working hours. In the event that the successful applicant proves unsatisfactory, as assessed by the Employer, in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee promoted, transferred or hired because of the re-arrangement of positions shall also be returned to his former position or status, wage or salary rate, without loss of seniority. The parties may mutually agree in writing to extend the trial period. Where the Employer and the Union agree, the employee may revert to his/her former position prior to the completion of the trial period.

Hours of Work

- 14.01 (a) The hours of work shall be an average of eighty (80) hours per fortnight divided into twelve (12) hours, or a combination of twelve (12) hours and eight (8) hours.

Consecutive Shifts

- 14.02 (c) Employees shall not be scheduled for more than three (3) consecutive days of work unless mutually agreed otherwise between the supervisor and the employee.

Rest Periods

- 14.03 (a) Each employee shall be entitled to a rest period of fifteen (15) consecutive minutes during each third of a full working day, at a time to be scheduled by the supervisor.

Weekends Off

- 14.04 (b) Days off shall be planned in such a way as to distribute weekends off so that employees shall receive a **minimum** of two (2) weekends out of every four (4) weekends and the Employer shall endeavour to grant every second weekend off.

14.07 Rest Between Shifts

There shall be at least twelve (12) hours between shifts unless otherwise agreed by mutual consent between the employee and his Co-ordinator/Supervisor.

15.07 *(a) Standby

Employees required by the Employer to perform standby duty will be compensated per twelve (12) hour shift, provided the employee is available when called, as follows:

<u>Effective Date</u>	<u>Rate</u>
April 1, 1989	10.35 per twelve (12) hour shift

- *(b) Employees required by the Employer to perform standby duty on a statutory holiday will be compensated per twelve (12) hour shift, provided the employee is available when called, as follows:

<u>Effective Date</u>	<u>Rate</u>
April 1, 1989	13.65 per twelve (12) hour shift

Holidays

- 16.01 (a) The following shall be designated paid holidays and employees shall receive eight (8) hours paid leave for each:
- (a) New Year's Day
 - (b) Good Friday
 - (c) Commonwealth Day
 - (d) Canada Day
 - (e) Labour Day
 - (f) Armistice Day
 - (f) Christmas Day
 - (g) Boxing Day
 - (h) One (1) additional holiday as mutually agreed.

Annual Leave

17.01 (a) Length of Vacation

An employee shall receive an annual vacation with pay in accordance with his years of employment **as** follows:

- (i) less than 2080 working hours at the rate of 13 1/3 working hours for each 173 1/3 working hours of service;
- (ii) 2080 hours or more but less than 20,800 hours - 160 working hours;
- (iii) more than 20,800 hours but less than 52,000 hours of service - 200 working hours;
- (iv) for more than 52,000 hours of service - 240 working hours.
- (v) The minimum of annual leave that can be taken is one (1) hour.

17.08 Carry Forward of Vacation

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

- (1) 160 hours annual leave, if he is eligible for 160 hours in any year;
- (2) 200 hours annual leave, if he is eligible for 200 hours in any year;
- (3) 240 hours annual leave if he is eligible for 240 hours in any year.

Employees who are prohibited from taking annual leave because of Workers' Compensation benefits or extended sick leave shall be allowed to carry forward additional days.

18.02 Sick Leave Accumulation

- (a) **An** employee is eligible to accumulate **sick** leave with full pay at the rate of 16 working hours for each 173 1/3 hours of service.
- (b) The maximum number of days of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed 3840 hours.

19.01 Leave - General

Upon written request by the Union to the Co-ordinator/Supervisor, and with the approval in writing of the Co-ordinator/Supervisor, leave with pay shall be awarded to an employee as follows:

- (a) In the case of an employee who is a member of the Provincial Board of Directors of the Union or an elected delegate of a recognized Local of the Union and who is required to attend the Biennial Convention of the Union, the Newfoundland and Labrador Federation of Labour and Component Conventions within the Province, leave with pay not exceeding 24 working hours in any year for each of the above Conventions except that where a Component Convention and the biennial Convention are held in the same year, leave with pay not exceeding 16 working hours may be awarded for the purpose of attending the Component Convention,
- (b) In the case of an employee who is a member of the Provincial Board of Directors of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding 24 working hours in any year.
- (c) In the case of an employee who is a member of the Provincial Executive of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding 24 working hours in any year.
- (d) In the case of an employee who is a member of the Provincial Board of Directors of the Union or a delegated representative and who may wish to attend meetings of the Canadian Labour Congress or National Union of Provincial Government Employees, leave with pay not exceeding forty (40) working hours in any one (1) year. The Employer may grant additional leave without pay for this purpose. In any event, leave under this Clause will not exceed 160 working hours per Home per year.

22.01 Pay on Temporary Assignment to Higher Position

- (a) **An** employee who is assigned by the Employer to a position for which a higher rate of pay is applicable will receive the salary rate for the assigned position in accordance with the promotion procedure provided that he fills that position for a period of at least twelve (12) consecutive working hours.
- (o) “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, including periods of special leave without pay not exceeding 160 working hours in the aggregate in any year, unless otherwise specified in this Agreement.

All other Clauses of the Agreement which have not been amended shall apply to employees who work on a twelve (12) hour shift schedule as they do to all other employees.

SCHEDULE C

PAY EQUITY AGREEMENT

1988.06.24

1. PURPOSE

- 1.1 To achieve pay equity by redressing systemic gender discrimination in compensation for work performed by employees in female dominated classes within the bargaining units represented by AAHP, IBEW, CUPE, NAPE and NLNU, and whose members are employees covered by The Public Service (Collective Bargaining) Act, 1973.

2. DEFINITIONS

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

3. ADMINISTRATION

- 3.1 There shall be established a Pay Equity Steering Committee consisting of equal representatives from employers and unions representing employees affected by this Agreement. The union representatives on the Committee shall be selected by the unions concerned with each union having one (1) representative and one (1) vote each. The Committee shall have at least fifty percent (50%) female members. (the last sentence was formerly included in section 3.2)
- 3.1.1 The parties shall have the right to have advisors in attendance at meetings of the Pay Equity Steering Committee. The advisors shall not be voting members of the committee. Each party shall pay the cost of its advisor(s).
- 3.1.2 Alternates to serve on the Committee may be appointed by their respective parties from time to time; the names to be submitted to the Co-Chairpersons of the Steering Committee.
- 3.1.3 The Employer shall appoint a secretary to the Committee who will provide minutes of the previous meeting and agenda of the forthcoming meeting which will be circulated prior to each meeting. The secretary shall not be a voting member of the Steering Committee. (new)
- 3.1.4 The Committee shall meet as necessary at a mutually agreed time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Either party may call a meeting giving written notice and this meeting shall take place within seven (7) calendar days of the date of notice. (new)
- 3.1.5 Employees representing the union shall not suffer any loss of pay or benefits for the total time spent in meetings of the Steering Committee. (formerly part of 4.11)
- 3.2 Responsibility for chairing the Committee shall be shared by a Union representative and a Treasury Board representative. The Union Co-Chairperson shall be selected by the Union representatives from among their members on the Committee. At least one (1) of the Co-Chairpersons shall be female. (the former first sentence is now the last sentence of 3.1)

- 3.3 In order for the Committee to meet, all parties must be represented or have given their permission for the meeting to take place in their absence. (former 3.8)
- 3.4 The Steering Committee shall monitor the implementation of the pay equity policy. Its mandate is to ensure that the Pay Equity Agreement is met by the parties. (former 3.3)
- 3.5 Based on the terms of the Pay Equity Agreement, the Committee shall: (former 3.4)
- 3.5.1 Select a gender neutral job evaluation system for all female dominated and male dominated classes for each grouping within six (6) months of the establishment of the Committee and identify the classes to which the selected job evaluation system shall be applied. The selection of the system will involve determining the weight of each factor within the criteria. The job evaluation system selected shall assess value using the following criteria: (former 3.4.1)
- skill;
 - effort;
 - responsibility; and
 - working conditions..
- 3.5.1.1 For the purposes of selecting the male or female dominated classes, the Committee may agree to lower the minimum number and/or percentage if it is established that historically a certain class is dominated by males or females. (former 3.4.1.1)
- 3.5.2 Put in place pilot projects and a testing system prior to final acceptance of a job evaluation system to ensure that the system is gender neutral. (see note)
- 3.5.3 Determine pay equity wage adjustments in accordance with 4.6 and 4.11. (former 3.4.3)

- 3.5.4 Establish procedures required to: (former 3.4.4)
- Monitor the progress of pay equity implementation;
 - Ensure compliance with the Pay Equity Agreement;
 - Monitor consistency of implementation across various groupings.
- 3.5.5 If deemed necessary, select Advisors or Consultants. (former 3.4.5)
- 3.5.6 Identify employee communication and education programs relating to the process of pay equity. (former 3.4.6)
- 3.5.7 Other related matters as deemed necessary by the Committee. (former 3.4.7)
- 3.6 There can be combining of classes where the Committee agrees. (former 3.9)
- 3.7 Where an insufficient number of male dominated classes exists within a grouping, reference to other agreed upon groupings may be made by the Steering Committee to determine the Employer's wage policy line for male dominated classes. (former 3.11)
- 3.7.1 Should the Steering Committee determine that an insufficient number of male dominated classes exists at certain evaluation Levels to construct a statistically significant wage policy line for comparison of female dominated classes in the NLNU, AAHP, and Lab and X-Ray bargaining units, these bargaining units shall comprise a new grouping. The female dominated classes within this grouping shall be compared to the Employer's wage policy line as determined by a number of appropriate male dominated classes from the General Service bargaining unit as selected by the Steering Committee. (former 3.11.1)
- 3.8 Where appropriate, the Steering Committee may agree to adjust the pay range number(s) to retain the order within a series following a review of the evaluation of the classes within the series. (former 3.10)

- 3.9 The Steering Committee shall reach an agreement within three (3) months of completing the job evaluation process, respecting the allocation and orderly implementation of the pay equity wage adjustments required by this Agreement. (former 3.7)
- 3.10 Unanimity is required for all decisions concerning the Steering Committee. Failure to reach an agreement may result in either party referring the matter to binding arbitration. (former 3.5)
- 3.11 The Steering Committee shall have access to all necessary information pertaining to the pay equity process. (former 3.6)

4. IMPLEMENTATION

- 4.1 The Pay Equity Agreement shall be included as an Appendix in the relevant Collective Agreements and referenced by an article in the respective Collective Agreement.
- 4.2 The following shall apply to the establishment of Job Evaluation Committees (J.E.C.):
- 4.2.1 A Job Evaluation Committee, consisting of an agreed upon number of members, shall be established for each grouping. The Committee shall be equally representative of management and union with Co-Chairpersons, one (1) appointed by management, and one (1) appointed by labour. At least fifty percent (50%) of the Committee members shall be female. At least one (1) of the Co-Chairpersons shall be female.
- 4.2.2 Alternates to serve on the Committee may be appointed by their respective parties from time to time: the names to be submitted to the J.E.C. Secretary. The parties shall have the right to have Advisors in attendance at meetings of the J.E.C. The Advisors shall not be voting members of the Committee. Each party shall pay the costs of its advisors.
- 4.2.3 The Employer shall appoint a secretary to the Committee who will provide minutes of the previous meeting and agenda of the forthcoming meeting which will be circulated prior to each meeting. The secretary shall not be a voting member of the J.E.C.

- 4.2.4 Routine business decisions of the Committee shall be by a simple majority, whereas job rating decisions shall be a unanimous decision of the full Committee.
- 4.2.5 The Committee shall meet as necessary at a mutually agreed time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Either party may call a meeting giving written notice and this meeting shall take place within seven (7) calendar days of the date of notice.
- 4.2.6 The Health Care and Hydro Job Evaluation Committees shall be established within thirty (30) calendar days of the date of signing of the Pay Equity Agreement.
- 4.2.7 Employees representing the union on the J.E.C.'s shall be scheduled to work regular office hours and paid accordingly for the duration of the time required to complete its function as outlined in this Agreement. (formerly part of 4.11)
- 4.3 The Job Evaluation Committee shall:
- 4.3.1 Jointly agree upon questionnaire and/or job description forms, interview and/or observation procedures, and the employees involved in such processes, depending on the needs of the J.E.S. selected.
- 4.3.2 Ensure the necessary training of employees.
- 4.3.3 Evaluate classes.
- 4.3.4 Have access to all necessary information as appropriate.
- 4.3.5 Deal with other related matters, as agreed.
- 4.4 The Job Evaluation System shall not, replace the existing classification system, but shall be used as an overlay for a one-time audit of current compensation practices for pay equity purposes. The objective of the process is to ensure that female dominated classes are compensated on the same basis as male dominated classes.

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

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

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

who work for:

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

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

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

4.5.3 Other Public Service groupings.

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

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

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

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- 4.7 Funds allocated to implement pay equity will be in addition to funds available for other compensation
 - 4.8 No employees shall have their wages reduced, frozen (including negotiated increases) or red circled as a result of the implementation of this Pay Equity Agreement.
 - 4.9 The following timeframes shall apply:
 - 4.9.1 Within twelve (12) months of the selection of the job evaluation system, the J.E.C. shall apply the system in order to determine and compare the value of the work performed by female and male dominated classes.
 - 4.10 All pay equity wage adjustments shall be incorporated into the respective collective agreements.
 - 4.11 Pay equity comparisons of *female* and male dominated classes shall be made in accordance with the following procedure: (former 4.12)
 - 4.11.1 A Wage Policy Line shall be constructed in accordance with regression analysis techniques utilizing top-of-the-scale hourly wage rates and related evaluation levels for the male dominated classes. (former 4.12.1)
 - 4.11.2 The first technique to be used shall be the method of Least squares (straight regression line). only if this method proves to be unsatisfactory as a predictor of the employer's wage policy, will other methods be used. (former 4.12.5)
 - 4.11.3 Pay equity wage adjustments shall be made to each affected female dominated class wage rate over the period prescribed in 4.6 so as to bring the top of the scale hourly wage rate to the point on the male wage policy line corresponding to the given evaluation level. Steps below the top of the scale shall be adjusted so as to maintain existing structures and relationships. (former 4.12.2)

4.11.4 At the completion of the pay equity wage adjustment period, affected female dominated classes shall be adjusted upward to the corresponding pay range number and step taking into consideration the total wage applicable to the class at that time. (former 4.12.3)

4.11.5 The following is a required list of exemptions for pay equity comparison purposes: (former 4.12.4)

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

4.12 Where the J.E.C. fails to act as required or reach agreement within its jurisdiction, the Steering Committee shall have the power to endeavour to resolve the dispute. Failing settlement at this level, either party may refer the dispute to binding arbitration. (former 4.13)

5. ARBITRATION

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

5.1.1 Where a difference arises between the parties bound by this Pay Equity Agreement or on whose behalf it has been entered into and that difference arises out of the interpretation, application, administration or alleged violation of this Agreement or out of any question as to whether a matter is arbitrable, one of the parties may after exhausting other dispute settlement mechanisms as outlined in the Pay Equity Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the person appointed to be arbitrator by the party giving the notice.

5.1.2 The party to whom the notice is given shall within fifteen (15) days after receiving the notice, name the person whom it appoints to be arbitrator and advise the party who gave the notice of the name of its appointee.

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

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

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

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

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

6. GOOD FAITH

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

7. CHANGES IN AGREEMENT

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

8. PENSIONS

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

SCHEDULE D
THE CLASSIFICATION
APPEAL BOARD AND THE APPEAL PROCESS
(Summary)

The Classification Appeal Board

The Classification Appeal Board was established in 1971 by a Minute of the Executive Council. The Board is empowered to receive, hear and render final decisions on appeals against classification determinations in the provincial public service.

The Board is an independent body consisting of a Chairperson, Vice-Chairperson and up to four members, all of which are appointed by the Lieutenant-Governor-in-Council. The members of the Board are drawn from varied sectors within the community and serve for a period of one year, subject to re-appointment at the end of each calendar year.

The Board normally meets once a week with additional meetings scheduled as required. The Board office and meeting room is located in Building 851 in Pleasantville, St. John's.

All correspondence and enquiries should be directed to:

Chairperson
Classification Appeal Board
Building 851
Charter Avenue
Pleasantville
St. John's, Newfoundland
A1A 1R1
Telephone: 576-2658

Powers of the Board

The decisions of the Board are final and binding on all parties to the appeal. The Board is empowered to make the following kinds of decisions based on an assessment of the duties and responsibilities assigned:

- (1) to place the appellant's position at a more appropriate level in a series, i.e., Laboratory Technologist 1 to Laboratory Technologist 11, Maintenance Repairman 1 to Maintenance Repairman 11;
- (2) to place the appellant's position in a different series with a more appropriate classification, i.e., Clerk 1 to Clerk-Typist 1;

Limitations of the Board

The Board is not empowered to consider the following:

- (1) requests for the creation of a new classification. This function is reserved for Classification and Pay Division and only at the request of the Department and with the approval of Treasury Board;
- (2) requests for placement of a position at a higher step in the pay Level assigned, i.e., a move from Step 11 to Step 111 on the scale;
- (3) requests for assignment of a position to a classification exclusive to a particular Collective Agreement, i.e., Payroll Clerk 11, HS 22 to Payroll Clerk 111, GS 26 which is presently exclusive to the General Service Agreement or Clerk Stenographer 11, GS 17 to Secretary 1, HS 21 which is presently exclusive to the Hospital Services Agreement.

(4) to raise the pay level assigned to a particular classification to a more appropriate level, i.e., Child Therapist 1 at GS 17 to Child Therapist 1, GS 18 or Electrical Inspector 1V at PL 13 to PL 15.

The Appeal Process

The constitution, powers, and general procedures governing the operation of the Classification Appeal Board appear in most of the current Collective Agreements in the schedule entitled Classification Review and Appeal Board Procedures. These should be considered a general guide to any employee wishing to initiate an appeal against his or her classification.

Any employee who is dissatisfied with the classification assigned to his or her position may, following a review of the classification by the Classification and Pay Division, submit an appeal against that classification to the Classification Appeal Board.

Before initiating an appeal, the employee should be aware that certain pre-conditions must be met:

- (1) the position in question must have been classified by Classification and Pay Division;
- (2) the appeal must be initiated within the fourteen (14) days following the receipt by the employee of notification by the Classification and Pay Division of its decision on the employee's classification;
- (3) the grounds for any appeal are similar to those presented to Classification and Pay Division during the initial review of the classification.

Providing these conditions are met, the employee **may** appeal directly to the Board in accordance with the procedures stated below. **As** part of the appeal, the employee must include the following:

- (a) the employee's full name;
- (b) name of the employing department **and** place of **work**;
- (c) the classification being appealed including pay range number, step and current salary;
- (d) the classification which is deemed more appropriate.

Procedures

- (1) The Classification Review and Appeal Board Procedures, as they appear in the current Collective Agreements, and which are based on a Minute-in-Council 995-71 establishing a Classification Appeal Board **will** continue to apply, and remain in full force and effect.
- (2) On receipt of an appeal from an employee, the Board will assemble all the pertinent information relating to the classification of the position, including all pay data, organization charts, personnel information, audit notes and evaluation statements used by Classification and Pay Division in making their determination and forward a file copy **of** each item to the appellant and his/her immediate supervisor.
- (3) Within a period of fourteen (14) days, the appellant may forward to the Board a written statement raising any points on the above files which require clarification and/or commenting on any of the bases on which Classification and Pay Division made its classification determination, **Any** supporting statements, submissions or data should be forwarded to the Board at this time.
- (4) **A** copy of the appellant's reply including all supporting statements, submissions or data will be sent by the Classification Appeal Board to Classification and Pay Division who may submit a written comment and/or observations on the points raised by the appellant. In such cases, a copy of this reply will be sent to the appellant.

(5) **As** soon as the Classification Appeal Board is satisfied that all relevant information and correspondence pertaining to the appeal has been distributed to all parties to the appeal and that each party has had sufficient time to study, evaluate and respond to any points raised by the other, the Board will make the necessary arrangements for a hearing. In exceptional circumstances and with the consent of all parties, the Board may render its decision on the basis of the written record only.

(6) (a) For a hearing, the appellant, his/her supervisor, a representative from Classification and Pay Division and any other individual or party whose appearance, at the Board's discretion is deemed relevant to the appeal, will be ordered to appear together before the Board. The appellant, if he/she wishes, may be accompanied by an individual of his/her choice who may act as spokesperson.

(b) The hearing will be presided over by the Chairperson or Acting Chairperson of the Board who will retain control over the conduct of the hearings and who will rule on the relevancy of any questions or points raised by any of the persons or parties to the hearing.

(c) The Chairperson or Acting Chairperson may adjourn the hearing and order the appearance of any person or party who, at the Board's discretion it deems necessary to appear to give information or clarify any points raised during the hearing.

(7) Following the conclusion of the hearing(s), the Board will deliberate on and consider all supporting evidence and information provided and/or deemed relevant and shall, within fifteen (15) days of reaching a decision, render the same, in writing, **over** the signature of the Chairperson or Acting Chairperson, to the appellant and where applicable his/her designated representative, to Treasury Board and to the employing agency for such action as may be appropriate.

(8) The decision of the Board is final and binding on the parties to the appeal. The majority opinion of the Board shall prevail and there shall be no minority report. The processing of any classification change will be subject to Treasury Board Regulations.

SCHEDULE D

CLASSIFICATION APPEAL BOARD PROCEDURES

A. Definitions

1. "Appeal" means a request by an employee or a department head on behalf of the employee to the Classification Appeal Board for a change in the classification of his/her current position.
2. "Board" means the Classification Appeal Board constituted to function in accordance with these procedures.
3. "Classification" means the identification of a position by reference to a class title and a pay range number.
4. "Day" means a working day.
5. "Permanent Head" means permanent head as defined below or any official authorized by him/her to act on his/her behalf: -
 - (a) In respect of government departments, the Deputy Minister of the department concerned.
 - (b) in respect of agencies not specifically covered by the definitions in this Section, the highest management official in these agencies:
 - (c) in respect of hospitals not operated by Government, the Administrator of each such hospital.
6. "Review" means re-appraisal or re-assessment of an employee's current position classification by the Classification & Pay Division of Treasury Board upon request of the employee or the Department Head on behalf of the employee.
7. "Treasury Board" means Treasury Board as constituted pursuant to the Revenue & Audit Act as now or hereafter amended.

B. Constitution of Classification Appeal Board

1. There shall be a Board to be known as the Classification Appeal Board consisting of a Chairperson, Vice-Chairperson and not more than four members to be appointed by the Lieutenant-Governor in Council to serve for a period of one year in the first instance, subject to extension for further periods at the discretion of the Lieutenant-Governor in Council.
2. The Board is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures which any employee whose position has been classified by the Classification & Pay Division may wish to submit against the classification which has been assigned.
3. A quorum for the Board shall consist of three members including the Chairperson and Acting Chairperson.
4. In the absence of the Chairperson or Vice-Chairperson from a meeting of the Board, the members present shall appoint one of their members as Acting Chairperson.
5. The Board may hold hearings on appeals and may require an appellant to appear before it at any time and in any place in the Province it may deem desirable.
6. The Chairperson and members of the Board shall be compensated for their service at such rates as Treasury Board may approve.
7. Expenses incurred by the Board in the performance of its duties and such out of pocket expenses incurred by an appellant appearing before the Board at its request shall be paid from public funds, subject to the Treasury Board's approval.
8. The Board shall be provided with such clerical staff and facilities, e.g., office accommodation, etc. as the Treasury Board may deem necessary to assist it in its work.

9. A commission shall be issued to the Board, pursuant to Section 2 of the Public Enquiries Act, conferring upon it the powers set forth in the said section.

C. Procedures

1. The process of review and/or appeal pursuant to these procedures shall be available to any employee.
2. A review or appeal shall not be entertained on the grounds:
 - (a) of the inadequacy of the pay scale assigned to the **pay** range number;
 - (b) that the scope of duties and responsibilities have been improperly assigned to a position by management.
3. A request for review shall be submitted to the Director of the Classification & Pay Division, Treasury Board, Confederation Building, St. John's, in writing stating:
 - (a) the employee's full name;
 - (b) name of the employing department and place of work;
 - (c) the classification in respect **of** which the review is requested;
 - (d) details of the reasons why the employee considers that his/her present classification is incorrect and the justification for the classification which the employee considers to be correct.
4. The Classification & Pay Division shall consider each such request within 30 days of its receipt and within a further 30 days shall notify the employee in writing of its decision thereon.
5. If an employee is dissatisfied with the decision of the Classification & Pay Division, he/she may, if he/she **so** desires, appeal the decision to the Classification Appeal Board, Building 851, Charter Avenue, Pleasantville, St. John's, Nfld. A1A 1R1.
6. All such appeals shall be submitted to the Board in writing (in duplicate) within a period of not more than fourteen (14) days after the receipt of any employee of notification of the Classification & Pay Division's decision as above mentioned.
7. **An** appeal shall not be submitted to the Board on any grounds which differ from the grounds upon which **a** review by the Classification & Pay Division has been requested by the employee or a department head on behalf of the employee and no such appeal shall be entertained by the Board. In such a case the employee or department head on behalf of the employee shall first approach the Classification and Pay Division seeking a further review on the basis of the new circumstances involved.
8. The Board shall consider and rule only upon appeals received from an individual employee provided that such employee shall first have submitted a request to the Classification & Pay Division for **a** review of his/her classification, or a request for **a** review submitted by his/her department head on his/her behalf, in accordance with paragraph 3 of this Section, and shall have been notified in writing of the Division's decision on his/her request.
9. The Board has the right to refuse to receive or hear an appeal if it considers that the grounds upon which the appeal is submitted are irrelevant or not in accordance with the procedures contained herein.
10. The Board **may** call upon any person, at its discretion, to assist it in the consideration of any appeal which may be submitted to it.
11. The appellant who is requested to appear before the Board may be accompanied by another person of his/her choice who may address the Board on the appellant's behalf.

12. The employing department concerned shall allow time off from his/her regular duties to any employee who is required by the Board to appear before it, and in respect of such absence, the employee shall be regarded as being on paid leave of absence. It shall be the responsibility of the employee to obtain the prior approval of his/her department head before absenting himself/herself from duty for this purpose.

13. The decision of the Board on an appeal shall be final and binding on both the appellant and the Government. The majority opinion of the Board shall prevail and there shall be no minority report.

14. Decisions of the Board shall be conveyed in writing within 15 days over the signature of the Chairperson or acting Chairperson, to the appellant or his/her designated representative to Treasury Board and to the department head concerned for such action as may be appropriate.

Schedule "E"

GROUP HOMES/CO-OPERATIVE APARTMENTS COVERED BY THIS AGREEMENT

Avalon Community Accommodation Board (A.C.A.B), St. John's, Newfoundland - 2
Certification Orders

Bay St. George Residential Support Board Co-operative Apartment #4, Stephenville,
Newfoundland

Carbonear Group Home, Carbonear, Newfoundland

Gambo Group Home, Gambo, Newfoundland

Gander Group Home, Gander, Newfoundland

Grand Bank Group Home, Grand Bank, Newfoundland

Grand Bank/Fortune Interfaith Co-operative Apartment, Grand Bank, Newfoundland

Hamilton Heights Group Home, Happy Valley/Goose Bay, Labrador

Marystown Group Home, Marystown, Newfoundland

Maple Valley Group Home, Lewisporte, Newfoundland

Memorial United Church Group Home, Grand Falls, Newfoundland

Pine Heights Group Home, Grand Falls, Newfoundland

St. Anthony Group Home, St. Anthony, Newfoundland

St. Augustine's Group Home, Stephenville, Newfoundland

St. Francis Foundation, St. John's, Newfoundland

St. James Co-operative Apartment, Kilbride, Newfoundland

Salvation ~~Army~~ Youth Assessment Centre, Topsail, Newfoundland

Sisters of Mercy Group Home, St. John's, Newfoundland

United Church Group Home, St. John's, Newfoundland (#1)

United Church Group Home, St. John's, Newfoundland (#2)

United Church Group Home, Mount Pearl, Newfoundland (#3)

Schedule "F"

LABRADOR BENEFITS

ARTICLE 1 - SCOPE

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

ARTICLE 2 - DURATION

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

ARTICLE 3 - LABRADOR ALLOWANCE

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

Schedule "A"

Group 1

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

Group 2

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

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

ARTICLE 4 - TRAVEL ALLOWANCE

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

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

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

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

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

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

ARTICLE 5 - LEAVE

- 5.1 Permanent employees covered by this agreement shall receive non-cumulative, paid leave in the aggregate per year as follows:

Schedule "A", Group 1 One (1) Working Day
Schedule "A", Group 2 Three (3) Working Days

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

ARTICLE 6 - PROTECTIVE CLOTHING

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

ARTICLE 7 - RELOCATION EXPENSES

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

ARTICLE 8 - EXISTING GREATER BENEFITS

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

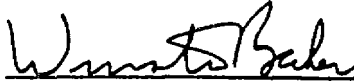
ARTICLE 9 - DEFINITIONS

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


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


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


WITNESS



WINSTON BAKER
PRESIDENT OF TREASURY BOARD

SIGNED on behalf of Newfoundland and Labrador Hydro


WITNESS

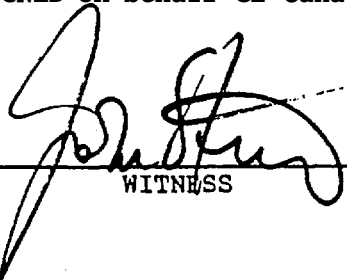


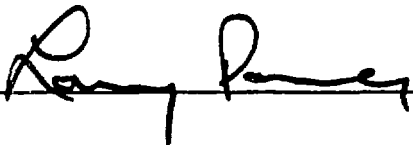
SIGNED on behalf of The Newfoundland Hospital and Nursing Home Association


WITNESS



SIGNED on behalf of Canadian Union of Public Employees


WITNESS



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

Ray James
WITNESS

John Doyle for Bob Clarke
BC

SIGNED on behalf of the Newfoundland and Labrador Nurses' Union

Sharon Tucker
WITNESS

Jeanette Anderson

SIGNED on behalf of the Newfoundland Teachers' Association

John O'Keefe
WITNESS

Kathleen

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

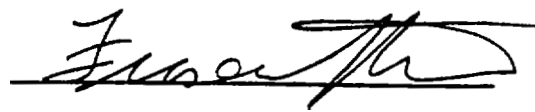
J. Jones
WITNESS
ITNESS

Joseph A. Sully

SIGNED on behalf of the Newfoundland Association of Public Employees



WITNESS



SCHEDULE "G"

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

**Effective January 1, 1979
Revised July 1, 1988**

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

BENEFITS

GROUP LIFE INSURANCE

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

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

DEPENDENT LIFE INSURANCE

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

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

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

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

Schedule of Benefits

100% of Principal Sum For Loss of:

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

75% of Principal Sum For Loss of:

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

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

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

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

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

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

- . All Toes of One Foot
- . Hearing in One Ear

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

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

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

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

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

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

Repatriation Benefit
Rehabilitation Benefit
Education Benefit

Spousal Retraining Benefit
Seat Belt Benefit
In-hospital Indemnity

WAIVER OF PREMIUM PROVISION

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

HEALTH INSURANCE BENEFITS FOR MEMBERS AND DEPENDENTS

Drug Expense Benefit

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

Hospital Expense Benefit

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

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

- a) Charges for eye examinations performed by an ophthalmologist or optometrist where the medicare plan does not cover such services, limited to one such expense in 12 consecutive months for dependent children under age 18 and once in every 24 consecutive months for all other insured persons;

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

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

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

Extended Health Benefit

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

Limitations

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

- injury or illness due to war or engaging in a riot or insurrection or for which you or your dependents are covered under Workers' Compensation or similar program; aesthetic surgery (cosmetic surgery for beautification purposes); ser-

VICES required due to any intentional self-inflicted injury; delivery charges; hearing tests; pregnancy tests; services or supplies received from a dental or medical department maintained by your employer, a mutual benefit association, labour union, trustee or similar type group; and services or supplies which are covered under a government hospital plan, a government health plan or any other government plan.

Group Travel Insurance

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

OPTIONAL BENEFITS

Optional Group Life Insurance

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

Optional Accidental Death and Dismemberment Insurance

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

Optional Long Term Disability Insurance

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

Optional Dental Care Insurance

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

GENERAL INFORMATION

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

Spouse

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

Dependent Children

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

Children of your spouse are considered dependents only if

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

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

Eligibility

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

- **all** temporary employees, if hired for a period of more than three months, are covered under the program from the first day of employment. Employees who are hired for a period of less than three months, who have their contract extended to at least **six** months, are required to participate from the date of notification that the contract was extended.
- seasonal, recurring employees are covered under the plan during their term of active employment. During periods of lay-off, provided they do not work for another employer during such lay-off, an employee has the option to continue coverage. **However, coverage will not continue unless a "Continuation of Coverage" form is completed, signed and given to your Staff Clerk/ Administrator prior to your leaving.**
- employees who elect early retirement will continue to be insured under the program **as** if active employees. Group life and accidental death and dismemberment insurance benefits will be calculated on the annual superannuation benefits. Coverage will be reduced on the first of the month following the date of retirement or age 65, whichever occurs first. For continuation of coverage to become effective, a Continuation of Coverage Form must be signed prior to the last day worked.
- upon attainment of age 65, for employees who are either still employed or retired with a minimum of five years participation under the old Mutual Life policy and/or Great-West Life contract, a life insurance policy in the amount of \$10,000 will be extended at no cost to the individual. All other benefits other than the supplementary health and dental insurance which may be continued on an optional basis, will terminate on the attainment of age 65.