

NAPE

COLLECTIVE AGREEMENT

between

**NEWFOUNDLAND AND LABRADOR SAFETY COUNCIL INC.
OPERATING AS SAFETY NL**

and

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

EFFECTIVE: April 1, 2017 - March 31, 2025

THIS AGREEMENT made this 17 day of November, Anno Domini, Two Thousand and Twenty-Two;

BETWEEN:

**NEWFOUNDLAND AND LABRADOR SAFETY COUNCIL INC.
(SAFETY NL)**

of the one part;

AND

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

of the other part;

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

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ARTICLE 1 PREAMBLE

1:01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the 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.

1:02 In the event that there is a conflict between the context of this Agreement and any regulations or policies made by the Employer, this Agreement shall take precedence over the said regulations or policy.

1:03 Effect of Legislation

Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or any proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may re-open the pertinent parts of the Agreement so that the portion thus invalidated may be amended as required by law.

ARTICLE 2 MANAGEMENT/EMPLOYEE RIGHTS

2:01 Management Rights

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

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

2:02 Employee Rights

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

ARTICLE 3 DEFINITIONS

3:01 For the purpose of this Agreement:

- (a) "Classification" means the identification of a position by reference to a class title.
- (b) "Safety Council" means the Newfoundland and Labrador Safety Council operating under the trade name of Safety Services Newfoundland Labrador.
- (c) "Day of Rest" means a calendar day on which the 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.
- (d) "Day" means a working day unless otherwise stipulated in the Agreement.
- (e) "Demotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from their existing classification to a classification carrying a lower pay rate.
- (f) "Employee" or "employees" where used is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit. Whenever the masculine is used in this Agreement, it shall refer equally to the feminine.

- (g) "Employer" means the Safety Services of Newfoundland and Labrador as defined in (b) above.
- (h) "President" means the President and CEO of the Safety Services of Newfoundland and Labrador or their designated representative.
- (i) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours and ending at 2400 hours on a calendar day designated as a holiday in this Agreement.
- (j) "Layoff" means the period of time when an employee is absent from work without pay as a result of a lack of work or the abolition of a post.
- (k) "Leave of absence" means absence from duty with the permission of the Employer.
- (l) "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 or in which an employee is absent on special leave with pay.
- (m) "Notice" means notice in writing which is hand delivered or delivered by registered or certified mail.
- (n) "Overtime" means work performed by an employee in excess of their regular hours per day or per week.
- (o) "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.
- (p) "Permanent or indeterminate employee" means a person who has completed the probationary period and who is employed on a full time or part-time basis and who is hired without reference to any specified date of termination of service.

- (q) "Probationary employee" means a person who is employed but who has worked less than the prescribed probationary period.
- (r) "Probationary period" means a period of six (6) months from the date of employment.
- (s) "Promotion" means an action which causes the movement of an employee from their existing classification to a classification giving a higher pay rate.
- (t) "Reclassification" means any change in the current classification of an existing position.
- (u) "Schedule" means a listing in writing and posted in a place accessible to all employees.
- (v) "Seasonal employee" means an employee whose services are of a seasonal and recurring nature and includes employees who are subject to periodic re-assignment to various positions because of the nature of their work.
- (w) "Contractual employee" means a person hired for a specific project for a specific period of time and under specific conditions or terms of employment which may or may not coincide with the terms of this Collective Agreement.
- (x) "Week" means a period of seven (7) consecutive calendar days beginning at 0001 hours Sunday morning and ending at 2400 hours on the following Saturday night.
- (y) "Year" means a calendar year or a period of twelve (12) consecutive months as the context may require.
- (z) "Vacancy" means an opening in a permanent, seasonal or temporary position which is in excess of twenty (20) weeks duration.
- (aa) "Temporary employee" means a person who is employed on a full time or a part-time basis for a

specific period or for the purpose of performing specific work and who may be laid off at the end of such period or following the completion of such work. Such employees will be given the date of layoff in writing and if any extension is necessary, the new layoff date will also be in writing.

ARTICLE 4 RECOGNITION

4:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for the classes as outlined in the Certification Order issued by the Labour Relations Board of the Province of Newfoundland on October 29th, 1986, and including any subsequent amendments issued by the Board.

4:02 Management and excluded personnel shall not work on any jobs which are included in the bargaining unit except for the purpose of instructing, experimenting or reviewing an employee's performance, in the case of emergencies, when regular employees are not available or where the performance of bargaining unit work usually forms part of the duties of a non-bargaining unit position.

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

When new classifications are developed, the Employer will immediately notify the Union, in writing, as to whether such classifications should be included in the bargaining unit.

In the event that the Parties are unable to agree on the inclusion/exclusion of the classification/position in the bargaining unit, the matter will be referred to the Labour Relations Board for adjudication.

4:03 No Other Agreements

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 Agreement, however, nothing in this Clause shall prevent the Employer and an

employee from making arrangements which are mutually beneficial to the parties and are not prejudicial to the signatories to this Agreement. No arrangements made under this provision shall be considered precedent setting.

4:04 No Discrimination - Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination with respect to any employee by reason of age, race, colour, sex, marital status, political or religious affiliation, physical handicap or their membership in the Union.

4:05 Shop Stewards

In the interest of maintaining a harmonious relationship between the Employer, its employees and the Union, both parties to this Agreement recognize the value and rights of the Shop Stewards and Local President.

4:06 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the site to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

- 4:07
- (a) Employees shall have the right at any time to have the assistance of a full time representative of the Union on all matters relating to Employer/employee relationships. Union representative(s) shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances, shall not absent themselves from work except with permission from their Supervisor and such permission will not be unreasonably withheld.
 - (b) Permission to hold meetings on the premises shall, in each case, be obtained from the Employer and such meetings shall not interfere with the operations of the Employer.

ARTICLE 5 UNION SECURITY

- 5:01 (a) All employees who are members of the Union at the time of signing of this Agreement shall remain members during the term of this Agreement, provided they continue to occupy a bargaining unit position.
- (b) All employees hired after the signing of this Agreement, other than students, or casual employees replacing regular employees on leave of absence for a period of less than twenty (20) days and contractual employees, shall, from the date of hire, become and remain members of the Union, provided they continue to occupy a bargaining unit position.
- 5:02 Upon employment, an employee will be provided with information concerning:
- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment; and where copies of the Collective Agreement have been provided to the Employer by the Union, the employee will receive a copy.
- 5:03 Where a Shop Steward is available, the employee will be introduced to him as soon as possible.
- 5:04 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-half (1/2) hour during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership. Such interviews shall be arranged by the Employer for a time suitable to the parties concerned.

ARTICLE 6 CHECKOFF

- 6:01 The Employer shall deduct from the salary and wages of all employees within the bargaining unit, the amount of membership dues of the Union and forward same once a month 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;
- (c) additions and deletions since previous list.

6:02 T-4 Slips

The Employer agrees that when issuing T-4 slips, the amount of membership dues and local fees paid by an employee to the Union during the current year will be recorded on their T-4 statement.

6:03 The Union shall inform the Employer in writing of all authorized deductions to be made relating to Union dues.

ARTICLE 7 CORRESPONDENCE

7:01 All correspondence between the parties arising out of this Agreement or the administration thereof, shall pass to and from the President and CEO of the Employer, and any other person designated by the President, and the President of the Union, and any person designated on his behalf, with a copy to the Local President.

ARTICLE 8 GRIEVANCE PROCEDURE

Notwithstanding anything else in this Agreement, any employee shall have the right to discuss any complaint or other matter with the President.

8.01 Definition of Grievance

- (a) A grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.
- (b) Should a dispute arise between the Union and the Employer regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable or

not, or an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute.

8:02 Shop Stewards

The Employer acknowledges the right of the Union to appoint or elect two (2) Shop Stewards from within the bargaining unit.

8:03 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize them.

8:04 Permission to Leave Work

It is agreed that Shop Stewards will not handle or process grievances on the Employer's time without first obtaining permission of the President and such permission will not be unreasonably withheld.

8:05 Policy Grievance

Where a dispute arises involving a question of general application or interpretation of this Agreement, the Union may initiate a grievance and such grievance shall commence at Step 2.

8:06 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meeting.

8:07 Settling of Grievances

Step 1

The aggrieved employee shall, within five (5) working days after becoming aware of the occurrence giving rise to the grievance together with their Shop Steward, discuss the grievance with their Supervisor in an effort to resolve the problem. The Supervisor shall give their answer orally within three (3) days.

Step 2

Failing satisfactory settlement of the grievance by the above procedure, the employee may, within five (5) days, with the assistance of their Shop Steward, reduce the grievance to writing and submit it to their Supervisor who shall reply in writing within five (5) days.

Step 3

Failing a satisfactory settlement of the grievance, the Shop Steward may, within five (5) days, submit the grievance in writing to the President who shall meet with the employee and the Steward and may declare their decision in writing within fifteen (15) days of receipt of the grievance.

Step 4

Failing settlement at Step 3, the Union may, by giving notice in writing within fifteen (15) days of receipt of the President's decision, declare its intention to refer the grievance to arbitration.

8:08

Technical Objections to Grievances

No grievance shall be defeated, denied or lost by a technical objection occasioned by a clerical, typographical or similar technical error by either party.

8:09

Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 30:01 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

8:10

May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended or subject to disciplinary action, shall be entitled to a hearing under this Article. Steps One (1) and Two (2) of the Grievance Procedure may be omitted in cases of suspension or discharge.

8:11 Time Limits

Notwithstanding any other provisions of this Article, time limits fixed by this Article shall be considered mandatory. Failure to meet same by the Union shall be fatal to the grievance. If the Employer fails to meet the time limits so fixed by this Article, then the grievance shall be deemed to be upheld and the redress sought implemented.

8:12 Retroactive Settlements

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

ARTICLE 9 ARBITRATION

9:01 Notification of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered or certified mail addressed to the other party to the Agreement. The request shall include a suggested name to act as sole arbitrator in the dispute, or in the case of a Board, the party's nominee.

9:02 Failure to Agree

Should they not be able to select an Arbitrator within fourteen (14) calendar days, then either party may apply to the Minister of Labour to appoint the Arbitrator. No person who has any pecuniary interest in the matter referred to the Arbitrator 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 the Arbitrator.

9:03 Arbitration

The Arbitrator shall determine their own procedure but shall give full opportunity to all parties to present evidence and make representations. In their attempts at justice, the

Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. They shall hear and determine the difference or allegation and render a decision within thirty (30) days from the time of appointment.

9:04 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on all parties, insofar as that is consistent with the law, and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions, however, the Arbitrator shall have the power to dispose of a grievance by any arrangement which they deem just and equitable.

9:05 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision which they shall do within ten (10) days.

9:06 Expenses of the Arbitrator

Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator, but in the case of a Board, each party shall also be responsible for the fees and expenses of their nominee.

9:07 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedures may be extended by mutual agreement, in writing, between the parties, provided the extension is requested prior to the expiration of the stated time limits.

9:08 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee concerned as witness and any other witnesses. Employees appearing as witnesses shall be considered on paid leave, with no loss of wages or benefits provided that such

employees would have been scheduled to work during such period.

9:09 Notwithstanding any other provision of this Article, each party retains the right to demand an Arbitration Board in the case of dismissal, and the parties may mutually agree to a Board in any other case.

9:10 Discharge Arbitration

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

9:11 Criminal or Legal Liability

The Employer shall pay all legal fees for any action initiated against an employee by virtue of the performance of their employment duties. If, however, action is taken as a result of negligence or wilful misconduct on the part of the employee, all legal costs and fees become the responsibility of the employee.

ARTICLE 10 LABOUR MANAGEMENT COMMITTEE

10:01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union from the bargaining unit and two (2) representatives of the Employer. The numbers may be reduced by mutual agreement between the parties. The Employer shall be duly notified in writing as to the names of the Union representatives selected.

10:02 Meetings of Committee

The Committee shall meet at least once each month at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent.

Employees shall not suffer any loss of pay for time spent with this Committee. Notwithstanding the foregoing, no meeting shall be held if an agenda has not been established at least forty-eight (48) hours prior to the scheduled time of the meeting.

10:03 Chairman of the Meeting

The meetings of the Committee shall be chaired by the Employer's representative and the Vice Chairman will be selected by the Union.

10:04 Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared by the Chairman and shall be signed and co-signed by the Chairman and Vice Chairman respectively. The Chairman and Vice Chairman shall each receive four (4) copies of the minutes within three (3) days following the meeting.

10:05 Jurisdiction of Committee

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 11 STATE OF EMERGENCY

- 11:01 (a) All employees are required to report for duty as scheduled.
- (b) When an employee, through no fault of their own, is unable to report for work because of a declared state of emergency, such employee shall suffer no loss of pay or other benefits, nor shall they be required to make up, in any way, for the time lost due to not reporting for work. The foregoing shall apply to travel time.

- (c) Notwithstanding Clause 11:01 (a) above, the Employer reserves the right to close down or reduce staffing levels in any department, in which event employees so affected will not be required to report for duty and shall be paid in accordance with Clause 11:01 (b) above.
- (d) In the event that the offices and/or operations are shut down due to adverse weather, employees will be sent home and employees so affected will suffer no loss in pay or other benefits.
- (e) An employee who is required to work during a closure as outlined in (d) above or a State of Emergency, shall be paid at the rate of double (2) time for all hours worked.

ARTICLE 12 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

12:01 (a) The probationary period shall be six (6) calendar months for all employees.

(b) Disciplinary Procedure

An employee who is disciplined, other than by oral warning, discharged or suspended shall be provided with written notification within three (3) days of the Employer becoming aware of the incident. Such written notification shall state the reason for discipline, discharge or suspension. If this procedure is not followed, the discipline, discharge or suspension shall be null and void.

12:02 Removal of Disciplinary Documents

Any record of discipline shall be disregarded and subsequently removed from the personal file of the employee, at the employee's request, after the expiration of twelve (12) months provided there has not been a recurrence of the same or similar incident during that period.

12:03 Personal File

There shall be one (1) recognized personal file which shall contain all evaluations, adverse reports and records of disciplinary action which shall be located at the Safety Council office under the exclusive control of the President or their duly authorized representative.

12:04 Request to Examine Personal File

An employee may request at any reasonable time to view their own personal file with a representative of the Union if the employee so desires. The request shall be made to the President and the file shall be examined in the presence of the President or their duly authorized representative. Copies of any materials contained in the personal file will be supplied upon request.

12:05 Should an incident arise in which a charge of misconduct is laid against an employee and should the employee be suspended pending the outcome of an investigation, such suspension shall be with pay. Should the investigation by the Employer find no cause for discipline, the employee shall be restored to his position without loss of pay or benefits.

ARTICLE 13 SENIORITY

13:01 Seniority Defined

Subject to Clause 13:04, seniority is defined as length of service within the bargaining unit, excluding overtime.

- (a) For the purpose of this Clause, seniority shall date from the last date of hire and will be determined by the number of hours of work performed for the Employer.
- (b) Periods of approved temporary leave of absence will not constitute a break in seniority but such periods shall not be deemed to be service.
- (c) The Employer undertakes to make every reasonable effort to assure an equitable distribution of working

hours among Traffic Safety Instructors based on the ability, availability and seniority of these employees.

13:02 Seniority List

The Employer shall maintain a seniority list showing the classification of each employee, the date upon which the employee's service commenced and the employee's total seniority as defined in 13:01. Seniority lists shall be updated and provided to the Union and each employee in January of each year. For the purpose of this Clause, an employee, upon layoff, will be provided with an up-to-date seniority list.

13:03 Probation for Newly Hired Employees

Employees hired after the signing of this Agreement shall be on a probationary basis in accordance with Clause 12:01 of this Agreement. During their probationary period, such employees shall be entitled to all benefits and rights of this Agreement. It is understood that probationary employees may be terminated due to unsuitability or incompetence during their probationary period without access to the Grievance Procedure.

13:04 Loss of Seniority

An employee shall lose their seniority in the event that:

- (a) they are discharged for just cause and such discharge is not overturned through the Grievance and Arbitration process;
- (b) they resign in writing;
- (c) they are absent from work in excess of five (5) working days without the approval of the Employer or without sufficient cause;
- (d) they fail to return to work within five (5) working days following a layoff and after being notified by registered mail to do so, except when such failure is caused by sickness verified by a doctor's certificate or by other just cause. It shall be the responsibility of

the employee to keep the President informed, in writing, of their current address.

- (e) they are laid off or on leave without pay for a period longer than eighteen (18) months;

13:05 Transfer Outside the Bargaining Unit

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

An employee permanently transferred outside the bargaining unit shall lose all seniority in the bargaining unit.

- 13:06 (a) An employee shall have the right to refuse recall without loss of seniority to a worksite outside their headquarters area.
- (b) Employees shall have the right to refuse recall into a lower paying position or a position with less hours than their own without loss of seniority.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14:01 Job Postings

When a vacancy occurs or a new position is created either inside or outside the bargaining unit, the Employer shall post a notice of the position in accessible places in the Employer's premises for a period of not less than seven (7) calendar days. Copies of all postings are to be supplied concurrently to the Local President.

14:02 Information on Posting

For vacancies or new positions inside the bargaining unit, such notices shall contain the following information: title of position, qualifications, required knowledge and education, skills, wage or salary rate or range and whether shift work could be involved. Such qualifications may not be

established in an arbitrary or discriminatory manner. All job postings shall state, "This position is open to male and female applicants".

14:03 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service.

Therefore, when a vacancy in an established position within the bargaining unit is to be filled, or when a new position is created within the bargaining unit, employees who apply for the position on promotion or transfer and who meet the required standards both in qualifications and ability as set out and assessed by the Employer, will be given preference for the position on a seniority basis.

14:04 Trial Period

The successful applicant shall assume their new duties on a trial basis for one (1) month. The Employer shall confirm the employee's appointment after the trial period of one (1) month unless the Employer deems the employee's service unsatisfactory. 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 without loss of seniority. Likewise, any other employee promoted or transferred because of the successful applicant's promotion, shall be returned to their former position, wage or salary rate without loss of seniority.

14:05 Notification of Successful Applicant

Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant with a copy to the Local President.

14:06 Procedure for Filling Vacancies

- (a) No position shall be filled from outside the bargaining unit until the application of present employees have been fully processed.
- (b) Where, in the Employer's opinion, a temporary position is expected to exceed a period of twenty (20) continuous weeks or where a position exceeds twenty (20) continuous weeks, such position shall be posted in accordance with Clause 14:01.

ARTICLE 15 LAYOFF AND RECALL

15:01 Role of Seniority in Layoffs

- (a) Both parties recognize that job security shall increase in proportion to length of service, therefore, for the purpose of layoff and recall, seniority shall be exercised in the following manner:
 - (i) Permanent employees will be able to displace junior permanent, seasonal, part-time or temporary employees.
 - (ii) Seasonal employees will be able to displace junior seasonal, temporary or part-time employees.
 - (iii) Part-time employees will be able to displace junior part-time or temporary employees.
 - (iv) Temporary employees will be able to displace junior temporary employees.

15:02 Recall Procedure

Subject to Clause 15:01, employees shall be recalled in order of seniority provided that those employees being recalled are qualified to perform the work required. Recall notifications shall be in writing and shall be delivered to laid off employees either by personal service, registered mail or by certified mail.

15:03 No New Employees

No new employees shall be hired until those laid off who still have seniority rights under Article 13 have been given an opportunity of recall, provided that those eligible for recall have sufficient qualifications to perform the work required.

15:04 Layoff and Recall

Except where legislation is more favourable to an employee, the Employer shall notify employees who are to be laid off as indicated in Clause 15:04 (i) and Clause 15:04 (ii). If, through no fault of their own, the employee is not provided an opportunity to work the days of notice as provided in this Clause, they shall be paid wages or salary, exclusive of overtime, that they would have earned during the notice period.

- (i) Full time permanent employees shall receive fifteen (15) days' notice.
- (ii) Employees other than full time permanent employees shall receive ten (10) days' notice.

ARTICLE 16 HOURS OF WORK AND WORK SCHEDULE

16:01 Hours of Work

- (a) The regular work week for full time permanent staff shall be thirty-five (35) hours per week and seven (7) hours a day.
- (b) Normal hours of work for Traffic Safety Instructors shall not be in excess of forty (40) hours per week, eight (8) hours per day.
- (c) Instructors shall be paid for lessons and road tests that are booked but cancelled within two (2) hours of the lesson or road test.

16:02 Rest Periods

- (a) All employees shall be entitled to a fifteen (15) minute rest period in the first and second half of the shift.
- (b) In order to qualify for the above rest periods, employees must work at least two and one-half (2 1/2) hours of each half shift.
- (c) In any event, employees shall be entitled to a thirty (30) minute break for every four (4) lessons (based on a lesson being 1.75 hours).

16:03 Days Off

Days off shall be allocated at the rate of two (2) consecutive days off.

16:04 Notwithstanding any other provision of this Article, any reference to regular hours of work shall not be regarded as a guarantee of hours, and in addition, it is specifically noted that positions other than permanent positions will experience variable hours of work.

16:05 Traffic Safety Instructors who suffer a loss of in-car instructional time due to unanticipated loss of vehicle breakdowns or no fault accidents, and whose time lost cannot be rescheduled within three (3) working days, shall be compensated for the lost time. Traffic Safety Instructors who find themselves in the position of having to reschedule may do so from the office, for which they will be paid at their regular rate and will also be assigned to other duties until such time as their scheduled time has been made up.

16:06 Instructors delivering in-class instruction shall be paid an additional hour's wage to cover administrative tasks.

ARTICLE 17 OVERTIME

There shall be no pyramiding of overtime or premium rates.

17:01 Definition of Overtime

- (a) All time worked by an employee over and above their regular hours of work shall be considered overtime.
- (b) All overtime is subject to prior approval of the President or their designated representative.

17:02 Calculation of Overtime

- (a) All overtime shall be calculated to the nearest fifteen (15) minute unit.
- (b) An employee who is absent on approved time off during their scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if they had worked their regular hours during such absence.

17:03 Sharing of Overtime

The Employer agrees to distribute the overtime on a rotational basis to employees who are qualified to do the work.

17:04 Callback

An employee called back to work by the Employer after leaving their place of work shall be paid a minimum of three (3) hours at the appropriate rate. This provision will not apply to work previously scheduled.

17:05 Compensation for Work on Paid Holidays

If an employee is required to work on a paid holiday as listed in Clause 18:01, they shall be paid at the rate of time and one-half (1 ½) for each hour worked.

17:06 Rate of Overtime

Overtime shall be calculated at one and one-half (1 ½) times the regular rate, calculated as shown in Clause 17:07.

17:07 Payment in Lieu of Overtime

- (a) Instead of time off for overtime worked, an employee in the classifications listed in Clause 17:01 above may choose to receive payment at the appropriate overtime rate.
- (b) The employee's decision to receive pay must be in writing and must be conveyed to the President within two (2) working days after the conclusion of the work week in which the overtime was performed.

17:08 Unless otherwise specified, an employee shall not be laid off during regular hours to equalize any overtime worked.

17:09 Overtime on an Employee's Day Off

An employee who works on their day off shall be paid time and one-half (1 ½) for all hours worked.

17:10 Overtime has to be taken in either time off or pay within an eight (8) week period unless otherwise mutually agreed.

ARTICLE 18 HOLIDAYS

18:01 * All employees scheduled to work during a period of time, based on a weekly time frame, which encompasses a statutory holiday as listed below shall receive one (1) day of paid leave for each of the statutory holidays listed. Employees working less than seven (7) hours per day or thirty-five (35) hours per week shall have their holiday pay pro rated based upon the average number of hours worked in the previous two (2) pay periods, determined by dividing the number of hours worked in the two previous pay periods by twenty (20). In the event that the employee would have worked on a normal approved schedule, on the day on which the statutory holiday falls, that employee shall receive pay at their regular rate for all hours normally scheduled exclusive of overtime.

Employees shall receive one (1) day of paid leave for each of the statutory holidays as follows:

- (a) New Year's Day
- (b) Good Friday
- (c) Commonwealth Day
- (d) Canada/Memorial Day
- (e) Civic Holiday
- (f) Labour Day
- (g) National Truth and Reconciliation Day
- (h) Thanksgiving Day
- (i) Armistice Day
- (j) Christmas Day
- (k) Boxing Day
- (l) St. Patrick's Day
- (m) St. George's Day
- (n) Discovery Day
- (o) Orangeman's Day

And any other day proclaimed as a holiday by the Provincial Government or the Safety Council.

Office staff will be staggered so as to provide service to the public. Staffing arrangements are to be made by mutual agreement of the employees. In the case of no mutual agreement, the Employer will designate same. It is understood by the parties no premium rate shall apply.

18:02 Compensation for Holidays Falling on Scheduled Day Off

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

18:03 Paid Holiday During Leave

If an employee is sick on the day that the paid holiday is designated, the employee shall be charged for the paid holiday and there shall be no reduction from the employee's sick leave.

ARTICLE 19 ANNUAL LEAVE

19:01 Length of Vacation

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

<u>Years of Service</u>	<u># of Days Per Year</u>
Up to 10 years	15 days
From 11 to 20 years	20 days
In excess of 20 years	25 days

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. January 1st to December 31st.

- (a) No annual leave may be taken by an employee until they have not less than sixty (60) days of service prior to taking leave.
- (b) 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 vacation year concerned, whichever is the shorter period.
- (c) 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 that the unexpired portion of the year bears to twelve (12) months, computed in full working days.
- (d) Employees other than full time employees shall have their annual leave benefits pro-rated. Employees covered by this Clause shall have the option of either receiving holiday pay on their pay cheque or to bank the holiday pay to be drawn by the employee when on approved annual leave.

19:02 Annual leave shall not be taken except with the prior approval of the President. However, subject to the

operational requirements of the Employer, the President and CEO shall make every reasonable effort to grant the employee their annual leave at a time requested by the employee.

- 19:03 The Employer will make every reasonable effort not to recall an employee to duty after they have proceeded on annual leave. In the event an employee is recalled to work during periods of annual leave, they shall receive pay at the rate of double (2) time for all hours worked. Hours worked while on vacation shall not be deducted from the employee's vacation credits.
- 19:04 An employee may carry forward to another year any portion of annual leave not taken by him in previous years up to a maximum of an employee's yearly entitlement.
- 19:05 (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 documentation as required under Article 20, Sick Leave, is provided to the Employer upon return to work.
- (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 provided that documentation as required in Article 20, Sick Leave, is provided to the Employer upon return to work.
- 19:06 For the purpose of this Article, employees who are re-employed by the Employer after termination may have service prior to termination credited to them for annual leave purposes.
- 19:07 (a) Subject to Clause 19:04, employees who are laid off may leave current and accumulated leave with the Employer to be taken at a later date.
- (b) Subject to Clause 19:04, seasonal and temporary employees, upon employment, shall be given an option with respect to annual leave as follows:

- (i) to carry over any unused annual leave which they may have to their credit at the end of their employment period;
- (ii) to receive payment for annual leave on a regular basis throughout their employment period; or
- (iii) to receive payment for annual leave at the end of the employee's employment term.

The choice provided in accordance with 19:07 (b) must be made immediately upon employment. It shall be the Employer's responsibility to acquire the employee's choice in writing upon re-hire.

19:08 Unused Vacation Paid to Estate

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

ARTICLE 20 SICK LEAVE

20:01 Sick Leave Defined

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

20:02 Paid Sick Leave

All employees shall accumulate sick leave credits at the rate of one and one quarter (1 1/4) days for each calendar month of service. Sick leave credits can be accumulated only to a maximum of one hundred and fifty (150) days. For the purpose of this Article, sick leave shall be prorated for part-time and temporary employees, based upon the average number of hours worked in the previous two (2) pay periods, determined by dividing the number of hours worked in the two previous pay periods by twenty (20).

20:03 Sick Leave Credits for the First and Last Month of Employment

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

20:04 Proof of Illness

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 as specified by the Employer. Sick leave days supported by a medical certificate shall not be counted towards the six (6) working days in the aggregate.

20:05 Sick Leave During Leave of Absence and Layoff

Sick leave shall not be granted to an employee who is on maternity leave, layoff or leave of absence without pay.

Periods of special leave without pay in excess of twenty (20) working days in the aggregate in any year or periods when an employee is under suspension shall not be reckoned for sick leave purposes.

20:06 Extension of Sick Leave

- (a) An employee with more than nine (9) years of service who has exhausted their sick leave credits may be allowed in the event of illness, an extension of their sick leave to a maximum of twelve (12) working days. This sick leave extension shall be repaid by the employee upon their return to duty from their normal monthly accumulation.
- (b) When an employee other than a probationary employee has used the maximum of sick leave which may be awarded to them in accordance with this

agreement, they may elect, if they are still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if they are eligible to receive such leave and if not, on special leave without pay to a maximum of one (1) year unless a longer period is mutually agreed upon between the employee and the Employer. Medical certificates shall be submitted as required by the Employer.

20:07 Sick Leave Records

Upon signing of this Agreement and in January of each year, the Employer shall advise each employee of the amount of sick leave accrued to their credit and the number of days of sick leave taken by him up to and including the previous 31st day of December.

ARTICLE 21 LEAVE OF ABSENCE

21:01 Negotiation Pay Provision

Representatives of the Union, not to exceed two (2) employees, shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on or to take part in negotiation meetings.

21:02 Grievance and Arbitration Pay Provision

Subject to prior approval of the President, representatives of the Union shall not suffer any loss of pay or benefits when required to leave their employment temporarily in connection with the Grievance or Arbitration Procedure.

21:03 Leave of Absence for Full Time Union Representatives

An employee who is selected or elected for a full time position with the Union or any body with which the Union is affiliated shall be granted unpaid leave of absence without loss of seniority or accrued benefits for a period of one (1) year. Such leave shall be renewed each year on request only for an employee who is elected for a full time position during their term of office.

21:04 Paid Bereavement Leave

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

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, grandmother, grandfather, common-law spouse, mother-in-law, father-in-law, grandchild, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or near relative living in the same household, three (3) days.
- (b) If the death of a relative referred to in Clause 21.04 (a) occurs outside the Province of Newfoundland and Labrador, the employee shall be granted leave with pay not exceeding five (5) days for the purpose of attending the funeral. Such days shall not be in addition to those allotted in Clause 21.04 (a).
- (c) In cases where extraordinary circumstances prevail, the President may grant two (2) additional days other than those referred to in Clause 21.04 (a) and (b).
- (d) Payment of bereavement leave for part-time and temporary employees shall be pro-rated based upon the average number of hours worked in the previous two (2) pay periods, determined by dividing the number of hours worked in the two previous pay periods, by twenty (20).

21:05 Maternity, Paternity, Adoption Leave

- * (a) Service Requirements for Maternity, Paternity, Adoption Leave

An employee shall be eligible for Maternity, Paternity, Adoption Leave without pay and without loss of benefits within seventeen (17) weeks of the date of birth or adoption.

(b) Request for Extension of Maternity, Paternity, Adoption Leave

- * (i) An employee may be permitted to commence Maternity, Paternity, Adoption Leave at the beginning within seventeen (17) weeks of pregnancy, Adoption and Maternity, Paternity, Adoption Leave may be extended to a maximum of seventy-eight (78) weeks after the date of birth or adoption.
- (ii) The President reserves the right to require an employee to commence Maternity, Paternity, Adoption Leave prior to the time specified in Clause 21:05 (a) if the state of her health becomes incompatible with the requirements of her job.

(c) Protection of Position and Benefits

The Employer will protect the position and accrued benefits of the employee while on Maternity, Paternity, Adoption Leave.

(d) Procedure for Return to Duty

The employee who has been on Maternity, Paternity, Adoption Leave may return to duty after she has given two (2) weeks' notice of her intention to so return.

- (e) An employee shall 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, Paternity, Adoption Leave or birth of the child, whichever occurs first.

(f) Seniority

Employees shall continue to accrue seniority while on Maternity, Paternity, Adoption Leave but shall not accrue service for the purpose of calculation of annual leave or sick leave in excess of twenty (20) days' leave.

- (g) Employees shall not be entitled to statutory holidays with pay which may fall during Maternity, Paternity, Adoption Leave nor shall they be entitled to accumulate sick leave or annual leave during such leave.

21.06 * 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.

21:07 * Paid Jury or Court Witness

- (a) The Employer shall grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who serves as juror or witness in any Court. Any remuneration the employee receives from the Courts will be over and above their pay and benefits from the Employer. Where the Employer has to provide a replacement, then such remuneration above the employee's regular salary and benefits will be deducted from the employee's pay.

- (b) Any employee who is subpoenaed to be a juror and is subsequently not picked will be covered by this Article only for such time as they are actually required to be away from their employment for purposes of jury selection.
- (c) If an employee is required to be in Court as a witness on behalf of the Employer in any matter arising out of their employment with the Employer on their scheduled day off, they shall be considered as working for the Employer. This Clause will not apply if an employee is charged with an offense.

21:08 * Education Leave

An employee who is upgrading their employment qualifications through an Employer approved upgrading course shall be entitled to leave of absence without loss of pay and benefits to write examinations required by such course where such examinations are written during the employee's regular working hours.

21:09 * General Leave

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

21:10 * Paid Special Leave

Special leave with pay, not exceeding three (3) days, may be granted in special circumstances other than those referred to in Clause 21:04.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22:01 Availability of Salary Cheques

It is agreed that the Employer shall continue to pay salaries every two (2) weeks. Overtime pay will be included in the regular payment for the pay period next succeeding the pay

period during which the overtime was earned. On each pay day, each employee shall be provided with an itemized statement of their wages, overtime and payroll deductions.

22:02 Pay on Temporary Transfers, Higher Rated Job

- (a) Where an employee is required by the President to perform duties and responsibilities in a position which is classified as being higher than the employee's own classification, they shall be reimbursed for the entire period of temporary assignment, provided they have occupied the higher position for a period of at least one (1) continuous days at a rate in the higher classification.
- (b) An employee required to fill a position which is paid a lower rate of salary than that paid for such employee's regular work shall not receive any reduction in pay for reason thereof.

22:03 Vacation Pay

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

22:04 A credit card shall be provided for use with each vehicle for expenses only related to the use of the vehicle for work. There shall be no personal use of this card.

Receipts relating to each card shall be submitted to the Accounting Department on a weekly basis.

ARTICLE 23 PERSONAL LOSS

23:01 Subject to Clauses 23:02 and 23:03, where an employee in the performance of their duties, suffers any personal loss and where the Employer is satisfied that such loss was not due to the employee's negligence, the Employer shall compensate the employee for any loss suffered up to a

maximum of five hundred dollars (\$500) for losses in any given year.

23:02 All incidents of loss suffered by an employee shall be reported in writing by the employee within five (5) days of the incident to the President or their designated representative.

23:03 This provision shall only apply in respect of personal effects which the employee would reasonably be expected to have in their possession during the normal performance of their duty.

ARTICLE 24 STRIKES AND LOCKOUTS

24:01 The Union agrees that during the life of this Agreement, there shall be no strikes. The Employer agrees that there shall be no lockouts during the life of this Agreement.

ARTICLE 25 TERMINATION OF EMPLOYMENT

25:01 (a) Except in the case of dismissal for just cause, employees terminated shall be given notice as provided in Article 15, Clause 15:04 of this Agreement.

(b) Employees giving notice of intention to terminate shall provide the Employer with the same periods of notice as required of the Employer in Article 15, Clause 15:04 of this Agreement.

25:02 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.

25:03 The period of notice may be reduced or eliminated by mutual agreement.

25:04 Upon termination of service, an employee shall receive pay for all their earned current and accumulated annual leave not taken by them prior to the date of termination of their

service provided, however, that any indebtedness to the Employer may be deducted from such payment.

ARTICLE 26 EMPLOYEE BENEFITS

26:01 Group Life and Extended Health Benefits Plan

- (a) The Plan or equivalent Plan presently in effect shall remain in effect during the term of this Agreement.
- (b) Subject to the conditions of the Plan, while an employee is in receipt of wages from the Employer, the Employer will pay fifty percent (50%) of the premiums of the Plan and the employees will pay fifty percent (50%).
- (c) Subject to the Plans provisions, when an employee is on maternity leave, unpaid sick leave or layoff, the employee will pay the full cost of the Plan in order to maintain coverage while on such leave. When an employee is on other types of unpaid leave, then the employee may pay the full premium in order to maintain coverage while on such leave.

26:02 All employees shall be covered by Workers' Compensation as per the Workers' Compensation Act. It is understood and agreed that employees, while on Workers' Compensation, will maintain their accumulated benefits and will continue to accumulate seniority.

Notwithstanding the above, it is further understood and agreed that employees deemed to be suffering from a permanent disability will retain seniority for a two (2) year period from the date of diagnosis.

26:03 * RRSP Plan

Employees shall remain in the Employer's group Registered Retirement Savings Plan (or a mutually agreed to equivalent Plan) in accordance with the terms and conditions of that Plan. Contribution into the Plan by employees is voluntary. The Employer will match employee contributions into the Plan up to five percent (5%) of the employee's gross salary.

26:04 It is understood and agreed that the listing of these benefit Plans does not make the Employer liable for any decisions of the carriers or underwriters of such Plans relative to the calculation or payment of any benefits and/or premiums and it is further understood and agreed that such decisions shall be neither grievable nor arbitrable under this Agreement.

ARTICLE 27 SEVERANCE PAY

27:01 An employee who has nine (9) or more years of continuous service in the employ of the Employer shall be paid upon retirement, resignation or termination, not including termination for just cause, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by their weekly salary to a maximum of \$10,000.00. Part-time and temporary employees shall be paid severance pay on a pro-rata basis. For the purpose of calculating the payout of severance pay for part-time and seasonal employees, the following formula will be used: total number of hours worked from date of hire, divided by the number of years worked = average hours worked per year, divided by 52 = average weekly hours, times rate of pay, times number of years of service.

27:02 For the purpose of this Article, periods of layoff and/or authorized leave without pay shall not be regarded as breaks in continuous service, but the period of leave or layoff without pay shall not be counted as service when determining the total amount of service of an employee.

27:03 Severance Pay Paid to Estate

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

ARTICLE 28 TECHNOLOGICAL CHANGE

28:01 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.

28:02 Consultation

Meetings will be arranged between the Employer and the Union within fifty (50) days of the Safety Council's notification to the Union for the purpose of consulting on the effects to result from the change or to discuss training needs.

28:03 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. A reasonable period of time shall be allowed for employees taking such training. Where required, leave for such training shall be with pay.

28:04 Where an affected employee elects not to avail of training as provided for under Clause 28:03, the Employer agrees that, where practicable, the effect on the employee of changes contemplated by clause 28:01 will be minimized by transfer or re-assignment within the employ of the Employer, provided:

- (a) that the reason for electing not to avail of training provided is acceptable to the Employer, and
- (b) that a suitable vacancy exists within the bargaining unit.

28:05 No New Employees

No new employees will be hired by the Employer to replace any employees affected by the technological change or new method of operation until the employees already employed and affected by the change have been notified and allowed an opportunity to retrain in accordance with Clause 28:03.

ARTICLE 29 CONTRACTING OUT

29:01 The Employer agrees that there shall be no contracting out of work performed in those geographic areas currently served by the bargaining unit to such an extent that current positions are jeopardized.

ARTICLE 30 AMENDMENT BY MUTUAL CONSENT

30:01 It is agreed by the parties to this Agreement that any provision in this Agreement, other than the duration of Agreement, may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

ARTICLE 31 TRAVEL ON EMPLOYER'S BUSINESS

31:01 (a) For each full day on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities shall be:

Breakfast	\$12.00	
Lunch	15.00	
Dinner	28.00	(\$55.00)

(b) In areas where the cost of meals is likely to exceed these rates and the Employer agrees, vouchered expenses may be submitted.

31:02 (a) For travel on the Employer's business outside the employee's headquarters area for less than one (1) day, the appropriate individual meal allowance shall apply.

(b) Payment of meal allowances is subject to the following conditions:

(i) there shall be no meal allowance payable in respect of meals that are provided without charge during the course of transportation by public carrier, during the course of any seminar or conference;

- (ii) there shall be no meal allowance payable for breakfast on the first day of travel by any means, other than by public carrier, and only then if the time of departure of the public carrier is prior to 7:00 a.m. and the meal is not provided by the carrier;
- (iii) there shall be no meal allowance paid for lunch on the first day of travel unless the employee has left the headquarters area prior to 11:00 a.m. and travel is not by public carrier which provides the meal;
- (iv) there shall be no meal allowance paid for the dinner meal for the day upon which the employee returns from travel unless the return to the headquarters area is later than 7:00 p.m.

31:03

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

<u>Maximum Number of Consecutive Nights on Travel Status</u>	<u>Allowable Claim</u>
1 - 3	Nil
4 - 7	\$10.00
8 - 14	\$20.00
For each additional seven (7) nights	\$10.00

- (b) Receipts are required for claims submitted in accordance with this Clause.
- (c) All travel claims are to be submitted within two (2) weeks of the completion of the travel. In those cases where employees may be in extended, continuous travel status, claims shall be submitted every two weeks. Should travel claims not be finalized as above, any travel advance or imprest provided in consideration of that travel shall be recoverable from

the wages of the employee for the first full pay period following the travel.

- 31:04
- (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 headquarters area and between locations outside their headquarters area, to perform duties assigned to them by the Employer and during which the employee is required to travel outside their normal scheduled work period.
 - (b) "Travel time" and the method of travel shall require the prior approval of the President or their designate.
 - (c)
 - (i) When the method of travel is set by the Employer, 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 prior approval of the Employer, 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 31:04 (c)(i).
 - (d) Subject to Clause 31:04 ©), an employee who is required by the Employer 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 (1) day does not exceed a regular day's pay. The rate of pay shall be based on the applicable classification for which the employee is required to travel.

- (e) Travel time is to be compensated as follows:
- (i) For travel by air, sea, rail and other forms of public transportation, the time between the scheduled time of departure and the scheduled time of arrival at a destination plus one-half (1/2) hour.
 - (ii) For travel by personal or Employer vehicles, the time required to proceed from the employee's place of residence or workplace as applicable, directly to the destination and upon their return directly back to their residence or workplace.

For the purpose of this Sub-Clause, travel time compensation will be based on one (1) hour for each seventy-two (72) kilometers to be travelled.
 - (iii) If delayed while travelling by personal or company vehicle on behalf of the employer, the employee will be compensated for delays in reaching the destination.
- (f) For the purpose of this Article, "headquarters area" means an area within a radius of twenty (20) kilometers from an employee's headquarters.

31:05 While on overnight travel status, if a company cell phone is not provided, personal phone charges (excluding roaming and data charges) will be reimbursed up to a maximum of fifteen (15) minutes per day. Charges related to calls on behalf of the employer will be reimbursed upon submission of receipts.

31:06 Employees who provide their own accommodations while travelling on the Employer's business will be compensated at thirty-five dollars (\$35.00) per night.

31.07 (a) When in the course of their duty an employee is required by the Employer to travel outside the headquarters area on the Employer's business, transportation shall be provided by the Employer.

- * (b) Should the employee request permission to use their own vehicle, the Employer shall pay, upon approval of the request, an allowance at the rate of fifty cents (.50¢) per kilometer.
- (c) Current practice shall apply for the duration of this Agreement as it relates to the Employer's providing automobiles for the purpose of the Employer's business.

ARTICLE 32 SALARIES

32:01 Salaries shall be effective as set out in Schedule "A" attached.

ARTICLE 33 JOB CLASSIFICATION

33:01 Job Classification

- (a) It is understood and agreed by the parties signatory hereto that all classification action shall be taken by the Employer and that should there be any disputes between the parties as a result of such action which is not settled through subsequent consultation, such disputes shall be settled through reference to an action at expedited arbitration.
- (b) Should there be any delay in settling any dispute arising out of any classification action taken by the Employer, the Employer shall proceed to fill the position and/or pay the incumbent at the level established.
- (c) Should there be any change in the classification as a result of any arbitration as anticipated in Clause 33:01, any adjustments will be effective as of the original date of filling or classification.

33:02 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is

bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions, however, there shall be a period of two (2) weeks during which the parties may have the advantage of consultation.

33:03 No Elimination of Present Classifications

Existing classifications shall not be eliminated without prior agreement with the Union.

ARTICLE 34 DURATION

34:01 * (a) This Agreement shall be effective from April 1, 2017, and shall remain in full force and effect until March 31, 2025 or until determined by Law or until a new Collective Agreement is signed.

(b) Notwithstanding Clause 34:01 (a), the parties shall retain their legal right to lockout or strike in accordance with the Labour Relations Act.

34:02 Notice of Negotiation

Either party may give notice to terminate or amend the Agreement not more than one hundred and twenty (120) calendar days prior to the date of expiration.

ARTICLE 35 SEXUAL HARASSMENT

35:01 Both the Employer and the Union consider sexual harassment to be reprehensible and are committed to maintaining an environment in which sexual harassment does not exist.

35:02 The Employer and the Union recognize the right of all persons employed by the Employer to work in an environment free from sexual harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment of a bargaining unit member or a management employee has taken place, the parties shall take appropriate action to ensure that the

sexual harassment ceases. The victim shall be protected from repercussions which may result from their complaint.

35:03

Definition of Sexual Harassment

Sexual harassment is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one (1) time basis or a series of incidents. It is unsolicited, one-sided and/or coercive. Both males and females may be the victim of sexual harassment. Sexual harassment may involve favours or promises of favours or advantages in return for submission to sexual advances or alternatively, the threat of reprisal for refusing.

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

- unnecessary touching or patting;
- suggestive remarks or other sexually aggressive remarks;
- leering (suggestive staring at a person's body)
- demand for sexual favours;
- compromising invitation;
- physical assaults.

*** SCHEDULE "A" - SALARIES**

	April 1, 2016	Upon Signing 2022	12 months from signing 2%	24 months from signing 2%
Office Coordinator	\$25.53	\$26.50	\$27.03	\$27.57
Social Media/Office Assistant	\$18.43	\$20.00	\$20.40	\$20.81
Traffic Safety Instructors	\$18.43	\$20.00	\$20.40	\$20.81
Accounting Clerk	\$19.09	\$20.00	\$20.40	\$20.81
General Office Support	\$16.71	\$17.50	\$17.85	\$18.21

**MEMORANDUM OF UNDERSTANDING
Employees Work - Privacy**

The Newfoundland Safety Council accepts that the employee is entitled to have their work left undisturbed in their absence, unless such absence is prolonged or an immediate access is required. Should such access be required, the employee will be informed upon their return to work. The employee will be informed of the material reviewed or removed, etc.


Signed on behalf of NAPE


Signed on behalf of Safety NL

Nov. 17, 2022
DATE

SIGNED THIS 17 DAY OF November 2022.

IN WITNESS WHEREOF the parties hereto have hereunto their hand and seals subscribed and set the day and year first before written.

SIGNED ON BEHALF OF SAFETY NL:

[Signature]

[Signature]
WITNESS

SIGNED ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES:

[Signature]
[Signature]
[Signature]

[Signature]
WITNESS