



COLLECTIVE AGREEMENT

**COLLEGE OF THE NORTH ATLANTIC
SUPPORT STAFF AGREEMENT**

BETWEEN

**HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND represented
herein by Treasury Board;**

**THE BOARD OF GOVERNORS OF THE COLLEGE OF THE NORTH
ATLANTIC**

AND

**THE NEWFOUNDLAND AND LABRADOR ASSOCIATION
OF PUBLIC AND PRIVATE EMPLOYEES**

SIGNED: November 1, 2022

EXPIRES: March 31, 2026

THIS AGREEMENT made this 1st day of November, Anno Domini, Two thousand and Twenty-two

BETWEEN

HIS MAJESTY THE KING IN THE RIGHT OF NEWFOUNDLAND, represented herein by the Treasury Board;

THE BOARD OF GOVERNORS OF THE COLLEGE OF THE NORTH ATLANTIC

of the one part;

AND

THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES, a body corporate organized and existing under the laws of the Province of Newfoundland and Labrador and having its Registered Office in the City of St. John's aforesaid (hereinafter called the "Union");

of the other part.

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

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	Purpose of Agreement.....	1
2	Effect of Legislation.....	1
3	Employer Rules, Regulations & Policies	1
4	Personal & Sexual Harassment	1
5	Definitions.....	2
6	Recognition	5
7	Work of the Bargaining Unit.....	6
8	Management Rights	7
9	Employee Rights	7
10	Union Security.....	7
11	Checkoff.....	8
12	Grievance Procedure	8
13	Arbitration	11
14	Hours of Work.....	13
15	Overtime.....	14
16	Standby.....	15
17	Callback.....	16
18	Travel & Transportation Allowance	17
19	Holidays	19
20	Time Off For Union Business	21
21	Bereavement Leave	22
22	Vacation	23
23	Sick Leave	26
24	Maternity Leave/Adoption/Parental Leave	28
25	Child Care	29
26	Staff Development & Training - Education Leave	29
27	Family/Home Responsibility Leave.....	30
28	Special Leave	31
29	Injury on Duty	33
30	Payment of Wages & Allowances.....	34
31	Salaries	35
32	Temporary Assignment	36

33	Discipline	36
34	Personal Files	37
35	Classification.....	38
36	Seniority	38
37	Job Competitions.....	41
38	Termination of Employment - Layoff	43
39	Layoff & Recall.....	45
40	Technological Change.....	48
41	Union Representation.....	49
42	Contracting Out.....	50
43	Strikes or Lockouts	50
44	Relocation Expenses	50
45	Personal Loss	50
46	Group Insurance	50
47	Working Conditions.....	51
48	General Provisions	52
49	Duration of Agreement.....	54
50	Advance Notice.....	55
51	Criminal or Legal Liability.....	55
52	Job Sharing Arrangements.....	55
Schedule "A"	Salary Implementation Formula.....	57
Schedule "B"	Salary Scales	58
Schedule "C"	Classification Listing	74
Schedule "D"	Special Classes Excluded from the Bargaining Unit	77
Schedule "E"	Work Clothes, Safety and Protective Wear	78
Schedule "F"	Labour Management Committee	79
Schedule "G"	Classification Review & Appeal Board Procedure.....	82
Schedule "H"	List of Employers Covered as per Article 48, Clause 48.04(a)	87
Schedule "I"	List of Employers Covered as per Article 48, Clause 48.04(b)	88
Schedule "J"	Summary - Group Insurance Benefits.....	89
Schedule "K"	Number of Weeks of Pay in Lieu of Notice.....	99
Schedule "L"	Labrador Benefits Agreement.....	100
Schedule "M"	List of Campuses.....	112
Schedule "N"	Compressed Work Week	113

Schedule "O"	Deferred Salary Leave.....	118
Schedule "P"	Bumping Tribunal - Terms of Reference.....	124
Schedule "Q"	Guidelines for Job Sharing.....	126

Letters

Christmas Break.....	128
Proclamation of New Holiday by Provincial Government	129
Emergency Supplies.....	130
Definition of Day	131
Travel and Transportation Allowance.....	132
Market Adjustment	133
Bargaining Unit Inclusions/Exclusions.....	134
Outstanding Grievances	135
Split Shifts	136
Article 37.02 Loss of Seniority	137
Sick Leave Committee	138
Classification Review & Appeal Procedure	139
OPEB Eligibility	140
Joint Trusteeship for Group Insurance	143
Commitment re: OPEBs	144
Recruitment and Retention	145
Remote Work/Telework	146
Statutory Holiday Replacement	147
Health Insurance for Temporary Employees	149
Job Evaluation System	150
Public Health Emergency	151
Travel on Employer's Business – Business Insurance	153
Severance Pay	154

Memorandum of Understanding

Application of Master Agreement Language.....	155
Security Guards Work Schedule – Region 7.....	156
Professional Development for Support Staff.....	157

Memorandum of Understanding - 2004

Agreement on Pensions.....	158
Classification Plan	159
Health Insurance	160
Public Private Partnership (P3) Job Security	162
Attrition.....	163
Posting of Permanent Positions	164
Kilometer Rate Adjustment Formula	166

Explanation of Codes

- * Denotes Clauses where language has changed from previous collective agreement.
- ** Denotes Articles that have been renumbered from previous collective agreement.

ARTICLE 1
PURPOSE OF AGREEMENT

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

ARTICLE 2
EFFECT OF LEGISLATION

- 2.01 In the event that any future legislation renders null and void any provision of this Agreement, the remaining provisions shall remain in effect during the term of this Agreement.

ARTICLE 3
EMPLOYER RULES, REGULATIONS AND POLICIES

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

ARTICLE 4
PERSONAL AND SEXUAL HARASSMENT

- *4.01 Employer Shall Not Discriminate

The Employer agrees that in accordance with the provisions of the *Newfoundland and Labrador Human Rights Act*, there shall be no discrimination with respect to any matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise because of race, color, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income, and political opinion or activity in the Union.

- 4.02 The Employer and the Union agree that all members of the College community are entitled to pursue their duties or studies in an environment free from harassment by members of the College community. Individuals who engage in harassment shall be subject to discipline up to and including dismissal. For the purpose of this Article, a member of the College community is anyone appointed, contracted, employed or registered as a student, by the College.

- 4.03 For the purpose of this Article, harassment is defined as:
- (a) Harassment based on race, religion, religious creed, sex, marital status, physical or mental disability, political opinion, colour, or ethnic, national or social origin, is any behaviour that is directed at, or is offensive to a member of the College community, endangers a member's job, or academic standing, undermines performance or threatens the economic livelihood of the member.
 - (b) Harassment of a sexual nature is comprised of sexual comments, gestures, or physical contact that the individual knows or ought reasonably to know to be unwelcome, objectionable or offensive. The behaviour may be on a one-time basis or series of incidents, however minor. Harassment of a sexual nature is unsolicited, one-sided and/or coercive. Both males and females may be the victims of such actions.
- 4.04 Both parties support the principles espoused in Section 9 of the Newfoundland Human Rights Code (as amended by Chapter H.14 RSN 1970) and agree to co-operate fully with any investigation held by the Human Rights Commission with regard to a complaint by a member of the College community.
- 4.05 The Employer shall undertake to investigate alleged occurrences with all possible dispatch. The Employer and the Union agree the victim shall be protected from repercussions which may result from their complaint.
- 4.06 Subject to Clause 12.11 (b), employees shall have access to the Grievance and Arbitration Procedure for grievances relating to this Article.

ARTICLE 5 **DEFINITIONS**

- *5.01 (a) "Bargaining unit" means the bargaining unit recognized in accordance with Article 6.
- (b) "Classification" means the identification of a position by reference to a class title and pay range number.
- (c) "College" means College of the North Atlantic.
- (d) "Common-law spouse" means a person who is in a relationship that exists 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 their spouse and lives and intends to continue to live with that person as if that person were their spouse.
- (e) "Day" means a working day unless otherwise stipulated in this Agreement.

- (f) "Day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of their position other than:
 - (i) a designated holiday;
 - (ii) a calendar day on which the employee is on leave of absence.
- (g) "Demotion" means an action which causes the movement of an employee from their existing classification to a classification carrying a lower pay range number.
- (h) "Dismissal" means the termination of an employee for just cause, but does not refer to the termination of a probationary employee for reasons of unsuitability or incompetence, as assessed by the Employer.
- (i) "Employee" or "employees" where used is a collective term except as otherwise provided herein, including all persons employed in categories of employment contained in the bargaining unit as prescribed in Article 6.
- (j) "Employer" means the Board of Governors of the College of the North Atlantic.
- (k) "Grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.
- (l) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a calendar day designated as a holiday in this Agreement.
- (m) "Layoff" means a temporary cessation of employment due to a lack of work or abolition of a post. Employees who have a reduction in their hours of work shall have access to the layoff provisions of Article 39.
- (n) "Leave of Absence" means absence from duty with the permission of the Employer.
- (o) "Month of Service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.
- (p) "Notice" means in writing which is hand delivered or delivered by registered mail.
- (q) "Part-time employee" means a person who is regularly employed to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
- (r) "Permanent employee" means a person who has completed their probationary period and is employed on a full time basis without reference to any specified date of termination of service.

- (s) "President" means the President of the College of the North Atlantic or designate including any official authorized by them to act on their behalf.
- (t) "Probationary employee" means a person who is employed but who has worked less than the prescribed probationary period.
- (u) "Probationary period" means a period of six (6) months from the date of employment, except for employees who are required to undertake training on employment, for whom the probationary period of six (6) months shall commence immediately following such training. For part-time and temporary employees, the probationary period shall be six (6) months of cumulative service in working hours or days.
- (v) "Promotion" means an action which causes the movement of an employee from their existing classification to a classification giving a higher pay range number.
- (w) "Reclassification" means any change in the current classification of an existing position.
- (x) "Scheduled" means in writing and posted in an accessible place to all employees.
- (y) "Service" means any period of employment excluding overtime either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year unless otherwise specified in this Agreement.
- (z) "Seniority" means the length of service an employee has with the Employer in a bargaining unit position which is paid on the CG Scale, or service in a non-supervisory position which is paid on a Management Pay Plan, and subject to Clause 36.02, shall date from the last entry into employment with the Employer. Seniority shall also include the seniority an employee had accumulated in an MOS, GS or CI position with the Provincial Colleges. New employees hired after July 1, 2004 into non-bargaining unit CG positions or non-supervisory non-management positions paid on the Management Pay Plan shall not have such service counted for seniority should they obtain a bargaining unit position.
- (aa) "Sessional employee" means an employee who, as part of their normal employment, may be on layoff status when classes are not in session.
- (bb) "Shift" means the normal consecutive working hours scheduled for each employee which occurs in any twenty-four (24) hour period. There will normally be three (3) shifts; day, evening, and night. The first shift of each day shall be the shift commencing at 0001 hours to 0800 hours.

- (cc) "Standby" means any period of time during which, on the instructions of the President, an employee is required to be available for recall to work.
- (dd) "Temporary employee" means a person who is employed for a specific period for the purpose of performing certain specified work, and who may be laid off at the end of such period or upon completion of such work.
- (ee) "Transfer" means the movement of an employee from one (1) position to another which does not result in a promotion or demotion.
- (ff) "Union" means the Newfoundland and Labrador Association of Public and Private Employees.
- (gg) "Vacancy" means an opening in a permanent, sessional or temporary position which is in excess of thirteen (13) weeks duration, and in respect of which there is no employee eligible for recall.
- (hh) "Week" means the period from 0001 hours Monday to 2400 hours the following Sunday, inclusive.
- (ii) "Year" means the period extending from the first day in April in one year to the thirty-first day of March in the succeeding year.
- (jj) "Termination" means the final severance of employment of an employee because:
 - (i) the employee resigns;
 - (ii) is dismissed for just cause and is not re-instated;
 - (iii) the employee is laid off for a period longer than two (2) years.
- *(kk) Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context so requires.

ARTICLE 6 **RECOGNITION**

- 6.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees listed in Schedule "C" but excluding from such classes special groups as listed in Schedule "D".
- 6.02 When new classifications are developed, the following procedures shall apply:
 - (a) The Employer will immediately notify the Union in writing as to whether such classifications should be included in or excluded from the bargaining unit and provide reasons for its exclusions.

- (b) The Employer agrees that new classifications which are to be excluded from the bargaining unit will not include a major component of bargaining unit work.
 - (c) The Union, after consultation on the Employer's position, will respond in writing outlining reasons for its rejection of the exclusions within ten (10) working days of receipt of the above notification.
 - (d) Should the parties be unable to agree upon the exclusion of any specific classification, the matter will be immediately referred to the Labour Relations Board for adjudication.
- 6.03
- (a) Recognized vacant positions within the bargaining unit that have not been declared redundant will not be absorbed on a permanent basis by positions outside the bargaining unit.
 - (b) Recognized vacant positions in the bargaining unit created as a result of secondment or temporary transfer of a bargaining unit employee will not be absorbed by management personnel.

6.04 No Other Agreement

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

- 6.05 All correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass to and from the President of the College and the President of the Union.

ARTICLE 7
WORK OF THE BARGAINING UNIT

- 7.01
- (a) Management and excluded personnel shall not work on any jobs which are included in the bargaining unit except for the purpose of instructing, experimenting, reviewing an employee's performance, in the case of emergencies, when regular employees are not available, or where the performance of bargaining unit work usually forms part of the duties of a non-bargaining unit position.
 - (b) Notwithstanding clause 7.01 (a), the parties hereby agree that students of the College, for the purpose of "on-the-job training" may be permitted to work on jobs that relate to bargaining unit work for such purpose. However, in no case shall the performance of such training in any way cause the loss of pay, hours of work, overtime or any other benefits of employees in the bargaining unit.

Further, it is agreed that students may continue as in the past to perform tasks such as student markers, assistants and runners.

The purpose of this Agreement is to ensure that work of the bargaining unit shall not be lost or eroded by students within or from outside the College.

ARTICLE 8
MANAGEMENT RIGHTS

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

ARTICLE 9
EMPLOYEE RIGHTS

9.01 Notwithstanding anything contained in this Agreement, an employee may present a personal complaint to their Employer.

ARTICLE 10
UNION SECURITY

10.01 All employees who are members of the Union, or those who become members, shall remain members as long as their position is in the bargaining unit.

10.02 A condition for new employees hired after the signing of this Agreement will be to immediately become members of the Union, and remain members as long as they continue to occupy a bargaining unit position. This requirement shall be clearly indicated to new employees by the Employer and Shop Steward.

10.03 An employee upon employment at the College shall be provided with information concerning:

- (a) duties and responsibilities in writing;
- (b) starting salary and classification;
- (c) terms and conditions of employment and those conditions set out in the Articles dealing with Union Security, Dues Checkoff and Union representation.

10.04 Where a Local President or their delegate is available, the employee will be introduced to them within one (1) month.

10.05 No employee shall be temporarily assigned outside the bargaining unit without their consent. An employee who is temporarily assigned outside the bargaining unit may return to the bargaining unit subject to giving the Employer two (2) weeks' notice.

ARTICLE 11
CHECKOFF

- 11.01 The Employer shall deduct from the salary or wages of all employees within the bargaining unit the amount of membership dues and forward same bi-weekly to the Union accompanied by a list of employees showing:
- (a) the contributions of each;
 - (b) the employee's full name and classification and social insurance number or payroll number; and
 - (c) changes from previous list, e.g., additions, deletions, employee status, layoff, resignation, promoted outside the bargaining unit, etc.
- 11.02 The Employer agrees that when issuing T4 slips, the amount of membership dues paid by an employee to the Union during the current year will be recorded on their T4 statement.
- 11.03 The Union shall inform the Employer of the authorized deductions to be made.

ARTICLE 12
GRIEVANCE PROCEDURE

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

Step I

An employee who alleges that they have a grievance, shall first present the matter to their immediate Supervisor through their Shop Steward within ten (10) days of the occurrence or discovery of the incident giving rise to the alleged grievance.

Step II

If the employee fails to receive a satisfactory answer within five (5) days of presenting the matter to their immediate Supervisor, they may, within a further five (5) days, present a grievance in writing to the immediate supervisor who will give the grievor a dated receipt.

Step III

If the employee fails to receive a satisfactory answer to the grievance within five (5) days after the filing of the grievance at Step II, the employee may, within a further five (5) days submit the grievance in writing to the President or designate who, for the purpose of investigating the grievance, shall form a committee consisting of four (4) persons, comprising an equal number of Employer and Union representatives. The Union shall appoint its two (2) representatives to the committee and advise the Employer at the time when the grievance is submitted to the President or designate. The Employer shall appoint two (2) representatives and notify the Union within ten (10) days of the names of the Employer representatives on the Grievance Committee. One of the Employer's representatives shall chair the meeting(s). The committee shall be entitled to interview

such persons as it deems necessary for the investigation of the grievance and shall give its decision in writing to the grievor within ten (10) days of receipt of the grievance. The committee's report shall consist of the joint decision of the committee where the committee members agree to a solution. If the matter is not mutually resolved by the committee, then the Employer's representatives will send their position, along with a brief summary of the committee's deliberations, to the union, with a copy being sent to the grievor.

Step IV

Either party may, within ten (10) days of receipt of the decision at Step III advise the other party of its desire to have the dispute mediated. The other party shall signify its agreement with the request to mediate within five (5) days of receipt of the request. Mediation shall only be utilized upon mutual agreement of the parties. Discussions at mediation shall be without prejudice and cannot be referenced at arbitration. The mediation must be concluded within twenty (20) days of the agreement to mediate the dispute. It is understood that mediation is non-precedent setting.

Step V

Failing satisfactory settlement at Step III or Step IV, the Union may by giving notice in writing within ten (10) days of receipt of the decision at Step III or Step IV, declare its intention to refer the grievance to arbitration.

- 12.02 The employee, if they so desire, may be represented by a full time representative of the Union at any Step of the Grievance Procedure. The grievor may be present during all Steps of the Grievance Procedure.
- 12.03 With the exception of Step I, replies to grievances at all other Steps of the Grievance Procedure will be in writing and dated receipts of grievances will be given.
- 12.04 The settlement of a grievance without reference to arbitration shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, unless the settlement states otherwise.
- 12.05 (a) The time limits set forth in this Article may be varied in writing by mutual agreement between the parties.

(b) An Arbitrator or Arbitration Board may extend the time limits of any Step in the Grievance Procedure. Notwithstanding the expiration of such time limits, where the Arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.
- 12.06 The Employer will supply the necessary facilities for the grievance meetings.

12.07 Policy Grievance

Where the Union has a grievance involving a question of general application, administration, or interpretations of this Agreement, the Union may initiate a grievance. Such a grievance shall commence at Step III of Clause 12.01.

12.08 Union May Initiate Grievances

(a) The Union and its representatives shall have the right to initiate a grievance on behalf of a 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 III.

(b) The Union and its representatives shall have the right to initiate a grievance on behalf of an employee. Such grievances may be initiated without the employee's consent and will commence at Step II.

12.09 Shop Stewards and witnesses shall suffer no loss in pay for time spent processing grievances or attending meetings with the Employer's representative(s).

12.10 It is agreed that Shop Stewards will not absent themselves from their Departments for the purpose of handling a grievance without first obtaining permission from the Steward's Supervisor, and that permission will not be unreasonably withheld. The Shop Steward shall notify their immediate Supervisor when returning to duty.

12.11 (a) Subject to Clause 12.11 (b), any disciplinary action taken by the Employer against employees will be subject to the Grievance and Arbitration Procedures.

(b) The termination of a probationary employee for reason of unsuitability or incompetence, as assessed by the Employer, is not subject to the Grievance or Arbitration Procedures.

12.12 When there is a dispute involving dismissal or suspension, the grievance may be submitted in the first instance at Step III.

12.13 If the employee so desires, they shall have the right to grieve against alleged unfair treatment on promotion or transfer to positions within the bargaining unit and such grievances may be submitted in the first instance at Step III of Clause 12.01.

ARTICLE 13
ARBITRATION

13.01 Composition of Board of Arbitration

When either party desires that a grievance shall be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement.

Within fourteen (14) calendar days thereafter, each party shall name an Arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee. If either party refuses or neglects to appoint a member of the Board of Arbitration, the Minister of Human Resources, Labour and Employment of the Province of Newfoundland and Labrador may be requested by the other party to appoint a member. The two (2) so named shall, within fourteen (14) calendar days of the appointment of the second of them select a third person to act as Chairperson of the Board of Arbitration, but should they not do so within fourteen (14) calendar days, then either party may apply to the Minister of Human Resources, Labour and Employment to appoint a person to be Chairperson. No person who has any pecuniary interest in the matters referred to the Arbitration Board, or who is acting or who has within a period of six (6) months preceding the date of their appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties, shall be appointed to or act as a member of an Arbitration Board.

13.02 The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the differences or allegations and render a decision within fourteen (14) calendar days of the date on which the Board hears the grievance.

13.03 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.

13.04 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

13.05 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the Arbitrator it appoints, or for whom the Arbitrator was appointed by the Minister of Human Resources, Labour and Employment;
- (b) one-half (1/2) of the fees and expenses of the Chairperson;
- (c) one-half (1/2) of the expenses of the Arbitration Board for clerical assistance, supplies, and rent of a place to meet.

13.06 The time limits set forth in this Article may be varied, in writing, by mutual consent of the parties to this Agreement.

13.07 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of an aggrieved employee as a witness, and any other witnesses, and all reasonable arrangements may be made to permit the conferring parties or Arbitrator(s) to have access to view any working conditions which may be relevant to the settlement of the grievance.

13.08 An Arbitration Board may not alter, modify, or amend any provisions of this Agreement, but shall have the power to set aside a decision of the Employer, and to modify a disciplinary measure imposed by the Employer.

13.09 Notwithstanding Clause 13.01, where a grievance has been referred to arbitration in accordance with either Clause 12.01 or Clause 13.01, both parties may, by mutual consent, agree to have the grievance dealt with by a sole Arbitrator who is acceptable to both sides. In such a case, the provisions of this Article as they relate to an Arbitration Board or Chairperson of an Arbitration Board shall apply to the sole Arbitrator where the context so requires.

13.10 Expedited Arbitration

Subject to agreement of both parties, the following Expedited Arbitration Procedure shall be followed:

- (a) The single Arbitrator must be agreed to by both parties within seven (7) calendar days of the Committee's adjournment in Step III (Clause 12.01). The appointed Arbitrator must be willing to render a written decision within twenty (20) calendar days following presentation of written briefs and oral arguments of each party.
- (b) In any dispute of interpretation, application, administration, or alleged violation of the terms of the Agreement, the parties agree to submit a written brief and present oral arguments to a single Arbitrator within twenty (20) calendar days of the adjournment of the Committee in Step III (Clause 12.01) of the Grievance Procedure.
- (c) The single Arbitrator may, for the purpose of their clarification, request the appearance of witnesses for questioning at the time of the hearing or during the decision period when an additional meeting may be convened by the Arbitrator.

Both parties retain access to the complete arbitration process as described in Article 13 of the Collective Agreement where they do not wish to implement this expedited Arbitration Procedure.

Cost will be shared on a 50/50 basis.

- 13.11 Grievances on issues of layoff, bumping and recall will be handled through a bumping tribunal. The terms of reference and criteria which are contained in Schedule "P".
- 13.12 The parties may by mutual agreement only refer an outstanding grievance to be dealt with through alternate dispute resolution. The parties must also mutually agree to the terms and process of alternate dispute resolution.

ARTICLE 14
HOURS OF WORK

- 14.01 (a) Subject to Clause 14.01 (b), the regularly scheduled hours of work for employees shall be that designated for the position they occupy in accordance with one of the following:
- (i) thirty-five (35) hours per week and seven (7) hours per day, or
 - (ii) thirty-seven and one-half (37 ½) hours per week and seven and one-half (7 ½) hours per day, or
 - (iii) forty (40) hours per week and eight (8) hours per day.

Where the Employer finds it necessary to alter the regular work schedule of a permanent employee for reasons other than emergency, the Employer agrees to consult with the Union and the employee in advance of the change in an attempt to minimize any adverse effects to the employee. (This Clause does not apply to shift workers).

- (b) The regularly scheduled hours of work for employees of Region 7 employed in the classification Security Guard shall be forty-two (42) hours per week and twelve (12) hours per day, exclusive of meal breaks.
- (c) By mutual agreement between the Employer and employees, the Employer or the employee can initiate a flex time schedule. Changes to the flex time schedule shall be governed by Clause 14.01(a)
- 14.02 The present practice relating to rest periods shall continue. One (1) fifteen (15) minute period in the morning, and one (1) fifteen (15) minute period in the afternoon.
- 14.03 Hourly Differential
- (a) Effective date of signing, other than employees whose shifts begin and end between the hours of 0800 and 1700, employees shall be paid a shift differential of two dollars and thirty cents (\$2.30) per hour for each hour worked between 1600 and 0800 hours.

- (b) Weekend Premiums
Effective date of signing, a Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 hours Saturday and 2400 hours Sunday.
- (c) If an employee qualifies for both differentials under (a) and (b) above, they shall receive both.

14.04 There shall be no split shifts, i.e., there shall be no breaks in shifts other than the breaks specified in Clause 14.02 and authorized meal breaks.

14.05 The Employer agrees to schedule a minimum of two (2) consecutive days of rest per week.

14.06 An employee shall be given not less than forty-eight (48) hours notice of a change in shift schedules. Where such notice is not given and the employee is required to work on their scheduled day(s) of rest, they shall be paid two (2) times the straight time rate for all hours worked in addition to time off at a later date for the day(s) of rest displaced.

14.07 When an employee's regularly scheduled shift is changed to another shift in that day, they 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) their regular hourly rate for the shift worked.

14.08 Employees may exchange shifts with the approval of the Employer provided there is no increased cost to the Employer.

14.09 The Employer agrees to schedule at least sixteen (16) clear hours between shifts unless otherwise agreed between the employee and their Supervisor.

14.10 Work schedules shall be posted in such a way as to give employees at least two (2) weeks notice of the shifts they will be working.

ARTICLE 15 OVERTIME

- 15.01 (a) Full Time Employees
All time worked by a full time employee in excess of their regularly scheduled work day or work week shall be paid at time and one-half (1 1/2) the straight time rate.

(b) Part-Time Employees

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

(c) Overtime shall be calculated to the next nearest fifteen (15) minutes.

15.02 The President may at any time require an employee to work overtime. However, an employee may decline to work the overtime provided they have a valid and reasonable reason acceptable to the Employer and provided a qualified employee is readily available to perform the overtime.

15.03 An employee's regular hours shall not be changed to avoid the payment of overtime.

15.04 Overtime and callback will be distributed as evenly as possible among employees within the same classification and in the same Department and section.

15.05 The President may, upon request of the employee, grant time off in lieu of pay for any overtime worked. Such time off would be granted at the rate of time and one-half (1 1/2) for each overtime hour worked.

15.06 Subject to the operational requirements of the College, the President shall make every reasonable effort:

(i) to give employees who are required to work overtime adequate notice of this requirement;

(ii) to provide each employee with a fifteen (15) minute paid break for every three (3) hours of overtime worked.

ARTICLE 16
STANDBY

16.01 (a) (i) An employee required to perform standby duty shall be paid as follows for each eight (8) hour shift of standby:

<u>Effective Date</u>	<u>Rate</u>
Date of Signing	\$20.40 per shift

(ii) An employee required to perform standby duty shall be paid as follows for each twelve hour (12) hour shift of standby:

<u>Effective Date</u>	<u>Rate</u>
Date of Signing	\$30.60 per shift

- (b) (i) When standby is required on a statutory holiday, the rate of compensation shall be as follows for each eight (8) hour shift on standby:

<u>Effective Date</u>	<u>Rate</u>
Date of Signing	\$22.60 per shift

- (ii) When standby is required on a statutory holiday, the rate of compensation shall be as follows for each twelve hour (12) hour shift on standby:

<u>Effective Date</u>	<u>Rate</u>
Date of Signing	\$33.90 per shift

- (c) No compensation shall be granted for the total period of standby duty if the employee does not report for work when required.
- (d) All standby duty shall be authorized and scheduled by the Employer, and where possible, shall be assigned on a rotation basis among qualified employees in the Department affected.

ARTICLE 17 **CALLBACK**

- 17.01 An employee who is called back to work after they have left their place of work shall be paid for a minimum of three (3) hours at overtime rates, provided that the period worked is not contiguous to their scheduled working hours. When the employee is called back to work and works for a period in excess of three (3) hours, the callback provisions do not apply and they shall be paid in accordance with Article 15 for time worked.
- 17.02 An employee who is called back to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the same three (3) hours minimum, receives the benefit of the three (3) hour minimum only once. However, should the total time on both calls exceed the three (3) hour minimum, the employee will be compensated for the actual time worked at the applicable overtime rate.
- 17.03 Where an employee has finished their scheduled working hours and remains on, or returns to, the College premises to participate in personal matters such as attending night courses and recreation and social activities, the employee will receive callback pay in the event they are called back to work.
- 17.04 When an employee is called back to work, they shall be paid for the cost of transportation, or mileage at the applicable rate, to a maximum of ten dollars (\$10.00). Employees shall not receive the payment when the transportation is provided by the Employer.

ARTICLE 18
TRAVEL AND TRANSPORTATION ALLOWANCE

All travel, travel time and method of travel requires the prior approval of the President.

*18.01 Effective the date of signing, for each day or part thereof, on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities, shall be as follows:

	Breakfast	Lunch	Dinner	Total
NL	\$9.60	\$16.80	\$26.04	\$52.44
Other Provinces	\$12.18	\$19.68	\$28.38	\$60.24
USA (USD\$)	\$12.18	\$19.68	\$28.38	\$60.24
Other	\$13.50	\$21.54	\$31.20	\$66.24

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

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

<u>Effective Date</u>	<u>Rate</u>
2000 04 01	31.5 cents/km*

*See Memorandum of Understanding re: Kilometre Rate Adjustment Formula (NAPE).

18.04 Employees may claim \$5.00 for every night on overnight travel status for incidental expenses (use of coin operated machines, laundry, etc.).

18.05 Employees may be reimbursed (with receipt) the cost of one 5 minute long distance phone call for each night on overnight travel status. The cost for this phone call may be submitted for payment either as part of a hotel bill or as part of the employee's personal phone bill.

18.06 (a) For the purpose of this Article, "travel time" means travel on the Employer's business authorized by the President, for an employee by land, sea or air between their headquarters area, as defined by the Collective Agreement, and a location outside their headquarters area and between locations outside their headquarters area, to perform duties assigned to them by the President and during which the employee is required to travel outside their normal scheduled work period.

(b) (i) When the method of travel is set by the President, compensation for "travel time" shall be paid for the length of time between the employee's departure from any location and their arrival at their place of lodging or work, whichever is applicable, at their authorized destination.

- (ii) An employee may, with the prior approval of their President, set their own travel arrangements. The compensation payable may not, however, in any case, be greater than if the travel arrangements had been set in accordance with Clause 18.06(b)(i).
- (c) Subject to Clause 18.06(b), an employee who is required by the President to engage in "travel time" shall be compensated at straight time rates for all "travel time" provided that the maximum amount claimable in any one day does not exceed a regular day's pay.
- (d) Travel time is to be compensated as follows:
 - i) For travel by air, sea, rail and other forms of public transportation, the time between the scheduled time of departure and the scheduled time of arrival at a destination plus one-half (1/2) hour.
 - ii) For travel by personal or government vehicle, the time required to proceed from the employee's place of residence or work place as applicable, directly to destination, and upon their return directly back to their residence or work place.

For the purpose of this sub-clause, travel time compensation will be based on one (1) hour for each seventy-two (72) km to be travelled.

- (e) Notwithstanding any provisions in this Clause 18.06, compensation will not be paid for travel in connection with transfers, and the following employee initiated activities: educational courses, training sessions, conferences, seminars, or employment interviews.
 - (f) For the purpose of this Article, "headquarters area" means an area within a radius of twenty (20) kilometers from an employee's headquarters.
- 18.07 (a) The Employer has the right to designate positions which require incumbents to have, as a condition of employment, an automobile available for use on College business. Effective December 16, 1986, where employees in these designated positions are not given notice of this condition of employment prior to appointment to the position, the employee shall have the option not to make an automobile available.

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

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

<u>Effective Date Per Kilometer (km)</u>		<u>Annual Limit</u> (Calendar Year)
2004 05 04	45.4 cents	first 9,000 km
2004 05 04	31.5 cents	in excess of 9,000 km

Note: Employees who receive the above rates are not entitled to the rates set out in Clause 18.03

- (b) On receipt of invoice, reimbursement for the difference between private and business insurance, to a maximum of \$400 per year.
- (c) Re-imbusement of parking meter expenses incurred while on the business of the Employer, at the following rates:

<u>Effective Date</u>	<u>Rate</u>
April 30, 1999	\$10.00 per week

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

<u>Effective Date</u>	<u>Rate Per Night</u>
April 1, 2000	\$25.00

ARTICLE 19 **HOLIDAYS**

- *19.01 Employees shall receive one (1) day's paid leave for each of the fourteen (14) holidays as follows:
- (a) New Year's Day
 - (b) St. Patrick's Day
 - (c) Good Friday
 - (d) St. George's Day
 - (e) Victoria Day
 - (f) Discovery Day
 - (g) Canada Day
 - (h) Orangeman's Day
 - (i) Labour Day
 - (j) Thanksgiving Day
 - (k) Armistice Day
 - (l) Christmas Day
 - (m) Boxing Day
 - (n) Regatta/Civic Day
 - *(o) Should any new statutory holiday be proclaimed by the Provincial authorities, it shall be added to the above list and granted to employees within the scope of this Agreement.

- 19.02 (a) Compensation for Scheduled Work on a Holiday
Employees who are scheduled to work on a designated holiday shall be paid at the rate of time and one-half (1 1/2) and subject to Sub-section (b) will be granted another day off within two (2) months at a date to be mutually agreed between the employee and the Employer.
- (b) If an employee wishes, any time off to be granted in accordance with subsection (a) may be added to their scheduled vacation period.

19.03 Work Performed on a Holiday Falling on Scheduled Day Off

Employees who are required to work on a designated holiday, and the holiday falls on their day off, shall receive two (2) hours pay for each hour worked on the holiday. In addition, time off at the rate of one (1) hour for each hour worked will be granted within two (2) months of the designated holiday, at a time to be mutually agreed between the employee and the Employer.

- 19.04 When a designated holiday falls on an employee's scheduled day off, the employee shall receive another day off with pay to be granted within two (2) months, at a date to be mutually agreed between the employee and the Employer.

19.05 Compensation for Holidays Falling on Saturday

For the purpose of this Agreement, when any of the aforementioned holidays falls on a Saturday, and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for the calculation of benefits under Article 19, Holidays. All other employees shall observe the following Monday as the holiday.

19.06 Compensation for Holidays Falling on Sunday

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 calculation of benefits under Article 19, Holidays. All other employees shall observe the following Monday (or Tuesday, where the preceding Clause already applied to Monday) as a holiday.

- 19.07 Where compensatory time off cannot be granted within two (2) months as per Clauses 19.02, 19.03, 19.04 and 19.05, the employee shall receive pay in lieu, unless there has been mutual agreement to receive the time off at a later date.

- 19.08 Employees who are not scheduled to work on a holiday and are called in to work shall receive the greater of callback pay or pay at the rate of time and one-half (1 1/2) for each hour worked. They will be granted time off for each holiday hour worked within two (2) months of the designated holiday, at a time to be mutually agreed between the employee and the Employer.

*19.09 Statutory Holiday Replacement

An employee may designate replacement statutory holiday(s) per the conditions outlined in Letter of Understanding re: Statutory Holiday Replacement.

ARTICLE 20
TIME OFF FOR UNION BUSINESS

- 20.01 With the approval of the President, leave with pay shall be awarded to employees who are members of Negotiating Committees while they are attending negotiating sessions, on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit. The Union shall notify the President of the employees affected prior to the commencement of negotiations and employees shall, in all instances, give prior notice of absences from work to their immediate Supervisors, and such notice shall be given as far in advance as possible. Upon written request by the Union to the President, and with the approval in writing of the President, leave with pay shall be awarded to an employee as follows:
- (a) In the case of an employee who is a member of the Provincial Board of Directors of the Union or an elected delegate of a recognized unit of the Union and who is required to attend the Biennial Convention of the Union, the Newfoundland and Labrador Federation of Labour and Component Conventions within the Province, leave with pay not exceeding three (3) days in any year for each of the above Conventions, except that where a Component Convention and the Biennial Convention are held in the same year, leave with pay not exceeding two (2) days may be awarded for the purpose of attending the Component Convention.
 - (b) In the case of an employee who is a member of the Provincial Board of Directors of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.
 - (c) In the case of an employee who is a member of the Provincial Executive of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.
 - (d) In the case of an employee who is a member of the Provincial Board of Directors of the Union or a delegated representative and who may wish to attend meetings of the Canadian Labour Congress or National Union of Provincial Government Employees, leave with pay not exceeding five (5) days in any one (1) year. The Permanent Head may grant additional leave without pay for this purpose.
 - (e) Upon written request to the President at least ten (10) days in advance of the day upon which the leave is to be taken, special leave with pay not exceeding one (1) day per year shall be awarded to each Shop Steward for the purpose of attending labour educational seminars.

- 20.03 The Employer may grant, on written request, leave of absence without pay for a period of one (1) year, for an employee selected for a full time position with the Union, without loss of accrued benefits. The period of leave of absence may be renewed upon request. Employees may not accrue any benefits, other than seniority, during such period of absence.
- 20.04 The Employer shall grant, upon written request, a leave of absence without pay to an employee who has been elected to a full time position with the Union or the affiliate. The leave of absence shall be for the full term of the elected position. Employees may not accrue benefits, other than seniority, during such period of absence.

ARTICLE 21
BEREAVEMENT LEAVE

*21.01 Paid Bereavement Leave

Subject to Clause 21.02, an employee shall be entitled to bereavement leave with pay as follows:

- * (a) In the case of the death of an employee's parents, siblings, child(ren), spouse, legal guardian, common-law spouse, children of common-law spouse, grandparents, grandchild, children-in-law, parents-in-law, or near relative living in the same household, three (3) consecutive days; and
- * (b) In the case of their siblings-in-law, one (1) day.
- 21.02 (a) If the death of a relative referred to in Clause 21.01 (a) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) consecutive days for the purpose of attending the funeral.
- (b) If the death of a relative referred to in Clause 21.02 (a) occurs inside the Province, and the employee resides in Labrador, such employee may be granted leave with pay not exceeding four (4) consecutive days for the purpose of attending the funeral.
- 21.03 In cases where extraordinary circumstances prevail, the President, at their discretion, may grant special leave with pay for bereavement up to a maximum of two (2) consecutive days in addition to that provided in Clauses 21.01 (a) and (b).
- 21.04 If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.

ARTICLE 22
VACATION

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

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

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

- (i) No annual leave may be taken by an employee until they have not less than sixty (60) days of service prior to taking leave.
- (ii) When an employee has had not less than sixty (60) days of service, they may anticipate annual leave to the end of the period of their authorized employment or to the end of the year concerned, whichever is the shorter period.
- (iii) When an employee becomes eligible for a greater amount of annual leave, they may be allowed in the year in which the change occurs a portion of the additional leave for which they have become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days.
- (iv) For the purpose of calculation of length of annual vacation with pay, it is agreed that an employee's service will be that service performed in the twelve (12) month fiscal period, i.e., April 1st to March 31st.
- (v) An employee who, on resignation, has a negative balance of vacation leave will have the value of this vacation deducted from their final pay cheque.

22.02 If a paid holiday falls or is observed during an employee's vacation period, they shall have the day added to their vacation or they may request to be allowed to take the day with pay at a time to be mutually agreed upon.

22.03 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, they shall receive the benefit of such increase from the effective date.

22.04 Vacation Pay on Termination or Retirement

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to an equivalent payment of salary or wages in lieu of such vacation at termination provided that the employee gives proper notice of termination. In the event that proper notification of termination is not given, payment will be made at the earliest possible date, but in any event, no later than the second pay day following the date of termination.

22.05 Employees within each Department or Division on each Campus, in consultation with their Supervisor, may determine their own method for selecting vacation dates. In the event that a majority agreement cannot be reached among the employees, departmental or division seniority shall prevail for the selection of vacation dates.

- 22.06 (a) Vacation schedules shall be posted by May 1st of each year.
- (b) Vacation shall commence immediately following an employee's regularly scheduled days off.
- (c) Subject to operational requirements, the President shall grant the employee their vacation at the time requested by them under Clause 22.05.

22.07 Carry Forward of Vacation

An employee may carry forward to another year, any unused portion of vacation credits up to a maximum of twenty (20) days. In the case of employees who are entitled to accumulate greater than twenty (20) days in a year under Clause 22.01(a), they may carry forward a maximum equal to the number of days they earn in a year.

- 22.08 (a) An employee who becomes ill while on annual leave may change the status of their leave to sick leave effective the date of notification to the Employer, provided that the employee submits a certificate acceptable to the President:
- (i) by the date the employee's approved annual leave period expires; or
 - (ii) where the period of illness is to extend beyond the expiration of the approved annual leave period, at such times as the President may require.
- (b) In the case of an employee who is admitted to hospital while on annual leave, they may change the status of their leave to sick leave with effect from the date they were admitted to hospital.
- (c) The period of vacation so displaced in Clause 22.08 (a) and (b) shall be re-instated for use at a later date to be mutually agreed.

- 22.09 For the purpose of this Article, an employee who is paid full salary or wages in respect of fifty percent (50%) or more of the days in the first or last calendar month of their service shall, in each case, be deemed to have had a month of service.
- 22.10 Except as otherwise stipulated in this Agreement, employees shall be eligible to accumulate vacation credits while on any period of approved paid leave.
- 22.11 Subject to Clauses 21.01 and 22.08, an employee who has entered upon annual leave may not change the status of their leave to any other type of leave until they have used up all their current annual leave (exclusive of leave carried forward from previous years).
- 22.12 Sick leave awarded immediately prior to retirement in accordance with Clause 23.09 shall not be reckoned for annual leave purposes and the employee's period of service shall be noted accordingly.
- 22.13 An employee who is authorized by the President to proceed on annual leave for a period of not less than two (2) consecutive weeks shall, upon written request, be issued an advance payment, once per year, of the regular pay cheque(s) they would normally receive during such period of leave. The written request for this advance payment must be received by the President at least two (2) weeks prior to the last pay day before the employee's annual leave period commences.
- 22.14 (a) Military service shall be recognized for annual leave purposes in accordance with the *War Service Pensions Act* and service as a Teacher recognized as pensionable service in accordance with the *Public Service Pensions Act* shall be recognized for annual leave purposes.
- (b) All documented prior service with a Provincial Government Department, a Provincial Government Agency, Memorial University of Newfoundland, Community Colleges, or a Provincial Hospital Board shall be recognized for annual leave purposes.
- 22.15 Subject to Clause 22.07, employees who are laid off may leave current, accumulated and accrued leave with the Employer to be taken during a later period of employment.
- 22.16 Temporary and sessional employees, upon employment shall be given an option with respect to annual leave as follows:
- (a) Subject to Clause 22.07, to carry over any unused annual leave which they may have to their credit at the end of their employment period;
- (b) to receive payment for annual leave on a regular basis throughout their employment period; or
- (c) to receive payment for annual leave at the end of the employee's employment term.

The choice provided in accordance with Clause 22.16, must be made immediately upon employment. It shall be the Employer's responsibility to acquire the employee's choice in writing upon re-hire.

ARTICLE 23
SICK LEAVE

23.01 Sick Leave Defined

Sick leave means a period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined, or because of an accident for which compensation is not payable under the *Workplace Health, Safety and Compensation Act*, RSNL 1990 Chapter W-11.

23.02 Annual Paid Sick Leave

- a. (i) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service.
- (ii) Notwithstanding Clause 23.02(a)(i), an employee hired after May 4, 2004 is eligible to accumulate sick leave at the rate of one (1) day for each month of service.
- b. (i) The maximum number of days of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed four hundred and eighty (480) days.
- (ii) Notwithstanding Clause 23.02(b)(i), the maximum number of days of sick leave which may be awarded to an employee hired after May 4, 2004 during any consecutive twenty (20) year period of service shall not exceed two hundred and forty (240) days.

23.03 Deductions from Sick Leave

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

- 23.04 The President may require an employee to submit a medical certificate during any period that an employee is on sick leave. In any event, sick leave in excess of three (3) consecutive working days at any time or six (6) working days in the aggregate in any year shall not be awarded to an employee unless they have submitted in respect thereof a medical certificate satisfactory to the President.

*23.05 Sick Leave – Proof of Illness

There may be cases where an employee has an ongoing medical condition where they foresee a use of sick days beyond the number of days allowed before a medical certificate is required. In an effort to minimize the number of medical certificates required, employees with an ongoing medical condition are permitted to submit a medical certificate at the beginning of each calendar year outlining that they have an ongoing medical condition to the Employer. If the employer is satisfied with the medical certificate, then the employee does not have to provide a medical certificate for each subsequent day of illness for the remainder of the calendar year.

23.06 An employee who is laid off will retain their accumulated sick leave credits provided that the period of layoff is not in excess of that prescribed in Clause 36.02 (c), Seniority.

23.07 (a) When an employee has reached the maximum of sick leave which may be awarded them in accordance with this Article, they shall, if they are still unfit to return to duty, proceed on annual leave (including current and accumulated leave) if they are eligible to receive such leave, or special leave without pay, at their option.

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

(c) An employee may anticipate sick leave to the end of the period of their authorized employment or to the end of the year concerned, whichever is the shorter period.

(d) Where an employee is granted sick leave in excess of that which they have accumulated in accordance with clause 23.02 (a) by virtue of having anticipated leave in accordance with clause 23.07 (c) above, and the employee resigns or is terminated, the Employer reserves the right to recover an amount equivalent to the excess leave granted.

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

23.09 Where it appears unlikely that an employee will be able to return to duty because of sickness, the President may seek an opinion from a medical doctor. If it still appears that the employee will not be able to return to work, then the employee may be retired effective when their accumulated sick leave expired, or at retirement age, and paid such pension award and other benefits to which they may be entitled.

23.10 Sick leave shall not be granted to an employee who is on any type of leave without pay or while on suspension. However, the Employer may change the leave status should they consider that circumstances may warrant such a change.

- 23.11 Where an employee has a break in service in excess of forty-five (45) consecutive calendar days not caused by layoff, their service for the purpose of this Article shall be deemed to commence from the date of re-employment.
- 23.12 For the purpose of this Article, the employee shall have the option of being attended by a physician of their choice. However, the Employer reserves the right to obtain another medical opinion.

ARTICLE 24
MATERNITY/ADOPTION/PARENTAL LEAVE

Maternity/adoption/parental leave shall be defined as a period where an employee can demonstrate they were on leave related to the birth of a child or the adoption of a child.

- *24.01 (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
- (b) An employee is entitled to a maximum of seventy-eight (78) weeks leave under this Clause. However, the Employer may grant special leave without pay when the employee is unable to return to duty after the expiration of this leave.
- 24.02 (a) An employee may return to duty after giving their Permanent Head two (2) weeks notice of their intention to do so.
- (b) The employee shall resume their former position and salary upon return from leave, with no loss of accrued benefits.
- *24.03 *(a) Periods of leave up to seventy-eight (78) weeks shall count for annual leave, sick leave, and step progression. Employees who avail of seventy-eight (78) weeks of unpaid parental leave will be entitled to service for annual leave entitlement, annual leave accrual, sick leave accrual and step progression for a total of seventy-eight (78) weeks. The Employer will also pay 50% of the group insurance premiums for seventy-eight (78) weeks for those employees who opt to remain in the group insurance plan.
- (b) Periods of leave up to seventy-eight (78) weeks shall count for seniority purposes.
- (c) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of seventy-eight (78) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.

- 24.04 An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- 24.05 The Employer will endeavor to provide child care services for its employees wherever possible.
- 24.06 While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through their Human Resource Division.
- *24.07 An employee returning from maternity leave may be exempt from standby and callback until the child is two (2) years old provided that other qualified employees in their work area are available.
- 24.08 Female employees occupying bargaining unit positions as of April 1, 1994, shall count all periods of maternity leave and adoption leave for seniority purposes, regardless of the year in which such leave occurred, provided such employee(s) did not lose seniority for reasons other than maternity/adoption/parental leave as outlined in Article 36.

ARTICLE 25
CHILD CARE

- 25.01 The Employer will endeavour to provide child care services for its employees wherever possible.

ARTICLE 26
STAFF DEVELOPMENT AND TRAINING
EDUCATION LEAVE

- 26.01 With the prior approval of the Employer, an employee may be awarded education leave as follows:
- (a) Education leave may be awarded to an employee to enable them to participate in courses of training for the purpose of upgrading their qualifications when related to their job, under such terms as the Employer may prescribe. The employee shall be awarded leave with full pay for the period of time spent on such leave.
 - (b) Education leave may be awarded to an employee to enable them to participate in courses of training other than those referred to in Clause 26.01 (a) above. Such leave would be awarded under such terms and conditions as the Employer may see fit to prescribe.
 - (c) With the approval of the President, leave with pay may be awarded to an employee for the period of time required to write exams for educational courses approved by the Employer.

- 26.02 Subject to operational requirements and availability of qualified replacement staff, an employee shall be granted unpaid educational leave of the amount requested not exceeding two (2) years, and subject to Article 39, their position in the same Campus shall be guaranteed upon their return provided that they give notification to the Employer, in writing, of their intention at least six (6) months prior to the date when the leave is to commence and further provided that an acceptable substitute arrangement can be made.
- 26.03 Employees while on educational leave shall continue to accumulate seniority including periods of educational leave prior to signing of this Agreement.
- 26.04 Remuneration for Professional Upgrading
- An employee who successfully completes a course directly related to their present position may be reimbursed for the cost of the course in accordance with College policy.
- 26.05 On-the-Job Training
- (a) Upon the request of an employee, and subject to the approval of the Employer, an employee may be placed in another classification for the purpose of on-the-job training. Such request shall not be unreasonably withheld.
- (b) The conditions of such on-the-job training, including remuneration, duration of training, and status of original position, shall be established by mutual agreement between the employee, in consultation with the Union, and the Employer.
- 26.06 Subject to operational requirements, an employee who has completed the probationary period and wishes to take one course per semester as offered by the Employer may be permitted to do so without payment of the course fee.

ARTICLE 27
FAMILY RESPONSIBILITY LEAVE

- 27.01 (a) Subject to Clause 27.01 (b) and (c), an employee who is required to:
- (i) attend to the temporary care of a sick family member living in the same household and the employee's mother and father;
 - (ii) attend to the needs relating to the birth of an employee's child;
 - (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
 - (iv) attend meetings with school authorities;
 - (v) attend to the needs relating to the adoption of a child;
 - (vi) attend to the needs related to home or family emergencies; or
 - (vii) Attend to the temporary care of the employee's sick mother, father or dependent child, not necessarily living in the same household;
- may, subject to the approval of the President, be awarded up to three (3) days paid family leave in a year.

- (b) In order to qualify for family leave, the employee shall:
 - (i) provide as much notice to the Employer as reasonably possible;
 - (ii) provide to the Employer valid reasons why such leave is required; and
 - (iii) where appropriate and in particular with respect to (iii), (iv) and (v) of 27.01 (a), have endeavoured to a reasonable extent to schedule such events during off duty hours.

- (c) Employees shall not be entitled to change any other leave to family leave but shall be entitled to change family leave to bereavement leave or sick leave.

***27.02 Family Violence Leave**

An employee shall be granted leave with pay, not exceeding three (3) days in the aggregate in a calendar year, where the employee or a person to whom the employee is a parent or caregiver has been directly or indirectly subjected to, a victim of, impacted or seriously affected by family violence or witnessed family violence by:

- (i) a person who is or has been a family member;
- (ii) a person who is or has been in an intimate relationship or who is living or has lived with the employee;
- (iii) a person who is the parent of a child with the employee; or
- (iv) a person who is or has been a caregiver to the employee.

Confidentiality

All personal information concerning domestic violence will be kept confidential in compliance with relevant Legislation.

An employee who wishes to take a leave of absence under this Clause may be required to provide the employer with reasonable verification of the necessity of the leave.

ARTICLE 28
SPECIAL LEAVE

28.01 Members of a Safety Committee established under the Occupational Health and Safety Act and Regulations may be granted leave in accordance with Clause 26.01 (b) (Education Leave) for the purpose of attending safety training courses or seminars relating to occupational health and safety.

- 28.02 (a) Where an employee is required by the Employer to participate in courses of training, the employee shall suffer no loss in pay or benefits during the time the employee is attending such courses.

- (b) When the Employer requires an employee to attend training sessions on the employee's regularly scheduled day off, the employee shall be paid at overtime rates for the day so displaced. Where less than the full day is displaced, the employee shall receive the appropriate proportionate part of the day's pay.

28.03 In the event of a temporary transfer of an employee's spouse which causes the employee's movement from the Employer, the Board may grant special leave without pay to the employee upon request. The terms and conditions of such leave, including the duration and protection of position and benefits, shall be at the discretion of and determined by the Board.

28.04 An employee getting married may be granted up to two (2) days leave with pay and the paid leave shall be deducted from the annual leave entitlement of the employee, or, at the employee's discretion, the leave may be granted without pay.

28.05 Compassionate Leave

Subject to the approval of the President, special leave with pay not exceeding three (3) days may be granted in special circumstances for reasons other than those referred to in Article 21.

28.06 Special Leave Without Pay

(a) With the approval of the President, special leave without pay may be granted in exceptional circumstances to an employee.

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

28.07 Extended Unpaid Leave

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

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

*28.09 Employees will be granted leave up to a maximum of two (2) days per calendar year in order to participate in organized cultural or community events, organized sports, military training, or personal convocation/graduation ceremonies, that are scheduled during the work week and require the absence of the employee from their place of work, provided that the following conditions are met:

- a) Employees must be able to demonstrate that they are participating in the capacity of organizer, coach, or other leadership position related to the event. Participation in organized sports is limited to events that are organized by an official association or organization at a provincial, regional, national or international level.
- b) Notice of such leave should given to the President as far in advance as possible, but the period of notice will not be less than thirty (30) calendar days, except where the President agrees to reduce this period.
- c) No additional cost shall be incurred by the Employer as a result of the granting of such leave.

ARTICLE 29 **INJURY ON DUTY**

- 29.01 (a) All employees shall be covered by the *Workplace Health, Safety and Compensation Act*, RSNL 1990 Chapter W-11.
- (b) An employee who is unable to perform the employee's duties because of a personal injury received in the performance of the employee's duties shall report the matter to the employee's Supervisor and submit an account of the accident using the prescribed form as soon as possible. An employee's claim will not be delayed where the prescribed form is not immediately provided to the employee through the Supervisor.
- (c) An employee who is unable to perform the employee's duties because of a personal injury received in the performance of the employee's duties shall be immediately placed on Injury on Duty Leave and receive compensation in accordance with the provisions of *Workplace Health, Safety and Compensation Act*, RSNL 1990 Chapter W-11. If the claim is subsequently denied by the Workers' Compensation Commission, the employee may access other available benefits including sick leave and annual leave.
- 29.02 (a) In the event that the employee dies as a result of an injury received in the performance of the employee's duties, the employee's estate shall receive all death benefits owing to the employee in accordance with the provisions of the *Workplace Health, Safety and Compensation Act*, RSNL 1990 Chapter W-11, in addition to any benefits the employee would be eligible for under the *Public Service Pensions Act*.

- (b) In the event that an employee becomes permanently disabled or incurs a recurring disability as a result of an injury received during the performance of the employee's duties the employee will receive benefits in accordance with the provisions of the *Workplace Health, Safety and Compensation Act*, RSNL 1990 Chapter W-11.
- 29.03 (a) An employee confirmed as being unable to perform the regular duties of their classification as a result of injury on duty will be employed in other work they can do provided a suitable vacancy is available and provided that the employee is qualified and able to perform the duties required. Where a suitable vacancy is available the rate for the new position shall apply.
- (b) Where a suitable vacancy is not available, the incapacitated employee retains the right to displace a less senior employee in another classification who occupies a position which the incapacitated employee is qualified and able to fill. Where an incapacitated employee advises the permanent head in writing of their intention to exercise their right to displace a less senior employee, the incapacitated employee will be deemed to have been given notice of layoff effective from the date they were confirmed as being unable to perform the regular duties of their classification. Accordingly, the right to displace a less senior employee in another classification shall be exercised as per the provisions of Article 39, Layoff, Bumping and Recall.
- 29.04 In the event that an employee is placed on leave under the provisions of this Article, they will not accrue seniority during any period when they would normally be laid off.
- 29.05 The Employer determines whether its employees will be covered directly by the Workers' Compensation Commission or indirectly through a "self-insured" arrangement. Benefits under either arrangement are to be in accordance with the provisions of the *Workplace Health, Safety and Compensation Act*, RSNL 1990 Chapter W-11.
- 29.06 It is agreed and understood 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*, SNL 2010.

ARTICLE 30
PAYMENT OF WAGES AND ALLOWANCES

- 30.01 (a) Employees shall receive their salary bi-weekly. Overtime pay will be included in the regular pay for the pay period next succeeding the pay period during which the overtime was earned.

- (b) On each pay day, each employee shall be provided with an itemized statement containing the following information:
 - (a) gross pay
 - (b) overtime
 - (c) shift premium
 - (d) special allowances
 - (e) miscellaneous deductions
 - (f) net pay

30.02 An employee who commences work later than 3:00 p.m. on the regular pay day will receive their salary on the day prior to pay day.

30.03 All new or recalled employees shall be placed on direct deposit, and all remittances shall be forwarded on the same date as direct deposit.

ARTICLE 31 SALARIES

31.01 The negotiated salaries/wages will be set out in Schedule "B" and will be effective from the date(s) prescribed in that Schedule B. Effective 2001 04 01, all new employees shall be paid by direct deposit where such banking arrangements are available.

31.02 Promotion to Higher Pay Range

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

31.03 Voluntary Demotion

The rate of pay of an employee voluntarily demoted shall be established at a point on the new pay range which does not exceed their existing rate. If their existing rate falls between two (2) steps on the new pay range, it shall be adjusted to the lower step and if their existing rate exceeds the maximum for the new pay range, it shall be reduced to the maximum for the pay range.

31.04 Involuntary Demotion

The rate of pay of an employee involuntarily demoted for other than disciplinary reasons or for other than incompetence or unsuitability shall be established at a point on the new scale, which is equivalent to their existing rate. If their existing rate falls between two (2) steps, it shall be adjusted to the higher rate. If their existing rate is above the maximum for the new pay range the existing rate shall be red-circled.

ARTICLE 32
TEMPORARY ASSIGNMENT

- 32.01 Temporary assignment means the assignment of an employee by the President to a classification outside their regular classification on an interim basis:
- (a) during the absence of the regular employee for any reason;
 - (b) where a position becomes vacant or a new position is created before a regular employee has been named.
- 32.02 With respect to vacancies of the type referred to in Clause 32.01 (b) above, after the Employer has determined that the position will be filled, then the vacancy shall be posted within one (1) month, and every reasonable effort will be made to fill these positions within one (1) month after the posting of the position.
- 32.03 (a) On temporary assignment to a higher classification, an employee shall be reimbursed in accordance with Clause 31.02, Promotion Procedure, for the full period of the temporary assignment, provided the employee has occupied the position for one (1) or more consecutive days.
- (b) An employee on temporary assignment to a lower classification shall retain their regular rate of pay with appropriate salary adjustments which may have been awarded during the temporary assignment.
- 32.04 A temporary assignment shall cease when the regular employee in the position returns to duty or when a person has been appointed to the position in accordance with Clause 32.02 and the employee shall be returned to their former position and salary with appropriate adjustments made for any salary increases granted in the interim.
- 32.05 All temporary assignments shall be in writing to the employee, stating the nature of the Assignment
- 32.06 Employees shall have the right to refuse temporary assignment.

ARTICLE 33
DISCIPLINE

- 33.01 Notification of Suspension or Dismissal
- Any employee who is suspended or dismissed shall, within five (5) calendar days of such suspension or dismissal, be provided with written notification which shall state the reason(s) for the suspension or dismissal.
- 33.02 Subject to Clause 12.11 (b), all dismissals, suspensions and other disciplinary action shall be subject to formal Grievance Procedure as outlined in Article 12.

33.03 Adverse Report

Where the Employer notifies an employee in writing of any dissatisfaction concerning their work or otherwise which may affect the employee's standing with the Employer, such notification shall be given within five (5) working days of the event of the complaint or discovery of the complaint. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them at any time. If an investigation is required the time constraints referenced in the Article shall commence upon completion of the investigation.

33.04 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer or a representative of the Employer, the employees are entitled to have at their request a representative of the Union attend the meeting. The Employer shall notify the employee of this right prior to said meeting.

33.05 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 their place of employment, it shall be with pay.

ARTICLE 34
PERSONAL FILES

34.01 (a) There shall be one (1) official personal file, the location of which shall be designated by the President. An employee shall, at any reasonable time, be allowed to inspect their personal file and may be accompanied by a representative of the Union if they so desire.

(b) In exceptional circumstances where an employee is incarcerated, confined to bed or hospital, or removed by a distance where return would be impractical, the employee may give written permission for a representative of the Union to inspect their file for the purpose of investigating a grievance.

34.02 (a) Disciplinary Documents

A copy of any document placed in an employee's personal file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee who will acknowledge the document by signing the file copy.

(b) Removal of Disciplinary Documents

Any such document shall be disregarded and subsequently removed from the personal file of the employee and destroyed after the expiration of twenty-four (24)

months provided there has not been a recurrence of a similar incident during that period. The employee shall be responsible to see that any such document is removed.

- 34.03 Evaluation or assessment of employee performance will be signed by the employee after they have seen and read it before being placed on the employee's personal file. When, as a result of this assessment, the performance of an employee is judged to have been unsatisfactory, the employee may present a grievance in accordance with Article 12.

ARTICLE 35 **CLASSIFICATION**

35.01 **Notification of Change of Classification**

Employees shall be notified, in writing, of any change in their classification.

- 35.02 (a) When an employee feels that their position has been unfairly or incorrectly classified, the employee may submit a request for a review to the Classification, Organization and Management Division in accordance with the procedures outlined in Schedule "G"; or
- (b) Request for classification reviews may be first submitted to the Employer who shall, if the request is considered justified after discussion with the employee, submit the request to the Classification, Organization and Management Division within thirty (30) days of the receipt of such request. Where the Employer considers the request for review not to have merit, the employee may proceed as in (a) above.

35.03 Classification decisions arising out of an employee's request for review or appeal shall be retroactive to the date the request was first received by the Classification, Organization and Management Division of Treasury Board.

35.04 The rate of pay of an employee reclassified to a higher CN level shall be established at the nearest step of the new pay range which exceeds their existing rate by at least five percent (5%) but shall not exceed the maximum of the new pay range. The employee will maintain the same anniversary date for purposes of step progression.

ARTICLE 36 **SENIORITY**

36.01 Seniority means:

- (a) the length of service an employee has with the Employer in a bargaining unit position which is paid on the CG Pay Scale, or service in a non-supervisory position which is paid on a Management Pay Plan, and shall date from the last entry into employment with the Employer. Seniority shall also include the seniority an employee had accumulated in an MOS, GS or CI position with the Provincial

Colleges. New employees hired after July 1, 2004 into non-bargaining unit CG positions or non-supervisory non-management positions paid on the Management Pay Plan shall not have such service counted for seniority should they obtain a bargaining unit position.

- (b) Seniority for employees placed back into the Bargaining Unit:
An employee whose position is outside the Bargaining Unit and whose position is negotiated into the Bargaining Unit by the parties or whose position is included in the Bargaining Unit by the Labour Relations Board, shall be given seniority equivalent to the employee's length of service with the Employer (either inside or outside the Bargaining Unit) but excluding overtime as long as they remain in the same classification. Should the employee apply for another position within the Bargaining Unit, the seniority of that employee shall commence from the date that the employee was included in the Bargaining Unit. Should the employee be subjected to layoff, they would only have seniority from the date that they were included in the Bargaining Unit.
- (c) service during the first thirteen (13) months of a permanent appointment to a supervisory position on a Management Pay Plan.

36.02 Loss of Seniority

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

- (a) they resign or retire and are not re-employed within thirty (30) calendar days;
- (b) they are dismissed and not re-instated;
- (c) they have been laid off for a period in excess of two (2) years;
- (d) when recalled from layoff, they fail to report within fourteen (14) calendar days' notice to do so. Where an employee, because of sickness or other exceptional circumstances cannot report when required, they will not forfeit their recall rights. An employee recalled for casual work at a time when they are employed elsewhere, shall not lose their recall rights for refusal to return to work. Upon receipt of notice for recall, the employee must, within two (2) days, notify the Employer of their intentions; or
- (e) they are absent from work for five (5) consecutive days without notifying management giving a satisfactory reason for such absence, unless notice was not reasonably possible.
- (f) they are transferred, assigned, or awarded a temporary position outside the bargaining unit, and it exceeds twenty five (25) months in any thirty six (36) month period.

36.03 Probationary Employees

- (a) Newly hired employees shall be employed on a probationary basis for a period as defined in Clause 5.01 (s) and subject to Clause 12.11 (b), shall be entitled to all the rights and benefits of this Agreement. Probationary employees shall not accumulate seniority during their probationary period, but upon successful completion of the probationary period, seniority shall be effective from the original date of employment.
- (b) An employee will be kept advised of their progress during the probationary period.

36.04 (a) The Employer shall maintain seniority lists which indicate the date in which the employee's service commenced. Current seniority lists shall be provided twice per year to the Union and posted in all work locations in January of each year.

- (b) There shall be three (3) separate seniority lists:
 - (i) Campus
 - (ii) Region
 - (iii) Province

- (c) Seniority lists shall include the following information:

Name	Termination Date
Campus	Status
CN Level	FT/PT
Hire Date	Classification (descending order)
Seniority	

36.05 Assignments Outside the Bargaining Unit

Subject to Article 36.02 (f), where an employee is assigned to a temporary position which is outside the bargaining unit, they shall retain their seniority accumulated up to the date of assignment, but will not accumulate any further seniority while outside the unit.

36.06 (a) Where an employee is required by the Employer to relocate from one Campus to another which does not constitute a change in an employee's classification, seniority shall be the deciding factor.

- (b) Notwithstanding Clause 36.06 (a), the rotational practice currently in effect for maintenance and security staff shall be maintained.

36.07 Non-Bargaining/Non-Management Employees

Seniority for employees placed back into the Bargaining Unit:

An employee whose position is outside the Bargaining Unit and whose position is negotiated into the Bargaining Unit by the parties or whose position is included in the Bargaining Unit by the Labour Relations Board, shall be given seniority equivalent to the employee's length of service with the Employer (either inside or outside the Bargaining Unit) but excluding overtime as long as they remain in the same classification. Should the employee apply for another position within the Bargaining Unit, the seniority of that employee shall commence from the date that the employee was included in the Bargaining Unit. Should the employee be subjected to layoff, they would only have seniority from the date that they were included in the Bargaining Unit.

- 36.08 If the situation should develop whereby two (2) or more employees have the same seniority, the seniority shall be broken by a one time random draw (ie drawing names from a hat). A Union Representative, together with the individuals whose names are in the hat or their designate, are entitled to be present with management when the draw takes place.

ARTICLE 37 **JOB COMPETITIONS**

- 37.01 (a) When a vacancy or a 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 College for a period of not less than seven (7) working days. Copies of all postings are to be supplied concurrently to the Local Secretary of the Union.
- (b) Where, in the Employer's opinion, a temporary vacancy is expected to exist for a period in excess of thirteen (13) continuous weeks, then such vacancy shall be posted in accordance with Clause 37.01 (a).
- 37.02 Notice of bargaining unit job competitions shall contain the following information:
- (a) the classification title and where applicable and required, the organization title;
 - (b) description of position;
 - (c) Step 1 - Step 4 and CG level;
 - (d) required qualifications, knowledge, education and skills;
 - (e) location of the position;
 - (f) closing date;
 - (g) shift work where applicable;
 - (h) whether position is included in bargaining unit;
 - (i) this position is open to both male and female;
 - (j) all other special requirements, eg. Vehicle, license, etc.

Qualifications may not be established in an arbitrary or discriminatory manner.

- 37.03 Notice of Public Service job competitions, both internal and external, will be posted. Provided that job postings to the Public Service Commission website shall meet the requirements of this Clause.

37.04 An employee who is requested to attend an interview by the Public Service Commission shall, with the prior approval of the President, be awarded time off with pay as is required for the purpose of attending the interview.

37.05 Procedure for Filling Vacancies

- (a) All vacancies identified in accordance with Clause 37.01(a), will be posted within the public service prior to outside applicants being considered, except where in the opinion of the Public Service Commission, it is not in the public interest to comply with this provision.
- (b) Whereas the parties recognize:
 - (i) opportunity for promotion should increase with length of service;
 - (ii) the parties therefore agree that in evaluating candidates who have been recommended by either the Public Service Commission or a chair of a College selection committee for promotion, the President or their designate shall consider three (3) criteria: qualifications, ability and seniority;
 - (iii) where the recommended candidates are evaluated as being relatively equal in accordance with Clause 37.05(b)(ii), the senior recommended candidate shall be selected for appointment.

For the purpose of this clause promotion shall include the movement of employees from one status, (permanent, sessional, or temporary) to another. Employees who remain on the same salary scale after promotion shall have no adjustment to salary.

(c) Trial Period

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

- 37.06 (a) A permanent employee who applies for and is accepted for a temporary position which is a promotion, after nine (9) months in the position, shall either:
- (i) forfeit all rights to their permanent position, with the exception of bumping rights to such position, and bump at the higher CG level upon completion of the temporary work;
 - or
 - (ii) revert to their former position at the completion of the temporary work.
- (b) An employee who forfeits their rights to the permanent position shall maintain permanent status. Selection to the temporary position will be in accordance with the promotion and transfer clauses of this article. Where the temporary position has been awarded to replace another employee on leave, the employee on leave cannot be displaced.
- 37.07 Upon written request, an applicant in a job competition will be provided with the name of the successful applicant and the reason(s) as to why they were unsuccessful.
- 37.08 Notwithstanding the posting requirements of this Article, and where the parties mutually agree, lateral transfers or voluntary demotions may be granted without posting for the following reasons:
- (a) On compassionate or medical grounds, to permanent employees who have completed their probationary period.
 - (b) Subject to 29.03 (a) and (b), to all permanent employees who have become incapacitated by injury on duty or work related illness.
- 37.09 Notwithstanding the provisions of Clause 36.02 where an employee chooses to resign their position because of the transfer of a spouse by the spouse's employer, such employee shall maintain their seniority accrued up to the date of resignation for the purpose of layoff and recall only upon obtaining re-employment within the bargaining unit within a period of twenty-four (24) months following the employees resignation.

ARTICLE 38
TERMINATION OF EMPLOYMENT - LAYOFF

Notice to be Given Employees

38.01 Permanent and Probationary Employees

Except in the case of dismissal for just cause, thirty (30) calendar days notice in writing shall be given to permanent and probationary employees whose services are to be terminated. If such notice is not given, the employees shall be paid for the number of days by which the period of notice was reduced.

38.02 Part-Time and Temporary Employees

Except in the case of dismissal for just cause, fourteen (14) calendar days notice in writing will be given to temporary and part-time employees whose services are to be terminated, provided that such employees are not hired for a specified time period. This notice period will also apply during their probationary period. If such notice is not given, the employees shall be paid for the number of days by which the period of notice was reduced.

Notice to be Given Employer

38.03 Permanent and Probationary Employees

Permanent and probationary employees shall give the President thirty (30) calendar days written notice of intention to terminate employment.

38.04 Temporary and Part-Time Employees

Temporary and part-time employees shall give the President ten (10) calendar days written notice of intention to terminate employment. This notice period will also apply during their probationary period.

38.05 The notice periods referred to in this Article may be reduced by mutual agreement between the employee and the Employer. Annual leave shall not be used as any part of the period of notice unless mutually agreed between the employee and the Employer.

38.06 An employee who has been out of the employment of the Employer for a period of not more than two (2) years and is re-employed in the same or lower classification shall be placed on the respective salary scale at the same step (i.e., Step 1, 2, 3, or 4) that they were on at the date of termination. If the person is re-employed in a higher classification, they will be placed at the step in the new scale which is nearest to their previous rate.

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

ARTICLE 39
LAYOFF AND RECALL

39.01 The layoff, recall, and bumping provisions outlined in this article shall be governed in all instances by the following provisions:

1. (a) Employees exercising their rights must be qualified and able to perform the duties of the position they intend to occupy.
- (b) All employees hired after July 1, 2004, will earn seniority if occupying a bargaining unit position, but will not be eligible for bumping or recall unless they have acquired their position in accordance with Article 37 of this Agreement.
2. Employees shall not be permitted to bump upwards or exercise recall rights to a higher classification than that from which they were laid off.
3. There shall be three (3) distinct employee groups: (1) permanent; (2) sessional; (3) temporary. Employees in each group shall be entitled to bump employees in another group in accordance with their total seniority and subject to the following:
 - (a) Layoff
 - (i) Where the Employer determines that a layoff is required within a Department, the employees in the Department in the classification being laid off who have the least seniority shall be the first employees laid off.
 - (ii) Where no Departments exist within a campus and the Employer determines that a layoff is required within a campus, the employees in the campus in the classification being laid off who have the least seniority shall be the first employees laid off.
 - (b) Recall Procedure
 - (i) Where the Employer determines that a recall is required, then employees shall be recalled in the following order:
 - the most senior employee in the affected classification on layoff from the Campus

 - the most senior employee in the affected classification on layoff from the Region
 - (ii) Notwithstanding Article 39.01 1. (b), an Employee loses their right of recall to the classification from which they were initially laid off if they are not recalled to the classification within twenty-four (24) months of the layoff.

Once an employee loses recall rights to a classification, that employee's recall rights shall start again, in descending pay range order, in another classification held by that employee within the most recent twenty-four (24) months.

Subject to 36.02 (c), recall rights to the other classification(s) under this process shall be for a further twenty-four (24) months from the expiry of the recall rights of the previous classification.

(c) Bumping Procedure

An employee who has been given notice of layoff shall accept the layoff or shall be entitled to bump as follows:

All Employees

- (i) the least senior employee in the affected classification within the Campus;
 - (ii) the least senior employee in the affected classification in the Region
- Or
- (iii) the least senior employee in another equivalent or lower classification in the Campus;
- Or
- (iv) the least senior employee in another equivalent or lower classification in the Region.

Note: (ii), (iii) and (iv) are intended to be viewed as non-sequential options.

Permanent and Sessional Employees

- (v) If after exhausting the options outlined above, a permanent or sessional employee has not been able to bump, then the employee shall be entitled to bump as follows:
 - 1. A less senior employee in the affected classification in the Province;
 - or,
 - 2. A less senior employee in an equivalent or lower classification in the Province.

- (d) An employee on layoff status in the Region who is not recalled when a recall occurs at a campus shall have the option to bump in accordance with the procedure outlined in Clause 39.01(c).

Sessional Employees

- (e) Notwithstanding 3 (c) above, a sessional employee shall not be permitted to bump, nor shall they have rights of recall, to positions other than their sessional position

when laid off as part of their regular sessional employment. Should a sessional employee not be recalled when the regular sessional recall occurs, that employee shall have the option to bump in accordance with (c) above for ten (10) days from the date of the regular sessional recall

39.02 The employee who is bumped in accordance with this Article shall be deemed to have been given notice of layoff with effect from the date that the employee who bumped them was given notice of layoff. However, no employee shall receive less than forty-eight (48) hours' notice.

39.03 An employee who changes their classification as a result of this Article shall be paid at the same step on the scale for their new classification as they were being paid in their previous classification.

An employee may change their Department and/or Campus and/or their classification as a result of their exercising their bumping rights. For the purpose of recall, the Employer will be required to recall the employee as if they did not exercise their bumping rights. For the purpose of layoff, the Employer will be required to issue notice of layoff to the employee in accordance with the Department and/or Campus in which they are currently employed.

39.04 An employee who chooses to bump another employee in accordance with this Article must exercise that right either before the date they would otherwise be laid off (excluding cases where payment in lieu of notice is given, in which case, the prescribed period will apply) or within ten (10) days of the occurrence of a recall.

39.05 No new employees shall be hired until those on layoff status, with recall rights, have been given an opportunity of recall, provided they can meet the required qualifications for the available job.

39.06 When an employee is recalled to work in the same classification, they will receive not less than that received prior to layoff, plus any salary adjustments to that classification made during the period of layoff.

39.07 An employee who has become incapacitated by injury, illness, or compensable occupational disablement, and is unable to perform their regular duties as a result, will be employed in another position in which they can perform, provided that a suitable position is available, and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority.

39.08 An employee who, through advancing years, is unable to perform their regular duties, will be employed in another position in which they can perform, provided that a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority.

ARTICLE 40
TECHNOLOGICAL CHANGE

40.01 Advance Notice

Before the introduction of any technological change or new method of operation which will affect the rights and benefits of an employee as provided for under this Collective Agreement, the Employer will notify the Union of the proposed change.

40.02 Consultation

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

40.03 Training Benefits

In the event that the Employer should introduce new methods or machines which require new or greater skills than those possessed by employees who are employed in the operation being changed, and where such employees would otherwise be laid off, then training shall be provided for employees affected who are able to complete the required training within a reasonable period of time determined by the Employer. Where leave is required, leave for such training shall be with pay, less any other allowances provided for such training by Government or other programs.

40.04 (a) Where an affected employee elects not to avail of training as provided for under Clause 40.03, the Employer agrees that, where possible, the effect on the employee will be minimized by transfer or re-assignment within the employ of the Employer.

(b) An employee transferred or re-assigned in accordance with (a) above will not suffer any reduction in their regular salary, unless such employee has refused, without giving reasons acceptable to the Employer, to avail of training provided in accordance with Clause 40.03.

40.05 No New Employees

No new employee(s) will be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation until the employee(s) already employed, and affected by the change have been notified and allowed an opportunity to retrain in accordance with Clause 40.03.

40.06 Notwithstanding any of the above, it is agreed that where an employee elects not to avail of training opportunities under Clause 40.03 or where it is not possible to transfer or re-assign the employee within the employ of the Employer because of the non-existence of available positions, the employee will be terminated, and notice will be served in accordance with Article 38, Termination of Employment - Layoff.

- 40.07 Where an employee is laid off by virtue of Clause 40.06 above, they shall retain the right to any vacancy arising within the bargaining unit for which they are qualified or reasonably trainable for a period of twelve (12) months from the date of layoff.
- 40.08 For the purpose of Clause 40.07, the term "reasonably trainable" shall be defined as "able to be trained on-the-job to perform the full scope of duties of a position within a three (3) month period".

ARTICLE 41
UNION REPRESENTATION

- 41.01 A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of one (1) hour during the first month of employment. This interview to acquaint new employees with the benefits and responsibilities of Union membership will take place on a group basis monthly and a Shop Steward or Union representative will provide the new employee with a copy of the Collective Agreement. Where possible, such interviewing will take place during the Orientation Program of new employees.
- 41.02 The Employer agrees that access to its premises may be allowed to persons permanently employed by the Union for the purpose of interviewing a Union member and such interview shall not interfere with the operations of the Employer.
- 41.03 Permission to hold meetings on the College premises shall, in each case, be obtained from the President, and such meetings shall not interfere with the operations of the College.
- 41.04 The Employer agrees to recognize the Shop Stewards when informed of their appointment. The number of Shop Stewards shall be mutually agreed upon by the Union and the Employer.
- 41.05 (a) Employees shall have the right at any time to have the assistance of a full time representative(s) of the Union on all matters relating to Employer/employee relations. Union representatives shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussion or investigation of grievance shall not absent themselves from work except with permission from their Supervisor and such permission will not be unreasonably withheld.
- (b) Employees shall have the right to have a Shop Steward present on all matters relating to Employer/employee relations.

ARTICLE 42
CONTRACTING OUT

- 42.01 Should the Employer contract out work, the Employer agrees to provide continued employment for any staff that would normally be laid off by the decision to contract out work, and the employee's salary at the time of contracting out shall be maintained for the duration of this Agreement. Where an employee is moved to a position classified higher than the employee's previous position, they will be placed on the salary scale for that position.
- 42.02 The Employer will give the Union two (2) months' notice of its intention to contract out work.

ARTICLE 43
STRIKES OR LOCKOUTS

- 43.01 The Employer agrees that there will be no lockouts during the term of this Agreement. The Union agrees there will be no strikes during the term of this Agreement.

ARTICLE 44
RELOCATION EXPENSES

- 44.01 Employees shall be eligible for relocation expenses in accordance with the Public Service Commission procedures, as applicable. In addition, permanent and sessional employees shall be eligible for relocation expenses in accordance with the Public Service Commission Procedures, as applicable, when exercising their bumping rights.

ARTICLE 45
PERSONAL LOSS

- 45.01 Subject to Clauses 45.02 and 45.03, where an employee in the performance of their duty suffers any personal loss and where such loss was not due to the employee's negligence, the Employer shall compensate the employee for the value of any loss suffered subject to a maximum of one thousand dollars (\$1,000.00).
- 45.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within two (2) days of the incident to the President or their designated representative.
- 45.03 This provision shall only apply in respect of personal effects which the employee would reasonably have in their possession during the normal performance of their duty.

ARTICLE 46
GROUP INSURANCE

- 46.01 The Group Insurance Plan presently in effect shall remain in effect for the term of this Agreement.

- 46.02 The Employer will pay fifty percent (50%) of the premiums of the Group Insurance Plan and the employee will pay fifty percent (50%).
- 46.03 Sessional employees on layoff and employees on approved unpaid leave shall have the right to continue coverage through direct payments of one hundred percent (100%) of the premiums of the Group Insurance Plan.
- 46.04 A summary of the general provisions and benefits of the Plan is appended to this Agreement as Schedule J.

ARTICLE 47
WORKING CONDITIONS

- 47.01 The Employer agrees to be guided by the Safety Regulations of the *Occupational Health and Safety Act*.
- 47.02 The present practice relating to accommodations for employees to have their meals and store and change their clothes will be maintained during the term of this Agreement.
- 47.03 The present practice relating to parking facilities for employees during working hours will be maintained during the term of this Agreement. The cost of parking will not increase during the life of this Agreement.
- *47.04 (a) Employees working on unsanitary or dangerous jobs shall be supplied with the necessary tools, safety equipment and protective clothing. Such safety items include: safety hats, safety hat liners, safety knee pads, safety vests, safety glasses, goggles and any other equipment necessary for the health and safety of the employee.
- (b) Maintenance and general workers will continue to receive the present allotment of work clothes and other wear items as listed in Schedule E.
- (c) Employees who are entitled to clothing in accordance with Schedule E shall be supplied with the items by May 15th of each year, with the exception that winter clothing will be supplied by October 15th of each year. Dates may change due to circumstances beyond the Employer's control.
- * (d) Employees who are required to wear safety boots (or safety shoes) in accordance with safety regulations will be provided with an allowance of up to two hundred dollars (\$200) for the purpose of purchasing such footwear. This allowance will be paid for each twelve (12) months of service. Seasonal employees shall receive the allowance for each twelve (12) months of service, or every third season, whichever is earlier.
- 47.05 The Employer agrees with the establishment of Labour Management-Committees in each Campus for the purpose of meeting and conferring on matters of mutual interest which are

not properly the subject matter of a grievance or arbitration. The terms of reference and operating procedures for these Committees will be those contained in Schedule “F” of this Agreement.

- 47.06 The Employer agrees to co-operate fully with any review of existing Video Display Terminals undertaken by the Occupational Health and Safety Division.
- 47.07 The mandate of Occupational, Health and Safety Committees shall be expanded to include environmental issues.
- 47.08 The parties agree that the Union may communicate with employees at their place of work via the Employer’s e-mail system and vice-versa, and employees may communicate with each other via the Employer’s e-mail system regarding Union matters. Such communications and usage of the Employer’s e-mail system are to be in accordance with the Employer’s policy on acceptable use of computing resources.

ARTICLE 48
GENERAL PROVISIONS

48.01 Jury or Court Witness Duty

No employee shall suffer any loss of pay or benefits while serving jury duty or while appearing as a witness in any Court action which does not involve the employee as a party to the action, for example, as a complainant, defendant, or co-respondent.

48.02 Political Activity

An employee who wishes to run as a candidate in a Provincial, Federal or First Nations election will be granted, upon request, leave without pay for up to four (4) consecutive weeks during the period immediately preceding the election date. An employee may also use their accrued vacation for the purposes of this article. Where the employee is unsuccessful in the election, they will be permitted to return to their former position without any loss of accumulated benefits.

48.03 Employee Assistance Program

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

- 48.04 (a) An employee of an Organization listed in Schedule “H” who terminates employment with that Organization to accept employment at the College of the North Atlantic shall transfer the following benefits:
- accumulated sick leave entitlement; and
 - years of service for the purpose of determining annual leave entitlement.

(b) Portability of Benefits

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

- (i) accumulated sick leave credits; and
- (ii) accumulated annual leave entitlements.

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

48.05 Bulletin Boards

The Employer shall provide suitable bulletin boards for the exclusive use of the Union, placed so that all employees will have access to them and upon which the Union shall have the right to post notices of Union business. Other notices shall be subject to approval of the Employer.

48.06 Part-time and Temporary Employees

- (a) Part-time employees shall accrue benefits under this Agreement on a pro-rata basis, according to their hours of work.
- (b) Temporary and sessional employees shall be entitled to the wages and benefits of this Agreement for the duration of their employment. Benefits shall be pro-rated and subject to Clause 22.16, employees will be allowed to carry forward these benefits from one period of employment to the next.
- (c) Notwithstanding 48.06 (b), a temporary or sessional employee cannot carry forward benefits where:
 - (i) the employee has been laid off in excess of twenty-four (24) consecutive months; or
 - (ii) the employee resigns and is not re-appointed within thirty (30) days.
 - (iii) the employee fails to report to work within fourteen (14) calendar days when recalled.

48.07 Adverse Weather Conditions

The following provisions shall apply to employees during adverse weather conditions or conditions necessitating a state of emergency or the closing of a Campus being declared by either the President or the relevant Municipal Council or Government Agency.

- (a) (i) All employees shall be deemed to be on duty during the period of closure, with the exception of those employees designated by the President as employees performing an essential service.
- (ii) Those designated by the President as employees who perform an essential service shall, where possible, be supplied transportation to their place of work and return by the Employer.
- (b) Those employees referred to in Clause 48.07 (a) (ii) above who are on special leave with or without pay immediately preceding the declaration of the state of emergency will be deemed to be on special leave with or without pay, as the case may be, during the period so declared an emergency.

ARTICLE 49
DURATION OF AGREEMENT

* 49.01 Period of Agreement

Except as otherwise provided in specific clauses, this Agreement, shall be effective from date of signing and remain in full force and effect until March 31, 2026. Either party to this Agreement may issue notice to the other party of its desire to terminate or amend the agreement not more than seven (7) months and not less than thirty (30) calendar days prior to the date of expiration.

*49.02 Change in Agreement

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.

*49.03 Notice of Changes

Either party desiring to propose changes to this agreement shall within thirty (30) calendar days following receipt of notice under 49.01, 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.

*49.04 Agreement to Remain in Effect

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

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

ARTICLE 50
ADVANCE NOTICE

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

ARTICLE 51
CRIMINAL OR LEGAL LIABILITY

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

ARTICLE 52
JOB SHARING ARRANGEMENTS

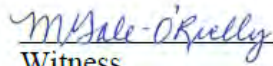
- 52.01 The Union and Employer agrees that employees shall be granted the right to participate in the Job Sharing Program as is found in Schedule Q.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 1st day of November, 2022

SIGNED on behalf of the Board of Governors of the College of the North Atlantic by its proper Officer(s) in the presence of the witness hereto subscribing:



President



Witness

SIGNED on behalf of Treasury Board representing His Majesty the King in Right of Newfoundland and Labrador by the President of Treasury Board in the presence of the witness hereto subscribing:



President of Treasury Board



Witness

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

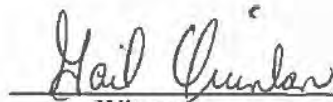












Witness

***SCHEDULE "A"**

SALARY IMPLEMENTATION FORMULA

***Salaries**

Effective April 1, 2022 -	2% + Recognition Bonus
Effective April 1, 2023 -	2%
Effective April 1, 2024 -	2%
Effective April 1, 2025 -	2%

Effective date of signing, each bargaining unit employee will receive a one time recognition bonus payment of \$2,000 pro-rated based on regular full time hours for the hours worked during the previous twelve (12) months.

Step Progression

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

Rate of Pay for Employees whose regular hours of work are greater than 35 hours/week

The annual salary for employees whose normal scheduled hours of work are greater than thirty-five (35) hours/week shall be determined by multiplying the employee's regular hourly rate by their normal scheduled working hours per year.

Red-Circled Employees

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

SCHEDULE "B"

EFFECTIVE APRIL 1, 2022

		STEP 1	STEP 2	STEP 3
CG-08	Hourly	\$17.42	\$17.98	\$18.55
	Bi-Weekly	\$1,219.40	\$1,258.60	\$1,298.50
	Annual	\$31,704.40	\$32,723.60	\$33,761.00
CG-09	Hourly	\$17.56	\$18.14	\$18.66
	Bi-Weekly	\$1,229.20	\$1,269.80	\$1,306.20
	Annual	\$31,959.20	\$33,014.80	\$33,961.20
CG-10	Hourly	\$17.69	\$18.24	\$18.81
	Bi-Weekly	\$1,238.30	\$1,276.80	\$1,316.70
	Annual	\$32,195.80	\$33,196.80	\$34,234.20
CG-11	Hourly	\$17.79	\$18.39	\$18.97
	Bi-Weekly	\$1,245.30	\$1,287.30	\$1,327.90
	Annual	\$32,377.80	\$33,469.80	\$34,525.40
CG-12	Hourly	\$17.97	\$18.57	\$19.11
	Bi-Weekly	\$1,257.90	\$1,299.90	\$1,337.70
	Annual	\$32,705.40	\$33,797.40	\$34,780.20
CG-13	Hourly	\$18.14	\$18.73	\$19.36
	Bi-Weekly	\$1,269.80	\$1,311.10	\$1,355.20
	Annual	\$33,014.80	\$34,088.60	\$35,235.20
CG-14	Hourly	\$18.32	\$18.94	\$19.58
	Bi-Weekly	\$1,282.40	\$1,325.80	\$1,370.60
	Annual	\$33,342.40	\$34,470.80	\$35,635.60
CG-15	Hourly	\$18.55	\$19.19	\$19.83
	Bi-Weekly	\$1,298.50	\$1,343.30	\$1,388.10
	Annual	\$33,761.00	\$34,925.80	\$36,090.60
CG-16	Hourly	\$18.75	\$19.46	\$20.09
	Bi-Weekly	\$1,312.50	\$1,362.20	\$1,406.30
	Annual	\$34,125.00	\$35,417.20	\$36,563.80

CG-17	Hourly	\$19.06	\$19.79	\$20.50
	Bi-Weekly	\$1,334.20	\$1,385.30	\$1,435.00
	Annual	\$34,689.20	\$36,017.80	\$37,310.00
CG-18	Hourly	\$19.27	\$20.00	\$20.76
	Bi-Weekly	\$1,348.90	\$1,400.00	\$1,453.20
	Annual	\$35,071.40	\$36,400.00	\$37,783.20
CG-19	Hourly	\$19.66	\$20.46	\$21.22
	Bi-Weekly	\$1,376.20	\$1,432.20	\$1,485.40
	Annual	\$35,781.20	\$37,237.20	\$38,620.40
CG-20	Hourly	\$20.03	\$20.88	\$21.74
	Bi-Weekly	\$1,402.10	\$1,461.60	\$1,521.80
	Annual	\$36,454.60	\$38,001.60	\$39,566.80
CG-21	Hourly	\$20.40	\$21.29	\$22.23
	Bi-Weekly	\$1,428.00	\$1,490.30	\$1,556.10
	Annual	\$37,128.00	\$38,747.80	\$40,458.60
CG-22	Hourly	\$20.78	\$21.75	\$22.79
	Bi-Weekly	\$1,454.60	\$1,522.50	\$1,595.30
	Annual	\$37,819.60	\$39,585.00	\$41,477.80
CG-23	Hourly	\$21.21	\$22.24	\$23.30
	Bi-Weekly	\$1,484.70	\$1,556.80	\$1,631.00
	Annual	\$38,602.20	\$40,476.80	\$42,406.00
CG-24	Hourly	\$21.97	\$23.08	\$24.21
	Bi-Weekly	\$1,537.90	\$1,615.60	\$1,694.70
	Annual	\$39,985.40	\$42,005.60	\$44,062.20
CG-25	Hourly	\$22.85	\$24.00	\$25.18
	Bi-Weekly	\$1,599.50	\$1,680.00	\$1,762.60
	Annual	\$41,587.00	\$43,680.00	\$45,827.60
CG-26	Hourly	\$23.59	\$24.87	\$26.11
	Bi-Weekly	\$1,651.30	\$1,740.90	\$1,827.70
	Annual	\$42,933.80	\$45,263.40	\$47,520.20

CG-27	Hourly	\$24.49	\$25.78	\$27.09
	Bi-Weekly	\$1,714.30	\$1,804.60	\$1,896.30
	Annual	\$44,571.80	\$46,919.60	\$49,303.80
CG-28	Hourly	\$25.36	\$26.71	\$28.09
	Bi-Weekly	\$1,775.20	\$1,869.70	\$1,966.30
	Annual	\$46,155.20	\$48,612.20	\$51,123.80
CG-29	Hourly	\$26.02	\$27.43	\$28.90
	Bi-Weekly	\$1,821.40	\$1,920.10	\$2,023.00
	Annual	\$47,356.40	\$49,922.60	\$52,598.00
CG-30	Hourly	\$26.72	\$28.22	\$29.68
	Bi-Weekly	\$1,870.40	\$1,975.40	\$2,077.60
	Annual	\$48,630.40	\$51,360.40	\$54,017.60
CG-31	Hourly	\$27.74	\$29.24	\$30.82
	Bi-Weekly	\$1,941.80	\$2,046.80	\$2,157.40
	Annual	\$50,486.80	\$53,216.80	\$56,092.40
CG-32	Hourly	\$28.63	\$30.22	\$31.82
	Bi-Weekly	\$2,004.10	\$2,115.40	\$2,227.40
	Annual	\$52,106.60	\$55,000.40	\$57,912.40
CG-33	Hourly	\$29.56	\$31.19	\$32.88
	Bi-Weekly	\$2,069.20	\$2,183.30	\$2,301.60
	Annual	\$53,799.20	\$56,765.80	\$59,841.60
CG-34	Hourly	\$30.55	\$32.27	\$34.03
	Bi-Weekly	\$2,138.50	\$2,258.90	\$2,382.10
	Annual	\$55,601.00	\$58,731.40	\$61,934.60
CG-35	Hourly	\$31.66	\$33.51	\$35.32
	Bi-Weekly	\$2,216.20	\$2,345.70	\$2,472.40
	Annual	\$57,621.20	\$60,988.20	\$64,282.40
CG-36	Hourly	\$32.88	\$34.79	\$36.70
	Bi-Weekly	\$2,301.60	\$2,435.30	\$2,569.00
	Annual	\$59,841.60	\$63,317.80	\$66,794.00
CG-37	Hourly	\$34.05	\$36.05	\$38.04
	Bi-Weekly	\$2,383.50	\$2,523.50	\$2,662.80
	Annual	\$61,971.00	\$65,611.00	\$69,232.80

CG-38	Hourly	\$35.29	\$37.32	\$39.37
	Bi-Weekly	\$2,470.30	\$2,612.40	\$2,755.90
	Annual	\$64,227.80	\$67,922.40	\$71,653.40
CG-39	Hourly	\$36.47	\$38.62	\$40.81
	Bi-Weekly	\$2,552.90	\$2,703.40	\$2,856.70
	Annual	\$66,375.40	\$70,288.40	\$74,274.20
CG-40	Hourly	\$37.65	\$39.91	\$42.12
	Bi-Weekly	\$2,635.50	\$2,793.70	\$2,948.40
	Annual	\$68,523.00	\$72,636.20	\$76,658.40
CG-41	Hourly	\$38.55	\$42.00	\$45.46
	Bi-Weekly	\$2,698.50	\$2,940.00	\$3,182.20
	Annual	\$70,161.00	\$76,440.00	\$82,737.20
CG-42	Hourly	\$39.55	\$43.05	\$46.60
	Bi-Weekly	\$2,768.50	\$3,013.50	\$3,262.00
	Annual	\$71,981.00	\$78,351.00	\$84,812.00
CG-43	Hourly	\$41.03	\$44.70	\$48.39
	Bi-Weekly	\$2,872.10	\$3,129.00	\$3,387.30
	Annual	\$74,674.60	\$81,354.00	\$88,069.80
CG-44	Hourly	\$42.51	\$46.37	\$50.16
	Bi-Weekly	\$2,975.70	\$3,245.90	\$3,511.20
	Annual	\$77,368.20	\$84,393.40	\$91,291.20
CG-45	Hourly	\$44.01	\$48.04	\$51.98
	Bi-Weekly	\$3,080.70	\$3,362.80	\$3,638.60
	Annual	\$80,098.20	\$87,432.80	\$94,603.60
CG-46	Hourly	\$45.91	\$50.09	\$54.25
	Bi-Weekly	\$3,213.70	\$3,506.30	\$3,797.50
	Annual	\$83,556.20	\$91,163.80	\$98,735.00

EFFECTIVE APRIL 1, 2023

		STEP 1	STEP 2	STEP 3
CG-08	Hourly	\$17.77	\$18.34	\$18.92
	Bi-Weekly	\$1,243.90	\$1,283.80	\$1,324.40
	Annual	\$32,341.40	\$33,378.80	\$34,434.40
CG-09	Hourly	\$17.91	\$18.50	\$19.03
	Bi-Weekly	\$1,253.70	\$1,295.00	\$1,332.10
	Annual	\$32,596.20	\$33,670.00	\$34,634.60
CG-10	Hourly	\$18.04	\$18.60	\$19.19
	Bi-Weekly	\$1,262.80	\$1,302.00	\$1,343.30
	Annual	\$32,832.80	\$33,852.00	\$34,925.80
CG-11	Hourly	\$18.15	\$18.76	\$19.35
	Bi-Weekly	\$1,270.50	\$1,313.20	\$1,354.50
	Annual	\$33,033.00	\$34,143.20	\$35,217.00
CG-12	Hourly	\$18.33	\$18.94	\$19.49
	Bi-Weekly	\$1,283.10	\$1,325.80	\$1,364.30
	Annual	\$33,360.60	\$34,470.80	\$35,471.80
CG-13	Hourly	\$18.50	\$19.10	\$19.75
	Bi-Weekly	\$1,295.00	\$1,337.00	\$1,382.50
	Annual	\$33,670.00	\$34,762.00	\$35,945.00
CG-14	Hourly	\$18.69	\$19.32	\$19.97
	Bi-Weekly	\$1,308.30	\$1,352.40	\$1,397.90
	Annual	\$34,015.80	\$35,162.40	\$36,345.40
CG-15	Hourly	\$18.92	\$19.57	\$20.23
	Bi-Weekly	\$1,324.40	\$1,369.90	\$1,416.10
	Annual	\$34,434.40	\$35,617.40	\$36,818.60
CG-16	Hourly	\$19.13	\$19.85	\$20.49
	Bi-Weekly	\$1,339.10	\$1,389.50	\$1,434.30
	Annual	\$34,816.60	\$36,127.00	\$37,291.80

CG-17	Hourly	\$19.44	\$20.19	\$20.91
	Bi-Weekly	\$1,360.80	\$1,413.30	\$1,463.70
	Annual	\$35,380.80	\$36,745.80	\$38,056.20
CG-18	Hourly	\$19.66	\$20.40	\$21.18
	Bi-Weekly	\$1,376.20	\$1,428.00	\$1,482.60
	Annual	\$35,781.20	\$37,128.00	\$38,547.60
CG-19	Hourly	\$20.05	\$20.87	\$21.64
	Bi-Weekly	\$1,403.50	\$1,460.90	\$1,514.80
	Annual	\$36,491.00	\$37,983.40	\$39,384.80
CG-20	Hourly	\$20.43	\$21.30	\$22.17
	Bi-Weekly	\$1,430.10	\$1,491.00	\$1,551.90
	Annual	\$37,182.60	\$38,766.00	\$40,349.40
CG-21	Hourly	\$20.81	\$21.72	\$22.67
	Bi-Weekly	\$1,456.70	\$1,520.40	\$1,586.90
	Annual	\$37,874.20	\$39,530.40	\$41,259.40
CG-22	Hourly	\$21.20	\$22.19	\$23.25
	Bi-Weekly	\$1,484.00	\$1,553.30	\$1,627.50
	Annual	\$38,584.00	\$40,385.80	\$42,315.00
CG-23	Hourly	\$21.63	\$22.68	\$23.77
	Bi-Weekly	\$1,514.10	\$1,587.60	\$1,663.90
	Annual	\$39,366.60	\$41,277.60	\$43,261.40
CG-24	Hourly	\$22.41	\$23.54	\$24.69
	Bi-Weekly	\$1,568.70	\$1,647.80	\$1,728.30
	Annual	\$40,786.20	\$42,842.80	\$44,935.80
CG-25	Hourly	\$23.31	\$24.48	\$25.68
	Bi-Weekly	\$1,631.70	\$1,713.60	\$1,797.60
	Annual	\$42,424.20	\$44,553.60	\$46,737.60
CG-26	Hourly	\$24.06	\$25.37	\$26.63
	Bi-Weekly	\$1,684.20	\$1,775.90	\$1,864.10
	Annual	\$43,789.20	\$46,173.40	\$48,466.60
CG-27	Hourly	\$24.98	\$26.30	\$27.63
	Bi-Weekly	\$1,748.60	\$1,841.00	\$1,934.10
	Annual	\$45,463.60	\$47,866.00	\$50,286.60

CG-28	Hourly	\$25.87	\$27.24	\$28.65
	Bi-Weekly	\$1,810.90	\$1,906.80	\$2,005.50
	Annual	\$47,083.40	\$49,576.80	\$52,143.00
CG-29	Hourly	\$26.54	\$27.98	\$29.48
	Bi-Weekly	\$1,857.80	\$1,958.60	\$2,063.60
	Annual	\$48,302.80	\$50,923.60	\$53,653.60
CG-30	Hourly	\$27.25	\$28.78	\$30.27
	Bi-Weekly	\$1,907.50	\$2,014.60	\$2,118.90
	Annual	\$49,595.00	\$52,379.60	\$55,091.40
CG-31	Hourly	\$28.29	\$29.82	\$31.44
	Bi-Weekly	\$1,980.30	\$2,087.40	\$2,200.80
	Annual	\$51,487.80	\$54,272.40	\$57,220.80
CG-32	Hourly	\$29.20	\$30.82	\$32.46
	Bi-Weekly	\$2,044.00	\$2,157.40	\$2,272.20
	Annual	\$53,144.00	\$56,092.40	\$59,077.20
CG-33	Hourly	\$30.15	\$31.81	\$33.54
	Bi-Weekly	\$2,110.50	\$2,226.70	\$2,347.80
	Annual	\$54,873.00	\$57,894.20	\$61,042.80
CG-34	Hourly	\$31.16	\$32.92	\$34.71
	Bi-Weekly	\$2,181.20	\$2,304.40	\$2,429.70
	Annual	\$56,711.20	\$59,914.40	\$63,172.20
CG-35	Hourly	\$32.29	\$34.18	\$36.03
	Bi-Weekly	\$2,260.30	\$2,392.60	\$2,522.10
	Annual	\$58,767.80	\$62,207.60	\$65,574.60
CG-36	Hourly	\$33.54	\$35.49	\$37.43
	Bi-Weekly	\$2,347.80	\$2,484.30	\$2,620.10
	Annual	\$61,042.80	\$64,591.80	\$68,122.60
CG-37	Hourly	\$34.73	\$36.77	\$38.80
	Bi-Weekly	\$2,431.10	\$2,573.90	\$2,716.00
	Annual	\$63,208.60	\$66,921.40	\$70,616.00
CG-38	Hourly	\$36.00	\$38.07	\$40.16
	Bi-Weekly	\$2,520.00	\$2,664.90	\$2,811.20
	Annual	\$65,520.00	\$69,287.40	\$73,091.20

CG-39	Hourly	\$37.20	\$39.39	\$41.63
	Bi-Weekly	\$2,604.00	\$2,757.30	\$2,914.10
	Annual	\$67,704.00	\$71,689.80	\$75,766.60
CG-40	Hourly	\$38.40	\$40.71	\$42.96
	Bi-Weekly	\$2,688.00	\$2,849.70	\$3,007.20
	Annual	\$69,888.00	\$74,092.20	\$78,187.20
CG-41	Hourly	\$39.32	\$42.84	\$46.37
	Bi-Weekly	\$2,752.40	\$2,998.80	\$3,245.90
	Annual	\$71,562.40	\$77,968.80	\$84,393.40
CG-42	Hourly	\$40.34	\$43.91	\$47.53
	Bi-Weekly	\$2,823.80	\$3,073.70	\$3,327.10
	Annual	\$73,418.80	\$79,916.20	\$86,504.60
CG-43	Hourly	\$41.85	\$45.59	\$49.36
	Bi-Weekly	\$2,929.50	\$3,191.30	\$3,455.20
	Annual	\$76,167.00	\$82,973.80	\$89,835.20
CG-44	Hourly	\$43.36	\$47.30	\$51.16
	Bi-Weekly	\$3,035.20	\$3,311.00	\$3,581.20
	Annual	\$78,915.20	\$86,086.00	\$93,111.20
CG-45	Hourly	\$44.89	\$49.00	\$53.02
	Bi-Weekly	\$3,142.30	\$3,430.00	\$3,711.40
	Annual	\$81,699.80	\$89,180.00	\$96,496.40
CG-46	Hourly	\$46.83	\$51.09	\$55.34
	Bi-Weekly	\$3,278.10	\$3,576.30	\$3,873.80
	Annual	\$85,230.60	\$92,983.80	\$100,718.80

EFFECTIVE APRIL 1, 2024

		STEP 1	STEP 2	STEP 3
CG-08	Hourly	\$18.13	\$18.71	\$19.30
	Bi-Weekly	\$1,269.10	\$1,309.70	\$1,351.00
	Annual	\$32,996.60	\$34,052.20	\$35,126.00
CG-09	Hourly	\$18.27	\$18.87	\$19.41
	Bi-Weekly	\$1,278.90	\$1,320.90	\$1,358.70
	Annual	\$33,251.40	\$34,343.40	\$35,326.20
CG-10	Hourly	\$18.40	\$18.97	\$19.57
	Bi-Weekly	\$1,288.00	\$1,327.90	\$1,369.90
	Annual	\$33,488.00	\$34,525.40	\$35,617.40
CG-11	Hourly	\$18.51	\$19.14	\$19.74
	Bi-Weekly	\$1,295.70	\$1,339.80	\$1,381.80
	Annual	\$33,688.20	\$34,834.80	\$35,926.80
CG-12	Hourly	\$18.70	\$19.32	\$19.88
	Bi-Weekly	\$1,309.00	\$1,352.40	\$1,391.60
	Annual	\$34,034.00	\$35,162.40	\$36,181.60
CG-13	Hourly	\$18.87	\$19.48	\$20.15
	Bi-Weekly	\$1,320.90	\$1,363.60	\$1,410.50
	Annual	\$34,343.40	\$35,453.60	\$36,673.00
CG-14	Hourly	\$19.06	\$19.71	\$20.37
	Bi-Weekly	\$1,334.20	\$1,379.70	\$1,425.90
	Annual	\$34,689.20	\$35,872.20	\$37,073.40
CG-15	Hourly	\$19.30	\$19.96	\$20.63
	Bi-Weekly	\$1,351.00	\$1,397.20	\$1,444.10
	Annual	\$35,126.00	\$36,327.20	\$37,546.60
CG-16	Hourly	\$19.51	\$20.25	\$20.90
	Bi-Weekly	\$1,365.70	\$1,417.50	\$1,463.00
	Annual	\$35,508.20	\$36,855.00	\$38,038.00

CG-17	Hourly	\$19.83	\$20.59	\$21.33
	Bi-Weekly	\$1,388.10	\$1,441.30	\$1,493.10
	Annual	\$36,090.60	\$37,473.80	\$38,820.60
CG-18	Hourly	\$20.05	\$20.81	\$21.60
	Bi-Weekly	\$1,403.50	\$1,456.70	\$1,512.00
	Annual	\$36,491.00	\$37,874.20	\$39,312.00
CG-19	Hourly	\$20.45	\$21.29	\$22.07
	Bi-Weekly	\$1,431.50	\$1,490.30	\$1,544.90
	Annual	\$37,219.00	\$38,747.80	\$40,167.40
CG-20	Hourly	\$20.84	\$21.73	\$22.61
	Bi-Weekly	\$1,458.80	\$1,521.10	\$1,582.70
	Annual	\$37,928.80	\$39,548.60	\$41,150.20
CG-21	Hourly	\$21.23	\$22.15	\$23.12
	Bi-Weekly	\$1,486.10	\$1,550.50	\$1,618.40
	Annual	\$38,638.60	\$40,313.00	\$42,078.40
CG-22	Hourly	\$21.62	\$22.63	\$23.72
	Bi-Weekly	\$1,513.40	\$1,584.10	\$1,660.40
	Annual	\$39,348.40	\$41,186.60	\$43,170.40
CG-23	Hourly	\$22.06	\$23.13	\$24.25
	Bi-Weekly	\$1,544.20	\$1,619.10	\$1,697.50
	Annual	\$40,149.20	\$42,096.60	\$44,135.00
CG-24	Hourly	\$22.86	\$24.01	\$25.18
	Bi-Weekly	\$1,600.20	\$1,680.70	\$1,762.60
	Annual	\$41,605.20	\$43,698.20	\$45,827.60
CG-25	Hourly	\$23.78	\$24.97	\$26.19
	Bi-Weekly	\$1,664.60	\$1,747.90	\$1,833.30
	Annual	\$43,279.60	\$45,445.40	\$47,665.80
CG-26	Hourly	\$24.54	\$25.88	\$27.16
	Bi-Weekly	\$1,717.80	\$1,811.60	\$1,901.20
	Annual	\$44,662.80	\$47,101.60	\$49,431.20

CG-27	Hourly	\$25.48	\$26.83	\$28.18
	Bi-Weekly	\$1,783.60	\$1,878.10	\$1,972.60
	Annual	\$46,373.60	\$48,830.60	\$51,287.60
CG-28	Hourly	\$26.39	\$27.78	\$29.22
	Bi-Weekly	\$1,847.30	\$1,944.60	\$2,045.40
	Annual	\$48,029.80	\$50,559.60	\$53,180.40
CG-29	Hourly	\$27.07	\$28.54	\$30.07
	Bi-Weekly	\$1,894.90	\$1,997.80	\$2,104.90
	Annual	\$49,267.40	\$51,942.80	\$54,727.40
CG-30	Hourly	\$27.80	\$29.36	\$30.88
	Bi-Weekly	\$1,946.00	\$2,055.20	\$2,161.60
	Annual	\$50,596.00	\$53,435.20	\$56,201.60
CG-31	Hourly	\$28.86	\$30.42	\$32.07
	Bi-Weekly	\$2,020.20	\$2,129.40	\$2,244.90
	Annual	\$52,525.20	\$55,364.40	\$58,367.40
CG-32	Hourly	\$29.78	\$31.44	\$33.11
	Bi-Weekly	\$2,084.60	\$2,200.80	\$2,317.70
	Annual	\$54,199.60	\$57,220.80	\$60,260.20
CG-33	Hourly	\$30.75	\$32.45	\$34.21
	Bi-Weekly	\$2,152.50	\$2,271.50	\$2,394.70
	Annual	\$55,965.00	\$59,059.00	\$62,262.20
CG-34	Hourly	\$31.78	\$33.58	\$35.40
	Bi-Weekly	\$2,224.60	\$2,350.60	\$2,478.00
	Annual	\$57,839.60	\$61,115.60	\$64,428.00
CG-35	Hourly	\$32.94	\$34.86	\$36.75
	Bi-Weekly	\$2,305.80	\$2,440.20	\$2,572.50
	Annual	\$59,950.80	\$63,445.20	\$66,885.00
CG-36	Hourly	\$34.21	\$36.20	\$38.18
	Bi-Weekly	\$2,394.70	\$2,534.00	\$2,672.60
	Annual	\$62,262.20	\$65,884.00	\$69,487.60
CG-37	Hourly	\$35.42	\$37.51	\$39.58
	Bi-Weekly	\$2,479.40	\$2,625.70	\$2,770.60
	Annual	\$64,464.40	\$68,268.20	\$72,035.60

CG-38	Hourly	\$36.72	\$38.83	\$40.96
	Bi-Weekly	\$2,570.40	\$2,718.10	\$2,867.20
	Annual	\$66,830.40	\$70,670.60	\$74,547.20
CG-39	Hourly	\$37.94	\$40.18	\$42.46
	Bi-Weekly	\$2,655.80	\$2,812.60	\$2,972.20
	Annual	\$69,050.80	\$73,127.60	\$77,277.20
CG-40	Hourly	\$39.17	\$41.52	\$43.82
	Bi-Weekly	\$2,741.90	\$2,906.40	\$3,067.40
	Annual	\$71,289.40	\$75,566.40	\$79,752.40
CG-41	Hourly	\$40.11	\$43.70	\$47.30
	Bi-Weekly	\$2,807.70	\$3,059.00	\$3,311.00
	Annual	\$73,000.20	\$79,534.00	\$86,086.00
CG-42	Hourly	\$41.15	\$44.79	\$48.48
	Bi-Weekly	\$2,880.50	\$3,135.30	\$3,393.60
	Annual	\$74,893.00	\$81,517.80	\$88,233.60
CG-43	Hourly	\$42.69	\$46.50	\$50.35
	Bi-Weekly	\$2,988.30	\$3,255.00	\$3,524.50
	Annual	\$77,695.80	\$84,630.00	\$91,637.00
CG-44	Hourly	\$44.23	\$48.25	\$52.18
	Bi-Weekly	\$3,096.10	\$3,377.50	\$3,652.60
	Annual	\$80,498.60	\$87,815.00	\$94,967.60
CG-45	Hourly	\$45.79	\$49.98	\$54.08
	Bi-Weekly	\$3,205.30	\$3,498.60	\$3,785.60
	Annual	\$83,337.80	\$90,963.60	\$98,425.60
CG-46	Hourly	\$47.77	\$52.11	\$56.45
	Bi-Weekly	\$3,343.90	\$3,647.70	\$3,951.50
	Annual	\$86,941.40	\$94,840.20	\$102,739.00

EFFECTIVE APRIL 1, 2025

		STEP 1	STEP 2	STEP 3
CG-08	Hourly	\$18.49	\$19.08	\$19.69
	Bi-Weekly	\$1,294.30	\$1,335.60	\$1,378.30
	Annual	\$33,651.80	\$34,725.60	\$35,835.80
CG-09	Hourly	\$18.64	\$19.25	\$19.80
	Bi-Weekly	\$1,304.80	\$1,347.50	\$1,386.00
	Annual	\$33,924.80	\$35,035.00	\$36,036.00
CG-10	Hourly	\$18.77	\$19.35	\$19.96
	Bi-Weekly	\$1,313.90	\$1,354.50	\$1,397.20
	Annual	\$34,161.40	\$35,217.00	\$36,327.20
CG-11	Hourly	\$18.88	\$19.52	\$20.13
	Bi-Weekly	\$1,321.60	\$1,366.40	\$1,409.10
	Annual	\$34,361.60	\$35,526.40	\$36,636.60
CG-12	Hourly	\$19.07	\$19.71	\$20.28
	Bi-Weekly	\$1,334.90	\$1,379.70	\$1,419.60
	Annual	\$34,707.40	\$35,872.20	\$36,909.60
CG-13	Hourly	\$19.25	\$19.87	\$20.55
	Bi-Weekly	\$1,347.50	\$1,390.90	\$1,438.50
	Annual	\$35,035.00	\$36,163.40	\$37,401.00
CG-14	Hourly	\$19.44	\$20.10	\$20.78
	Bi-Weekly	\$1,360.80	\$1,407.00	\$1,454.60
	Annual	\$35,380.80	\$36,582.00	\$37,819.60
CG-15	Hourly	\$19.69	\$20.36	\$21.04
	Bi-Weekly	\$1,378.30	\$1,425.20	\$1,472.80
	Annual	\$35,835.80	\$37,055.20	\$38,292.80
CG-16	Hourly	\$19.90	\$20.66	\$21.32
	Bi-Weekly	\$1,393.00	\$1,446.20	\$1,492.40
	Annual	\$36,218.00	\$37,601.20	\$38,802.40

CG-17	Hourly	\$20.23	\$21.00	\$21.76
	Bi-Weekly	\$1,416.10	\$1,470.00	\$1,523.20
	Annual	\$36,818.60	\$38,220.00	\$39,603.20
CG-18	Hourly	\$20.45	\$21.23	\$22.03
	Bi-Weekly	\$1,431.50	\$1,486.10	\$1,542.10
	Annual	\$37,219.00	\$38,638.60	\$40,094.60
CG-19	Hourly	\$20.86	\$21.72	\$22.51
	Bi-Weekly	\$1,460.20	\$1,520.40	\$1,575.70
	Annual	\$37,965.20	\$39,530.40	\$40,968.20
CG-20	Hourly	\$21.26	\$22.16	\$23.06
	Bi-Weekly	\$1,488.20	\$1,551.20	\$1,614.20
	Annual	\$38,693.20	\$40,331.20	\$41,969.20
CG-21	Hourly	\$21.65	\$22.59	\$23.58
	Bi-Weekly	\$1,515.50	\$1,581.30	\$1,650.60
	Annual	\$39,403.00	\$41,113.80	\$42,915.60
CG-22	Hourly	\$22.05	\$23.08	\$24.19
	Bi-Weekly	\$1,543.50	\$1,615.60	\$1,693.30
	Annual	\$40,131.00	\$42,005.60	\$44,025.80
CG-23	Hourly	\$22.50	\$23.59	\$24.74
	Bi-Weekly	\$1,575.00	\$1,651.30	\$1,731.80
	Annual	\$40,950.00	\$42,933.80	\$45,026.80
CG-24	Hourly	\$23.32	\$24.49	\$25.68
	Bi-Weekly	\$1,632.40	\$1,714.30	\$1,797.60
	Annual	\$42,442.40	\$44,571.80	\$46,737.60
CG-25	Hourly	\$24.26	\$25.47	\$26.71
	Bi-Weekly	\$1,698.20	\$1,782.90	\$1,869.70
	Annual	\$44,153.20	\$46,355.40	\$48,612.20
CG-26	Hourly	\$25.03	\$26.40	\$27.70
	Bi-Weekly	\$1,752.10	\$1,848.00	\$1,939.00
	Annual	\$45,554.60	\$48,048.00	\$50,414.00

CG-27	Hourly	\$25.99	\$27.37	\$28.74
	Bi-Weekly	\$1,819.30	\$1,915.90	\$2,011.80
	Annual	\$47,301.80	\$49,813.40	\$52,306.80
CG-28	Hourly	\$26.92	\$28.34	\$29.80
	Bi-Weekly	\$1,884.40	\$1,983.80	\$2,086.00
	Annual	\$48,994.40	\$51,578.80	\$54,236.00
CG-29	Hourly	\$27.61	\$29.11	\$30.67
	Bi-Weekly	\$1,932.70	\$2,037.70	\$2,146.90
	Annual	\$50,250.20	\$52,980.20	\$55,819.40
CG-30	Hourly	\$28.36	\$29.95	\$31.50
	Bi-Weekly	\$1,985.20	\$2,096.50	\$2,205.00
	Annual	\$51,615.20	\$54,509.00	\$57,330.00
CG-31	Hourly	\$29.44	\$31.03	\$32.71
	Bi-Weekly	\$2,060.80	\$2,172.10	\$2,289.70
	Annual	\$53,580.80	\$56,474.60	\$59,532.20
CG-32	Hourly	\$30.38	\$32.07	\$33.77
	Bi-Weekly	\$2,126.60	\$2,244.90	\$2,363.90
	Annual	\$55,291.60	\$58,367.40	\$61,461.40
CG-33	Hourly	\$31.37	\$33.10	\$34.89
	Bi-Weekly	\$2,195.90	\$2,317.00	\$2,442.30
	Annual	\$57,093.40	\$60,242.00	\$63,499.80
CG-34	Hourly	\$32.42	\$34.25	\$36.11
	Bi-Weekly	\$2,269.40	\$2,397.50	\$2,527.70
	Annual	\$59,004.40	\$62,335.00	\$65,720.20
CG-35	Hourly	\$33.60	\$35.56	\$37.49
	Bi-Weekly	\$2,352.00	\$2,489.20	\$2,624.30
	Annual	\$61,152.00	\$64,719.20	\$68,231.80
CG-36	Hourly	\$34.89	\$36.92	\$38.94
	Bi-Weekly	\$2,442.30	\$2,584.40	\$2,725.80
	Annual	\$63,499.80	\$67,194.40	\$70,870.80
CG-37	Hourly	\$36.13	\$38.26	\$40.37
	Bi-Weekly	\$2,529.10	\$2,678.20	\$2,825.90
	Annual	\$65,756.60	\$69,633.20	\$73,473.40

CG-38	Hourly	\$37.45	\$39.61	\$41.78
	Bi-Weekly	\$2,621.50	\$2,772.70	\$2,924.60
	Annual	\$68,159.00	\$72,090.20	\$76,039.60
CG-39	Hourly	\$38.70	\$40.98	\$43.31
	Bi-Weekly	\$2,709.00	\$2,868.60	\$3,031.70
	Annual	\$70,434.00	\$74,583.60	\$78,824.20
CG-40	Hourly	\$39.95	\$42.35	\$44.70
	Bi-Weekly	\$2,796.50	\$2,964.50	\$3,129.00
	Annual	\$72,709.00	\$77,077.00	\$81,354.00
CG-41	Hourly	\$40.91	\$44.57	\$48.25
	Bi-Weekly	\$2,863.70	\$3,119.90	\$3,377.50
	Annual	\$74,456.20	\$81,117.40	\$87,815.00
CG-42	Hourly	\$41.97	\$45.69	\$49.45
	Bi-Weekly	\$2,937.90	\$3,198.30	\$3,461.50
	Annual	\$76,385.40	\$83,155.80	\$89,999.00
CG-43	Hourly	\$43.54	\$47.43	\$51.36
	Bi-Weekly	\$3,047.80	\$3,320.10	\$3,595.20
	Annual	\$79,242.80	\$86,322.60	\$93,475.20
CG-44	Hourly	\$45.11	\$49.22	\$53.22
	Bi-Weekly	\$3,157.70	\$3,445.40	\$3,725.40
	Annual	\$82,100.20	\$89,580.40	\$96,860.40
CG-45	Hourly	\$46.71	\$50.98	\$55.16
	Bi-Weekly	\$3,269.70	\$3,568.60	\$3,861.20
	Annual	\$85,012.20	\$92,783.60	\$100,391.20
CG-46	Hourly	\$48.73	\$53.15	\$57.58
	Bi-Weekly	\$3,411.10	\$3,720.50	\$4,030.60
	Annual	\$88,688.60	\$96,733.00	\$104,795.60

SCHEDULE "C"
CLASSIFICATION LIST

<u>Class Title</u>	<u>Class Number</u>	<u>Pay Range Number</u>
Accountant I	B001	CG-29
Accountant ID	B005	CG-33
Accounting Clerk I	B006	CG-25
Accounting Clerk II	B007	CG-26
Administrative Officer I	B008	CG-27
Administrative Officer IA	B009	CG-28
Audio-Visual Equipment Technician	B020	CG-26
Audio-Visual Specialist	B021	CG-28
Automotive Body Repairer	J010	CG-29
Business Development Co-Ordinator	E009	CG-39
Buyer I	B036	CG-26
Buyer II	B037	CG-27
Buyer III	B039	CG-29
Career Development Specialist A	B303	CG-35
Clerk I	B046	CG-15
Clerk II	B054	CG-23
Clerk III	B055	CG-24
Clerk IIIB	B057	CG-26
Clerk IV	B058	CG-27
Clerk IVB	B060	CG-29
Clerk Stenographer II	B062	CG-23
Clerk Stenographer III	B064	CG-25
Clerk Typist I	B066	CG-22
Clerk Typist II	B067	CG-23
Clerk Typist III	B070	CG-26
Client Services Officer A	B286	CG-33
College Laboratory Quality Assurance Coordinator	E096	CG-38
College Laboratory Technologist	E089	CG-29
College Laboratory Technologist Operations Coordinator I	E090	CG-33
College Laboratory Technologist Operations Coordinator II	E095	CG-38
Community Relations Officer	E012	CG-37
Computer Operator I	B073	CG-24
Computer Operator II	B074	CG-24
Computer Programmer I	B075	CG-27
Computer Programmer/Analyst	B078	CG-35
Computer Support Specialist	B079	CG-29
Computer Support Technician	B080	CG-27
Computer Systems Analyst I	B081	CG-37
Computer Systems Analyst II	B084	CG-39

Cook Helper	L013	CG-18
Cook I	J020	CG-25
Cook II	J023	CG-28
Custodial Supervisor	L014	CG-23
Custodial Worker	L015	CG-19
Data Entry Operator	B090	CG-23
Database Analyst	B088	CG-42
Departmental Programme Co-ordinator	B093	CG-29
Early Childhood Education Supervisor	E013	CG-29
Early Childhood Education Worker	E014	CG-27
Electronics Technician	L017	CG-27
Equipment Operator I	L024	CG-21
Equipment Operator II	L025	CG-21
Financial Collections Officer	B116	CG-27
Financial Officer	B117	CG-34
Food Service Worker I	L037	CG-20
Food Service Worker II	L038	CG-21
Graphics Artist	B129	CG-26
Heavy Equipment Technician	J025	CG-29
Industry Development Officer I	R088	CG-30
Information Management Analyst	E019	CG-36
Information Management Technician II	E024	CG-27
Information Management Technician IIIM	E030	CG-33
Information Officer	E032	CG-25
Information System Administrator	B299	CG-32
Information System Administrator A	B313	CG-33
Instructional Design Consultant	B300	CG-29
Labourer I	L058	CG-17
LAN Administrator	B136	CG-36
Librarian I	E035	CG-37
Librarian II	E036	CG-37
Librarian III	E040	CG-41
Library Clerk	E042	CG-21
Library Technician I	E043	CG-24
Library Technician II	E044	CG-24
Library Technician IIA	E045	CG-25
Library Technician IIB	E046	CG-26
Library Technician III	E047	CG-27
Maintenance Repairer	L079	CG-22
Management Analyst II	B153	CG-30
Management Analyst IIE	B287	CG-35
Offset Press Operator I	L084	CG-23
Offset Press Operator II	L087	CG-26
Organizational Budget Analyst	B184	CG-28
Organizational Budget Analyst A	B272	CG-29

Payroll Clerk I	B185	CG-25
Payroll Clerk II	B187	CG-27
Payroll Clerk III	B189	CG-29
Policy, Planning and Research Analyst	B208	CG-35
Power Engineer 3rd Class	L090	CG-26
Power Engineer 4th Class	L091	CG-25
Power Engineer 4th Class (Shift-in-Charge)	L092	CG-27
Procurement Officer III	B211	CG-34
Programme Development Officer	E060	CG-39
Public Relations Specialist	E062	CG-33
Publications Officer	E063	CG-28
Records Analyst	E064	CG-33
Resource Facilitator	E070	CG-25
Secretary (Parenthetical Designator)	B217	CG-26
Security Guard	L110	CG-23
Senior Student Residence Supervisor	L111	CG-29
Statistician II	B238	CG-36
Stockhandler	B245	CG-19
Storekeeper I	B246	CG-24
Storekeeper II	B247	CG-25
Student Aid Information Officer	B250	CG-28
Student Development Officer	E074	CG-31
Student Development Officer B	E080	CG-33
Student Residence Supervisor	L124	CG-22
Trades Worker I	J036	CG-24
Trades Worker II	J042	CG-29
Trades Worker IIA	J043	CG-29
Trades Worker III	J049	CG-35
Training Officer	E075	CG-37
Utility Worker I	L128	CG-19
Welder	J050	CG-29
Word Processing Equipment Operator I	B269	CG-22
Word Processing Equipment Operator II	B270	CG-23

SCHEDULE "D"

POSITIONS TO BE EXCLUDED FROM THE BARGAINING UNIT

Stephenville

Personnel Specialist
Clerk IV (Human Resources)
Supervisor of Payroll
Secretary to Director of Human Resources
Secretary to Vice President Academics
Secretary to President
Secretary to President's Executive Assistant
Administrative Officer
Administrative Officer
Employee Relations Assistant (Clerk Typist III)
Access & Privacy Coordinator (Policy Planning & Research Analyst)
Records Analyst

Central

Human Resources Clerk (Clerk III)
Human Resources Clerk (Clerk IV)
Human Resources Clerk (Clerk IV)

Labrador

Human Resources Clerk (Clerk IV)

Clareville

Human Resources Clerk (Clerk III)
Human Resources Clerk (Clerk IV)

St. John's

Human Resources Clerk (Clerk IV)
Clerk Typist III (Human Resources)
Clerk Typist III (Human Resources)
Word Processing Equipment Operator (Human Resources)
Librarian III

SCHEDULE "E"

SCHEDULE "E" - Work Clothes, Safety and Protective Wear

U-8A

Work Clothes

Item/Classification	CSS/CST/ LAN Admin. (1)	Cooks	Custodial (2)	ECE (3)	FSW (4)	Maint. Worker (5)	MET (6)	Mechanic Welder (7)	Power Engineer	Repro. Depart.	Residence Supervisor	Security/ Driver	Stores (8)	Utility Worker	SDO
Belt												1 A.R. (10)			
Cap		2		1	2						1	2	1	2	
Coat-Shop							2						1		
Coat-Summer												A.R. (9)			
Coat-Winter			1 per 3 years	1 per 3 years		1 per 3 years		1 per 3 years	1 per 3 years		1 per 3 years	1 per 3 years	1 per 3 years	1 per 3 years	
Coveralls	A.R.		A.R.			2	1 A.R.	3 A.R.	2				A.R.		
Footwear-Overshoes			A.R.			1 per 3 years		A.R.	A.R.			A.R.	A.R.	A.R.	
Pants		4	4		4	4	2	2	4	4		4	4	4	
Rain Wear			1 per 3 years A.R.	1 per 3 years A.R.		1 per 3 years A.R.		1 per 3 years A.R.	1 per 3 years A.R.			1 per 3 years A.R.	1 per 3 years A.R.		
Shirt			4			4	4	4	4	4		4	4	4	
Shirts/Blouses/Tops				2	4										
Slacks/Skirts				2											
Sweater					1										
Tie												1 AR			
Apron		4				4 AR								4	
Chef Jacket		4													

Safety and Protective Wear

Footwear-Safety	1 A.R.	1	1		1	1	1	1	1	1		1	1	1	A.R.
Glasses-Safety	A.R.	A.R.	1 A.R.		A.R.	1 A.R.	1 A.R.	1 A.R.	1 A.R.	A.R.		A.R.	1 A.R.	A.R.	A.R.
Gloves-Safety	A.R.	A.R.	1 A.R.		A.R.	1 A.R.	1 A.R.	1 A.R.	1 A.R.	A.R.		A.R.	1 A.R.	A.R.	A.R.
Gloves-Winter			1 A.R.	1		1 A.R.		1 A.R.	1 A.R.		1 A.R.	1 A.R.	1 A.R.	1 A.R.	A.R.
Gloves-Work	A.R.		A.R.			1 A.R.		1 A.R.	A.R.				1 A.R.		A.R.
Safety Vest															A.R.

Notes: For the purpose of this schedule

- 1.) CSS, CST is defined as Computer Support Specialist, Computer Support Technician
- 2.) Custodial includes Custodial Supervisor and Custodial Worker
- 3.) Early childhood educator (ECE) includes Early Childhood Education Supervisor and Worker
- 4.) Food service worker (FSW) includes Food service worker I and II as well as Clerk I working directly in food service
- 5.) Maintenance worker includes Maintenance Repairer, Trades worker I, II, III and Painter I
- 6.) MET means Mechanical/Engineering Technologist
- 7.) Mechanic/Welder includes Automotive Body Repairer, Heavy Equipment Technician and Welder
- 8.) Stores includes positions responsible for the receiving and distribution of goods. Also includes Fixed Assets Clerks AND Coordinator travelling Province wide for asset scan/disposal
- 9.) AR means As Required.
- 10.) 1 AR means minimum 1 per year and replaced as required (4 AR = 4 per year minimum)
- 11.) These items may be replaced at any time if deemed necessary by the Employer upon inspection.

Unless indicated otherwise clothing is issued annually in the amount shown.

SCHEDULE “F”

LABOUR MANAGEMENT COMMITTEE

**College of the North Atlantic
and
The Newfoundland and Labrador Association of Public and Private Employees**

- A. Article 49 of the current Collective Agreement provides for joint consultation between Labour and Management and the establishment of a Labour Management Committee.
- B. The following are guidelines for the composition, terms of reference and operation of the Labour Management Committee.

1. **TERMS OF REFERENCE**

- (i) The Labour Management Committee shall be organized:
 - (a) to improve communication, mutual respect, understanding and goodwill between management and employees throughout the organization;
 - (b) to discuss ways and means of improving working methods, safety, operating efficiency, elimination of rumours, training methods, educational and welfare activities, to encourage joint consultation on operational changes brought about by technological advancements, and other matters of mutual interest that have to do with the efficient operation of the Department.
- (ii) Items already submitted for adjudication through the Grievance Procedure shall not be considered by the Labour Management Committee.
- (iii) All discussions entered into by this Committee cannot be construed as changing or varying the provision and terms of the Collective Agreement between the College and the Union or any legislative regulations governing the conditions of employment of the employees. The intent and purpose of joint consultation dictate that in arriving at decisions, management give careful consideration to representations made by employee representatives. (Such matters which would be beyond the power of the Committee to resolve to finality will be discussed and then referred to the Head Office of the Union and the College, accompanied by appropriate comment and opinion so that the people in authority to make decisions in these areas can be properly guided in arriving at suitable conclusions.)

2. COMPOSITION

- (i) The Committee will be comprised of two (2) representatives of management and two (2) representatives of the Union.
- (ii) Management will be represented by persons who are employees in a managerial capacity.
- (iii) Union representatives will consist of employees of the College who are Local Officers of the Local or employees appointed by the bargaining unit.
- (iv) Representatives shall be chosen to serve for a period of not more than one (1) year without re-appointment.
- (v) The Committee shall have a Chairperson appointed by Management and a Co-Chairperson appointed by the Union who will alternate at the discretion of the Committee. In the absence of the Chairperson, the meeting will be presided over by the Co-Chairperson. Neither Chairperson nor Co-Chairperson shall have a vote except when casting deciding vote as Chairperson.
- (vi) There shall be a Secretary, provided by Management, who will not be a voting member of the Committee.

3. POINTS CONCERNING CONDUCT OF MEETING

- (i) Set a definite date every month - special meetings to be called upon request.
- (ii) Committee meetings should be held on the College premises, where possible, at times determined by mutual agreement between Chairperson and Co-Chairperson. Meetings should be normally scheduled during working hours. The location of meeting places may be changed by mutual agreement between Chairperson and Co-Chairperson.
- (iii) The Union and Management Co-Chairperson will, after discussion, determine the agenda in advance of each meeting.
- (iv) The Secretary shall prepare agendas, keep records of discussions, distribute copies to all parties concerned including the Office of the President and the Head Office of the Union.

- (v) The Secretary shall give at least seven (7) calendar days advance notice of time and place of meetings and provide copy of proposed agenda and minutes of previous meetings (if any) to members of the Committee and the Head Office of the President and Head Office of the Union.
- (vi) The minutes shall be signed by the Secretary and approved and initialled by the Chairperson and Co-Chairperson before distribution.
- (vii) Any material to be released or publicized by the Committee (other than to employees represented by the Committee) shall first be mutually agreed to by the Head Office of the College and the Union.
- (viii) By mutual agreement, the Committee may invite additional persons to attend meetings for the purpose of providing advice or information on a particular subject on the agenda, where required, or establish sub-committees where a subject requires in-depth study.
- (ix) Representatives on the Committee or invited guests shall be protected against any loss of regular pay by reasons of attendance at meetings. They will be considered to have the equivalent to Parliamentary immunity without fear that their individual relations with the College shall be affected by action taken by them in good faith in their representative capacity. In order to maintain a non-adversary climate, the names of the movers and seconders of motions will not be recorded in the minutes of the meeting.
- (x) Either party may have an observer to attend Committee meetings for educational or informational purposes. The intention of including observers is to expose as many people as possible to the Labour Management environment, so that observers should generally change each meeting. Observers shall not be considered part of the Committee.
- (xi) A quorum for meetings of the Committees shall consist of not less than fifty percent (50%) of the voting representative of Management and Union.
- (xii) In the absence of both Chairperson and Co-Chairperson, a meeting shall be automatically adjourned.
- (xiii) Minutes of each meeting of the Committee shall be prepared as promptly as possible after the close of the meeting and signed by both the Chairperson and Vice Chairperson. The Chairperson and Vice Chairperson should each receive two (2) copies of the minutes no later than ten (10) working days after the meeting of the Committee.

SCHEDULE “G”

THE CLASSIFICATION REVIEW AND APPEAL PROCESS

A. Definitions

1. “Appeal” means a request by an employee to the Classification Appeal Adjudicator to review specific factor allocations determined by the Classification & Organizational Design Division that they considers being incorrect.
2. “Adjudicator” refers to an individual who is appointed to the position of Classification Appeal Adjudicator of the Public Service Commission.
3. “Classification” means the identification of a position by reference to a classification title and pay range number.
4. “Classification Appeal Adjudicator” means the individual appointed to function in accordance with these procedures.
5. “Day” means a working day.
6. “Factor” means a compensable job element that applies to all jobs.
7. “Factor Rating” means the numerical value assigned to a factor.
8. “Permanent Head” means permanent head as defined below, or any official authorized by them to act on their 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 CEO and/or Executive Director.
9. “Review” means a re-appraisal or re-assessment of an employee's position classification by the Classification & Organizational Design Division of the Human Resource Secretariat upon request of an employee or the permanent head on behalf of an organization.
10. “Treasury Board” means Treasury Board as constituted pursuant to *The Financial Administration Act* as now or hereafter amended.
11. “Organization” means the Government of Newfoundland and Labrador, commission, agency, hospital or other entity mentioned in Section A.8.

B. Classification Review Process

1. The process of a classification review shall be available to an organization if the organization considers that a position has been improperly classified by the Classification & Organizational Design Division of the Treasury Board Secretariat.

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 & Organizational Design Division of the Treasury Board Secretariat.

2. A review 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. Organizations or employees who wish to have a position reviewed are able to do so by submitting a Position Description Questionnaire (PDQ) to the Classification & Organizational Design Division, Treasury Board Secretariat, Confederation Building, St. John's, A1B 4J6. Employees may use the Microsoft Word version of the [PDQ](#) or complete and submit the [PDQ online](#).

Information on access to the necessary documents can be found in the Treasury Board Secretariat's website <http://www.exec.gov.nl.ca/exec/tbs/newjobevaluation.html>

4. A request for review shall be regarded as closed:
 - when a decision is rendered thereon by the Classification & Organizational Design Division;
 - if the employee(s) requests in writing the withdrawal of the request for review;
 - in the event an employee is dismissed with cause. If the employee separates from the organization for a reason other than dismissal for cause, the employee may request the difference in pay as a result of an outstanding classification review but would not be entitled to a further review or appeal; or
 - if the permanent head, in the case of an organization request for review, requests in writing the withdrawal of the request for review.
5. All documents relating to a classification review shall be maintained by the Classification & Organizational Design Division. Copies of such classification review materials shall be provided to the Classification Appeal Adjudicator upon its request.

C. Classification Appeal Process

1. If an employee is dissatisfied with the decision of the Classification & Organizational Design Division, an appeal of the decision may be submitted to the Classification Appeal Adjudicator of the Public Service Commission. The request for an appeal must identify which factor(s) is/are being challenged and the associated rationale for each factor(s). The

appeal process is restricted to those factors identified as being challenged and sufficient reasoning provided.

2. All such appeals shall be submitted to the Classification Appeal Adjudicator in writing within a period of not more than fourteen (14) days after the receipt by an employee of notification of the Classification & Organizational Design Division's decision as above mentioned.
3. A classification appeal of specific factor(s) shall not be accepted by the Classification Appeal Adjudicator based on job content which differs from that reviewed by the Classification & Organizational Division. In such a case, the employee or group of employees shall first approach the Classification and Organizational Division seeking a further review on the basis of the new circumstances involved.
4. The Classification Appeal Adjudicator shall be an independent position created within the Public Service Commission.
5. The Classification Appeal Adjudicator is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures.
6. Changes in these procedures shall be recommended for approval only after co-ordination with the Public Service Commission, and the Treasury Board Secretariat.
7. The Classification Appeal Adjudicator may render decisions based on the information provided or may hold hearings if deemed necessary. The appellant may be required to appear at any time and in any place in the province deemed desirable.
8. The Classification Appeal Adjudicator shall only consider and rule upon the factors challenged by an individual employee, or group of employees having identical classifications, provided that such employee or group shall first have submitted their request in accordance with Section 3 of Part B and shall have been notified in writing of the Classification & Organizational Design Division's decision on the request.
9. The Classification Appeal Adjudicator has the right to refuse to receive or hear an appeal if it considers that the grounds on which the appeal was submitted are irrelevant or not in accordance with Sections 1 and 2 of Part B.
10. The employing organization concerned shall allow time off from regular duties to any employee who is required by the Classification Appeal Adjudicator to appear before them 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.
11. On receipt of an appeal from an employee or a group of employees, the Classification Appeal Adjudicator may request the Classification & Organizational Design Division to assemble all

pertinent information prepared as a result of the classification review, a copy of which will be provided to the appellant and the immediate supervisor by the Classification Appeal Adjudicator.

12. Where the appellant requires clarification on any point contained in the classification file or wishes to comment on any aspect of the classification file, they must file with the Classification Appeal Adjudicator within fourteen (14) days of receiving the file, a written statement including any supporting documentation which details their questions or comments.
13. A copy of the appellant's written statement and supporting documentation will be sent by the Classification Appeal Adjudicator, within three (3) days of receipt, to the Classification & Organizational Design Division who may respond or be requested to respond in writing within fourteen (14) days to the questions or observations raised by the appellant. Such response shall be forwarded by the Classification Appeal Adjudicator to the appellant within three (3) days of receipt. This cumulative documentation shall then constitute the entire appeal file to be considered by the Classification Appeal Adjudicator.
14. Where the Classification Appeal Adjudicator is satisfied that all relevant documentation is on file, it shall determine whether a hearing is warranted or if a decision can be rendered on the basis of the written documentation provided.
15. Where in the opinion of the Classification Appeal Adjudicator a group of appellants' position description questionnaires are sufficiently similar, have identical ratings and the appellants are employed in the same classification by the same organization, the Adjudicator may propose the consolidation of individual appeals to those appellants such that the appeals of individuals may be decided upon in a group appeal.
16. Where the Classification Appeal Adjudicator proposes a group review, the individual appellants must indicate their agreement with the group review in writing.
17. Where not all appellants agree to consolidation, the Classification Appeal Adjudicator will first decide on a consolidated basis the appeals of those appellants who are in agreement with consolidation. Those appellants not in agreement shall be provided an opportunity for individual review, as soon as practical following the determination of a consolidated appeal.
18. When the Classification Appeal Adjudicator renders a decision on those factors challenged on the basis of the written documentation, notification of such decision on those factors challenged shall be forwarded to the Classification & Organizational Design Division. The Classification & Organizational Design Division will notify and provide the necessary authority to the employing agency as well as provide a copy of the Classification Appeal Adjudicator's decision and the impact, if any, on the position to the appellant and their designate.

19. If a hearing is warranted, the appellant, a permanent head or management designate and a representative of Classification & Organizational Design Division may be requested to appear before the Classification Appeal Adjudicator.
20. Appellants are to be given two opportunities to postpone appeal hearings after which appeals will then be withdrawn by the Classification Appeal Adjudicator.
21. The hearing will be presided over by the Classification Appeal Adjudicator who will retain control over the conduct of the hearing and who will rule on the relevancy of any questions raised by any of the parties.
22. The Classification Appeal Adjudicator may adjourn the hearing and order the appearance of any person or party who, at the Classification Appeal Adjudicator's discretion, it deems necessary to appear to give information or to clarify any issue raised during the hearing.
23. Following the conclusion of the hearing, the Classification Appeal Adjudicator will deliberate on and consider all relevant evidence and supporting information. Within fifteen (15) working days of reaching a decision, the Classification Appeal Adjudicator shall inform the Classification & Organizational Design Division in writing over the signature of the Classification Appeal Adjudicator of their decision on those factors challenged and a detailed explanation of the rationale of any change from the Classification & Organizational Design Division's original determination. The Classification & Organizational Design Division will notify and provide the necessary authority to the employing agency as well as provide a copy of the Classification Appeal Adjudicator's decision and the impact, if any, on the position to the appellant and their designate.
24. The Classification Appeal Adjudicator is required to submit written reasons to the Classification & Organizational Design Division for those decisions that result in changes in the factors challenged.
25. The impacts of changes in ratings arising from decisions of the Classification Appeal Adjudicator shall be processed by the Classification & Organizational Design Division in accordance with the Human Resource Secretariat's compensation policies.
26. The decision of the Classification Appeal Adjudicator on an appeal is final and binding on the parties to the appeal.
27. An appeal shall be regarded as closed:
 - when a decision is rendered thereon by the Classification Appeal Adjudicator;
 - if the appellant requests in writing the withdrawal of the appeal;
 - in the event an employee is dismissed with cause; or
 - if the appellant postpones a hearing in accordance with Section 20 of Part C.

SCHEDULE “H”

A list of Employers covered as per Article 49, Clause 49.04(a):

- Departments of the Provincial Government
- The Newfoundland Medical Care Commission
- The C.A Pippy Park Commission
- Memorial University of Newfoundland
- Marine Institute
- Alcohol and Drug Dependency Commission
- Liquor Licensing Board
- Provincial Hospitals Boards
- Newfoundland Labrador Liquor Corporation
- Workplace Health, Safety and Compensation Commission
- Newfoundland and Labrador English School Board
- Conseil Scolaire Francophone

SCHEDULE “I”

AGREEMENTS (NAPE)

A list of Employers covered as per Article 49, Clause 49.04(b):

Hospital Support
Laboratory and X-Ray
Workplace NL
General Service
Group Homes
Marine Services
Air Services
School Boards
Student Assistants
MOS
Health Professionals
Newfoundland Labrador Liquor Corporation
Ushers
CNA (Support)
CNA (Faculty)

AGREEMENTS (CUPE)

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

SCHEDULE “J”

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

The online “Employee/Retiree Benefits” booklet contains a more detailed description of the benefits and the member’s responsibilities under 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. You may also refer to the Government website at http://www.exec.gov.nl.ca/exec/tbs/working_with_us/employee_benefits.html for further information.

BENEFITS

BASIC 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 \$1,000,000.

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 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 your dependents are insured under the plan, the insurance company will pay you \$10,000 in respect of your spouse and \$5,000 in respect of each insured dependent child. This applies to those employees with family health coverage only.

BASIC 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 or Loss of Use of:

- Life
- Sight of One Eye
- Speech
- One Arm
- One Leg
- One Hand
- One Foot

66 2/3% of Principal Sum for Loss of or Loss of Use of:

- Hearing in One Ear
- Thumb and Index Finger
- Four Fingers of One Hand

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

- All Toes of One Foot

200% of Principal Sum for Loss of Use:

- 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)

"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.

No benefits are paid for injury or death resulting from:

- suicide while sane or insane;
- intentionally self-inflicted injury or suicide;
- viral or bacterial infections, except pyogenic infections occurring through the injury from which loss is being claimed;
- any form of illness or physical or mental infirmity;
- medical or surgical treatment;
- service, including part-time or temporary service, in the armed forces of any country;
- war, insurrection or voluntary participation in a riot;
- air travel serving as a crew member, or in aircraft owned, leased or rented by your employer, or air travel where the aircraft is not licensed or the pilot is not certified to operate the aircraft.

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

Repatriation Benefit	Occupational Training Benefit	Identification Benefit
Wheelchair Benefit	Seat Belt Benefit	Funeral Expense Benefit
Education Benefit	Hospital Confinement Benefit	Workplace Modification Benefit
Weekly Benefit	Daycare Benefit	Family Transportation Benefit
Business Venture Benefit		

WAIVER OF PREMIUM PROVISION

If an insured member becomes totally disabled before age 65, the group life, dependent life, accidental death and dismemberment, voluntary accidental death and dismemberment, voluntary term life insurance, and critical illness may be continued to age 65 without payment of premiums. To have premiums waived, claims forms must be submitted with 10 months from date of disability and the employee must be totally disabled for at least 119 calendar days.

HEALTH INSURANCE BENEFITS FOR MEMBERS AND DEPENDENTS

Hospital Benefit

If you or any of your insured dependents are confined in a hospital coverage is provided at 100% to a covered maximum of \$85 per day.

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 dispensing fee plus any applicable surcharge over the ingredient cost. 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. The Government of Newfoundland and Labrador, through a consultation process with the insurer and drug experts, determines the drugs that are covered under the plan, and typically follows the recommendations of The Canadian Expert Drug Advisory Committee. There is no guarantee or obligation expressed or implied that all drugs recommended by physicians will be covered by the plan. Some drugs may require special authorization, details of the special authorization process are outlined in the online "Employee/Retiree Benefits" 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. Coverage is provided at 80% to a covered maximum of \$70.

- b) 100% of the maximum covered expense of \$150 for single vision lenses and frames, \$200 for bifocal lenses and frames and \$250 for trifocal and progressive adaptive lenses and frames every three calendar years. **For dependent children under age 18 expenses are eligible once in a calendar year provided there is a change in the strength of their prescription.** 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) 100% of the maximum covered expense of \$250 every two calendar years for the purchase of contact lenses when prescribed for severe corneal scarring, keratoconus or aphakia and if the cornea is impaired so that visual acuity cannot be improved to at least to 20/40 level in the better eye with eyeglasses.
- d) one pair of eyeglasses when prescribed by an Ophthalmologist following non-refractive eye surgery, to 100% 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, bifocal, trifocal or progressive adaptive lenses 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. 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, wheelchairs, braces, crutches, ambulance service, chiropractors, to name a few. Pre-authorization is required for the rental and/or purchase of all durable equipment and all Nursing Care/Home Care benefits. 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 online 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:

- Expenses private insurers are not permitted to cover by law
- Services or supplies for which a charge is made only because you have insurance coverage

- The portion of the expense for services or supplies that is payable by the government public health plan in your home province, whether or not you are actually covered under the government public health plan
- Any portion of services or supplies which you are entitled to receive, or for which you are entitled to a benefit or reimbursement, by law or under a plan that is legislated, funded, or administered in whole or in part by a provincial / federal government plan, without regard to whether coverage would have otherwise been available under this plan
- Services or supplies that do not represent reasonable treatment
- Services or supplies associated with:
 - treatment performed only for cosmetic purposes
 - recreation or sports rather than with other daily living activities
 - the diagnosis or treatment of infertility
 - contraception, other than contraceptive drugs and products containing a contraceptive drug
- Services or supplies associated with a covered service or supply, unless specifically listed as a covered service or supply or determined by Great-West Life to be a covered service or supply
- Extra medical supplies that are spares or alternates
- Services or supplies received out-of-province in Canada unless you are covered by the government health plan in your home province and Great-West Life would have paid benefits for the same services or supplies if they had been received in your home province
- Expenses arising from war, insurrection, or voluntary participation in a riot
- Chronic care
- Podiatric treatments for which a portion of the cost is payable under the Ontario Health Insurance Plan (OHIP). Benefits for these services are payable only after the maximum annual OHIP benefit has been paid
- Vision care services and supplies required by an employer as a condition of employment
- Prescription sunglasses and safety glasses

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 Group Travel Insurance is limited to a maximum of ninety (90) days per trip for travel within Canada. Coverage commences from the actual date of departure from your province of residence. Coverage under Group Travel Insurance is limited to thirty (30) days per trip for travel outside Canada. Coverage commences from the actual date of departure from Canada.

A person with an existing medical condition must be stable for 3 months prior to travelling. Stable means there has been no period of hospitalization, no increase or modification in treatment or prescribed medication, or no symptom for which a reasonably prudent person would consult a physician. Stable dosage does not apply to diabetics.

Additional coverage is available from Great-West Life 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 under the age of 65 and be a member of either the Public Service Pension Plan or the Uniformed Services Pension Plan. To be eligible for LTD benefits, claim forms must be submitted with 10 months from date of disability and the employee must be totally disabled for at least 119 calendar days.

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 they 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 of the same or opposite sex who has been publicly represented as your spouse for at least one year.

Dependent Children

- your or your spouse's unmarried, natural, adopted, foster or step-children, including a child of an unmarried minor dependent, who are:
 - (a) under 21 years of age and dependent upon you for support and maintenance;
 - or
 - (b) under 25 years of age and in full-time attendance at a university or similar institution and dependent upon you for support and maintenance; or
 - (c) age 21 or over who is incapacitated for a continuous period beginning before age 21 or while a full-time student and before age 25. A child is considered functionally impaired if they are incapable of supporting themselves due to a physical or psychiatric disorder.

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 permanent employees working a regular work week are required to participate on the first day of employment
- all part-time permanent employees working a minimum of 50% of the regular work week are required to participate from the first day of employment
- all full-time temporary employees, if hired for a period of more than three months, are required to participate from the first day of employment. Full-time temporary employees who are hired for a period of less than three months, who have their contract extended for an additional period of at least three months, are required to participate on the date of notification that their employment was extended.
- all contractual employees, if hired for a period of more than three months, are eligible from the first day of employment. Contractual employees who are hired for a period of less than three months, who have their contract extended for an additional period of at least three months, are eligible to participate on the date of notification that the contract was extended. Contractual employees are not eligible to participate beyond 31 days of their eligibility date.
- all regular seasonal employees are required to participate in the plan from their first day of active employment. During periods of lay-off, provided they do not work for another

employer during such lay-off, regular seasonal employees have the option to continue coverage provided the employer is duly notified prior to the commencement of the layoff. **Coverage will not continue unless a “Continuation of Coverage” form is completed, signed, and given to your Group Plan Administrator prior to you leave.**

- all casual employees working a minimum of 50% of the normal working hours for their job classification in the previous calendar year are required to participate in the following policy year (April 1 to March 31). Eligibility for casual employees is reviewed on an annual basis.
- 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. Optional Long Term Disability and Critical Illness will terminate. Basic Life and Basic AD&D coverage will be reduced on the first of the month following the date of retirement or age 65, whichever occurs first.
- for retirees, upon attainment of age 65, all basic life and optional life insurance policies terminate. At 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 and any insurable dependent children, who on the date of your death was insured under the plan, may have the option of continuing in the group insurance program.

EMPLOYEE AND RETIREE RESPONSIBILITY

You should note that you have responsibilities to fulfill. You are responsible for the following:

- For ensuring that you have applied for the coverage you wish to have for yourself on your enrolment forms and your dependents within the appropriate time frames.
- To change your coverage from single to family within the appropriate time frame. If the coverage is not changed within 31 days of acquiring your first eligible dependent an Evidence of Insurability on Dependents is required for approval.
- To add a spouse to this plan in the event that they lose coverage under another plan within a 31 day period following the loss of coverage to avoid having to provide medical evidence.
- For examining payroll deductions for each pay period for all group insurance benefits. Examples would include family versus single coverage and optional benefit premiums particularly when you have requested changes in coverage and at the annual renewal date when the premiums are adjusted. This will ensure accuracy and allow for corrections on a timely basis. Coverage details can be confirmed through pay stubs, your plan administrator,

employers online benefit statements (where available), and the insurance carrier (their website and their toll free number)

- For amending your coverage to delete any coverage you no longer require. Contributions which you have paid are not refundable if they were consistent with the application on file.
- For effecting conversion of the coverage eligible to be converted upon the earlier of termination of employment or at age 65.
- For accurately completing the necessary forms required for continuing benefits while on maternity leave, sick leave, special leave without pay, retirement, etc. It is extremely important these arrangements be made prior to commencing eligible leave. For continuation of group life and health insurance while on temporary lay-off or on unpaid leave you are responsible for the payment of the full premium amount (employer/employee contributions) and failure to remit will result in termination of coverage. You are also responsible for the payment of the full premium amount (employer/employee contributions) if you are a casual/hourly employee and you maintain benefits during a pay period when you have not worked and have not received pay. Failure to remit premiums will result in the termination of coverage.
- For providing appropriate claim information necessary to process LTD and/or Waiver of Premium claims as well as to ensure notice of claim/proof of claim where necessary has been provided within appropriate time frames as required under the contract.
- For providing appropriate medical information necessary to add a dependant as functionally impaired to continue their coverage beyond the age a dependant would otherwise terminate based on contract guidelines
- For completing the appropriate forms accurately, completely, and within applicable timeframes for such things as change of address, addition or deletion of a dependent, and other significant matters that can change or otherwise affect your coverage.
- To register coverage student dependents between age 21 and 25 at the beginning of each school year. Failure to do so may impact coverage.
- Reviewing the online employee benefit booklet, contacting the insurance carrier and/or your organization's plan administrator to ensure you have a sound knowledge of the benefits available, extent of coverage, eligibility criteria, exclusions, restrictions, medical underwriting requirements, conversion options, continuation of benefits, predeterminations and other important requirements of the program.
- Providing proof of the purchase of pension service that may reduce LTD premiums. Premiums will only be adjusted when the plan administrator has been notified and received verification despite the date the purchase may have occurred.

- For notifying your plan administrator if the deletion of an overage dependant requires a change in your premiums from family to single coverage.

SCHEDULE "K"

NUMBER OF WEEKS OF PAY IN LIEU OF NOTICE

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

SCHEDULE "L"



Labrador Benefits Agreement

Between

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

College of the North Atlantic

Labrador-Grenfell Regional Health Authority

Municipal Assessment Agency Inc.

Newfoundland and Labrador Housing Corporation

Newfoundland and Labrador School Boards Association

Newfoundland Liquor Corporation

And

Canadian Union of Public Employees

Newfoundland and Labrador Association of Public & Private Employees

Registered Nurses' Union Newfoundland and Labrador

Newfoundland and Labrador Teachers Association

Royal Newfoundland Constabulary Association

Signed: February 10, 2020

Expires: March 31, 2022

ARTICLE 1

SCOPE

- 1.1 This Agreement is applicable to all employees in Labrador whose Employers are signatory to this agreement, represented by the Canadian Union of Public Employees, the Newfoundland and Labrador Association of Public & Private Employees, the Registered Nurses' Union Newfoundland and Labrador, 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 the February 10, 2020, and shall remain in full force and effect until March 31, 2022. It shall be renewed thereafter through the normal process of collective bargaining utilized by each of the employee groups, or, with the consent of the parties, will be renewed through joint negotiations. At the request of either party negotiations shall commence six (6) months prior to the expiry date of this agreement.

ARTICLE 3

LABRADOR ALLOWANCE

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

	LABRADOR ALLOWANCE		
	DATE	SINGLE	DEPENDENT
GROUP 1	10-Feb-20	2939	5878
	1-Apr-20	2979	5918
	1-Apr-21	3019	5958
GROUP 2	10-Feb-20	3402	6793
	1-Apr-20	3442	6833
	1-Apr-21	3482	6873
GROUP 3	10-Feb-20	3558	7089
	1-Apr-20	3598	7129
	1-Apr-21	3638	7169

In the case of spouses who are both employed by Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, the total amount paid to both employees 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 their hours of work excluding overtime.

- *3.2 Labrador Benefits will be paid to employees for periods of maternity, parental and adoption leave.

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). The travel allowance shall be paid out during the pay period following April 15th at the rate in effect on April 15th of the year in which the allowance is to be paid.

TRAVEL ALLOWANCE			
	DATE	EMPLOYEE	DEPENDENT
GROUP 1	10-Feb-20	911	702
	1-Apr-20	950	702
GROUP 2	10-Feb-20	962	754
	1-Apr-20	1001	754
GROUP 3	10-Feb-20	1015	806
	1-Apr-20	1054	806

- *4.2 *(a) This allowance shall be paid to employees in the first pay period following April 15th of each year on a pro-rated basis in accordance with their hours of work in the previous twelve (12) month period, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents at March 31st of each year.
- *4.2 *(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 the employee's hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.

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

ARTICLE 5

LEAVE

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

ARTICLE 6

EXISTING GREATER BENEFITS

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

ARTICLE 7

DEFINITIONS

- 7.1 **Dependent** - for the purpose of this Agreement, dependent means a spouse, whether of the same or opposite gender, and children under eighteen (18) years of age, or twenty-four (24) years of age if the child is in full time attendance at a school or post-secondary institution or any child that remains in the direct care of the parent in the same household because the dependent is medically verified as disabled and under twenty-four (24) years of age.
- *7.2 **Spouse** – for the purpose of this agreement, spouse means a person to whom an employee is legally married or a person in a common law relationship with whom the employee has lived with for more than one (1) year.

SCHEDULE A

COMMUNITY GROUPING

The employee's community grouping shall be determined by the location of their headquarters.

GROUP 1

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

GROUP 2

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

GROUP 3

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

MEMORANDUM OF UNDERSTANDING

Re: Nurses Committee

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

MEMORANDUM OF UNDERSTANDING

Re: Labrador Benefits Agreement - Interpretation

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

- 1) Article 4.2(b) refers to employees who terminate employment, (i.e. are not on layoff status and do not have recall rights). These employees have their Travel Allowance paid out based on the hours worked in the current year and it shall be paid out at the rate in effect on the date employment is terminated.
- 2) For the purposes of Article 4.4 it is agreed that an employee may refuse to claim the employee benefit if it is to their benefit to have their spouse claim them as a dependant. Employees who exercise this option will not be entitled to any portion of the Employee Travel Allowance. It is incumbent on the employee to communicate this choice to their respective Employer(s).
- 3) Notwithstanding Schedule A, the following employee shall be entitled, on a without prejudice basis, to the rates applicable to Mud Lake as long as they remain within the employ of their current Employer and continue to permanently reside in Mud Lake:
Vyann Kerby, Health Labrador Corporation

This agreement is effective from April 1, 2013 and shall expire upon the renewal of the Labrador Benefits Agreement expiring March 31, 2016.

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

For example:

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

Earl Hann

Earl Hann
On behalf of the Unions

Lisa Curran

Lisa Curran
On Behalf of the Employers

Jan. 16, 2020

Date

February 10, 2020

Date

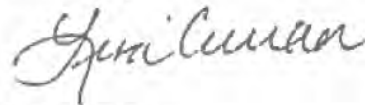
February 10, 2020

Mr. Steve Brooks
Executive Director
Newfoundland and Labrador
Teachers' Association
3 Kenmount Road
St. John's, NL A1B 1W1

Dear Mr. Brooks:

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

Yours truly,



Lisa Curran
Chief Negotiator
Collective Bargaining Division

Original letter dated December 20, 1999

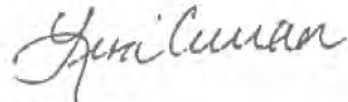
February 10, 2020

Mr. Jerry Earle
President
NAPE
330 Portugal Cove Place
St. John's, NL, A1B 3M9

Re: Labrador Benefits Allowance and Travel Allowance for School Board Student Assistants (NAPE) and School Board Support Staff (NAPE and CUPE)

Within three (3) months of the date of signing of the Labrador Benefits Agreements, officials from the Human Resource Secretariat (HRS) of the Government of Newfoundland and Labrador, the Newfoundland and Labrador English School District (NLESD) and Newfoundland and Labrador Association of Public and Private Employees (NAPE) will meet to discuss the application of the Labrador Benefit Allowance and the Travel Allowance for employees who work less than full time hours as outlined in the above respective collective agreements.

Yours truly,



Lisa Curran
Chief Negotiator
Collective Bargaining Division

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

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


Witness


President of Treasury Board

SIGNED on behalf of the College of the North Atlantic


Witness

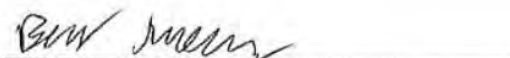

College of the North Atlantic
Bruce Hallett

SIGNED on behalf of Labrador-Grenfell Regional Health Authority


Witness


Labrador-Grenfell RHA

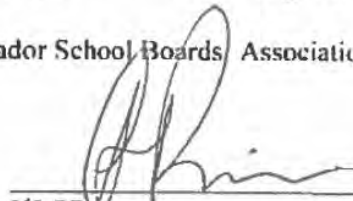
SIGNED on behalf of the Newfoundland and Labrador Housing Corporation


Witness


NLHC

SIGNED on behalf of the Newfoundland and Labrador School Boards Association


Witness


NLSBA

SIGNED on behalf of the Newfoundland Liquor Corporation



Witness




Newfoundland Liquor Corporation

SIGNED on behalf of the Municipal Assessment Agency



Witness



Municipal Assessment Agency

SIGNED on behalf of the Canadian Union of Public Employees

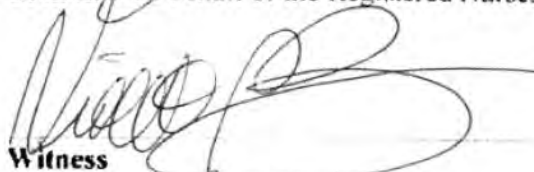


Witness



CUPE

SIGNED on behalf of the Registered Nurses' Union Newfoundland and Labrador

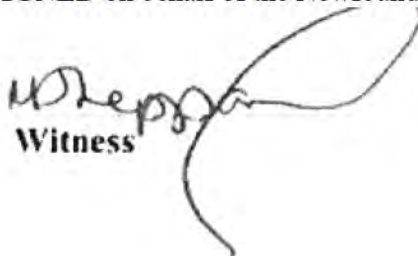


Witness

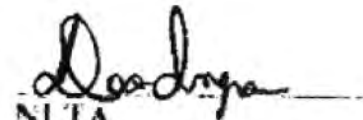


RNUNL

SIGNED on behalf of the Newfoundland and Labrador Teachers' Association



Witness



NLTA

SCHEDULE "M"

LIST OF CAMPUSES

**LIST OF CAMPUSES AND REGIONS
FOR BUMPING AND RECALL PURPOSES**

- | | |
|-----------------|---|
| Region 1 | 1) Labrador West Campus |
| | 2) Happy Valley-Goose Bay Campus |
| Region 2 | 3) Corner Brook Campus |
| | 4) St. Anthony Campus |
| Region 3 | 5) Bay St. George Campus (includes all Stephenville locations,
Stephenville Crossing, and College Headquarters*) |
| | 6) Port aux Basques Campus |
| Region 4 | 7) Grand Falls - Windsor Campus |
| | 8) Baie Verte Campus |
| | 9) Gander Campus |
| Region 5 | 10) Bonavista Campus |
| | 11) Clarenville Campus |
| | 12) Burin Campus |
| Region 6 | 13) Carbonear Campus |
| | 14) Placentia Campus |
| Region 7 | 15) St. John's Campus (includes all locations in St. John's) |
| | 16) Seal Cove Campus |

* Headquarters Employees that are located in locations other than Headquarters remain in the campus they are working in.

SCHEDULE "N"

COMPRESSED WORK WEEK

General

The College of the North Atlantic is committed to assisting employees balance their work lives and family commitments while maintaining the highest level of client service delivery. Compressed Work Week is an alternate working arrangement whereby flexibility in scheduling provides employees with time off for time worked according to an arranged schedule with the Employer.

Work Cycle

A compressed work week will be implemented only with the mutual consent of Administration (DA/ADA/Director) and the staff of the office. It will be adopted on an office-by-office basis, taking into consideration workloads, peak workload periods and nature of work in different office areas which lend themselves more appropriately to this type of compressed work week schedule. It is generally agreed that the time most suited to this activity is the period between January and June of each year. However, a Compressed Work Week may be set up at any time during the year. During the period of summer hours, time worked will be adjusted accordingly.

Individuals wishing to participate must agree to the following conditions, complete the Request for Compressed Work Week Arrangement form and submit to the appropriate Administrator.

Work Time

- (a) Employees' compressed work week schedule will be on a two-week cycle. This will involve working for nine (9) working days with additional time and having the tenth day as a "compressed day" or a day off.

Options:

1. Employees work an extra 45 minutes per day for eight days and an extra hour for one day.
 2. Other appropriate arrangement approved by the respective College Administrator that satisfies operational requirements and meets established guidelines.
- (b) If an employee is on leave for three (3) consecutive working days they must then opt out of the compressed schedule for the remainder of the cycle. Any earned time accumulated will be considered as leave in lieu.
- (c) If an employee is on leave for two (2) consecutive days or less, any compressed time missed must be worked before taking the tenth day as compressed. This also applies to annual leave and/or statutory holidays. The make-up time will be determined in consultation with the employee's Administrator.

- (d) Employees who participate in the Compressed Work Week should complete the Compressed Work Week Time Sheet to submit to the appropriate administrator for signature on the ninth day of work. An employee cannot take the compressed day off (tenth day) without the form being signed.
- (e) Employees must work (i.e. earn) their time to be eligible for the scheduled compressed day off. The employee is required to discuss any missed time with their DA/ADA/Director.
- (f) A compressed work schedule cannot be worked during coffee and/or lunch breaks.
- (g) It is understood that hours of work will result in productive use of staff member's time while maintaining quality service to our clients.
- (h) The Employer is not to incur any additional cost as a result of implementation of a compressed work week.
- (i) Administration has the authority to cancel this alternate work arrangement at any time due to changes in operational requirements or for non-adherence to the agreement.
- (j) If employees attend a workshop, training, union business, etc., they shall have been deemed to have worked their compressed schedule.

Compressed Days Off

- (a) Compressed days off cannot be accumulated. On a two week schedule (cycle), an employee must take the tenth day as a day off. An employee's scheduled compressed day will remain the same for every cycle. Some flexibility may be possible upon consultation with DA/ADA/Director.
- (b) In circumstances where an employee is required by their Employer to work, the employee will take an alternate compressed day off within five (5) working days of the regularly scheduled compressed day.
- (c) When an employee's compressed day falls on a statutory holiday, the compressed day will be taken on the next working day.
- (d) If an employee is sick on their compressed day, the employee can change that day to sick leave provided that the employee submits a medical certificate. The compressed day should be used within five (5) working days from the scheduled compressed day on consultation with the DA/ADA/Director.

Buddy System (Where applicable)

- (a) In certain offices, it will be necessary for each employee to select a "buddy". The role of a "buddy" is to cover duties when one of the "buddies" is on their compressed day. The employee is responsible for ensuring that all foreseeable office duties have been covered and are not normally the responsibility of the "buddy".
- (b) If an employee is on annual leave when they are expected to fill in for a buddy, the employee must ensure that another buddy is found. The Administrator must be notified.
- (c) It is the responsibility of each employee to organize workload and schedule appointments to ensure that their buddy is not overburdened.
- (d) When an employee who is participating in compressed schedule chooses to opt out before the end of a cycle and a new buddy is not immediately available, the person choosing to leave must agree to continue buddy duties until the end of the block or until a new buddy can be found.

COMPRESSED WORK WEEK TIME SHEET			
Employee's Name:			
Date	Start Time	Finish Time	Time Earned
Overall Total Time Earned:		Hours	Minutes
Day off Earned:			
Comments:			
_____ Employee		_____ Administrator	
Date			

REQUEST FOR COMPRESSED WORK WEEK ARRANGEMENT

College of the North Atlantic

I, _____, wish to participate in a Compressed Work Week arrangement subject to the following conditions:

- < The hours worked for each 2-week cycle must total 70 hours for a normal work week.
- < Once the compressed work week schedule is established, it remains in effect for the period specified.
- < This arrangement is provided to employees according to the position they currently occupies. Should their position change, then the compressed work week option must be re-negotiated. It is understood that this type of change may result in the compressed work week option becoming unavailable.
- < An employee must work the time necessary to be granted time off in a compressed work week. An employee does not earn time off while on leave of any type.
- < An employee will not lose credited time off when their scheduled time off falls on a holiday.

Understanding these conditions and agreeing to adhere to them, I wish to establish the following work schedule:

Option 1:

9 days bi-weekly: (8 days @7 hours, 45 minutes per day and 1 day @ 8 hours)

Hours of work - 8 days: from _____ a.m. to _____ p.m. Lunch Break: from _____ To

Hours of work - 1 day: from _____ a.m. to _____ p.m. Lunch Break: from _____ To

Option 2:

Other appropriate arrangement as approved by Administrator which satisfies operational requirements and meets established guidelines. (Please attach a copy of your working schedule under this option.)

The above work schedule will be in effect from _____, 2001, to _____, 2001.

It is understood that failure to adhere to the above arrangements will result in immediate revocation of all compressed work week privileges and a return to normal working hours.

Signed: _____
(Employee)

(Date)

Signed: _____
(DA/ADA/Director)

(Date)

SCHEDULE "O"

DEFERRED SALARY LEAVE

Policy Statement

Employees may avail of a deferred salary leave plan, designed to help plan and finance a leave of absence for periods of 6 - 12 months.

Application

This policy applies to all employees.

Definitions

<i>Deferral Period</i>	the period of time during which participating employees defer a portion of their salary
<i>Leave Period</i>	the period of time, immediately following the deferral period, during which participating employees are on a leave of absence from work
<i>Taxation year</i>	based on the January 1 to December 31 calendar year

Responsibilities

College of the North Atlantic

It is the responsibility of individual departments to:

- ensure that employee participation in the Deferred Salary Leave Plan will not adversely affect operational requirements;
- review employee requests and approve requests where feasible.

Employee

It is the responsibility of employees to:

- review the Deferred Salary Leave Plan options and understand the implications of participation;
- ensure that they are financially able to participate in the Plan.

Enrolment

Employees wishing to participate in the Plan must make written application to the President, providing as much advance notice as possible.

The President may approve employees' requests based on the operational requirements of the department during the employees anticipated absence.

Employees will be notified, within three months of their request, of their approval to participate in the Plan.

Approved requests will be sent to the Comptroller who shall administer the Plan. Once the approved request is received the employee will be placed on the deferred salary payroll.

Administration

The minimum leave period is 6 months, except where an employee is attending a designated educational institution on a full time basis; in this case the minimum period of leave is 3 months. The maximum period of leave is 12 consecutive months, starting immediately after the deferral period.

The period over which an employee may defer salary may not exceed 6 years.

The Employee can defer a maximum of 33 1/3% of their gross salary in a taxation year.

The following table presents examples of calculations for Plan participation:

Plan Option	Percentage of Salary Deferred	Deferral Period	Leave Period	% of Normal Salary During Plan
1 over 1.5 years	33 1/3%	1 year	2 nd year (6 mos.)	66 2/3%
2 over 3 years	33 1/3%	2 years	3 rd year	66 2/3%
3 over 4 years	25%	3 years	4 th year	75%
4 over 5 years	20%	4 years	5 th year	80%
5 over 6 years	16 2/3%	5 years	6 th year	83 1/3%
6 over 7 years	14%	6 years	7 th year	86%

Over the period of Plan participation, an employee's salary plus the percentage of salary deferred must equal 100% of the employee's pre-plan salary.

The percentage of gross salary to be received by the employee is fixed for the deferral period and the leave period.

The deferred portion of an employee's salary will be deposited into an account with a financial institution selected by the College to manage the plan. This account accrues interest which must be paid to the employee at the end of each calendar year. This interest is considered to be income from employment, and is therefore subject to income tax for the year in which it was earned. The interest rate, on the deferred portion of an employee's salary will be the rate of interest set by the financial institution.

For taxation purposes Canada Customs and Revenue Agency 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.

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, an employee's gross annual salary 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 employee's tax return will reflect that portion of salary actually received in the taxation year.

The interest earned on the deferred portion of an employee's salary 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 Collective Agreement.

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 will be credited 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. The leave period, however, will not be considered a break in service.

Employees may purchase their deferred salary leave periods for pension credits on return to work.

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;
- lay-off, termination or resignation.

Employees who wish to withdraw from the Plan must inform the President in writing outlining the reasons for the request. The President will then forward this information to the Comptroller who will review the case and decide if it meets the criteria for withdrawal.

Employees who are permitted to withdraw from the Plan will receive a refund of their contributions plus the accrued interest on the contributions. Refunds will be made within 90 days of the approval to withdraw from the Plan.

The lump sum payment refunded to an employee is subject to Canada Pension Plan contribution. The CPP contribution would be based on the gross amount of the payment using the employee contribution rate for the year in which the withdrawal occurs.

Unless specifically requested by the employee, the Comptroller will apply the lump sum income tax rate to the refund amount.

Returning From Leave

Employees returning from the Deferred Salary Leave Plan 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 paid prior to going on leave.

Benefits/Deductions	Benefits During the Deferral Period	Benefits 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
Canada Pension Plan	payable on the portion of salary actually received	payable on the portion of salary actually received
Dental Insurance	participation optional employee pays full cost of premium	participation optional employee pays full cost of premium
Group Life Insurance/ Health Insurance	coverage and premiums will be based on normal gross salary and not salary received employer cost sharing will continue	coverage continuation is optional employee is required to pay full cost of premiums while on leave.
Income Tax	payable on the portion of salary actually received	payable on the portion of salary actually received
Long Term Disability Insurance	coverage and premiums will be based on normal gross salary and not salary received	no coverage available
Paid 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
Pay Increments	normal application	step progression delayed by the length of the leave period
Provincial Pension	contribution will be based on normal gross salary, not salary received	no pension payments will be deducted during the leave period

Benefits/Deductions	Benefits During the Deferral Period	Benefits During the Leave Period
Sick Leave	normal accrual rates apply	no accrual during leave period sick leave will not be paid during leave period
Unemployment Insurance	payable on normal gross salary	no deductions are taken as there are no insurable earnings during the leave period
Union Dues	payable on the portion of salary actually received	payable on the portion of salary actually received
Voluntary Accident Insurance	participation optional employee pays full cost of premium	participation optional employee pays full cost of premium

SCHEDULE "P"

BUMPING TRIBUNAL - TERMS OF REFERENCE

1. (a) The Tribunal is Chaired by an Officer of the Public Service Commission with a single representative for each of the Employer and the Bargaining Unit.
 - (b) The Chair is responsible for the scheduling, location and protocol of the hearings.
 - (c) All parties agree that the process, the hearings and the deliberations of the Tribunal shall be guided by the essential principles of *fairness*.
 - (d) Cases should be presented in an order agreed to by the parties - to be consistent with relevant provisions of the Collective Agreement: (eg) senior employee - junior position; wherever reasonable, single grievances should proceed multiple grievances filed by an individual; some priority should be afforded to those employees currently on lay-off status; in cases of multiple grievances, where a grievance is upheld, all other grievances by that employee will be withdrawn.
 - (e) Employees who occupy positions that are the target of a bumping action will **not** have standing at the hearings. The process is to be one of *exploration*, by both parties, into the merits of each case prior to proceeding to arbitration.
2. (a) Hearings are to be on a Without prejudice basis. The decisions of the Tribunal will be rendered as bench decisions only. There will be no written record. Considerations of the Tribunal which result in decisions which are not unanimous, and which proceed to arbitration, will not be presented into evidence.
 - (b) The decisions of the Tribunal must be unanimous to have effect. The Tribunal will consider the merits of each case and exercise its own judgement. Unanimous decisions of the Tribunal are binding on each party and are not subject to any further grievance action. An effort will be made to reach unanimous agreement in each case. Grievances not unanimously resolved by the Tribunal will revert back to the parties for further action.
 - (c) While Tribunal decisions will not be tabled in writing, and will not be presented in evidence in any subsequent arbitration, either party may consult with members of the Tribunal and seek clarification of the rationale for the dissension. It is recognized that this information may influence a decision to proceed to arbitration.
3. **Procedure**
 - (a) Each party, first the Union and then the Employer, is to have 30 minutes to present its arguments to the Tribunal - this time allocation includes the calling of witnesses.

- (b) It is recognized that some cases will require less than 30 minutes and that a *strict* 30 minutes deadline should not be rigidly imposed on discussions which may lead to satisfactory resolution to the dispute.
- (c) It is anticipated that each party will make a brief opening statement/presentation followed by a period for rebuttal. Parties are directed to focus discussions on the merits of the case at hand. The Tribunal will make every effort to create a receptive tone in the hearings. The Tribunal will intervene if either party engages in aggressive or confrontational behaviour. Members of the Tribunal will be afforded time to clarify points after the discussion between the parties have been concluded.
- (d) It is anticipated that the calling of witnesses will be limited. The Union may wish to call the grievor, the Employer may call the Operational Manager who made the decision to refuse the bump. *It is important that the grievor be afforded full opportunity to be heard.*
- (e) In all cases, the Tribunal will adjourn immediately after arguments have been presented. The Tribunal will render its decision following the hearing of arguments, and its own deliberations, on each grievance

SCHEDULE "Q"

GUIDELINES FOR JOB SHARING

Definition

Job sharing denotes an arrangement whereby two (2) employees share the duties and responsibilities of one (1) permanent full-time position.

Eligibility

- (a) Any permanent full-time employee covered under the Support Staff Collective Agreement may apply to participate in a job sharing arrangement for a period of up to one (1) year.
- (b) Written application must be made to the Employer at least three (3) months prior to the start of the job sharing arrangement. A copy of the application will also be sent to the Union.
- (c) Approval of individual request to participate in a job sharing arrangement shall rest solely with the president. A request for job sharing shall not be reasonably denied.
- (d) Any job sharing arrangement shall not cost the Employer any more than having one (1) full-time employee (excluding associated administrative cost)

Administration

- (a) The Employer shall consult with the employee on the selection of job sharing partner.

Where self-identification of another bargaining unit member is not possible, then an internal or public competition may be held. In any case, both partners in a job sharing arrangement must be qualified and able to do the job to be aware of all ongoing projects and task.

- (b) Persons hired to share a position with a full-time employee shall be employed on a temporary basis. Where a permanent full-time employee vacates a position to enter into a job sharing arrangement, the employee will still be considered to still occupy the vacated position for purposes of layoff, recall, bumping and redundancy.
- (c) The work schedule of a job shared position shall be determined through a process of consultation between the job sharers and the supervisor of the position to ensure a fair and equitable distribution of the task. The onus rest with the employees to ensure that they communicate on a regular basis as the Employer will not pay for an additional overlapping time the two (2) employees must spend together to accomplish this task.

- (d) Each employee applying for a job sharing arrangement shall agree to work a specified portion of a full-time position. The sum of the portions of a full-time position worked by each employee in such an arrangement shall not exceed one hundred percent (100%) of a full-time position.

Termination

- (a) If the Employer or one of the job sharers finds the job sharing arrangement unsatisfactory, either party may terminate the arrangement before the expiry date giving two (2) weeks' notice in writing.
- (b) When the job sharing position expires, the permanent full-time employee(s) shall return to their previous full-time position(s) within the workplace.
- (c) If a temporary employee leaves a job sharing position before the end of the agreed time period, the permanent full-time employee shall have the opportunity;
 - (i) To continue job sharing if a suitable replacement can be found: or
 - (ii) To return to a full-time basis in the position.
- (d) If a job sharing arrangement between a permanent and temporary employee ends because the permanent full-time employee leaves, the job will be considered a vacancy.

Benefits

The applicable annual salary and benefits (excluding pensions) of each job sharing employee shall be pro-rated according to the portion of the full-time position each employee works. Job sharing employees are eligible to participate in the government pension plan in accordance with appropriate Pension Legislation and should discuss this arrangement with the Pensions Division of the Department of Finance to determine the short and long term implications this arrangement could have on their pensions.

March 31, 2018

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

Dear Mr. King:

RE: Christmas Break for Employees of CNA

This will confirm the undertaking of the College with respect to the provision of a Christmas break for Support Staff employees during the Christmas periods.

The College agrees that, subject to (a) and (b) below, employees will not be scheduled to work during the period from 12:00 noon on December 24 to December 31 of each year, inclusive. The College shall reschedule the working time which falls within this period by scheduling an additional one-half (2) hour working time at the beginning of the number of consecutive working days that are necessary to make up this time during the period after September 1, but prior to the beginning of the Christmas break.

- (a) This Christmas break shall not apply to Security Guards and Power Engineers who shall be required to work as usual during this period.
- (b) The Employer reserves the right to designate certain departments or operations which shall be staffed during the Christmas break. In these cases, the Employer may designate certain employees as being required to work.
- (c) Issues related to operational requirements and whether the majority of Bargaining Unit employees wish to avail of the Christmas Break provision shall be considered at the Local level through the Labour Management process.
- (d) This letter does not prevent any other alternate arrangement which is mutually agreed between the Employer and employee(s).

Yours truly,



Lisa Curran
Chief Negotiator

March 31, 2018

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

Dear Mr. King:

RE: Proclamation of New Holiday by Provincial Government

Further to the understanding reached during negotiations for a revised Collective Agreement between your Association (representing Support Staff at the College) and the College of the North Atlantic, this will confirm the intent of the College should a new or special holiday be proclaimed by the Provincial Government.

Should such a holiday be proclaimed by the Provincial Government, and it is observed by Government and other public service employees, the College agrees that employees covered by this Agreement will also receive the benefit of this holiday.

Yours truly,



Lisa Curran
Chief Negotiator

March 31, 2018

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

Dear Mr. King:

RE: Emergency Supplies

This will confirm the verbal understanding reached during negotiations for a revised Collective Agreement between your Association and College of the North Atlantic concerning employees who may become snowbound at the College during a state of emergency.

The College agrees to provide an emergency food supply in such situations for employees who are not able to leave the College after their scheduled hours of work.

Yours truly,

A handwritten signature in black ink, appearing to read "Lisa Curran". The signature is written in a cursive, flowing style.

Lisa Curran
Chief Negotiator

March 31, 2018

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

Dear Mr. King:

**RE: Definition of Day
Letter re Family Leave, Union Leave, Bereavement Leave**

For the purpose of Article 27, Family Leave, Article 20, Union Leave and Article 21, Bereavement Leave, a day as defined in these Clauses shall be the day that the employee would have been working on the date for which the leave is requested.

For example, if the employee would have been working an eight (8) hour shift, this shall be one (1) day. If the employee would have been working a twelve (12) hour shift, this shall be one (1) day and if the employee would have been working a four (4) hour shift, this shall be one (1) day.

For employees working twelve (12) hour shifts, the current practice regarding annual leave, sick leave and payment for working on statutory holidays will continue.

Yours truly,



Lisa Curran
Chief Negotiator

March 31, 2018

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

Dear Mr. King:

RE: Article 18 - Travel and Transportation Allowance

The parties agree that the rates contained within Article 18 - Travel and Transportation Allowance shall be in accordance with those rates set by Treasury Board in accordance with the Joint Committee on Travel on Employer's Business.

Yours truly,

A handwritten signature in black ink, appearing to read "Lisa Curran". The signature is fluid and cursive, written over a light grey rectangular background.

Lisa Curran
Chief Negotiator

March 31, 2018

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

Dear Mr. King:

RE: Market Adjustment

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

Yours truly,

A handwritten signature in black ink that reads "Lisa Curran". The signature is written in a cursive, flowing style.

Lisa Curran
Chief Negotiator

March 31, 2018

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

Dear Mr. King:

RE: Bargaining Unit Inclusions/Exclusions

The Employer and the Union agree to establish a Committee consisting of two (2) representatives from the Employer and two (2) representatives from the Union for the purpose of determining the positions to be included in or excluded from the bargaining unit. This Committee shall be established immediately upon signing of the Collective Agreement and the review shall be completed within six (6) months of signing.

Upon completion of the review, if the parties cannot agree upon the exclusion of any specific position, the matter will be immediately referred to the Labour Relations Board for adjudication.

Yours truly,



Lisa Curran
Chief Negotiator

March 31, 2018

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

Dear Mr. King:

RE: Outstanding Grievances

The Employer and the Union will meet within three (3) months of the signing of the collective agreement for the purpose of resolving outstanding grievances.

Yours truly,

A handwritten signature in black ink that reads "Lisa Curran". The signature is written in a cursive, flowing style.

Lisa Curran
Chief Negotiator

March 31, 2018

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

Dear Mr. King:

Re: Split Shifts

Notwithstanding Article 14.04, the parties agree to the continuation of the scheduling of split shifts in Bay St. George campus, for employees working less than full time hours in the Food Service Worker classification, but with a minimum shift of three (3) consecutive hours. This LOU shall only apply to those employees working in this classification and any future replacements hired for these positions.

Yours truly,

A handwritten signature in cursive script that reads "Lisa Curran".

Lisa Curran
Chief Negotiator

March 31, 2018

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

Dear Mr. King:

RE: Article 37.02 Loss of Seniority

Article 37.02(f) shall apply to all employees, including employee(s) holding a temporary position outside the bargaining unit prior to the signing of this Collective Agreement. The twenty-five (25) months in any thirty-six (36) month period, for those employees currently outside the bargaining unit, shall start upon the date of signing of the Collective Agreement.

Yours truly,

A handwritten signature in cursive script that reads "Lisa Curran".

Lisa Curran
Chief Negotiator

March 31, 2018

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

Dear Mr. King:

RE: Sick Leave Committee

The parties agree to the establishment of a committee composed of an equal number of union and Government representatives (to a maximum of 8 committee members in total) to explore sick leave utilization of the unionized workforce throughout the public service of Newfoundland Labrador and to make non-binding recommendations to NAPE and Government.

The terms of reference for the committee shall be determined within ninety (90) days of signing of the collective agreement”.

Yours truly,

A handwritten signature in black ink that reads "Lisa Curran". The signature is written in a cursive, flowing style.

Lisa Curran
Chief Negotiator

March 31, 2018

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

Dear Mr. King:

RE: Classification Review and Appeal Procedure under Schedule "G"

The parties agree that the Classification Review and Appeal Procedure in Schedule "G" will form part of the collective agreement. However, the decision of the Adjudicator is binding on both parties and is not subject to the grievance or arbitration process.

Yours truly,



Lisa Curran
Chief Negotiator

Letter of Understanding
Re: Other Post-Employment Benefits (“OPEB”) Eligibility

The parties hereby confirm and acknowledge:

1. Former employees who are deferred pensioners within the meaning of the *Other Post-Employment Benefits Modification Act*, S.N.L. 2014 c.O-9 (the “Act”) shall, as of the coming into force of the Act, only be entitled to OPEB in accordance with the Act.
2. Current employees as of the date of signing of the collective agreement who retire not later than December 31, 2019, with a minimum of five (5) years’ pensionable service shall qualify for OPEB.
3. Current employees as of the date of signing of the collective agreement who retire after December 31, 2019, shall qualify for OPEB only where such employees are:
 - a. Pension eligible;
 - b. Have a minimum of ten (10) years’ pensionable service; and
 - c. Retire and commence receipt of a pension immediately on ceasing active employment in the public service.
4. Employees who are hired subsequent to the date of signing of the collective agreement (“Newly Hired Employees”), shall qualify for OPEB only where such employees are:
 - a. Pension eligible;
 - b. Have a minimum of fifteen (15) years’ pensionable service; and
 - c. Retire and commence receipt of a pension immediately on ceasing active employment in the public service.
5. Former employees who are rehired following loss of seniority subsequent to the date of signing of the collective agreement shall be considered to be Newly Hired Employees for the purpose of this Letter of Understanding.
6. Notwithstanding clause 5 above:
 - a. Employees with service prior to the date of signing of the collective agreement who are hired subsequent to the date of signing of the collective agreement who retain portability of benefits under the collective agreement; or
 - b. Employees with service prior to the date of signing of the Collective Agreement who are employed outside the bargaining unit in the public service and are re-employed in a NAPE Public Service bargaining unit position subsequent to the date of signing of the Collective Agreement without a break in service in the Public Service shall not be considered to be Newly Hired Employees for the purpose of the this Letter of Understanding.

For the purposes of this clause the definition of public service shall be limited to those employers covered by one of the following NAPE collective agreements:

NAPE LX
NAPE HP
NAPE HS
NAPE Group Homes
NAPE School Boards
NAPE (CNA Faculty)
NAPE (CNA Support)
NAPE Workplace NL
NAPE NLC
NAPE MOS
NAPE Student Assistants
NAPE Air Services
NAPE Marine Services
NAPE Ushers
NAPE General Service

7. Employees who do not meet the criteria noted in clauses 2, 3 or 4 above shall not be entitled to OPEB on ceasing active employment in the public service.
8. Employees who become entitled to OPEB pursuant to clauses 2 or 3 above shall pay 50% of the premiums of the plan and the employer shall pay 50%.
- *9. Newly Hired Employees who become entitled to OPEB pursuant to clause 4 above shall pay premiums of the plan on the basis of their date of hire as follows:
 - a) employees hired up to March 31, 2020 shall pay 50% of the premiums of the plan and the employer shall pay 50%; and
 - b) employees hired subsequent to March 31, 2020 shall pay 60% of the premiums of the plan and the employer shall pay 40%.
- *10. Former employees who are rehired subsequent to March 31, 2020 and who become entitled to OPEB pursuant to clause 4 above shall be required to pay premiums in accordance with clause 9b) above.
11. This Letter of Understanding, made pursuant to s.3(2) of the Act, shall prevail where any term herein conflicts with a provision of the collective agreement, one of its Schedules, Letters or Memoranda of Agreement, including, without limitation, any practice, settlement of dispute, agreement or arbitration award arising from events prior to the coming into force of the Act.
12. Nothing in this Letter of Understanding shall have the effect of waiving or negating, in whole or in part, any requirement, procedural or substantive, under a Group Health and Life Insurance program or policy sponsored by the employer, e.g., the filing of continuation or other required forms, provision of proof of insurability, etc....

13. This Letter of Understanding may be executed in any number of counterparts, each of which will be considered an original of same, and which together will constitute one and the same instrument. A facsimile signature or an otherwise electronically reproduced signature of any party shall be deemed to be an original.

April 1, 2020

Mr. Trevor King
Secretary/Treasurer
Newfoundland and Labrador Association
of Public and Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

Re: Joint Trusteeship for Group Insurance

The parties agree to establish a committee to assess the potential viability of establishing a joint trust arrangement for managing group insurance programs.

The committee will be established by December 31, 2020 and will conclude its work by December 31, 2021.

Yours truly,



Lisa Curran
Chief Negotiator

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Letter of Commitment re: Other Post-Employment Benefits (“OPEB”)**

The parties recognize the mounting liabilities associated with the Other Post-Employment Benefits (OPEBs), and the resulting potential impact to the future sustainability of the Group Insurance Plan. Therefore, NAPE agrees to engage in a joint collaborative process with the Employer and other interested stakeholders to meet within ninety (90) days of the signing of the Collective Agreement to address those challenges with the Employer and find solutions to ensure the long-term sustainability of benefit plan.

Sincerely,



Amy Collins
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Recruitment and Retention**

The Parties agree to establish a committee, with an equal number of representatives from the Employer and Union, within one hundred and twenty (120) days of signing the agreement in an effort to identify issues with recruitment and retention in all NAPE bargaining units.

Sincerely,



Amy Collins
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Remote Work/Telework**

The parties recognize the benefits of access to E-Work arrangements for Employees and Employers. The parties also recognize the value in conducting a review of the current policies and practices regarding e-work arrangements within the Government, Agencies, Boards and Commissions and Regional Health Authorities.

Within six (6) months of signing the Collective Agreement, the Employer will complete a review of the current E-work arrangements policy to determine necessary updates. The Employer will consult with the Union regarding the details of the review and provide opportunity for feedback via that consultation. The review will include but not be limited to: eligibility and operational requirements, defined hours of work, work performance requirements and evaluation, remote supervision and employee health and safety, equipment, termination of agreement and any other terms as agreed by the parties.

Current e-work arrangements will remain in place subject to the above referenced review.

Sincerely,



Amy Collins
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Statutory Holiday Replacement**

Each year, an employee shall be entitled to designate replacement statutory holiday(s) that are days of cultural or religious significance to the employee in place of any or all of the statutory holidays outlined in the collective agreement. The Employer will endeavor to accommodate such requests and such requests shall not be unreasonably denied.

For the purposes of this letter, cultural or religious significance shall be defined as: *A day in which a religious observation is held or a day that celebrates the culture of a particular nation, people, or other social group.*

The Employee shall inform the Employer of their choice(s), in writing, prior to November 15 in the calendar year before the new designations take effect. Such notice shall state clearly which statutory holiday(s) the employee is replacing and which day(s) of cultural or religious significance, including the dates on which they occur, that they are designating in the stead of the replaced statutory holiday(s).

Where the specific date(s) of cultural or religious significance are not yet confirmed on or before November 15th in the calendar year before the new designations take effect, the Employee will notify the Employer of the day(s) of significance and will provide date(s) as soon as they become available. The Employer will endeavor to accommodate such requests received after November 15th in the calendar year before the new designations take effect, subject to operational requirements and availability of replacement staff. Requests will not be unreasonably be denied.

Such statutory holiday replacement, once designated, will not be amendable for the applicable calendar year. The Employer will grant the newly designated holiday(s) as paid day(s) off. Once designated per the above process, the newly named holiday(s) shall be the day(s) to which all rights which are normally associated with the specific statutory holiday being replaced are now applied:

- (a) The newly designated holiday days will attract all benefits of the collective agreement as if that day were the actual statutory holiday that they are designated to replace.

- (b) The replaced statutory holiday(s) will become a regular day, whether it be a workday or a day of rest, and will not attract any additional benefit previously attributable to it as a statutory holiday: all such benefits will have transferred to the designated replacement day(s).
- (c) Where the Employer does not provide service on a day described under (b) above, and where the employee is scheduled to work on that day of the week, the Employer will make reasonable efforts to provide meaningful work to the employee on that day.
- (d) Where the employer is unable to provide meaningful work on that day, the employee may access vacation, banked overtime, or other like paid banks to cover the missed day of work.

Sincerely,

A handwritten signature in blue ink that reads "Amy Collins". The signature is written in a cursive, flowing style.

Amy Collins
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Health Insurance**

The parties agree to apply the *Memorandum of Understanding - 2004 Health Insurance for employees* to participate in the group insurance program as it relates to “temporary” employees as follows:

- Employees who qualify to enroll in the group insurance program based on hours worked in the previous calendar year and, subsequent to meeting the eligibility criteria, change employment status or move to a position with an authorized period of employment of less than 3 months.
- Employees who gain eligibility in a temporary or temporary call-in position is to retain eligibility regardless of a change in position.

Eligibility for “temporary” employees will remain subject to the annual hours required to maintain their eligibility for future years.

Sincerely,



Amy Collins
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Job Evaluation System**

The parties shall form a Committee, within one hundred and twenty (120) days of contract signing, of equal representatives of NAPE and Government officials in an effort to explore opportunities to improve upon the JES.

Sincerely,



Amy Collins
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Public Health Emergency**

The Employer recognizes that public health emergencies may have an impact on overall government operations and service delivery, individual employees, and the residents of Newfoundland and Labrador.

The Employer further recognizes that not all public health emergencies will require the same emergency response requirements and/or public health directives and will require an evaluation of such response based on the nature of the emergency. Notwithstanding the foregoing, general principles will apply to impacted employees in the event of a public health emergency.

1) Self-Isolation

Employees directed by their Employer or Public Health – Department of Health and Community Services to self-isolate, and who are asymptomatic of a public health illness may (where applicable - this may be dependent on vaccination or other considerations deemed appropriate by the Employer) be placed on special leave with pay for the hours in which they are unable to report to work up to a **maximum of seventy- five (75) hours per year**. Employees who work less than full time hours will receive the benefit on a pro-rata basis. Temporary call-in employees who are not prescheduled, will be permitted to take special leave with pay on shifts they would have received in normal circumstances (compared to next junior temporary call-in).

Employees will not be required to provide medical documentation for this period of hours, unless there is sufficient reason on the part of the Employer to request such documentation.

All other absences require employees to utilize their leave entitlements until they return to work.

2) Remote Work

Employees may be required to work remotely where the capability exists and it is operationally feasible. Special leave with pay shall only be utilized in instances where remote work is not an option.

3) Use of Sick Leave

Employees who exhibit symptoms of a public health illness and who cannot work remotely, are required to use their sick leave entitlement until they return to work. Functional Abilities Information related to accommodation requests, extensions, illness unrelated to the current public health emergency, use of long-term sick leave and attendance support planning may still be required.

4) Re-Deployment

The Parties recognize that the Employer may be required to redeploy human resources to ensure adequate and safe staffing levels, and such re-deployment shall be done in consultation with the Union.

The parties further agree to enter into agreements as necessary to address other issues arising from a public health emergency that may not be covered by this letter.

Sincerely,

A handwritten signature in blue ink that reads "Amy Collins". The signature is written in a cursive style.

Amy Collins
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Travel on Employer's Business – Business Insurance**

As per Article 18 relating to travel on Employer's business, upon submission of a receipt, reimbursement of the difference in cost between personal and business insurance for those employees who are required, as a condition of employment, to have access to an automobile for use on government business.

In the event that there is a discrepancy between this letter and Article 18, the conditions outlined in this letter prevail.

Sincerely,



Amy Collins
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King
Secretary/Treasurer
NAPE
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. King:

***Re: Severance Pay**

Effective March 31, 2018, there shall be no further accumulation of service for severance pay purposes.

Employees who qualified for and elected to defer the payment of severance pay beyond March 31, 2018 cannot extend beyond the end of the period of employment and the redemption value shall be frozen as of March 31, 2018, for both accumulated service and weekly salary.

Sincerely,



Amy Collins
Director of Collective Bargaining

MEMORANDUM OF UNDERSTANDING

APPLICATION OF MASTER AGREEMENT LANGUAGE

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

#16 Labour Force Adjustment and Productivity Council

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

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

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

#28 Pension Credit and Group Insurance

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

MEMORANDUM OF UNDERSTANDING

RE: Security Guards Work Schedule - Region 7

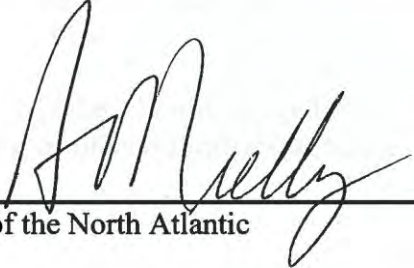
Security Guards will work on the twelve (12) hour work schedule, as outlined below, for the duration of this Agreement. All hours worked in accordance with this schedule shall be at straight time rates.

This work schedule may be changed at any time by mutual agreement between the parties.

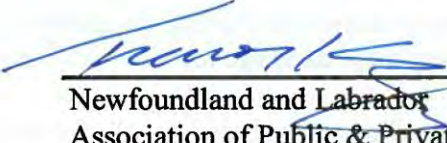
SCHEDULE ON FILE WITH THE PARTIES

MEMORANDUM OF UNDERSTANDING
PROFESSIONAL DEVELOPMENT FOR SUPPORT STAFF

The Employer and the Union agree to address Professional Development for support staff in accordance with the provisions of the Memorandum of Agreement negotiated to address this issue.



College of the North Atlantic



Newfoundland and Labrador
Association of Public & Private Employees

MEMORANDUM OF UNDERSTANDING - 2004
AGREEMENT ON PENSIONS

The Parties agree to the following:

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. This memorandum of agreement will not take effect unless all participants, The Newfoundland and Labrador Association of Public and Private Employees, The Canadian Union of Public Employees, The Newfoundland and Labrador Nurses' Union, The Association of Allied Health Professionals, The Canadian Merchant Service Guild, The International Brotherhood of Electrical Workers and Her Majesty the Queen in Right of Newfoundland (represented by the Treasury Board) agree to its terms.
4. 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.
5. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship by April 1, 2008.
All reasonable costs of the Committee relating to professional, legal and support services shall be paid from the Pension Fund.
6. All unions representing Public Service Pension Plan members must indicate, in writing, acceptance of this proposal.
7. 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 - 2004
CLASSIFICATION PLAN

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

MEMORANDUM OF UNDERSTANDING - 2004
HEALTH INSURANCE

There is agreement to extend the benefits of the current group health and insurance plan to temporary employees effective April 1, 2002. The eligibility criteria at that time 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 1st of each year will determine eligibility, continued enrollment or termination of coverage under these programs. Should an employee terminate employment, all coverages under the programs terminate the date of termination.
- For the purpose of determining group life insurance coverage, the amount will be based upon twice their annual salary, subject to a minimum amount of \$10,000.
- Employees determined to be eligible by the Employer for coverage under these group programs, based on the number of hours worked in the previous year, will not be required to produce evidence of insurability as enrollment is mandatory and a condition of employment.

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

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

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

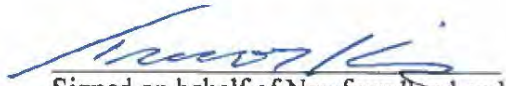
This wording reflects amendments to the eligibility guidelines only as complete terms and policy conditions are set out in actual contracts on file with Government of Newfoundland and Labrador, the policyholder.

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
PUBLIC PRIVATE PARTNERSHIP (P3)
JOB SECURITY

Notwithstanding any Article or provision of the Collective Agreement, and for the duration of this Collective Agreement, where the Government of Newfoundland and Labrador is building a new structure to expand on an existing service, or replacing or expanding an existing structure, through the utilization of the Public Private Partnership (P3) Model, and Newfoundland and Labrador Association of Public and Private Employees (NAPE) is the recognized bargaining agent, the Employer recognizes the Union as the sole and exclusive bargaining agent. Work that is currently performed by bargaining unit members in the existing structure shall also be performed by bargaining unit members in the new structure, with the exception of building infrastructure maintenance.


Signed on behalf of Newfoundland and
Labrador Association of Public and
Private Employees

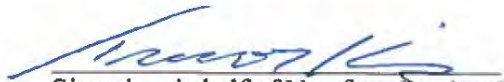

Signed on behalf of Treasury Board
Secretariat

November 1, 2022
Date

November 1, 2022
Date

***MEMORANDUM OF UNDERSTANDING
ATTRITION**

The Employer will, where necessary, and for the duration of this Collective Agreement, utilize a strategy of attrition where positions are vacated. The Union shall be provided the details of any attrition strategy the Employer intends to implement. Where positions are vacated through retirement, resignation, termination for cause or otherwise, and the Employer determines that it will not replace or fill the position(s), these position(s) will be identified to the Union on a quarterly basis.


Signed on behalf of Newfoundland and
Labrador Association of Public and
Private Employees


Signed on behalf of Treasury Board
Secretariat

November 1, 2022
Date

November 1, 2022
Date

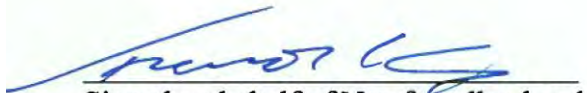
MEMORANDUM OF UNDERSTANDING
POSTING OF PERMANENT POSITIONS


The Employer shall, within ninety (90) days of signing of the Collective Agreement, post the following permanent positions. See list below:

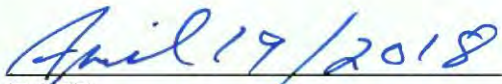
Position/Classification	Position #	Campus	Position Status	Action
Clerk Typist III	10168	BON	permanent	post permanent
Administrative Officer I	10016	BSG	permanent	post permanent
Clerk IV	10113	BSG	permanent	post permanent
Clerk Typist III	11050	BSG	permanent	post permanent
Security Guard	10984	BSG	permanent	post permanent
Administrative Officer I	10020	CAR	permanent	post permanent
Clerk Typist III	10176	CLA	permanent	post permanent
Computer Support Technician	10225	CLA	permanent	post permanent
Computer Support Technician	10226	CLA	permanent	post permanent
Accountant I	10002	HQ	permanent	post permanent
Accounting Clerk II	10007	HQ	permanent	post permanent
Accounting Clerk II	10011	HQ	permanent	post permanent
Clerk Typist III	10127	HQ	permanent	post permanent
Student Development Officer	11032	HQ	permanent	post permanent
WPEO I	12018	HQ	permanent	post permanent
Payroll Clerk II	10966	HQ	permanent	post permanent
Payroll Clerk II	11418	HQ	permanent	post permanent
Payroll Clerk II	12037	HQ	permanent	post permanent
Payroll Clerk II	10964	HQ	permanent	post permanent
Payroll Clerk II	10965	HQ	permanent	post permanent
Accountant I	10001	HQ	permanent	post permanent
Publications Officer	10022	HQ	permanent	post permanent
Librarian II	10904	LW	permanent	post permanent
Clerk IV	10185	PPD	permanent	post permanent
Clerk Typist III	10189	PPD	permanent	post permanent
Clerk Typist III	10137	PPD	permanent	post permanent
WPEO I	11053	PPD	permanent	post permanent
Clerk Typist III	10181	PPD	permanent	post permanent
Clerk IV	10121	PPD	permanent	post permanent
Security Guard (2 positions)	101987/12088	PPD	permanent	post permanent
Clerk III	11697	PPD	permanent	post permanent
Clerk Typist III	11046	PPD	permanent	post permanent
Clerk Typist III	10182	PPD	permanent	post permanent
WPEO I (2 positions)	11053/11054	PPD	permanent	post permanent
Trades Worker II	13436	PPD	permanent	post permanent
Student Development Officer	11031	RR	permanent	post permanent
Clerk Typist III	10191	RR	permanent	post permanent
Clerk IV	10138	RR	permanent	post permanent
Departmental Program Coordinator	10125	RR	permanent	post permanent

The Employer further commits to meet with the union within 60 days of the effective date of the collective agreement, to review other positions being filled on a temporary basis and where no permanent employee retains rights to that position.

The Union shall be provided with a listing of all permanent positions to be posted.


Signed on behalf of Newfoundland and
Labrador Association of Public and
Private Employees


Signed on behalf of Human Resource
Secretariat


DATE


DATE

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

General

1. The purpose of this Memorandum of Agreement (MOA) is to provide a mechanism for the periodic adjustment of the kilometer rate(s) contained in applicable collective agreements for employees who are either required to provide a vehicle as a condition of employment or who may be authorized to use a personal vehicle on Employer's business.
2. The terms of this MOA shall be applicable to employees who are members of a bargaining unit covered by a collective agreement listed in Schedule 'A'.
3. *Adjustments shall be calculated by the Treasury Board Secretariat and posted to the Human Resource Policies section of the Government of Newfoundland and Labrador website: <https://www.gov.nl.ca/exec/tbs/working-with-us/policies>. Should there be any dispute as to the calculated rate; the rate established by the Treasury Board 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.
$$(\textit{'fuel price' on October 1, 2005} - \$0.794) \times 0.10 = \textit{km rate adjustment}$$

[km rate adjustment is added to the 'base kilometer rate']
 - *b) Kilometer rates shall be rounded to two decimal places after the dollar (\$0.00).
8. Adjustment Dates (Monthly Adjustments)

Effective July 1, 2022, the kilometer rate shall be adjusted, based on the 'Adjustment

Formula', on a monthly basis on the first day of each month.

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.

$$(\text{'fuel price' on 'adjustment date'} - \$0.794) \times 0.10 = \text{km rate adjustment}$$

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

- b) Kilometer rates shall be rounded to two decimal places after the dollar (\$0.00).

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 July 1, 2022, 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.