

**COLLECTIVE AGREEMENT**

**BETWEEN**

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

**AND**

**THE NEWFOUNDLAND AND LABRADOR  
HEALTH BOARDS ASSOCIATION**

**AND**

**THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS  
NEWFOUNDLAND AND LABRADOR**

**Signed: March 6, 2009**

**Expires: June 30, 2012**

**THIS AGREEMENT**

made this 6<sup>th</sup> day of March Anno Domini Two Thousand and Nine.

**BETWEEN**

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

**AND**

THE NEWFOUNDLAND AND LABRADOR HEALTH BOARDS ASSOCIATION on behalf of  
its member health care facilities and agencies as listed in Schedule B;

of the one part;

**AND**

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

of the other part;

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

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## Article 1 - Definitions and Interpretations

\*1.01 For the purpose of this Agreement:

- (a) **"Administrator"** means the highest management officer of the health care facility or his/her designated representative.
- (b) **"Association"** means the Association of Allied Health Professionals, Newfoundland and Labrador.
- (c) **"Bargaining Unit"** means the bargaining unit recognized in accordance with Article 3.
- \* (d) **"Casual Employee"** means any employee who works on a casual or intermittent basis. These employees have no obligation to the Employer to come to work when they are called and the Employer has no obligation to call any one particular employee. Casual employees shall be entitled to all benefits of this agreement except for the following articles: 1.01(g), (l), (n), (o), (p), (q), (s), (t), (u), (w), (x), (z), (bb), (dd), 7.02, 12, 13, 14, 15, 16, 17, 18, 19.02, 19.03, 19.04, 20.04, 21, 22, 23, 24, (except 24.01 and 24.09), 25, 26.03, 27.01, 27.02, 29, 30, 32, 34, 37, 38, 39, 40.02.  
A list of casual employees indicating date of hire shall be forwarded to the shop steward by January 31 and July 1 each year. A casual employee shall receive a letter of appointment within thirty (30) calendar days of a change in his/her status. Casual employees shall participate in the Government Money Purchase Pension Plan. In lieu of the benefits outlined in these articles, the employee shall receive twenty percent (20%) on his/her basic salary as in Schedule "A".
- (e) **"Classification"** means the identification of a position by reference to a class title and pay range number.
- (f) **"Day"** means a working day unless otherwise stipulated in this Agreement.
- (g) **"Day of Rest"** means a calendar day on which an employee is not ordinarily required to perform the duties of his/her position other than:
  - (i) a designated holiday,
  - (ii) a calendar day on which the employee is on leave of absence, or
  - (iii) a day on which the part-time employee is not scheduled to work as part of his/her normal schedule including (i) and (ii) above.
- (h) **"Director"** means head of a health care facility, department or program or his/her designate.
- (i) **"Employee"** means any person included in the bargaining unit who is employed by the Employer for remuneration.
- (j) **"Employer"** means Treasury Board or a Health Authority listed in Schedule B represented herein by the Newfoundland and Labrador Health Boards Association.
- (k) **"Experience"** means years worked in one's profession with:
  - (a) a health care facility,
  - (b) other health care institution and/or,
  - (c) any other organization that is recognized by the employer which such recognition shall not be unreasonably withheld.

Employees shall make every reasonable effort to provide written verification of their experience, including the length and type of experience from their previous employer. Credit for past experience shall be applied from the date of hire if written documentation is provided within six months of the hire date. Documentation provided after six months

- will be credited as of the date written documentation is provided to the employer.
- (l) **"Health Care Facility"** means a health care facility, nursing home, institution or agency listed in Schedule "B".
  - (m) **"Holiday"** means the twenty-four (24) hour period commencing at 0800 hours of a calendar day designated as a holiday in this Agreement.
  - (n) **"Lay-off"** means the termination of employment of an employee because of lack of work or because of the abolition of a post, but retaining all recall rights in accordance with Article 24. Permanent employees who have a reduction in their hours of work shall have access to the layoff provision of Article 24.
  - (o) **"Leave of Absence"** means absence from duty with the permission of the Employer.
  - (p) **"Month"** is a calendar month, e.g. January, February, etc.
  - (q) **"Month of Service"** means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of one hundred and fifty (150) working hours.
  - (r) **"Newfoundland"** means Newfoundland and Labrador.
  - (s) **"Notice"** means notice in writing which is hand delivered or delivered by registered mail.
  - (t) **"Part-time Employee"** means an employee who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
  - (u) **"Probationary Period"** means a period of continuous employment of ninety (90) calendar days from the date of last hiring. If an employee has not completed four hundred and eighty-seven point five (487.5) hours of work during this period, his/her probationary period may be extended until he/she has actually completed four hundred and eighty-seven point five (487.5) hours of work. For the purposes of this clause, any time off from work excluding statutory holidays, annual leave or leave in lieu of overtime pay, shall not be considered as time worked. Employees whose probationary period is extended in this manner shall be notified, in writing, by the Employer before such extensions shall take effect.
  - (v) **"Reclassification"** means any change in the current classification of an existing position.
  - (w) **"Seniority"** subject to clauses 24.01 and 24.03, seniority is defined as the length of service (excluding overtime) with the Employer in a bargaining unit position and shall date from the last entry into employment with the Employer. Part-time employees shall earn seniority based on the above and based on the actual number of hours worked.
  - (x) **"Service"** means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding one hundred and fifty (150) working hours in the aggregate in any year unless otherwise specified in this Agreement.
  - (y) **"Shift"** means the normal consecutive working hours scheduled for each employee which occur in any twenty-four (24) hour period.
  - (z) **"Standby"** means any period of time during which, on the instructions of the Employer, an employee is required to be available for recall to work.
  - \*(aa) **"Temporary assignment"** means the explicit assignment of an employee by the Employer to temporarily fill a position. In the event that the position is a higher classification the

higher rate of pay is applicable. In the event that the position is a lower classification their current rate of pay will be maintained for the duration of the assignment.

- (bb) **"Temporary employee"** means an employee who is employed for a specified period of time or for the purpose of performing specific work and whose employment may be terminated, subject to Article 24.10 at the end of such period or upon the completion of such work. Any position occupied by a temporary employee shall be assumed by the holder of the permanent position on his/her return to duty, where applicable. If the position for which the temporary employee was hired is for relief purposes and becomes vacant, it shall be posted in accordance with Article 25 of the agreement. The temporary employee will receive an appointment letter upon hiring which will indicate the position for which he/she is hired and the date the temporary position is to terminate.
- (cc) **"Vacancy"** means an opening which is either permanent, part-time or of a temporary nature (for more than thirteen weeks) as outlined in clause 25.01(a).
- (dd) **"Week"** means the period from 0800 hours Monday to 0800 hours the following Monday inclusive.

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

## **Article 2 - Purpose of Agreement**

### **2.01 Relationship - Employee/Employer**

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

### **2.02 Provision of Quality Care**

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

## **Article 3 - Recognition and Check Off**

### **3.01 Recognition of Association**

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

### **3.02 New Classification**

- (a) In the event of the creation of a new classification during the term of this Agreement, the Employer agrees to consult with the Association as to whether such classification should be included in the bargaining unit. Should the parties be unable to agree, the matter shall be referred to the Labour Relations Board for adjudication.

- (b) Pending the agreement between the parties or a decision from the Labour Relations Board as to whether a position should be included in the bargaining unit, the Association dues deducted from the employee shall be held in trust by the Employer.

3.03 **Check-off Payments**

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

3.04 **Deductions**

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

3.05 **T4 Slips**

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

3.06 **Membership Requirements**

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

3.07 **Association Access**

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

3.08 **Bulletin Boards**

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

3.09 **Interviewing Opportunity**

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

**Article 4 - Management Rights**

4.01 **Rights and Powers**

The Association recognizes and agrees that all the rights, powers and authority both to operate and manage the institutions under its control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement. Should a question arise as to the exercise of Management's rights in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedure.

## **Article 5 - Employee Rights**

5.01 **Personal Complaints**

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

5.02 **The Employer Shall Not Discriminate**

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

5.03 **Rules and Regulations**

All rules, policies and regulations of the Employer which directly affect employees in the bargaining unit, required for proper management of health services being provided, shall be communicated in writing (including but not limited to e-mail) and be accessible to all employees.

5.04 **Work of the Bargaining Unit**

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

\*5.05 **Employee Information**

It is the responsibility of all employees to keep the Employer informed in writing of his/her contact information including the current mailing address and current telephone number.

## **Article 6 - Association and Management Committee**

6.01 **Committee of Association and Management**

- (a) The Employer and the Association shall form a Committee of Association and Management in all places of employment employing more than three (3) employees.
- (b) **Composition of Committee**  
This Committee shall be composed of three (3) employees designated by the Association and three (3) persons designated by the Employer. The numbers may be reduced by mutual agreement between the parties. An officer or representative(s) of the Association may attend the meetings as a consultant. The Employer may also appoint a person(s) as a consultant(s).
- (c) **Meetings of the Committee**  
The Committee shall meet at the request of either one of the parties but, in any case, at least once a month, unless mutually agreed otherwise. Meetings of the Committee shall be chaired alternately by the Employer's representative and the representative of the Association. Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson of that meeting as promptly as possible at the close of the meeting.
- (d) **Jurisdiction of Committee**  
The parties hereto acknowledge the mutual benefits to be derived from joint consultation between employees and the Employer on all aspects of the working conditions of the professional workers. The Committee, however, shall not supersede the activities of any other Committee of the Association or of Management and does not have the power to bind either the Association or its members or the Management to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Association and to Management with respect to its discussions and conclusions.

## **Article 7 - Leave for Association Business**

- 7.01 **Names of Representatives**  
The Association shall provide the Employer with a list of the officers of the Association. The Association shall notify the Employer of the name of their representative for that health care facility or agency, in writing, to the Administrator before the Employer shall be required to recognize that individual.
- 7.02 **Leave for Association Business**  
Upon written request by the Association to the Administrator and with the approval, in writing, of the Administrator, leave with pay shall be awarded as follows:
  - (a) **Association's Negotiating Team**  
Members of the negotiating team shall suffer no loss in pay while attending Collective Agreement negotiations with the Employer. Permission to attend such meetings shall not be unreasonably withheld.
  - (b) **Leave for Provincial Executive Meetings**  
For an employee who is a member of the Provincial Executive of the Association and who is

required to attend executive meetings of the Provincial Executive, leave with pay not exceeding thirty-seven point five (37.5) hours in any one (1) year.

(c) **Association Meetings**

For an employee who is a member of the Provincial Board of Directors of the Association and is required to attend meetings of the Association, leave with pay not exceeding twenty-two point five (22.5) hours in any one year.

(d) **National Meetings**

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

(e) **Biennial Convention**

For an employee who is a delegate to the Association's Biennial General Meeting (every two (2) years), leave with pay not exceeding twenty-two point five (22.5) hours.

Delegates shall be defined as any employee who is a member of the Provincial Executive; Board of Directors; On-Site Representative (shop steward); no more than two (2) employees from each facility at one time.

7.03 **Permission to Hold Meetings**

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

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

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

(b) During the period of such leave of absence, provided the insurance and pension plans permit, the employee shall be permitted to participate in these plans at no cost to the Employer.

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

7.05 **Shop Stewards**

(a) The Association shall be permitted to appoint one (1) shop steward per employer for each fifty (50) employees or part thereof.

(b) With the prior written approval of the administrator, special leave with pay not exceeding seven and one-half (7.5) hours in each year, shall be awarded to each shop steward for the purpose of attending educational seminars. Leave in accordance with this clause is not transferable.

## **Article 8 - Grievance Procedure**

### **8.01 Types of Grievances**

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

(a) **Employee Grievance**

Which shall be defined as the grievance of an individual employee.

(b) **Group Grievance**

Which shall be defined as the grievance of a group of employees.

(c) **Policy Grievance**

Which shall be defined as the grievance of the Employer or of the Association.

All grievance forms may be signed by a representative of the Union as agent for the employee, group or union, as the case may be.

### **8.02 Prompt Procedure**

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

### **8.03 Processing of Grievance**

- (a) The Association's shop steward shall suffer no loss of pay for the time spent processing grievances or attending meetings with the Employer's representative.
- (b) An executive officer or paid representative of the Association or the Association's shop steward with that Employer may process a grievance if deemed desirable by the Association.
- (c) The Association and its representatives shall have a right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

### **8.04 Permission to Leave Work**

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

### **\*8.05 Settlement of Grievances**

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

- Step 1 An employee who has a grievance shall within seven (7) calendar days of the occurrence or discovery of the grievance, submit his/her grievance to the Association's shop steward.
- Step 2 If the Association's shop steward considers the grievance justified, the employee concerned, together with the representative may, within seven (7) calendar days, submit the grievance in writing to the employee's Director.
- \*Step 3 Failing satisfactory settlement of the grievance within fourteen (14) calendar days after the grievance was submitted under Step 2, the employee assisted by the shop steward shall submit the grievance to the Administrator. The Administrator shall meet with the employee and shop steward and shall declare his/her decision within twenty-one (21) calendar days after receipt of the grievance.
- \*Step 4 Failing satisfactory settlement at Step 3, the Association may, by giving notice in writing within twenty-one (21) calendar days of receipt of the Administrator's decision, declare its intention to refer the grievance to arbitration.

8.06 **Technical Objection to Grievances**

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

8.07 **Amending of Time Limits**

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

8.08 **May Omit Grievance Steps**

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

8.09 **By-Pass Steps**

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

8.10 **Mutually Agreed Changes**

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

8.11 **Replies to Submissions**

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

8.12 **Facilities for Meetings**

Facilities for grievance meetings shall be supplied by the Employer.

8.13 **Grievance Presented by Mail**

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

**Article 9 - Arbitration**

9.01 **Composition of the Board of Arbitration**

- (a) When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail, addressed to the other party of the Agreement, indicating the name of its nominee on the Arbitration Board. Within fifteen (15) calendar days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then meet to select an impartial Chairperson.
- (b) If the party receiving the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a chairperson within ten (10) calendar days of their appointment, the appointment shall be made by the Minister of Human Resources, Labour and Employment.

9.02 **Board Procedure**

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

9.03 **Decision of the Board**

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

9.04 **Decision on Monetary Award**

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

9.05 **Expenses of the Board**

Each party shall pay:

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

9.06 **Amending of Time Limits**

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

9.07 **Single Arbitrator**

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

9.08 **Witnesses**

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witness. Subject to the approval of the Employer, such time off with pay shall be provided.

9.09 **Conflict of Interest**

No person

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

9.10 **Grievance and Arbitration Pay Provision**

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

**Article 10 - Probation, Discharge, Suspension and Discipline**

10.01 **Probationary Employee**

- (a) **Interview** - Probationary employees shall be interviewed at least once regarding his/her work performance.
- (b) **Termination** - The termination of a probationary employee is not subject to the grievance and arbitration procedure unless discrimination is alleged.
- (c) **Extension of Probationary Period** - The Employer and the Association may mutually agree to extend the probationary period.

10.02 **Suspension and Discharge**

In the event of suspension or discharge, the employee concerned shall have the right to representation by a member of the Association during any meeting or investigation of grievance as a result of the suspension or discharge.

**\*10.03 Suspension and Discharge Procedure**

- (a) An employee who has completed his/her probationary period may be dismissed, but only for just cause.
- \* (b) When an employee is discharged, suspended or reprimanded, such an employee shall be advised in writing within twenty-one (21) calendar days by the Employer of the reason for such discharge, suspension, or reprimand.
- (c) Where it is determined that an employee has been suspended or discharged in violation of Clause 10.03(b), that employee shall be immediately reinstated to his/her former position without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such suspension or discharge.
- (d) When an employee is required to attend a meeting with the Employer which concerns an oral reprimand or which precedes a written warning, the Employer shall advise the employee that he/she has a right to be accompanied by a representative of the Association.

**10.04 Adverse Report**

The Employer shall notify the employee in writing of any dissatisfaction concerning his/her work within fourteen (14) calendar days of the event of the complaint. This notification shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, the expression of dissatisfaction shall not become a part of his/her record for use against him/her at any time.

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

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

Upon the written request of an employee, the adverse report shall be removed from the personal file.

**10.05 Performance Evaluation**

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

- (b) **Signing Performance Evaluations**

An employee shall be given an opportunity to sign all evaluations and assessments of his/her work performance. The employee's signature on these evaluations and assessments shall not be construed to mean agreement with the evaluations or assessments but merely receipt of same. If the employee refuses to sign any evaluations or assessments, it shall be indicated on the evaluation or assessment that it was presented to him/her and he/she refused to sign it.

**10.06 Personal Files**

There shall be one (1) official recognized personal file and this file shall be maintained by the Employer. An employee shall, after making an appointment, be allowed to inspect

his/her personal file and be accompanied by a representative of the union if he/she so desires.  
A copy of any document placed in an employee's official personal file, which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received the same document by signing the file copy.

10.07 **Right to be Represented**

An employee who is required to attend a meeting or be part of an investigation dealing with warnings, adverse reports, suspension or discharge shall be advised that he/she has a right to be accompanied by a Union representative.

10.08 **Justice and Dignity Provision**

If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the collective agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from his/her place of employment, it shall be with pay.

10.09 **Consultation of File**

An employee who has been terminated may consult his/her personnel file within twenty-one (21) days of the date of his/her termination after making an appointment and during regular working hours. Any employee involved in an arbitration hearing shall have the right to copy all documents contained in his/her personnel file.

**Article 11 - Strikes and Lockouts**

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

**Article 12 - Statutory Holidays**

12.01 **Statutory Holidays**

(a) **Designation of Holidays**

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

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

One (1) additional day as mutually agreed in each health care facility by the parties.

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

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

(c) **Compensation for Holiday Falling on a Saturday or Sunday**

(i) 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 the calculation of benefits under Article 12-Holidays. All other employees shall observe the following Monday as a holiday.

(ii) For the purpose of this Agreement when any of the aforementioned 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 the calculation of benefits under Article 12-Holidays. All other employees shall observe the following Tuesday (where the preceding section already applied to Monday) as the holiday.

12.02 **Compensation for Work on a Holiday**

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

(a) Compensation for work on a holiday - time and one-half (1 1/2).

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

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

When a calendar day designated as a holiday under Clause 12.01 coincides with an employee's day of rest, the employee shall receive seven point five (7.5) hours off in lieu of the holiday at a later date approved by the Employer. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive pay at the applicable rate of pay.

12.04 **Time Off in Lieu of Payment**

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

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

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

12.06 **New Holidays**

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

12.07 **Statutory Holiday During Sick Leave**

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

12.08 **Statutory Holiday During Workers' Compensation**

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

12.09 **Christmas and New Year's Leave**

An employee scheduled to work on Christmas Day shall not be scheduled to work on New Year's Day and shall receive New Year's Eve as a scheduled day of rest. An employee scheduled to work on New Year's Day shall not be scheduled to work on Christmas Day and shall receive Christmas Eve as a scheduled day of rest unless otherwise mutually agreed.

**Article 13 - Vacation**

13.01 **Vacation**

(a) **Length of Vacation**

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

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

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

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

13.02 **Vacation Period**

An employee shall be entitled to request annual vacation throughout the calendar year, and such requests shall not be unreasonably denied.

13.03 **Vacation Pay**

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

13.04 **Anticipated Vacation**

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

13.05 **Refund of Overdrawn Vacation Pay**

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

13.06 **Selection of Vacation Dates**

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

A summer vacation schedule shall be communicated to employees in all departments/divisions by May 1 each year unless otherwise mutually agreed between the employee and the employer.

The employer will endeavour, upon written request, to grant annual leave between the period of June 1 and September 30, both dates inclusive.

13.07 **Carry Forward of Vacation**

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

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

(b) An employee who has exceeded the carry forward limit in 13.07 (a) will be notified in writing three (3) months in advance of the end of the vacation year, outlining the balance in excess of the carry forward limit. Only these employees who are prohibited from utilizing the excess balance due to requirements of the Employer will be permitted to carry forward

the excess balance.

**\*13.08 Substitution for Vacation**

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

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

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

**13.10 Calculation of Vacation Pay**

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

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

For the purpose of this Article, an employee who is paid full salary or wages in respect of seventy-five (75) hours or more working hours in the first or last calendar month of his/her service shall, in each case, be entitled to the full vacation benefits for that month.

**13.12 Overtime Vacation Pay**

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

**13.13 Unused Vacation Paid to Estate**

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

**13.14 Transferring Vacation Leave**

Subject to clause 29.01, employees transferring or accepting employment under the

transfer and portability article, may upon termination, transfer up to a maximum of one hundred and fifty (150) hours of vacation leave and shall receive pay for the balance of his/her accumulated vacation leave.

## **Article 14 - Sick Leave**

### **14.01 Annual Paid Sick Leave**

- (i) An employee is eligible to accumulate sick leave with full pay at a rate of fifteen (15) working hours for each 162.5 hours of service.
- (ii) Notwithstanding Clause 14.01(i), an employee hired after the earlier of the date of signing or July 1, 2006 is eligible to accumulate sick leave with full pay at a rate of seven point five (7.5) working hours for each 162.5 hours of service.
- (iii) The maximum amount of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed thirty six hundred (3600) working hours.
- (iv) Notwithstanding Clause 14.01(i), the maximum number of days of sick leave which may be awarded to an employee hired after the earlier of the date of signing or July 1, 2006 during any consecutive twenty (20) year period of service shall not exceed eighteen hundred (1800) hours.

### **14.02 Proof of Illness**

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

### **14.03 Expiration of Paid Sick Leave**

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

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

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

### **14.05 Extension of Sick Leave**

- (a) An employee with more than five (5) years of service who has exhausted his/her sick leave credits may be allowed, in the event of illness, an extension of his/her sick leave to a maximum of one hundred and twelve point five (112.5) hours. This sick leave extension

shall be repaid by the employee upon his/her return to duty from his/her normal monthly accumulation.

- (b) When an employee has used the maximum of sick leave which may be awarded to him/her in accordance with the Agreement, he/she may elect, if he/she is still unfit to return to duty, to proceed on annual leave including current and accumulated leave, if he/she is eligible to receive such leave and, if not, on special leave without pay to a maximum of one (1) year.
- (c) Medical certificates as required by the Employer shall be supplied.

**\*14.06 Illness Associated with Pregnancy**

An employee may be awarded sick leave for illness that is a result of or is associated with pregnancy whether such illness occurs before or immediately after the birth of a child, provided that the employee has sick leave available to her and that a medical certificate is provided by her doctor.

**14.07 Deductions from Sick Leave**

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

**\*14.08 Medical Care Leave**

Employees may be allowed to take sick leave in order to engage in personal preventative medical and dental care. The employees shall be required to show proof of having received such care. Employees shall, where possible, provide a minimum of twenty-four (24) hours advance notice of his/her appointment and endeavour to a reasonable extent to schedule appointments during off duty hours.

**14.09 Sick Leave Defined**

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

**\*14.10 Sick Leave Credits for the First or Last Month of Service**

For the purpose of this Article, an employee who receives full salary or wages in respect of seventy-five (75) or more working hours in the first or last calendar month of his/her service computed in full or half days shall, in each case, be entitled to sick leave benefits for that month.

**\*14.11 Disability Retirement**

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

their accumulated sick leave as per (a) above and may proceed on an unpaid leave of absence for a period of one (1) year before being pensioned or terminated.

### **Article 15 - Maternity/Adoption/Parental Leave**

#### **15.01 Maternity/Adoption/Parental Leave**

(a) **Request for Maternity Leave**

An employee shall be eligible for and shall be permitted to commence maternity leave at the beginning of the sixth (6th) month of pregnancy. Permission to commence maternity leave shall not be unreasonably denied.

(b) **Request for Adoption Leave**

An employee shall provide her/his employer with at least two weeks written notice prior to the commencement of adoption leave. The notice period can be reduced by the mutual agreement of the employee and the employer. The employee shall be eligible for and shall be permitted to commence adoption leave immediately following the adoption.

(c) **Request for Parental Leave**

An employee shall provide her/his employer with at least two weeks written notice prior to the commencement of parental leave. The notice period can be reduced by the mutual agreement of the employee and the employer. An employee shall be eligible for and shall be permitted to take parental leave of up to thirty-five (35) weeks in combination with maternity or adoption leave or at some other time (by either parent). In any event, such leave shall commence by the beginning of the fortieth (40th) week following the birth or adoption.

(d) The maximum leave allowed under this clause shall be fifty-two (52) weeks in total. However, the Employer may grant leave without pay when an employee is unable to return to duty after the expiration of leave under this clause, during which the employee shall earn service for seniority purposes.

#### **15.02 Return to Work**

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

#### **15.03 Vacation Before or After Maternity Leave**

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

#### **15.04 Retention of Accumulated Benefits**

The benefits under this Agreement accrued by an employee up to the commencement of maternity/adoption/parental leave, shall be retained by the employee provided that he/she returns to work within the time limits specified.

15.05 **Service While on Maternity/Adoption/Parental Leave**

- (a) While on maternity/adoption/parental leave, an employee shall continue to accumulate service for seniority, annual leave, sick leave, severance pay and step progression to a maximum of 1950 hours and shall be credited to the employee upon his/her return to work.
- (b) Should an employee change employment status at the employee's request (i.e. full time to part time or part time to full time) prior to or during the period of leave under this Article, the benefits outlined above will be credited on the basis of the new hours of work effective the date of the change in status.

15.06 **Maternity Leave - Job Posting**

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

15.07 **Protection of Pregnant Employees**

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

15.08 **Position Protection**

Subject to 15.06 and 24.02, upon return to work following maternity leave, an employee shall return to her previous position subject to operational requirements.

Employees who were in rotational positions upon commencing maternity leave will continue to have their name listed on the rotational positions and will be placed in the appropriate rotation positions upon return to work.

15.09 **Exemption from Standby/Call Back**

An employee returning from maternity/paternity/adoption leave, upon request, may be exempt from standby and callback for a maximum of three (3) months upon return to work provided qualified replacement staff in the work area are available to perform the standby and call back.

**Article 16 - Compassionate Leave**

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

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, common law spouse, parents of common law spouse, legal guardian, grandmother, grandfather, grandchild, father-in-law, mother-in-law, or near relative living in the same household, twenty-two point five (22.5) hours. For the purposes 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 or same sex, publicly represented that person to be his/her spouse and lives and intends to continue to live with that person as if that person were his/her spouse.

- (b) In the case of a son-in-law, daughter-in-law, brother-in-law or sister-in-law, seven point five (7.5) hours.
- (c) If the death of a relative referred to in Clause 16.01(a) occurs outside the Province the employee may be granted leave with pay not exceeding thirty (30) hours for the purpose of attending the funeral.
- (d) In cases where extraordinary circumstances prevail, the Employer at his/her discretion, may grant special leave with pay for bereavement up to a maximum of fifteen (15) hours in addition to that provided in Clauses 16.01(a), (b) and (c). Special compassionate leave without pay may be granted with the approval of the Employer.

### **Article 17 - Special Paid Leave**

#### **17.01 Paid Jury or Court Witness**

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

#### **17.02 Family Leave**

- (a) Subject to Clause 17.02(b), (c), and (d), an employee who is required to:
  - (i) attend to the temporary care of a sick family member living in the same household, or the employee's mother or father not necessarily living in the same household;
  - (ii) attend to the needs related to the birth of the employee's child;
  - (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
  - (iv) attend meetings with school authorities (including the Kinderstart program);
  - (v) attend to needs related to the adoption of a child; and
  - (vi) attend to needs related to home or family emergencies.
 shall be awarded up to three (3) days paid family leave in any calendar year for employees working eight (8) hour shifts and up to twenty-two point five (22.5) hours in any calendar year for employees working twelve (12) hour shifts.
- (b) In order to qualify for family leave, the employee shall:
  - (i) provide as much notice to the Employer as is reasonably possible;
  - (ii) provide to the Employer valid reasons why such leave is required; and
  - (iii) where appropriate, and in particular with respect to (iii), (iv), and (v) of 17.02(a),

have endeavoured to a reasonable extent to schedule such events during off-duty hours.

- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to compassionate leave or sick leave.
- (d) Casual employees shall not qualify for family leave.

17.03 **Educational Leave**

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

17.04 **Leave for Professional Association Business**

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

17.05 **Leave for Employees on Government Appointed Committees**

Any employee who is appointed as a representative of the Association to a Government, Employer or joint Employer/Union Committee, may be granted time with pay to attend such committee meetings where such requests for time off shall not be unreasonably denied.

**Article 18 - Special Leave Without Pay**

\*18.01 **General**

- (a) With the approval of the Employer, an employee may be granted leave of absence without pay, without loss of seniority in exceptional circumstances provided that the employee has no current or accumulated annual leave available to him/her.
- \* (b) Subject to the operational requirements and the availability of qualified replacement staff, where required, the employer may provide a permanent employee who has completed two (2) years service with one hundred and sixty-two point five (162.5) hours of unpaid leave during his/her total employment with the employer, during which he/she shall earn service for seniority only, provided that the permanent employee would not have been laid off during the period of unpaid leave. This leave does not necessarily have to be taken consecutively, but cannot be taken in amounts of less than fifteen (15) hours at a time.

\*18.02 **Educational Leave**

- (a) Subject to the approval of the Employer, an employee who is upgrading his/her employment qualifications through an Employer approved upgrading course shall be entitled to a leave of absence without loss of pay and benefits to write examinations required by such course.
- (b) Subject to operational requirements and availability of qualified replacement staff, an employee shall be granted unpaid educational leave in the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement except service for seniority. Employees shall have their positions protected for the

duration of such leave, subject to operational requirements.

\*(c)Permanent employees may be granted education leave as per 18.02(b) to reduce their hours of work in order to pursue continuing education.

**18.03 Leave of Absence Without Pay**

With the approval of the Employer, a permanent employee who has completed two (2) years of service shall be granted leave up to an initial maximum of twelve (12) months without pay. Such approval shall not be unreasonably withheld and in no event shall approval be withheld for a period of greater than twelve (12) months. This leave is without pay and without loss of accumulated seniority and accumulated leave. An employee shall be entitled up to a maximum of twelve (12) months unpaid leave for each two (2) years of service with the understanding that an employee with an additional two (2) years of service may request up to an additional twelve (12) months of leave (maximum of twenty-four (24) consecutive months leave) without the necessity of having to return to work. Such an extension must be by mutual agreement between the employee and the Employer. Employees shall not be subject to any benefits of this agreement during this period, except that while on such leave employees shall continue to accumulate service for seniority purposes only. The minimum amount of unpaid leave an employee may request under this clause is eight (8) weeks.

**18.04 Early Return from Approved Leave**

Any employee granted leave under this article who may want to return to work prior to the approved duration of leave will notify the Employer in writing, one (1) month in advance. Any temporary employee that might be affected by the early return to work shall receive notice of layoff as per clause 24.07.

**Article 19 - Hours of Work**

**19.01 Hours of Work**

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

The normal hours of work for employees working an eight (8) hour shift schedule shall be thirty-seven and one-half (37 1/2) hours per week or seventy-five (75) hours a fortnight divided into seven and one-half (7 1/2) hour shifts exclusive of meal breaks but including a rest period of fifteen (15) consecutive minutes in the first half and second half of the shift. The meal period and rest periods may be combined by mutual agreement between the employee and his/her supervisor.

(ii) **Twelve (12) Hour Shift**

The normal hours of work for employees working a twelve (12) hour shift schedule shall be seventy-five (75) hours a fortnight divided into eleven and one-quarter (11 1/4) hours, or a combination of seven and one-half (7 1/2) and eleven and one-quarter (11 1/4) hours, as averaged over a six (6) week period. The work schedule may be changed by mutual consent between the employees and the Employer. The seven and one-half (7 1/2) hour shift excludes a thirty (30) minute unpaid meal period but includes a rest period of fifteen (15) consecutive minutes in the first half and second half of the shift. The eleven and one-quarter (11 1/4) hour shift excludes

a forty-five (45) minute unpaid meal period but includes a rest period of fifteen (15) consecutive minutes during each third of the shift. The meal periods and rest periods may be combined by mutual agreement between the employee and his/her supervisor.

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

19.02 **Existing Practice**

Employees on staff as of March 31, 1994, whose work week and/or work day is less than those specified in Article 19 will not have their hours of work increased during the time of this agreement.

19.03 **Days of Rest**

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

19.04 **Days of Rest Rescheduled**

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

19.05 **Change of Shift**

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

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

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

19.06 **Rest Between Change of Shifts**

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

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

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

There shall be at least twelve (12) hours between shifts (excluding overtime) unless

otherwise agreed to by mutual consent between the employee and the supervisor. Where twelve (12) hours of rest (excluding overtime) are not provided, the employee shall receive pay at the rate of time and one-half (1 1/2) for each hour worked on the scheduled shift which infringes on the twelve (12) hour rest period.

**\*19.07 Differentials**

**\* (a) Shift Differential**

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

A shift differential of seventy-two (72) cents per hour, effective July 1, 2008, shall be paid to any shift worker for each hour he/she works between the hours of 1600 hours on one day and 0800 hours the following day.

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

A shift differential of seventy-two (72) cents per hour effective July 1, 2008, shall be paid for each hour the employee works between the hours of 1600 hours on one day and 0800 hours on the following day.

**\* (b) Saturday and Sunday Differential**

A Saturday and Sunday differential of one dollar and twenty-five cents (\$1.25) per hour effective July 1, 2008 shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday. If an employee qualifies for both differentials under (a) and (b) above, he/she shall receive both.

**19.08 Consecutive Work Days**

**(a) Eight Hour Shifts**

No employee shall be compelled to work more than seven (7) consecutive day shifts or more than six (6) consecutive evening or night shifts unless otherwise agreed by mutual consent between the employee and his/her supervisor. This clause shall not apply to those consecutive shifts worked at the request of the employee.

**(b) Twelve (12) Hour Shifts**

No employee shall be compelled to work more than three (3) consecutive twelve (12) hour shifts unless otherwise agreed by mutual consent between the employee and his/her supervisor. This clause shall not apply to those consecutive shifts worked at the request of the employee.

**19.09 Double Shift**

An employee shall not be required to work a double shift without his/her consent.

**19.10 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.

**Article 20 - Overtime**

**20.01 Overtime Rate**

**(a)** When an employee is required to work in excess of his/her normal hours, he/she shall be granted at his/her option, compensatory time off at the rate of one and one-half (1 1/2) times

the number of hours worked in excess of his/her normal hours, or overtime pay at the rate of one and one half (1 1/2) times his/her regular rate of pay for time worked in excess of the normal hours of work.

(b) **Definitions of Overtime**

(i) **Full-Time Employee**

All time worked by a full-time employee before or after the normal scheduled daily or bi-weekly hours shall be considered overtime.

(ii) **Part-Time Employee**

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

(iii) **Temporary Employee**

All time worked by a temporary employee in excess of equivalent full-time hours on a daily, weekly or bi weekly (depending on temporary employees work schedule - shift or non-shift) basis shall be considered overtime.

- (c) The employee's decision to receive compensatory time off for the overtime must be conveyed to the supervisor within seventy-two (72) hours of the conclusion of working the overtime. The scheduling of the time off is to be at a time mutually agreeable to the employee and his/her supervisor. If such time off is not granted within two (2) months of the overtime worked, the employee shall receive pay in lieu of time off at the rate of time and one-half (1 1/2) his/her regular rate of pay for the overtime hours worked.

20.02 **Regular Hourly Rate**

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

20.03 **Approval of Overtime**

All overtime must be authorized by the Employer, Director or his/her designated representative, except in cases of emergency.

20.04 **Sharing of Overtime**

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

20.05 **Calculating of Overtime Rates**

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

20.06 **Consecutive Work Premium**

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

Subject to clause 19.08(b), all work performed on the eighth (8<sup>th</sup>) and subsequent consecutive shifts shall be paid for at the rate of double time. This clause shall not apply if any of the consecutive shifts were requested by the employee.

(b) **Twelve (12) Hour Shifts**

Subject to clause 19.08(b), all work performed on the fourth (4th) consecutive twelve (12) hour shift shall be paid for at the rate of time and one half (1 1/2) and double time for the fifth (5th) and subsequent twelve (12) hour consecutive shifts. This clause shall not apply if any of the consecutive shifts were requested by the employee.

### **Article 21 - State of Emergency Due to Weather Conditions**

#### **21.01 Adverse Weather Conditions**

The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Employer or the appropriate provincial or municipal authority.

- (a) All employees are required to report for duty as scheduled.
- (b) When an employee through no fault of his/her own is unable to report for work because of a declared state of emergency, such employee shall suffer no loss of pay or other benefits, nor shall he/she be required to make up in any way for time lost due to not reporting for work.
- (c) Notwithstanding the above, the Employer reserves the right to close down or reduce staffing levels in any department(s) in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of Clause 21.01(b) above.
- (d) An employee who worked during the emergency will be paid at the rate of time and one-half (1 1/2) for all hours worked.

### **Article 22 - Standby and Call-Back**

#### **\*22.01 Standby Duty**

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

- \* (a) An employee required to perform standby duty shall be paid ten dollars (\$10.00) for each eight (8) hour shift of standby.
- \* (b) When standby is required on a statutory holiday, the rate of compensation shall be twelve dollars and twenty cents (\$12.20) for each eight (8) hour shift of standby.

#### **22.02 (a) Failure to Report for Standby Duty**

No payment shall be granted for the total period of standby duty if the employee does not report for work when required.

#### **(b) Authorization of Standby**

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

#### **22.03 Callback**

- (a) When an employee is called in to work outside his/her normal working hours, he/she shall be paid a minimum of three (3) hours at the applicable overtime rate.

(b) **Transportation Expenses Not Payable**

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

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

(c) **Transportation Expenses - Payable**

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

22.04 **No Pyramiding**

There shall be no pyramiding. An employee who is called to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the three (3) hour minimum, shall receive only the benefit of the three (3) hour minimum once. However, should the total time on calls exceed the three (3) hour minimum, the employee will be compensated for the actual time worked at the applicable overtime rate.

\*22.05 **Return to Work Following Callback**

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

22.06 **Standby, Callback and Overtime - Pregnant Employees**

Pregnant employees may obtain, upon request, an exemption from the performance of standby, callback or overtime provided a sufficient number of employees in the work area agree to share the necessary standby, callback and overtime.

22.07 **Standby, Callback and Overtime - Breast-feeding Mothers**

An employee returning from maternity leave and still breast feeding her child may be exempt from standby, callback and overtime until the child is six (6) months old, provided that a sufficient number of employees in the work area agree to share the necessary standby, callback and overtime.

**Article 23 - Part-Time Employees**

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

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

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

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

**\*23.03 Part-time Employees and Additional Shifts**

- (a) Part-time employees shall be given the opportunity to work additional hours in their department/practice area up to equivalent full-time hours before casual employees are called to work.
- (b) The Employer is not obligated to offer additional shifts to part-time employees if this results in the Employer having to pay a contract premium rate.
- \* (c) Part-time employees shall be paid the sum of thirty (30) cents per hour in addition to his/her regular hourly rate after working his/her regularly scheduled hours up to equivalent full-time hours.

**Article 24 - Seniority**

**\*24.01 Loss of Seniority**

An employee shall not lose seniority if he/she is absent from work because of sickness, accident, layoff or leave of absence approved by the employer. An employee shall be terminated in the event:

- (a) he/she resigns in writing;
- (b) he/she is discharged for just cause;
- (c) he/she is laid off for a period of two (2) years or more;
- (d) he/she fails to return to work upon recall under the provisions of Clause 24.02; or
- (e) he/she is a casual employee and has refused to report for work at least three (3) times when called or twenty-four (24) months have elapsed from the last shift worked;
- \* (f) he/she is absent from work in excess of five (5) consecutive days without sufficient cause or without notifying the employer unless such notice was not reasonably possible.

**\*24.02 Layoff and Displacement Procedure**

Employees whose positions are affected by the Employer's decision to layoff shall the right to:

- (i) have a union representative in attendance when displacement options are explained;
- (ii) accept the layoff; or
  
- (iii) displace the junior permanent employee in the same or lower bargaining unit classification either:
  - within their program/department/service; or
  - within their site; or
  - within their geographic area; or
  - within the bargaining unitProvided that the affected employee has the necessary qualifications, ability and fitness to perform the work required and displaces an employee with less seniority,

(or)

- (iv) displace any junior temporary employee with a remaining work assignment

greater than twelve (12) weeks, in the same or lower bargaining unit classification while maintaining their permanent status:

- within their program/department/service; or
- within their site; or
- within their geographic area; or
- within the bargaining unit

The twelve (12) week requirement may be waived by mutual agreement between the Employer and the Union when there is minimal orientation required. Permanent employees who displace into temporary positions shall exercise their displacement rights again when the temporary positions end.

- (v) If it is determined that the displaced employee is unable to perform the duties of the job as a result of qualifications, ability and fitness, this employee will be permitted to displace the next most junior employee in the classification chosen provided the employee has the qualifications, ability and fitness to perform the work required and displaces an employee with less seniority.
- (vi) If an employee has an option to displace a junior employee at the same classification level but chooses to displace at the lower level, clause 25.07(b), Voluntary Demotion, of the collective agreement will apply.
- (vii) When an involuntary displacement to the lower level occurs, clause 25.07(a) of the collective agreement will apply.
- (viii) All employees who are displaced shall be deemed to have received notice of layoff at the same date as the senior employee whose position was no longer required.
- (ix) Permanent employees who are in temporary positions while maintaining their permanent status or on leave of absence shall return to their permanent status/position to exercise their displacement rights when their temporary assignment or leave of absence ends.
- (x) Temporary employees who are displaced by a permanent employee on layoff shall displace the most junior temporary employees either:
  - within their program/department/service; or
  - within their site; or
  - within their geographic area; or
  - within the bargaining unit

Temporary employees will only have displacement rights when they are displaced by a senior laid off employee. They will not have displacement rights when their temporary position ends during the normal course of operations.

When there are a number of temporary employees being displaced the Union and the Employer agree to ensure that the senior temporary employees have the options of displacing the junior temporary employee with the longer remaining work assignments.

#### 24.03 **No New Employees**

No new employees shall be hired until employees who have completed their probationary period and who are on layoff status or under notice of layoff have been given an opportunity

of recall or reassignment, provided that employees on layoff status or notice of layoff have sufficient qualifications to perform the work required.

24.04 **Recall Procedure**

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

24.05 **Seniority Roster**

A roster of all permanent, temporary and casual employees covered by this Collective Agreement showing the names and seniority expressed in hours shall be forwarded to the Association's on-site representative and the head office of the Association by January 31 of each year. An additional roster of all temporary and casual employees shall be forwarded to the Association's on-site representative and the head office of the Association by July 1 of each year.

24.06 **Notice of Layoff**

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

24.07 **Redundancy**

Permanent employees whose positions are declared redundant, and who are unable to bump into another position and who are unable to be placed in other employment shall be given notice as per Schedule I. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice as per Schedule I shall be reduced accordingly.

\*24.08 **Transfer Outside the Bargaining Unit**

- \*(a) No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of transfer. No seniority will be accumulated while outside the bargaining unit.
- \*(b) Any employee who applies for and receives a permanent management position, shall retain his/her accrued bargaining unit seniority for a period of one year. If the employee does not return to the bargaining unit at the end of one year, then the seniority accrued is forfeited.

24.09 **Seniority for Casual Employees**

Casual employees shall earn seniority based on the actual number of hours (excluding overtime) worked in the bargaining unit position. Such seniority shall only be used for the purposes of applying for positions under clause 25.04.

Seniority accrued in the manner as described above shall be retained for a period of twenty-four (24) months from the date of the last shift worked.

24.10 **Seniority for Temporary Employees**

Temporary employees shall earn seniority based on the actual number of hours (excluding overtime) worked in the bargaining unit position. Such seniority shall only be used for the purposes of applying for positions under clause 25.04.

Seniority accrued in the manner as described above shall be retained for a period of twenty-four (24) months from the date of the last shift worked.

**Article 25 - Promotion and Staff Changes**

25.01 **Posting of Vacancies**

- (a) (i) When a vacancy or new position is to be filled, either inside or outside the bargaining unit, the Employer shall post notice of the position in accessible places in the health care facility for a period of not less than seven (7) calendar days. The posting of any positions may be waived or reduced upon the written consent of the union. A copy of all job postings affecting the Association shall be supplied concurrently to the Association On-Site Representative.
- (ii) Where in the opinion of the Employer, a temporary position is expected to exceed a period of thirteen (13) continuous weeks, or when a position exceeds thirteen (13) continuous weeks, such a position shall be posted in accordance with clause 25.01.
- (b) **Information on Postings**  
Postings of all vacancies shall include the following:
- (1) Title of the position,
  - (2) Qualifications,
  - (3) Brief outline of duties and responsibilities,
  - (4) Pay level, and;
  - (5) Whether temporary or not, and the estimated duration of the position.
- (c) No position will be filled from outside the bargaining unit until the applications of present employees have been fully processed.

25.02 **Temporary Assignment**

When an employee is temporarily assigned by the Employer to a position for which a higher rate of pay is applicable, he/she will receive the salary rate for the assigned position in accordance with the promotional procedure as outlined in clause 25.07, provided that he/she fills that position for a period of at least one (1) day.

25.03 **Notification of Successful Applicant**

Within ten (10) days of the date of appointment to a position, applicants will be notified in writing (including but not limited to e-mail) of the successful applicant.

25.04 **Staff Changes**

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

25.05 **Trial Period**

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

25.06 **Return to Former Position**

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

25.07 **Demotion/Promotion**

(a) **Involuntary Demotion**

If an employee is involuntarily demoted, his/her rate of pay shall be established in the following manner:

- (i) if his/her present salary is above the maximum, it shall be retained;
- (ii) if his/her present rate falls between two (2) steps, the employee shall retain the old salary until he/she would have been entitled to an increment at which he/she shall move to the next higher step.

(b) **Voluntary Demotion**

When an employee is voluntarily demoted, his/her salary will be established at a step in the new pay range equivalent to his/her existing salary. If his/her present salary falls between two (2) steps, he/she will be adjusted to the lower of the two. If his/her current salary exceeds the top of the salary range, he/she shall be adjusted to the highest step in the pay range.

(c) **Promotion Procedure**

The rate of pay of an employee promoted shall be established in the new pay range at the nearest step which exceeds the existing rate by at least five (5) percent, but shall not exceed the maximum of that pay range except that whenever the rate of pay prior to promotion is above the maximum of the pay range established for the position to which the employee is being promoted, the present rate shall be retained.

25.08 **Temporary Vacancies**

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

**25.09 Incapacitated Worker Provision**

- A1) Subject to A2, A3 and A4, for all displacements under this article, any employee displaced shall first displace the most junior employee in his/her bargaining unit classification.
- A2) An employee who is confirmed as being incapacitated by injury, illness, or age such that he/she cannot perform the duties of his/her position and who is not receiving full benefits from the Workplace Health, Safety, and Compensation Commission:
- (i) Will displace the most junior employee in another position within the same bargaining unit classification in the facility, provided that he/she is qualified and able to perform the work required and provided that the employee being displaced is less senior;
  - (ii) If there is no other position within the same bargaining unit classification in the facility, then the employee will displace the most junior employee in another position within the same bargaining unit classification in another facility operated by the Employer, provided that he/she is qualified and able to perform the work required and provided that the employee being displaced is less senior;
  - (iii) If the employee is unable to perform the duties of the position in (i) or (ii) above, then he/she will displace the most junior employee in another bargaining unit classification in the facility, provided that he/she is qualified and able to perform the work required and provided that the employee displaced is less senior. Should the employee be unable to displace into another bargaining unit classification in the facility, he/she shall displace the most junior employee in another bargaining unit classification in another facility operated by the Employer. Employees shall first displace into a lower classification if possible;  
Note: If (ii) results in the employee having to leave his/her community of employment then the employee may choose to proceed to (iii).
  - (iv) Should the incapacitated worker be unable to perform the work of the most junior employee, he/she shall displace in the reverse order of seniority.
  - (v) Prior to an incapacitated worker displacing under (i), (ii), (iii) above, the Union will be consulted.
- A3) Employee Displaced by Incapacitated Worker
- (i) The employee who is displaced by the incapacitated employee shall displace the most junior employee in his/her bargaining unit classification in the facility provided that he/she is qualified to perform the work required: provided that the employee being displaced is less senior; and provided that the hours of work are not less than that which he/she was working before unless mutually agreed.
  - (ii) In the event the employee being displaced by the incapacitated employee is the most junior employee in his/her bargaining unit classification in the facility, the displaced employee shall displace the most junior employee in his/her bargaining unit classification in another facility provided that he/she is qualified to perform the work required: provided that the employee being displaced is less senior; and provided that the hours of work are not less than that which he/she was working before unless mutually agreed.
- A4) Employee Displaced Under A3
- The most junior employee in the classification in the facility who is displaced shall displace the most junior employee in the bargaining unit provided that he/she is qualified

to do the work required, provided that the employee being displaced is less senior, and provided that the hours of work are not changed unless mutually agreed.

- B) Permanent employees shall displace permanent employees. However, if this option is not available, the permanent employee may displace a permanent part-time employee or an employee in a temporary posted position. A permanent employee who displaces into a temporary position shall maintain his/her permanent status.
- C) Temporary employees may only displace temporary employees.
- D) For all displacements under this clause, there shall be three hundred (300) working hours trial period in accordance with clause 25.05.
- E) An employee who is displaced by another employee under this clause, shall be given at least forty-eight (48) hours notice by the employer, that he/she is being displaced.

25.10 **Changes in Pay on Promotion**

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

25.11 **Permanent Employees to Temporary Positions**

Subject to the approval of the Employer, a permanent employee who applies for and is accepted for a temporary position may revert to his/her former position upon the completion of the temporary work. The Employer shall notify the employee of its decision before the employee commences temporary work and such approval shall not be unreasonably denied. Such employees shall maintain his/her permanent status.

25.12 **Training Courses**

The employer shall distribute by a method of its choice, a list of all in-service courses for a period of not less than ten (10) days. The notice shall contain the name and dates of the courses and where further information can be obtained.

\*25.13 **Promotions Requiring Higher Qualifications**

Consideration for promotion will be given to the senior applicant, who is currently licensed/certified, who does not possess the required qualifications but is preparing for such qualifications prior to filling of a vacancy and indicates so on his/her application. Such employee will be given an opportunity to qualify within a reasonable length of time not exceeding two (2) months unless there is mutual consent between the Union and the Employer to extend the length of time, but in no case shall the total length of time to qualify for the position exceed thirteen (13) weeks. If the employee has commenced working in the position, he/she shall revert to his/her former position if required qualifications are not met within such time. Any other employee promoted or transferred because of the rearrangements of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

**Article 26 - Staff Health Service**

26.01 **Staff Health Service**

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

26.02 **Medical Examinations**

(a) Medical examination, x-rays, etc. required by the Employer shall be provided free of charge to employees through the staff health program with the clear understanding that this does not apply to pre-employment medicals.

(b) **Immunizations**

Immunizations which are determined to be required by the Employer shall be provided free of charge to such employees.

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

(a) The Employer shall pay fifty (50) percent of the premium of an extended Health and Group Life Insurance Plan and the employee shall pay fifty (50) percent.

(b) When an employee is on extended leave without pay, then the employee may pay the full premium in order to maintain coverage while on such leave.

(c) Employees on maternity leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of fifty-two (52) weeks. Where the employee opts to continue to pay these premiums, the Employer will pay its share of the premiums.

(d) A summary of the general provisions and benefits of the plan is appended to this agreement.

**Article 27 - General Benefits**

27.01 **Pension Plans**

(a) The Employer shall make available a Pension Plan for employees covered by this Agreement who are eligible to participate in such a plan.

(b) The Employer shall make available a Money Purchase Pension Plan for employees covered by this Agreement who are eligible to participate in such a plan.

27.02 **Adequate Work Space**

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

27.03 **Clerical Assistance**

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

\*27.04 **Availability of Deposit Notices**

\*(a) Employees shall receive their deposit notices bi-weekly. Overtime pay will be included in the regular pay for the pay period next succeeding the pay period during which overtime was earned. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions.

\*(b) Deposit notices will be available on pay day at 0900 hours for those employees scheduled to work between the hours of 0800 and 1700 hours on pay day.

(c) It is agreed that those institutions which, through established institutional policy, currently follow an earlier payment schedule and a deferral of overtime payments greater than the period stated in Clause 27.04(a) above will for the life of this Agreement, maintain their existing practice and policy.

27.05 **Sexual and Personal Harassment**

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

(c) **Definition of Sexual Harassment**

Sexual harassment is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one (1) time basis or a series of incidents, however, minor. It is unsolicited, one-sided and/or coercive. Both males and females may be the victim of sexual harassment.

Sexual harassment may involve favours, or promises of favours or advantages in return for submission to sexual advances or, alternatively, the threat of reprisal for refusing.

Sexual harassment can be expressed in a number of ways which may include:

- Unnecessary touching or patting
- Suggestive remarks or other sexually aggressive remarks
- Leering (suggestive staring) at a person's body
- Demand for sexual favours
- Compromising invitations

Physical assaults

(d) **Definition of Personal Harassment**

Personal harassment is any behaviour by any person in the workplace that is directed at and is offensive to an employee, endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee. Personal harassment occurs when an individual uses his/her authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee. Personal harassment may be defined as repeated intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation. The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail and /or coercion.

Personal harassment of a bargaining unit member shall be investigated.

27.06 **Damaged Attire**

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

27.07 **Parking Facilities**

Where practical, the Employer shall provide adequate facilities for employees to park their

vehicles during the working hours.

## **Article 28 - Workers' Compensation**

28.01 **Scope of Workplace Health, Safety and Compensation Commission Act**

All employees shall be covered by the *Workplace Health, Safety and Compensation Commission Act*.

28.02 **Pending Settlement**

Pending a settlement of an insurable claim, the employee shall be paid by the Employer, the amount he/she would be entitled to under the *Workplace Health, Safety and Compensation Commission Act*. The existing benefit accumulation practices shall be retained for the life of this Agreement, unless agreed otherwise.

28.03 **Retention of Benefits**

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

28.04 **Reporting of Injury**

- (a) An employee who is injured during working hours and is required to leave for treatment or sent home for such injury, shall receive payment for the remainder of the shift or work day at his/her regular rate of pay without deduction from sick leave, provided that a medical practitioner, the staff health officer or a nurse-in-charge states that the employee is unfit for further work.
- (b) When an incident or injury occurs while an employee is working, the employee shall notify his/her supervisor, if possible, before the employee leaves his/her place of work or before the end of his/her shift. The appropriate incident or injury report form shall be completed no later than forty-eight (48) hours after the occurrence of the injury or incident.

28.05 **Filing a Claim with the Commission**

If it is determined that the injury may result in a loss-time claim, the employee with the assistance of the supervisor, shall complete the Workers' Compensation Form 6. This form shall be completed and forwarded to the Commission within forty-eight (48) hours of the injury, subject to any extenuating circumstances. The Employer shall forward the Workers' Compensation Form 7 to the Commission within three (3) working days of the injury.

28.06 **Rehabilitation**

The Employer and the shop steward shall agree to develop a system of reviewing Workers' Compensation claims and suggest methods of preventing injuries.

\*28.07 **Workers' Compensation**

- (a) The Employer and the Union shall make every reasonable effort to have an employee who is on Workers' Compensation return to work in his/her former position, or if the Workplace Health, Safety and Compensation Commission determines that the employee cannot work in

- his/her former position, to another position in the bargaining unit.
- (b) An employee who cannot work in his/her regular position on account of an occupational accident or occupational disease that is covered by the *Workplace Health, Safety and Compensation Act*, but who can work in another position in the bargaining unit will be encouraged by the Employer and the union to accept a position under the terms of clause 25.09.
  - (c) If the person fails to obtain employment under (a) - (b) above, a Joint Committee, comprised of an equal number of Employer and Union representatives shall be established, as required, to facilitate the person returning to employment elsewhere.
  - (d) The employee shall provide the Employer all information pertaining to his/her compensable injury.
  - \*(e) It is understood and agreed by the parties to this collective agreement that an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission after the date of signing of this agreement shall no longer accumulate benefits under this agreement but shall have their position with the employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the *Human Rights Act*.

### **Article 29 - Portability**

#### **29.01 Portable Benefits**

Employees who are accepted for employment in another or the same health care board covered by this Agreement within one hundred and twenty (120) days of resignation shall retain portability respecting:

- (1) accumulated vacation leave to a maximum of one hundred and fifty (150) hours
- (2) accumulated sick leave credits
- (3) pensionable service
- (4) health and insurance plan
- (5) severance pay
- (6) service for step progression

For an employee to transfer the above benefits and retain portability in accordance with this article, all benefits in (2) to (6) above must be transferred. Otherwise, an employee may request payment for severance pay, where applicable, and remaining benefits as outlined in (1) to (6) above will not be transferred.

#### **29.02 New Salary Rate**

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

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

- (3) If the new position carries a pay range lower than that of the position just vacated, the employee shall be placed on the appropriate pay range of the new position in accordance with clause 40.02.

### **Article 30 - Termination of Employment**

30.01 **Period of Notice**

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

30.02 **Vacation Pay on Termination of Service**

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

### **Article 31 - Escort Duty**

31.01 **Compensation for Escort Duty**

When an employee on duty is required to attend a patient as an escort and the time involved on a trip exceeds the employee's regular time, he/she shall receive the time off or pay at his/her option at the applicable overtime rates for all time in excess of the normal hours which the employee spends with the patient or attends to the needs of the patient.

31.02 **Returning Following Escort**

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

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

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

If the employee on escort duty commences his/her return to his/her health care facility with equipment, drugs or documents, and if none, then to his/her residence, within eleven and one-quarter (11 1/4) hours following relief of escort duty, he/she shall receive time off or pay, at his/her option at the applicable overtime rates for all time spent in return travel in excess of his/her normal eleven and one-quarter (11 1/4) hour shift.

31.03 **No Loss of Days Of Rest**

- (i) Subject to Clause 31.02, if an employee is detained following relief of escort duty due to weather or other transportation difficulties, he/she shall not lose his/her day(s) of rest. The time he/she is so detained and the time spent travelling to his/her health care facility shall be deemed to be time worked with a maximum of seven and one

half (7 1/2) hours at straight time in a twenty-four (24) hour period.

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

Subject to clause 31.02, if an employee is detained following relief of escort duty due to weather or other transportation difficulties, he/she shall not lose his/her days of rest. The time he/she is so detained and the time spent travelling back to the health care facility shall be deemed to be time worked with a maximum of eleven and one-quarter (11 1/4) hours at straight time in a twenty-four (24) hour period.

31.04 **Escort Duty Pay**

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

31.05 **Return to Work Following Escort**

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

No employee returning from escort duty will be required to commence another regular seven and one half (7 1/2) hour work day within twelve (12) hours of his/her return unless otherwise agreed between the Employer and the employee concerned, and provided that there are sufficient qualified staff to do the work required.

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

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

No employee returning from escort duty shall be required to commence another regular eleven and one-quarter (11 1/4) hour shift within twelve (12) hours of his/her return unless otherwise agreed between the Employer and the employee concerned.

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

31.06 **Travel Allowance**

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

31.07 **Voluntary Escort**

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

31.08 **Travel Insurance**

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

of such insurance shall be provided to the employee upon request.

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

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

**Article 32 - Severance Pay**

32.01 **Service Requirements**

- (a) An employee who has nine (9) or more years continuous service in the employ of the Employer is entitled to be paid on resignation or on retirement, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his/her weekly salary to a maximum of twenty (20) weeks pay.
- (b) Maternity, adoption and parental leave up to fifty two (52) weeks shall be counted as service for severance pay purposes. Employees shall be given credit for all periods of maternity, adoption and parental leave since their last date of hire.
- (c) Employees who have been laid off for longer than two (2) years, or who have died, shall be entitled to severance pay provided they have nine (9) or more years continuous service in the employ of the Employer.

**Article 33 - Complete Agreement**

33.01 **Complete Agreement**

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

33.02 **Amending or Altering**

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

33.03 **Future Legislation**

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

33.04 **No Private Agreement**

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

The provisions of this Collective Agreement shall take precedence over any or all policies

made by the Employer concerning wages, benefits, or working conditions affecting employees within the scope of this Collective Agreement.

### **Article 34 - Contracting Out**

34.01 **Employee Protection**

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

34.02 **Period of Notice**

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

### **Article 35 - Malpractice Insurance**

35.01 **Continuation of Insurance**

It is agreed that the system of malpractice insurance currently carried by health care facilities and agencies covered by this Agreement will remain in effect for the duration of this Agreement. (This Clause does not apply to health care facilities and agencies operated by the Government of Newfoundland and Labrador; however, it is intended that health care facilities and agencies not operated by Government shall be required to carry such insurance).

35.02 **Criminal and Legal Liability**

An employee who is charged in a criminal matter arising out of his/her employment and who is subsequently found not guilty, the charges are withdrawn, he/she is discharged at the preliminary hearing or the prosecution is stayed, shall have his/her reasonable legal fees paid by the Employer. This does not apply where the person has been justly disciplined for a willful act or omission leading to the criminal charge.

### **Article 36 - Use of Automobile**

36.01 **Mileage Rate**

When in the course of his/her duty, an employee is required to travel on the Employer's business, transportation shall be provided by the Employer or with the approval of the Administrator, he/she may be permitted to use his/her own vehicle and be reimbursed at the rate outlined in Schedule F of the AAHP Collective Agreement.

If Government increases the mileage rate paid non-bargaining unit and management employees during the life of this agreement, those rates will also apply to those employees covered by this agreement.

36.02 **Regular User Insurance**

When an employee is required by the Employer to have an automobile at his/her disposal,

he/she shall, on production of a premium invoice receipt, be reimbursed for the difference between private and business insurance.

36.03 **Long Distance Phone Call**

After each night of overnight travel, the employee shall be entitled to one five (5) minute person-to-person telephone call.

36.04 **Meal Rates**

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

Effective April 1, 2000

Thirty-six dollars and fifty cents (\$36.50) (\$7.30 – breakfast; \$10.95 – lunch; \$18.25 – dinner)

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

Forty-three dollars (\$43) (\$9.45 – breakfast; \$13.35 - lunch; \$20.20 - dinner)

Forty-three dollars (\$43 U.S.) per day for travel in the U.S. (\$9.45 – breakfast; \$13.35 - lunch; \$20.20 - dinner)

Forty-eight dollars (\$48) per day for all other travel (\$10.55 – breakfast; \$14.90 – lunch; \$22.55 – dinner)

If Government increases the meal rates paid non-bargaining unit and management employees during the life of this agreement, those rates will also apply to those employees covered by this agreement.

\*36.05 **Automobile Allowance**

When an employee is required as a condition of employment to have an automobile at his/her disposal, effective January 1, 2009 he/she shall be reimbursed as follows in lieu of the automobile allowance:

45.4 cents per kilometer for the first 9,000 km per annum

31.5 cents per kilometer for kilometers in excess of 9,000 km per annum

The kilometer rates shall be determined as per Schedule F.

36.06 **Private Accommodations**

When an employee provides his/her own accommodations while travelling on the Employer's business, the employee will be compensated at the rate of twenty-five (25) dollars per night effective April 1, 1999.

36.07 **Incidental Expense**

An employee is entitled to claim an incidental expense for each night in overnight travel as follows: Effective April 1, 2000 – five dollars (\$5) per night

36.08 **Parking Meter Expenses**

Employees who agree to use their own vehicles on Employer business shall be reimbursed ten dollars (\$10) per week effective April 1, 1999, for parking meter expenses upon presentation of either receipts where available or a written statement of cost incurred.

### **Article 37 - Labrador Benefits**

#### **37.01 Labrador Benefits**

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

### **Article 38 - Uniforms and Protective Clothing**

#### **38.01 Uniform Allowance**

An employee who is required to wear a uniform not supplied by the Employer, shall receive a uniform or clothing allowance in the amount of one hundred and seventy-five dollars (\$175) which shall be paid on the first pay period in December or upon termination on a prorated basis in accordance with clause 23.01 the employer shall notify employees by January of any year in which the Employer intends to discontinue the payment of the uniform allowance.

#### **38.02 Protective Clothing**

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

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

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

### **Article 39 - Educational Opportunities**

#### **39.01 Educational Opportunities**

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

#### **39.02 Period of Protection**

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

#### **39.03 Posting of Opportunities**

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

### **Article 40 - Experience Credits**

**\*40.01 Experience Credits**

Effective July 1, 2008 and subject to (g) below, an employee on appointment shall be paid for experience as follows:

- (a) less than two (2) years experience, Step 1 of the appropriate salary scale,
- (b) two (2) years experience but less than three (3), Step 2 of the appropriate salary scale,
- (c) three (3) years experience but less than four (4), Step 3 of the appropriate salary scale,
- (d) four (4) years experience but less than five (5), Step 4 of the appropriate salary scale,
- (e) five (5) years experience but less than six (6), Step 5 of the appropriate salary scale,
- (f) six (6) years experience but less than seven (7), Step 6 of the appropriate salary scale,
- (g) seven (7) years experience and over, Step 7 of the appropriate salary scale.

Any employee who has not attained the salary level outlined in paragraphs (a), (b), (c), (d), (e), (f), (g) but who during the term of the agreement qualified with these experience requirements, shall receive the benefits of the step movement effective the date of qualification.

**40.02 Reappointment**

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

**Article 41 - Retroactivity**

**\*41.01 Retroactive Payments**

The following benefits are retroactive to July 1, 2008:

- (a) Salaries
- (b) Overtime
- \* (c) Shift Differentials
- \* (d) Standby

**Article 42 - Duration of Agreement**

**\*42.01 Period of Agreement**

This Agreement shall be effective from the date of signing in full force and effective until June 30, 2012, and thereafter from year to year unless either party gives notice, in writing, of termination or amendment not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of expiration.

**42.02 Notice of Changes**

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

42.03 **Copies of Agreement**

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

**Article 43 - Technological Change**

43.01 **Advance Notice of Technological Change or New Method of Operation**

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

43.02 **Consultation**

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

43.02 **Transfer Arrangement**

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

**Article 44 - Staff Development**

\*44.01 **Orientation Program**

The employer may provide an orientation program of not less than two (2) weeks to include essential information such as agency policies, procedures, routines, location of supplies, equipment, fire and disaster plans, and job description upon request by employee, etc.

44.02 **In-Service Program**

When employees are required to attend compulsory in-service programs outside of the employees' normal hours of work, all such time in attendance shall be paid at the applicable overtime rate.

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

**SIGNED** on behalf of Treasury Board representing Her Majesty the Queen in Right of Newfoundland by the Honourable Jerome Kennedy, President of Treasury Board and the Honourable Ross Wiseman, Minister of Health and Community Services, in the presence of the witness hereto subscribing:

\_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_

**\*SCHEDULE "A"**

## Salaries

### \*Salaries

July 1, 2008	8%
July 1, 2009	4%
July 1, 2010	4%
July 1, 2011	4%

### Step Progression

- (a) Subject to (b) below, employees shall advance one (1) step on their respective salary scales on the date when one thousand nine hundred and fifty (1950) hours of work is accumulated and thereafter when each additional one thousand nine hundred and fifty (1950) hours is accumulated.
- (b) Permanent full-time employees who work greater than eighteen hundred (1800) hours but less than one thousand nine hundred and fifty (1950) hours in the twelve (12) month period from their anniversary date shall advance one (1) step upon expiration of eighteen hundred (1800) hours worked and twelve (12) months.

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

### "Red Circled" Employees

- (a) Red circled employees whose regular salary does not exceed the maximum of the new salary scales for their respective HP level shall:
  - (i) be placed on Step 7 of the new scale; and
  - (ii) receive a cash payment of the difference between the percentage increase applicable for their salary rate and the salary increase received by being placed on Step 7. This cash payment will be paid bi-weekly for each regular hour worked.
- (b) Employees whose regular salary rate exceeds the maximum of the new salary scale for their respective HP level shall receive a cash payment of the percentage increase applicable for their salary rate. This cash payment will be paid bi-weekly for each regular hour worked.

### Hartt Pension Plan (Waterford Hospital)

The employee and the Employer will cost share the current service costs of the plan with the increased costs not to exceed 2% for employees and 2% for the Employer, for those participating in the plan.

































## **SCHEDULE "A" cont'd**

<u>Specification Number</u>	<u>Classification Title</u>	<u>Pay Range Number</u>
5359	Anaesthesia Respiratory Therapist	HP 34
5321	Audiologist I	HP 38
5324	Audiologist II	HP 40
5325	Auditory-Verbal Therapist	HP 40
6093	Child & Adolescent Mental Health Prog. Coord.	HP 37
6049	Child Care Services Consultant	HP 36
7150	Clinical Dietitian I	HP 35
7151	Clinical Dietitian II	HP 37
7152	Clinical Dietitian III	HP 39
5385	Clinical Occupational Therapist I	HP 35
5386	Clinical Occupational Therapist II	HP 37
5387	Clinical Occupational Therapist III	HP 39
5285	Clinical Pharmacist I	HP 37
5286	Clinical Pharmacist II	HP 38
5287	Clinical Pharmacist III	HP 40
5279	Clinical Pharmacy Specialist	HP 40
5390	Clinical Physiotherapist I	HP 35
5391	Clinical Physiotherapist II	HP 37
5392	Clinical Physiotherapist III	HP 39
5415	Clinical Psychologist I	HP 36
5416	Clinical Psychologist II	HP 39
5417	Clinical Psychologist III	HP 40
5403	Clinical Sexologist	HP 36
5847	Creative Arts Therapist	HP 33
5376	Genetic Counsellor I	HP 33
5377	Genetic Counsellor II	HP 35
5378	Genetic Counsellor III	HP 37
5393	Kinesiologist	HP 35
5643	Medical Flight Specialist	HP 35
6092	Mental Health Counsellor	HP 35
5335	Orthoptist	HP 37
6321	Pastoral Care Clinician	HP 35
5264	Prosthetist/Orthotist I	HP 33
5265	Prosthetist/Orthotist II	HP 35
5266	Prosthetist/Orthotist III	HP 37
5267	Prosthetist/Orthotist IV	HP 39
5410	Psychometrist	HP 33
6263	Regional Social Work Co-ordinator	HP 39

## **SCHEDULE "A" cont'd**

<u>Specification Number</u>	<u>Classification Title</u>	<u>Pay Range Number</u>
5343	Respiratory Therapist I	HP 34
5338	Respiratory Therapist II	HP 36
6260	Social Worker I	HP 35
6261	Social Worker II	HP 37
6262	Social Worker III	HP 39
5395	Speech Language Pathologist I	HP 39
5396	Speech Language Pathologist II	HP 40
5397	Speech Language Pathologist III	HP 42
5388	Technology Resource Consultant	HP 37
6098	Workplace Wellness Program Coord.	HP 37

## **SCHEDULE "B"**

Health care facilities and agencies which are party to this agreement and herein referred to as the Employer.

- (a) Government of Newfoundland and Labrador (Department of Health and Community Services) represented by Treasury Board.
- (b) Those represented by the Newfoundland and Labrador Health Boards Association:

Eastern Regional Integrated Health Authority operating

St. Clare's Mercy Hospital  
Janeway Child Health Centre  
Waterford Hospital  
General Hospital  
Leonard A. Miller Centre  
Dr. Bliss Murphy  
Children's Rehabilitation Centre  
Carbonear General Hospital  
Harbour Lodge  
Placentia Health Centre  
Dr. A.W. Wilkinson Memorial Health Centre  
Interfaith Citizens Home, Carbonear  
Bonavista Health Care Complex  
Dr. G.B. Cross Memorial Hospital  
Burin Peninsula Health Care Board  
St. Luke's Home  
Hoyles/Escasoni Complex

Central Regional Integrated Health Authority operating

Central Newfoundland Regional Health Centre  
North Haven Manor  
Dr. Hugh Twomey Health Care Centre  
Green Bay Health Centre  
Baie Verte Peninsula Health Centre  
James Paton Memorial Hospital  
Notre Dame Bay Memorial Hospital

## **SCHEDULE "C"**

**SUMMARY OF GROUP INSURANCE BENEFITS  
FOR MEMBERS OF THE  
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR PLAN**

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

**BENEFITS**

**GROUP LIFE INSURANCE**

You are insured for a life insurance benefit equal to two times your current annual salary rounded to the next higher \$1,000, if not already a multiple thereof, subject to a minimum of \$10,000 and a maximum of \$400,000.

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

**DEPENDENT LIFE INSURANCE**

In the event of the death of your spouse or dependent child from any cause whatsoever while you and dependents 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. **This applies to those employees with family coverage only.**

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

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

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

**Schedule of Benefits**

**100% of Principal Sum For Loss of:**  
Life

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

**75% of Principal Sum For Loss of:**

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

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

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

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

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

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

- All Toes of One Foot
- Hearing in One Ear

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

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

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

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

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

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

Repatriation Benefit                      Spousal Retraining Benefit

Rehabilitation Benefit  
Education 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 forms must be submitted on a timely basis. Proof of prolonged disability may be required every year.

### **HEALTH INSURANCE BENEFITS FOR MEMBERS AND DEPENDENTS**

#### **Hospital Benefit**

If you or any of your insured dependents are confined in a hospital on the recommendation of a physician, coverage is provided for **semi-private room** accommodation at 100%, to a daily maximum of \$60.00

#### **Prescription Drug Benefit**

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

#### **Vision Care Benefit**

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

- a) Charges for eye examinations performed by an Ophthalmologist or Optometrist where the Medicare plan does not cover such services, limited to one such expense in a calendar year for dependent children under age 18, and once in two calendar years for all other insured persons;
- b) Up to 100% of covered eligible expense of \$125 for eyeglass lenses and frames and 100% of a covered eligible expense of \$175 for bifocal lenses and frames limited to one expense in every three calendar years. Once in a calendar year for dependent children **under age 18 if a change in the strength of the prescription is required**. Please note that expenses for contact lenses will be reimbursed at the same level as for eyeglasses. Coverage is not provided for sunglasses, safety glasses, or repairs and maintenance.
- c) Up to 80% of the covered eligible expenses of \$250 in two calendar years for the purchase of contact lenses prescribed for severe corneal scarring, keratoconus or aphakia, provided vision can be improved to at least a 20/40 level by contact lenses, but cannot be improved to the level by spectacle lenses.

- d) one pair of eyeglasses when prescribed by an Ophthalmologist following surgery, to 80% of a lifetime covered eligible expense of \$200; and
- e) 50% of the cost of visual training or remedial therapy.

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

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

### **Extended Health Benefit**

Reimbursement is provided for many types of services, such as registered nurse, physiotherapist, wheelchair rental, braces, crutches, deep x-rays, ambulance service, chiropractors, to name a few. Pre-authorization is now required for the rental and/or purchase of all durable equipment and all Nursing Care/Home Care benefits. Effective April 1, 1997, insured employees/retirees and/or their dependents are required to obtain pre-approval for these services by calling the insurance carrier. Certain dollar amounts or time period maximums apply. It is important to note that reimbursement under the extended health care benefit is made at 80% of covered eligible expenses up to \$5,000; expenses over \$5,000 and less than \$10,000 are reimbursed at 90%, and expenses over \$10,000 are reimbursed at 100% in any calendar year. Where no maximum eligible expense is noted, reasonable and customary rates will apply. Please consult your employee benefit booklet for details.

### **Services not Covered Under the Supplementary Health Insurance Program**

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

- injury or illness due to war or engaging in a riot or insurrection;
- aesthetic surgery (cosmetic surgery for beautification purposes);
- services required due to an intentional self-inflicted injury;
- delivery charges;
- hearing tests;
- pregnancy tests;
- injury or illness for which you or your dependents are covered under Worker's Compensation or a similar program;
- services or supplies received from a dental or medical department maintained by your employers, a mutual benefit association, labour union, trustee or similar type group;
- services or supplies which are covered under a government hospital plan, a government health plan or any other government plan;
- expenses for contraceptives other than oral contraceptives;
- expenses for vitamins (except injectables), minerals, and protein supplements (other than expenses that would qualify for reimbursement under Eligible Expenses under the Drug

- Benefit);
- expenses for diets and dietary supplements, infant foods and sugar or salt substitutes;
  - expenses for drugs which are used for a condition or conditions not recommended by the manufacturer of the drugs;
  - experimental products or treatments for which substantial evidence, provided through objective clinical testing of the product's or treatment's safety and effectiveness for the purpose and under the conditions of the use recommended does not exist to the satisfaction of the insurer/administrator.
  - expenses for lozenges, mouth washes, non-medicated shampoos, contact lens care products and skin cleaners, protectives, or emollients.

### **Group Travel Insurance**

The group travel plan covers a wide range of benefits which may be required as a result of an accident or unexpected illness incurred outside the province while travelling on business or vacation. The insurer will pay 100% of the reasonable and customary charges (subject to any benefit maximums) for expenses, such as hospital, physician, return home and other expenses as outlined in the employee booklet. Coverage under the Group Travel Insurance is now limited to a maximum of ninety (90) days per trip for travel within Canada. Coverages commences from the actual date of departure. The current 30 day period per trip for travel outside Canada will still apply. There will be no coverage for travel outside Canada under this program following the first 30 days of a trip outside the participants province of residence. Additional coverage is available from Desjardin Financial Security on an optional pay all basis.

### **OPTIONAL BENEFITS**

#### **Optional Group Life Insurance**

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

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

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

#### **Optional Long Term Disability Insurance**

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

#### **Optional Dental Care Insurance**

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

### **Optional Critical Conditions Insurance**

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

### **GENERAL INFORMATION**

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

#### Spouse

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

#### Dependent Children

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

Children of your spouse are considered dependents only if:

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

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

### **Eligibility**

- all full-time, active employees, including part-time employees who work at least 50% of the regular work week, are required to participate in the group insurance program from the first day of employment. All retired employees who are receiving a pension from either the Public Service Pension Plan or the Uniformed Services Pension Plan may elect to continue coverage.
- all temporary employees, if hired for a period of more than three months, are covered under the program from the first day of employment. Employees who are hired for a period of less than three months, who have their contract extended to at least six months,

are required to participate from the date of notification that the contract was extended.

- seasonal, recurring employees are covered under the plan during their term of active employment. During periods of lay-off, provided they do not work for another employer during such lay-off, an employee has the option to continue coverage. **However, coverage will not continue unless a "Continuation of Coverage" form is completed, signed and given to your Staff Clerk/Administrator prior to your leaving.**
- employees who elect early retirement will continue to be insured under the program as if active employees. Group life and accidental death and dismemberment insurance benefits will be calculated on the annual superannuation benefits. Coverage will be reduced on the first of the month following the date of retirement or age 65, whichever occurs first. For continuation of coverage to become effective, a Continuation of Coverage Form must be signed prior to the last day worked.
- upon attainment of age 65, if you have been insured for a period of five years immediately prior to your 65th birthday, you may be eligible for a reduced paid-up life insurance policy on the first of the month following attainment of age 65, which will remain in force throughout your lifetime.

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

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

## **SCHEDULE "D"**

### Vacation Leave

Leave entitlement based on the following number of days per annum.

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

## **SCHEDULE "E"**

### **THE CLASSIFICATION REVIEW AND APPEAL PROCESS**

#### **A. Definitions**

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

#### **B. Constitution of Classification Appeal Board**

1. There shall be a board to be known as the Classification Appeal Board, consisting of a Chairperson and members to be appointed by the Lieutenant-Governor in Council to serve for a period of one year in the first instance, subject to extension for further periods at the discretion of the Lieutenant-Governor in Council.
2. The Appeal Board is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures. Changes in these procedures shall be recommended for

approval only after co-ordination with the Classification Appeal Board, and the Treasury Board Secretariat.

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

### **C. Procedures**

1.
  - The process of review pursuant to these procedures shall be available to an organization if the organization considers that a position has been improperly classified by the Classification and Pay Division of Treasury Board.
  - The process of review and/or appeal pursuant to these procedures shall be available to any employee who considers that their position has been improperly classified by the Classification and Pay Division of Treasury Board.
2. A review or appeal shall not be entertained on the grounds:
  - of inadequacy of the pay scale assigned to the pay range number; or
  - that the scope of duties and responsibilities has been improperly assigned to the position by management.
3. A request for review shall be submitted to the Director of Classification and Pay Division, Treasury Board, Confederation Building, St. John's, A1B 4J6 in writing stating:
  - the employee's full name;
  - name of the employing organization and place of work;
  - the classification in respect of which the review is requested;
  - details of the reason(s) why the employee, or the department head on behalf of the

organization, considers the present classification is incorrect and the justification for the classification which is considered to be correct.

4. The Classification and Pay Division shall consider individual and group-type requests within 30 days of receipt and within a further 30 days, shall notify the employee(s) in writing of its decision thereon.
5. A request for review shall be regarded as closed:
  - when a decision is rendered thereon by the Classification and Pay Division;
  - if the employee(s) requests in writing the withdrawal of the request for review;
  - in the event of the employee's separation from the organization for any reason including resignation, removal, abandonment of position, incompetence, retirement, death, and so on;
  - if the permanent head, in the case of an organization request for review, requests in writing the withdrawal of the request for review.
6. It shall be the responsibility of the permanent head to notify the Director, Classification and Pay Division of the effective date of employee's separation from the organization.
7. All documents and evidence relating to a review shall be maintained in special files by the Classification and Pay Division. Copies of such review materials shall be furnished to the Classification Appeal Board upon its request.
8. If an employee is dissatisfied with the decision of the Classification and Pay Division an appeal of the decision may be submitted to the Classification Appeal Board.
9. All such appeals shall be submitted to the Appeal Board in writing (in duplicate) within a period of not more than fourteen (14) days after the receipt by an employee of notification of the Classification and Pay Division's decision as above mentioned.
10. An appeal shall not be submitted to the Appeal Board on any grounds which differ from the grounds upon which a review by the Classification and Pay Division has been requested by the employee or a group of employees and no such appeal shall be entertained by the Appeal Board. In such a case, the employee or group of employees shall first approach the Classification and Pay Division seeking a further review on the basis of the new circumstances involved.
11. The Appeal Board shall consider and rule only upon appeals received from an individual employee, or group of employees having identical classifications, provided that such employee or group shall first have submitted a request to the Classification and Pay Division for a review of the classification in accordance with section 3 of Part C and shall have been notified in writing of the Division's decision on the request.
12. The Appeal Board has the right to refuse to receive or hear an appeal if it considers that the grounds on which the appeal it submitted are irrelevant or not in accordance with sections 1

and 2 of Part C.

13. The employing organization concerned shall allow time off from regular duties to any employee who is required by the Appeal Board to appear before it and, in respect of such absence, the employee shall be regarded as being O.H.M.S. It is the responsibility of the employee to obtain the prior approval of the permanent head before absenting themselves from their duties for this purpose.
14. On receipt of an appeal from an employee or a group of employees, the Appeal Board shall request the Classification and Pay Division to assemble all pertinent information prepared as a result of the classification review, a copy of which will be given to the appellant and the immediate supervisor by the Classification Appeal Board.
15. Where the appellant requires clarification on any point contained in the classification file or wishes to comment on any aspect of the classification file, he/she must file with the Board within fourteen (14) days of receiving the file, a written statement including any supporting documentation which details his/her questions or comments.
16. A copy of the appellant's written statement and copies of supporting documentation will be sent by the Classification Appeal Board, within three (3) days of receipt, to the Classification and Pay Division who may respond or be requested to respond in writing within fourteen (14) days to the points or observations raised by the appellant. Such response shall be forwarded by the Classification Appeal Board to the appellant within three (3) days of receipt. This cumulative documentation shall then constitute the entire file to be considered by the Board.
17. Where the Board is satisfied that all relevant documentation is on file, it shall determine whether an appeal is warranted or if a decision can be rendered on the basis of the written documentation provided.
18. When the Board renders a decision on the basis of the written documentation, notification of such decision shall be forwarded to the appellant, his/her designate, Treasury Board and the employing agency.
19. If a hearing is warranted, the appellant, a permanent head or management designate and a representative of Classification and Pay Division may be requested to appear before the Board.
20. Appellants are to be given two opportunities to postpone appeal hearings after which appeals will then be withdrawn by the Board.
21. The hearing will be presided over by the Chairperson or Acting Chairperson of the Appeal Board who will retain control over the conduct of the hearing and who will rule on the relevancy of any questions or points raised by any of the parties of the hearing.

22. The Chairperson or Acting Chairperson may adjourn the hearing and order the appearance of any person or party who, at the Appeal Board's discretion, it deems necessary to appear to give information or to clarify any points raised during the hearing.
23. Following the conclusion of the hearing, the Board will deliberate on and consider all relevant evidence and supporting information. Within fifteen (15) working days of reaching a decision, the Board shall inform the appellant in writing over the signature of the Chairperson or the Acting Chairperson. Where applicable, copies of the decision will be forwarded to the appellant's representative, Treasury Board and the employee's department for appropriate action.
24. The powers of the Board are curtailed to classification changes within respective bargaining units while avoiding grade level changes, with the sole authority to make grade level changes for occupational groups to be vested in the Collective Bargaining process and any associated costs to be funded directly from the negotiated general salary increases for that bargaining year.
25. The Board is required to submit written reasons to the Classification and Pay Division for those decisions that result in classification changes.
26. The processing of any classification change shall be subject to Treasury Board's Personnel Administration Procedures.
27. The decision of the Appeal Board on an appeal is final and binding on the parties to the appeal. The majority opinion of the Board shall prevail and there shall be no minority report.
28. An appeal shall be regarded as closed:
  - when a decision is rendered thereon by the Classification Appeal Board;
  - if the appellant requests in writing the withdrawal of the appeal;
  - in the event of the appellant's separation from the organization for any reason including resignation, removal, abandonment of position, incompetence, retirement, death and so on; or
  - if the appellant postpones a hearing in accordance with Section 20 of Part C.
29. It shall be the responsibility of the permanent head to notify the Chairperson, Classification Appeal Board of the effective date of an appellant's separation from the organization.

**\*SCHEDULE "F"**

**MEMORANDUM OF AGREEMENT**

Re: Kilometer Rate Adjustment Formula (AAHP)

**General**

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

**Adjustment Formula**

4. Base Fuel Rate  
The 'base fuel rate' for calculating fuel costs is 79.4¢ per liter.
5. Fuel Price  
'Fuel prices' shall be those set by the Petroleum Pricing Office for the Avalon Region (Zone 1).
6. Base Kilometer Rate  
The 'base kilometer rate(s)' shall be the reimbursement rate(s) contained in an applicable collective agreement.
7. Initial Adjustment – October 1, 2005
  - a) The 'base kilometer rate' shall be adjusted effective October 1, 2005 based on the difference in the 'fuel price' on October 1, 2005 and the 'base fuel rate' multiplied by 1/10.  
***( 'fuel price' on October 1, 2005 – \$0.794 ) X 0.10 = km rate adjustment***  
*[km rate adjustment is added to the 'base kilometer rate']*
  - b) Kilometer rates shall be rounded to four decimal places after the dollar (\$0.0000).

8. Adjustment Dates (Quarterly Adjustments)

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

January 1<sup>st</sup>                      April 1<sup>st</sup>                      July 1<sup>st</sup>                      October 1<sup>st</sup>

9. Adjustment Formula

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

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

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

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

10. Reimbursement Rate

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

**Effective Date**

11. The MOA shall be effective October 1, 2005, and in accordance with Clause # 10, shall only be applicable to travel which occurs from that date forward.

12. This MOA may be terminated upon thirty (30) days notice from either party.

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

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

\_\_\_\_\_  
Witness

**SIGNED** on behalf of the Newfoundland and Labrador Health Boards Association

\_\_\_\_\_  
Witness

**SIGNED** on behalf of the Association of Allied Health Professionals, by its proper officers in the presence of the witness hereto subscribing:

\_\_\_\_\_  
Witness

## SCHEDULE 'A'

### Collective Agreements

AAHP – Provincial Agreement

**\*SCHEDULE "G"**

**LABRADOR BENEFITS AGREEMENT**

**ARTICLE 1**

**SCOPE**

- 1.1 This Agreement is applicable to all employees in Labrador represented by the Canadian Union of Public Employees, Association of Allied Health Professionals, the Newfoundland and Labrador Association of Public & Private Employees, the Newfoundland and Labrador Nurses' Union, the Newfoundland and Labrador Teachers' Association and the Royal Newfoundland Constabulary Association. The terms of the agreement will be considered to form an integral part of all collective agreements.

**ARTICLE 2**

**DURATION**

- 2.1 This agreement shall be effective from April 1, 2005 and shall remain in full force and effect until March 31, 2009. It shall be renewed thereafter through the normal process of collective bargaining utilized by each of the employee groups, or, with the consent of the parties, will be renewed through joint negotiations. At the request of either party negotiations shall commence six (6) months prior to the expiry date of this agreement.

**ARTICLE 3**

**LABRADOR ALLOWANCE**

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

	<b>DATE</b>	<b>SINGLE</b>	<b>DEPENDENT</b>
<b>GROUP 1</b>	April 1, 2005	\$2150	\$4300
	April 1, 2006	\$2150	\$4300
	April 1, 2007	\$2475	\$4950
	April 1, 2008	\$2475	\$4950
<b>GROUP 2</b>	April 1, 2005	\$2600	\$5200
	April 1, 2006	\$2600	\$5200
	April 1, 2007	\$2875	\$5725
	April 1, 2008	\$2875	\$5725
<b>GROUP 3</b>	April 1, 2005	\$2725	\$5450
	April 1, 2006	\$2725	\$5450
	April 1, 2007	\$3000	\$5975
	April 1, 2008	\$3000	\$5975

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 paid to employees on a pro-rated basis in accordance with his/her hours of work excluding overtime.

**ARTICLE 4**  
**TRAVEL ALLOWANCE**

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

	DATE	EMPLOYEE	DEPENDENT
<b>GROUP 1</b>	April 1, 2005	\$650	\$450
	April 1, 2006	\$650	\$450
	April 1, 2007	\$700	\$500
	April 1, 2008	\$750	\$550
<b>GROUP 2</b>	April 1, 2005	\$700	\$500
	April 1, 2006	\$700	\$500
	April 1, 2007	\$750	\$550
	April 1, 2008	\$800	\$600
<b>GROUP 3</b>	April 1, 2005	\$750	\$550
	April 1, 2006	\$750	\$550
	April 1, 2007	\$800	\$600
	April 1, 2008	\$850	\$650

4.2 (a) This allowance shall be paid to employees in the first pay period following April 15 of each year on a pro-rated basis in accordance to his/her hours of work in the previous twelve (12) month period ending March 31<sup>st</sup>, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents on the date of application of the allowance.

(b) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 4.2 (a) based on his/her hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.

4.3 (a) For the purpose of calculating this benefit the following leaves shall be considered as hours of work:

- (i) Maternity Leave/Parental Leave/Adoption Leave
- (ii) Injury-on-Duty/Worker's Compensation Leave
- (iii) Paid Leaves

- (iv) Any other period of unpaid leave for which the employee is eligible to accrue service under the respective collective agreement
  - (b) The provisions of 4.3 (a) will not apply when the employee would otherwise have been laid off.
  - (c) The provision of 4.3(a) (iv) will apply only to employees who have worked or have been credited with hours of work under 4.3(a) (i), (ii) or (iii) for a period of 20 days in the aggregate in the qualifying period.
- 4.4 In the case of spouses who are both employed by Provincial Government Department 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.
- 4.5 The travel benefit available to the Royal Newfoundland Constabulary Association under their Collective Agreement and to teachers under Article 25 of the NLTA Labrador West Collective Agreement shall continue to apply except in cases where Article 4 of this joint agreement provides a greater benefit. Eg. Members of the RNCA would continue to receive the employee travel benefit under their collective agreement unless the employee travel benefit in this joint agreement is greater. In addition to the employee benefit under the RNCA collective agreement, members of the RNCA shall also receive the dependent benefit under the joint agreement.

**ARTICLE 5**  
**LEAVE**

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

**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, whether of the same or opposite gender, and 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 “Spouse” - for the purpose of this agreement, spouse means an employee's husband or wife, including a common-law or same sex partner with whom the employee has lived with for more than one year.

**“SCHEDULE A”**  
**COMMUNITY GROUPING**

**GROUP 1**

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

**GROUP 2**

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

**GROUP 3**

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

## **MEMORANDUM OF UNDERSTANDING**

### **RE: NURSES COMMITTEE**

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

Letter to Ed Hancock (signed)

Signing page

Signing page

Signing page

MOU Labrador Benefits Agreement Interpretation

## **SCHEDULE "H"**

### **DEFERRED SALARY LEAVE PLAN HEALTH CARE**

1. Definitions
2. Introduction
3. Administration
4. Eligibility
5. Enrolment
6. Salary Benefits During Deferral and Leave Periods
7. Withdrawal from the Plan
8. Returning from Leave

### **DEFERRED SALARY LEAVE PLAN**

It is the Employer's policy that, where possible, all employees have access to a deferred salary leave plan, designed to help plan and finance a leave of absence for periods of 6 - 12 months. The deferral period may not exceed six years.

#### 1. Definitions

Review

Committee: a committee, comprised of members representing the employer and employee groups, which will review issues related to the Plan

Deferral

period: that period of time during which participating employees defer a portion of their salary

Leave Period: that period of time, immediately following the deferral period, during which participating employees are on a leave of absence from work

Taxation year: based on a calendar year January 1 to December 31 (inclusive)

#### 2. Introduction

The Deferred Salary Leave Plan permits employees to finance a leave of absence by deferring a maximum of 33 1/3% of their salary (before deductions) in a taxation year. The period over which employees may defer their salaries may not exceed six years.

The deferred portions of employees' salaries are deposited into an account with the Government of Newfoundland and Labrador. This account accrues interest which must be paid at the end of each calendar year. Because this interest is considered to be income from employment, it is subject to income tax for the year in which it was earned. The interest rate, on the deferred portion of employees' salaries will be the rate of interest earned by Government on its bank accounts.

The minimum leave period is six (6) months, except where the employee is attending a designated educational institution on a full time basis; in this case the minimum period of leave is three months.

The maximum period of leave is twelve (12) consecutive months, starting immediately after the

salary deferral period.

Revenue Canada regulates all deferred salary leave programs and has the ability to cancel any employer plan if the regulations are violated. For taxation purposes Revenue Canada requires that at the end of the leave period, employees return to the employer under whom they participated in the deferred salary leave program for, at least the same amount of time as the leave period. As such, the Deferred Salary Leave Plan cannot serve as an early retirement program.

### 3. Administration

The Deferred Salary Leave Plan will be administered by the Government Accounting Division of Treasury Board and the Personnel Department of the Employer. The Administrator will be responsible for approving deferred salary leave for employees who wish to use the plan. Approval forms will be sent to the Payroll Department where employees will be set up on the deferred salary payroll. The system will calculate the deferred portion of employees regular pay cheques. This deferred portion will then be transferred into an interest bearing account.

Employees who wish to opt out of the plan must inform their Administrator in writing. The Administrator will then forward this information to the Review Committee who will review the case and decide if it can be approved. The committee will consist of representation from:

- Government Accounting Division, Treasury Board
- Personnel Policy Division, Treasury Board
- Collective Bargaining Division, Treasury Board
- Debt. Management Division, Finance
- The Employer
- NLHBA
- Union Involved

The Committee will meet on a regular basis to approve requests to withdraw from the plan and/or address any other issues that are not directly dealt with in this policy.

### 4. Eligibility

Permanent employees with a minimum of twelve (12) months continuous service may apply for enrolment in the Deferred Salary Leave Plan.

### 5. Enrolment

Employees must make written application to their Administrator, providing as much advance notice as possible (preferably at least three (3) months).

Employees will be informed of their approval to participate in the Plan within three months of their request. Approval of requests is dependent on the operational requirements of the department during the employee's anticipated absence.

Table I demonstrates the various Plan options: the amount of salary an employee would have to

defer; the period of time over which the salary is deferred; the year in which the leave of absence is to be taken; and the employee's average wage over the entire period of Plan participation.

**TABLE I**

PLAN OPTION	PERCENTAGE OF SALARY DEFERRED	DEFERRAL PERIOD	LEAVE PERIOD	% OF NORMAL SALARY DURING PLAN
1 over 1.5	33 1/3%	1 year	2nd year (6 months.)	66 2/3%
2 over 3	33 1/3%	2 years	3rd year	66 2/3%
3 over 4	25%	3 years	4th year	75%
4 over 5	20%	4 years	5th year	80%
5 over 6	16 2/3%	5 years	6th year	83 1/3%
6 over 7	14%	6 years	7th year	86%

Over the period of Plan participation, employees' salaries plus the percentage of salaries deferred must equal 100% of employees' pre-plan salaries. For example, employees who choose the 3 over 4 option must defer 25% of their salaries over a 3 year period resulting in a net salary, over 4 years, of 75% of their pre-plan salaries.

6. Salary And Benefits During Deferral and Leave Periods

During the deferral period, employees continue to receive their normal salary less the amount they have chosen to contribute to the Plan.

During the leave period, employees' gross annual salaries will consist of the sum of the contributions made to the Deferred Salary Leave Plan during the deferral period, plus interest. Salary will be received through the normal payroll procedures.

Income tax information slips (T4) for the completion of participating employees' tax return will reflect that portion of salary actually received in the taxation year.

The interest earned on the deferred portion of employees salaries will be considered to be employment income. This interest amount is taxable as employment income and will be included on T4 slips. Income tax information slips will be issued yearly as the interest is paid.

Employment status will be that of leave without pay. The provisions and cost-sharing arrangements for employee benefits will be consistent with the appropriate sections of the Employer policies and Collective Agreements. Appendix I outlines the effect the Deferred Salary Leave Plan will have on all benefit/deduction programs during both the deferral and leave periods.

While on leave, no payments will be made for:  
overtime;

call back;  
stand-by;  
automobile allowance;  
Labrador allowance;  
sick leave;  
family responsibility leave;  
annual leave;  
paid leave;  
statutory holidays; or,  
any other monetary compensation provided to employees who are at work.

No annual leave, sick leave or paid leave credits will be issued by the employer while employees are on the leave period portion of the Deferred Salary Leave Plan. This time will not be counted toward the requirements for service to achieve additional annual leave or paid leave credits and will not be recognized for severance pay purposes. The leave period, however, will not be considered a break on service.

Employees may purchase their leave period for pension credits upon their return to work.

7. Withdrawal From The Plan

Once approved for participation in the Deferred Salary Leave Plan, employees may withdraw from the Plan, prior to the leave period, only under exceptional circumstances such as:  
extreme financial hardship;  
death;  
total and permanent disability;  
transfer to another position where Plan participation is not approved; and/or  
lay-off, termination or resignation.

Employees who withdraw from the Plan will receive a refund of their contributions plus the accrued interest on the contributions. Refunds will be made within 50 days of the approval to withdraw from the Plan.

The lump sum payment refunded to the employee is subject to Canada Pension Plan contribution. Unless specifically requested by the employee, the Employer will apply the lump sum income tax rate to the refund amount.

8. Returning From Leave

Employees returning from their leave periods will be:  
assigned to the same or equivalent position held prior to going on leave; and  
eligible for the same step in the salary scale that they were paid prior to going on leave.

**APPENDIX I**

<b>Benefit/Deduction</b>	<b>Benefits During the Deferral</b>	<b>Benefits During the Leave Period</b>
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<b>Program</b>	<b>Period</b>	
Provincial Pension	Contribution will be based on normal gross salary, not salary received	No pension payments will be deducted during the leave period
Group Life Insurance/Health Insurance	Coverage and premiums will be based on normal gross salary not salary received; employer cost sharing will continue	Coverage continuation is optional; employee is required to pay full cost of premiums while on leave
Voluntary Accident Insurance/Dental Insurance	Participation optional.. Employee pays full cost of premium	Participation optional.. employee pays full cost of premium
Long Term Disability Insurance	Coverage and premiums will be based on normal gross salary not salary received	No coverage available during the leave period
Union Dues (Where applicable)	Payable on that portion of Salary actually received or Based on Union Constitution	Payable on that portion of salary actually received or based on union constitution
Income Tax	Payable on that portion of Salary actually received	Payable on that portion of salary actually received
Canada Pension Plan	Payable on that portion of Salary actually received	Payable on that portion of salary actually received
Unemployment Insurance	Payable on normal gross salary	No deductions are taken as there are no insurable earnings during the leave period
Annual Leave	Normal accrual rates apply	No accrual during leave period. Time accrued prior to the leave period may be taken, subject to approval, before the leave period begins or after the leave period ends.

**APPENDIX I (cont'd)**

<b>Benefit/Deduction Program</b>	<b>Benefits During the Deferral Period</b>	<b>Benefits During the Leave Period</b>
Sick Leave	Normal accrual rates apply	No accrual during leave period. Sick leave will not be paid during leave period.
Paid Leave (Where Applicable)	Normal accrual rates apply	No accrual during leave period. Time accrued prior to the leave period may be taken, subject to approval, before the leave period begins or after the leave period ends
Severance Pay	Normal accrual rates apply	Entitlement reduced by the length of the leave period
Pay Increments	Normal application	Step progression delayed by the length of the leave period

**DEFERRED SALARY LEAVE PLAN  
APPLICATION AND APPROVAL REQUEST FORM**

1. Name:  
SIN:  
Phone: \_\_\_\_\_ (Home) \_\_\_\_\_ (Work)

2. Work Location:  
Department:  
Job Title:  
Annual Salary: \$  
Date of Entry into Employment with the Employer    \_\_\_ Day           \_\_\_ Month           \_\_\_ Year

3. Plan Option (Check One)

	<b>Plan Option</b>	<b>Percentage of Salary Deferred</b>	<b>Deferral Period</b>	<b>Leave Period</b>
	1 over 1.5	33 1/3%	1 year	2 <sup>nd</sup> year (6 months)
	2 over 3	33 1/3%	2 years	3rd year
	3 over 4	25%	3 years	4th year
	4 over 5	20%	4 years	5th year
	5 over 6	16 2/3%	5 years	6th year
	6 over 7	14%	6 years	7th year

4. Requested Leave Period

FROM: \_\_\_ Day           \_\_\_ Month           \_\_\_ Year

TO: \_\_\_ Day           \_\_\_ Month           \_\_\_ Year

I hereby request to defer a portion of my salary as indicated in Section 3 and request leave for the period noted above. I have read and understand the Deferred Salary Leave Plan and agree to the terms and conditions as defined by Revenue Canada and my employer.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

5. (a) Approval is hereby granted for the deferral of salary as outlined in Section 3.

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

Approval cannot be granted as requested for the following reason(s):

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

(b) Approval for salary deferral period:

FROM:    \_\_\_            \_\_\_            \_\_\_  
          Day            Month        Year

TO:       \_\_\_            \_\_\_            \_\_\_  
          Day            Month        Year

Percentage of salary deferred/year:  
Amount Deferred: \$

Percentage of salary maintained:  
Amount Maintained: \$

Payroll Deduction: \$

Approval for leave period:

FROM:    \_\_\_            \_\_\_            \_\_\_  
          Day            Month        Year

TO:       \_\_\_            \_\_\_            \_\_\_  
          Day            Month        Year

c.c.    Employee  
        Debt Management (Finance)

**SCHEDULE "P"**

**NO. OF WEEKS OF PAY IN LIEU OF NOTICE**

AGE (YEARS)

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

**\*SCHEDULE “J”**

**Transition Agreements**

Central West Health Care Institutions Board  
Central East Health Care Institutions Board  
Health Care Corporation of St. John’s  
Avalon Health Care Institutions Board  
Peninsulas Health Care Board

















































































**\*SCHEDULE “K”**

**Alternate Scheduling Flexitime**

1. Flexitime Agreement  
The parties agree to the establishment of this flexitime agreement for classifications covered by the AAHP collective agreement – Schedule A.
  
2. Mutual Agreement
  - (a) The implementation of a flexitime arrangement will be by mutual agreement between the employee and his/her manager.
  - (b) Both parties are required to sign a copy of this agreement and submit a copy to Human Resources Department upon agreeing to enter/terminate such an agreement.
  - (c) This arrangement is provided to employees according to the position he/she currently occupies. Should his/her position change then the flexitime agreement option must be renegotiated. It is understood this type of change may result in the arrangement being terminated.
  
3. Definition of Flexitime and Overtime
  - (a) Flexitime is when an employee makes a decision to work beyond regular working hours and/or adjusts his/her own schedule within a thirty-seven point five (37.5) hour week or seventy-five (75) hours bi-weekly, without a requirement to seek prior approval. Such time worked or adjustment of the schedule will be at straight time.
  - (b) Overtime, as per the collective agreement, is when a manager directs or approves an employee to work beyond regular working hours and such time worked is not controlled by the employee. This will include cases of emergency as stated in the collective agreement.
  - (c) For the purpose of this agreement, an emergency will be defined as a situation whereby the employee determines the client to be in crisis and if not seen immediately by a health care professional, could result in a deterioration of the client’s condition and/or could place the client and possibly others at risk.
  
4. Recording of Schedule  
Employees shall be required to keep records of their schedule (parties to determine frequency of when time is recorded) and excess hours worked. Such schedules will be accessible, in a central location, to a manager or designated individual and will not be entered on the computerized payroll system.
  
5. Maximum Accumulated Hours

- (a) Under the Flextime Agreement, the maximum hours of accumulation shall be established between the manager and the employee and in no case shall exceed seventy-five (75) hours.
- (b) Employees cannot work through their meals and rest periods and use this time as part of their flex-time work schedule.
- (c) Any existing accumulated hours at the time of signing this agreement will be retained by the employee. Employees with excess accumulated hours (exceeding the maximum cap) at the date of signing are not able to accrue more time, however, they can continue to work flextime with the understanding that any extra time worked must be taken off in the pay period in which the time is worked.
- (d) Once employees reach the maximum cap of accumulated hours they shall not accumulate any additional time. Any extra time worked must be taken off in the pay period in which it is worked.

6. Time Off

An employee may schedule to take up to one-half (1/2) day off from accumulated time, without prior approval from their manager. Prior notification of the intention to take time off must be provided to the manager and a co-worker. When an employee requests to take more than one-half (1/2) day off from accumulated time, prior approval must be given by the appropriate manager. Approval to use more than one-half (1/2) day at any one time will not be unreasonably denied. At no time shall flextime taken adversely affect previously scheduled services.

7. Termination of Agreement

Either party may provide thirty (30) days notice to end the agreement.

December 15, 2008

Ms. Sharon King  
Administrative Director  
Association of Allied Health Professionals  
The Dorset Building  
6 Mount Carson Avenue  
Mt. Pearl, NL A1N 3K4

Dear Ms. King:

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

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

Sincerely,

Elizabeth J. Lane  
Director, Collective Bargaining

December 15, 2008

Ms. Sharon King  
Administrative Director  
Association of Allied Health Professionals  
The Dorset Building  
6 Mount Carson Avenue  
Mt. Pearl, NL A1N 3K4

Dear Ms. King:

**Re: *Transition Agreements***

Within one (1) year of signing the Collective Agreement, the parties shall discuss incorporating segments of the Transition Agreements into the body of the Collective Agreement.

Sincerely,

Elizabeth J. Lane  
Director, Collective Bargaining

December 15, 2008

Ms. Sharon King  
Administrative Director  
Association of Allied Health Professionals  
The Dorset Building  
6 Mount Carson Avenue  
Mt. Pearl, NL A1N 3K4

Dear Ms. King:

***Re: Compressed Work Week***

The parties to this agreement may mutually agree to establish a schedule providing for a compressed work week upon a request from an employee(s) in the work area or upon request from the Employer.

Sincerely,

Elizabeth J. Lane  
Director, Collective Bargaining

December 15, 2008

Ms. Sharon King  
Administrative Director  
Association of Allied Health Professionals  
The Dorset Building  
6 Mount Carson Avenue  
Mt. Pearl, NL A1N 3K4

Dear Ms. King:

***Re: Malpractice Insurance***

The employer agrees to provide to employees information sessions on the malpractice insurance coverage currently carried by the employers.

Sincerely,

Elizabeth J. Lane  
Director, Collective Bargaining

December 15, 2008

Ms. Sharon King  
Administrative Director  
Association of Allied Health Professionals  
The Dorset Building  
6 Mount Carson Avenue  
Mt. Pearl, NL A1N 3K4

Dear Ms. King:

***Re: Market Adjustment***

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

Sincerely,

Elizabeth J. Lane  
Director, Collective Bargaining

**\*MEMORANDUM OF UNDERSTANDING**

**AGREEMENT ON PENSIONS**

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

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

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

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

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

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

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

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

## MEMORANDUM OF UNDERSTANDING - 2006

### HEALTH INSURANCE

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

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

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

As a result of the 2006 round of negotiations, the following was also agreed:

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

recovery of premiums in other sectors shall continue for the life of that Agreement.

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

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

#### Group Insurance Committee Membership

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

**\*MEMORANDUM OF UNDERSTANDING**

**CLASSIFICATION PLAN**

It is agreed that a new classification system would be implemented and that the plan used would be gender neutral. It is also agreed that AAHP would have input into the selection and implementation of the system. This will be accomplished through a joint steering committee which would be advisory to Government in nature. It is also agreed that the current classification plan would continue until the new plan is established.

It is agreed that the new plan began implementation on April 1, 2008. However, any wage adjustments necessary for implementation of this plan will not accrue on April 1, 2008. The total cost and the timing of any wage adjustments are to be included in negotiations to commence on Government's finalization of the new classification system.

The Unions require that a Job Evaluation Consultant (as selected by the Unions) would have direct contact with the Plan's consultant and have full access to all relevant information. This individual would also communicate with and have access to all meetings of the Steering Committee. The salary and the expenses of the Advisor would be borne by the Unions.

The ratings of the positions will be conducted by the staff of the Classification, Organization and Management Division of Treasury Board. There will be a Benchmark Committee composed of two-thirds management and one-third union representatives who will review the sampling of the ratings as they are done. The Benchmark Committee would have the authority to refer results back to the raters should they be deemed inconsistent. The final decision making authority rests with Treasury Board.

While the new Job Evaluation system is being implemented, all employees can proceed with individual reviews and appeals under the current plan. However, there will be no further occupational reviews.

**Access to Information and Privacy**

The employer agrees to disclose to an authorized bargaining agent representative such minimum amount of personal information about an employee that is necessary to effect discussions or negotiations on behalf of that employee by his or her bargaining agent representative and the employer.

The union agrees to indemnify and save the Government harmless against any claim or liability arising out of the application of this article.