

NAPE

COLLECTIVE AGREEMENT

BETWEEN:

PROVIDENT¹⁰

AND

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

(EXPIRES MARCH 31, 2025)

THIS AGREEMENT made this 5 day of October, Anno Domini, Two Thousand and Twenty-Two.

BETWEEN:

PROVIDENT¹⁰

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 agree as follows;

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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 Association, 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 any future legislation renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.
- 1.03 In the event that there is a conflict between any provision of this Agreement and any rule, regulation or policy made by the Employer, this Agreement shall take precedence over the said rule, regulation or policy.
- 1.04 For the purpose of this Agreement, the plural indicates the singular and vice versa as the context may require.

ARTICLE 2 DEFINITIONS

- 2.01 For the purposes of this Agreement:
 - (a) "bargaining unit" means the bargaining unit recognized in accordance with Article 3.
 - (b) "classification" means the classification level established for a position in accordance with the Employer's plan of classification;
 - (c) "day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of their position other than a designated holiday;
 - (d) "day" means a working day unless otherwise stipulated in the Agreement.
 - (e) "demotion" means an action which causes the movement of an employee from their existing classification to a classification carrying a lower pay scale.
 - (f) "employee" or "employees where used is a collective term including all persons employed in classifications in the bargaining unit:
 - (i) "permanent employee" means a person who has completed their probationary period and is employed on a full-time basis without reference to any specific period of employment;
 - (ii) "temporary employee" means a person who is employed for a specific period of time for the purpose of performing certain specified work or on a temporary basis, and who may be laid off at the end of such period or on completion of such work;
 - (iii) "part-time employee" means a person who is regularly employed to

work less than the full number of hours in each working day or less than the full number of work days in each work week;

- (g) "Employer" means the Provident¹⁰;
- (h) "grievance" means a dispute arising out of the interpretation, application, administration, or alleged violation of the terms of this Agreement.
- (i) "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.
- (j) "lateral reassignment" means an action which causes the movement of an employee from their existing position and classification to an equivalent classification under the Employer's plan of classification;
- (k) "lay-off" means the temporary cessation of employment due to lack of work or abolition of a post or position.
- (l) "leave of absence" means absence from duty with the permission of the Employer.
- (m) "month of service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.
- (n) "notice" means notice in writing which is hand delivered or sent by registered mail.
- (o) "overtime" means work performed by an employee in excess of seven and one half (7 1/2) hours per day or thirty-seven and one half (37 1/2) hours per week, at the request of the Employer;
- (p) "probationary employee" means:
 - (i) a person who is employed on a full time or part-time basis who has not worked more than six (6) months within the bargaining unit and whose probationary period has not been extended in accordance with this Agreement;
 - (ii) a person who is hired on a temporary basis;
- (q) "promotion" means an action which causes the movement of an employee from their classification to a higher level in the Employer's plan of classification;
- (r) "reclassification" means any change in the current classification of an existing position.
- (s) "service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in an aggregate year.
- (t) "termination" means the permanent cessation of service of an employee because:

- (i) the employee is dismissed for just cause and not re-instated;
- (ii) the employee resigns;
- (iii) The employee is laid off in excess of twenty-four (24) months.
- (u) "transfer" means the movement of an employee from one position to another which does not result in a promotion or demotion.
- (v) "union" and/or "Association" means the Newfoundland and Labrador Association of Public & Private Employees.
- (w) "vacancy" means an opening in a permanent, part time or temporary position which is in excess of thirteen (13) weeks duration, and in respect of which there is no employee eligible for recall and which position the Employer wishes to fill.
- (x) "week" means a period of seven (7) consecutive days beginning at 00:01 hours Sunday morning and ending at 24:00 hours the following Saturday night;
- (y) "year" means the Employer's fiscal year;

ARTICLE 3 RECOGNITION

- 3.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all employees in Levels 1 to 5 of the Employer's Plan of Classification, save and except managers or supervisors or other person who exercises management functions or is employed in a confidential capacity in matters relating to labour relations, and specifically, without limiting the generality of the foregoing, those positions identified in Appendix "A".
- 3.02 When new positions are developed, the following procedures shall apply:
- (a) The Employer will immediately notify the Association, in writing, as to whether such positions should be included in or excluded from the bargaining unit and provide reasons for exclusions.
 - (b) The Association, after consultation on the Employer's position, will respond in writing, outlining reasons for its rejection of the proposed exclusions within ten (10) working days of receipt of the above notification.
 - (c) Should the parties be unable to agree upon the exclusion of any specific position, the matter will be immediately referred to the Labour Relations Board for adjudication.

ARTICLE 4 MANAGEMENT RIGHTS

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

ARTICLE 5 EMPLOYEE RIGHTS

5.01 (a) Open Door Policy:

- (i) The Employer prides itself in open communication between employees and managers and fosters an atmosphere of openness and collaboration, encourages employees to meet with their manager about any item that affects them as employees. Every reasonable effort will be made at this level to provide a fair and amicable response/resolution.
- (ii) If an employee is uncomfortable discussing an issue with their manager, is not entirely satisfied with the answer to a question/concern or a response is not received from their manager in a reasonable timeframe, they are encouraged to speak with their department head, a member of human resources or a more senior member of the leadership team as a next step.
- (iii) An employee may present an issue in writing to the Chief Executive Officer or designate, if desired, to request a review of the matter. This can occur when they are not satisfied with the efforts put forth in (a) and (b) or a response is not received in a reasonable timeframe.

(b) The Employer agrees that there will be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise by reason of age, race, creed, colour, national origin, sex, marital status, political or religious affiliation, physical handicap, family status or by reason of their membership in the union.

5.02 The Employer and the Union recognize the right of all employees to an environment free from harassment and shall work together to ensure harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer and the Union agree to take all steps to ensure that the harassment stops and individuals who engage in such behaviour are appropriately disciplined, as necessary. The Employer and the Union agree that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint.

For the purposes of this Article, harassment shall be defined as follows:

Harassment of a sexual nature is unsolicited, one sided and/or coercive behaviour which 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 a series of incidents, however minor. Both males and females may be victims.

Harassment of a personal nature is any behaviour that endangers an employee's job, undermines performance, or threatens the economic livelihood of the employee, which may be based on race, religion, religious creed, sex, marital status, physical or mental disability, political opinion, colour, or ethnic, national or social origin or Union status.

Association Access:

- 5.03 (a) Employees shall have the right at any time to have the assistance of a full-time representative(s) of the Association on all matters relating to Employer/employee relations. Association representatives, upon provision of reasonable prior notice to the Employer, shall have access to the Employer's premises in order to provide the required assistance, but such meetings shall not interfere with the operations of the Employer. Employees involved in such discussion or investigation of grievances shall not absent themselves from work except with permission from a supervisor who is outside the bargaining unit. Subject to operational requirements, such permission shall not be unreasonably withheld.
- (b) Employees shall have the right to have a Shop Steward present on all matters relating to Employer/employee relations. The Employer agrees to recognize Shop Steward(s) appointed by the Association. The Association shall inform the Employer of the name(s) of any Shop Steward(s) before the Employer is required to recognize the Steward. The number of Shop Steward(s) shall be agreed upon by the Association and the Employer.

No Other Agreements

- 5.04 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.

Criminal or Legal Liability

- 5.05 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 employee performed duties required by the Employer, and/or the employee acted within the scope of their employment.

ARTICLE 6 ASSOCIATION SECURITY

- 6.01 (a) All employees who are members of the Association at the time of signing of this Agreement shall remain members during the term or life of this Agreement, provided they continue to occupy a bargaining unit position.
- (b) Nothing in this Article shall require the Employer to refrain from hiring a person or to terminate their employment.
- 6.02 All employees hired after the signing of this Agreement, other than work term students, shall immediately become and remain members of the Association provided they continue to occupy a bargaining unit position. The Employer may hire work term students provided such work terms are part of an approved requirement for a student's educational program. The hiring of work term students shall not reduce any employee's hours or work, pay, benefits or delay the filling of any vacant position.
- 6.03 An employee, upon employment, shall be provided with information in writing concerning:
- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment; and
- (d) where copies of the Agreement have been provided to the Employer by the Association, they will be distributed to the employees.
- 6.04 Where a shop steward is available, the employee will be introduced to the Steward as soon as possible.
- 6.05 A representative of the Union will be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership.

ARTICLE 7 CHECK-OFF

- 7.01 The Employer will deduct from the wages of all employees within the bargaining unit the amount of membership dues bi-weekly. The Employer will send a list to the Association bi-weekly showing the names of employees and the amount of contribution of each employee. The Employer will make every reasonable effort to forward the amount of dues to the Association bi-weekly, but in any event, will send the amount at least monthly.
- 7.02 The Employer agrees that when issuing T-4 slips, the amount of membership dues paid by an employee to the Association during the current year will be recorded on their T-4 statement.
- 7.03 The Association shall inform the Employer of any change in the membership dues from time to time, and any such change shall be implemented within thirty (30) days of notification.

ARTICLE 8 GRIEVANCE PROCEDURE

- 8.01 Unless otherwise specified, grievances shall be processed in the following manner:

Step 1:

- (a) Subject to Clause 8:08, an employee who alleges that they have a grievance shall within seven (7) days of the occurrence or discovery of the incident giving rise to the alleged grievance first present the matter in writing to their immediate supervisor who is outside the bargaining unit. Such grievance shall state the nature of the grievance, the remedy sought and the provisions of the Agreement which are allegedly violated. The immediate supervisor will provide a written response to the grievance within five (5) days of the grievance being submitted at Step 1.
- (b) The employee may seek the assistance of a Shop Steward or Union representative at any step of the grievance procedure.
- (c) An employee who alleges that they have been unjustly discharged or suspended may submit a grievance at Step 2.

Step 2:

If the grievance is not resolved, the grievance may, within a further five (5) days, be presented to the Chief Executive Officer or designate for resolution, who shall respond in writing within seven (7) days of receipt of the grievance (or such greater time as the parties may agree).

Step 3:

If the matter is not resolved at Step 2, the parties may mutually agree to submit the grievance to the Labour Relations Agency of the Government of Newfoundland and Labrador for mediation.

- 8.02 If the grievance is still not satisfactorily settled by the foregoing procedure, either party may submit the grievance to arbitration in accordance with Article 9.

Time Limits

- 8.03 (a) The time limits specified in this Article are mandatory, and any matter not dealt with in accordance with the specified time limits shall be deemed to be abandoned. The time limits specified in the Article may be extended, in writing, by mutual agreement of the parties.
- (b) An Arbitrator or Arbitration Board may extend the time limits of any step in the grievance procedure, notwithstanding the expiration of such time limits, where the Arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.
- 8.04 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.
- 8.05 (a) A Shop Steward and/or griever, shall not suffer any loss in pay for any time lost in processing complaints or attending grievance meetings.
- (b) Before conducting business on behalf of the Association, shop stewards shall first obtain permission from their immediate supervisor, indicating the employee involved, the nature of the activity and the anticipated time required.
- (c) Shop Stewards shall seek further permission from their supervisor in the event that they require additional time over and above that which has been approved, and shall in any event notify their immediate supervisor when returning to duty.

Policy and Group Grievance

- 8.06 (a) Where a dispute involves a question of general application or interpretation of the Agreement, the Union or its representatives may submit a grievance at Step 2 of the grievance procedure.
- (b) Where a number of employees have a similar grievance, the Union or its representatives may submit a group grievance at Step 2 of the grievance procedure.

- 8.07 No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical, or similar technical error, or by inadvertent omission of a step in the grievance procedure.
- 8.08 The termination of an employee during their probationary period for unsuitability or incompetence, as assessed by the Employer, is not subject to the grievance and arbitration procedure.

Complaints regarding Classifications

- 8.09 An employee who feels that they have been aggrieved by any action or lack of action by the Employer in matters arising from the classification process is entitled to present a grievance in writing in the manner prescribed herein.
- 8.10 Notwithstanding Article 8.03, the grievance steps for such grievances shall be:
- Step 1: Senior Human Resources Officer;
- Step 2: Chief Executive Officer
- 8.11 The Employer shall respond to these grievances at each Step within ten (10) working days of their receipt.

Complaints regarding Performance Appraisal Ratings:

- 8.12 An employee who feels that they have been improperly assessed on their overall performance appraisal rating may initiate a request for review in accordance with the procedure outlined in Appendix "C".

ARTICLE 9 ARBITRATION

Referral to Arbitration

- 9.01 Failing settlement of the grievance through the Grievance Procedure, either party may within fourteen (14) days after exhausting the Grievance Procedure notify the other party in writing of its intention to submit the difference or allegation, including any question as to whether a matter is arbitrable, to arbitration.

Sole Arbitrator

- 9.02 (a) All grievances referred to arbitration shall be decided by a sole arbitrator. The referral to arbitration shall be in writing and include the names of three arbitrators for the other party's consideration. The party receiving the referral shall respond within fourteen (14) days of receiving the referral to arbitration. If the parties fail to agree upon the appointment of an Arbitrator, the Labor Relations Agency shall appoint one.
- (b) Notwithstanding sub-section (a), at the request of either party, the matter will be heard and determined by a three-member Board of Arbitration. Each party shall bear the costs of their nominee.
- 9.03 The Arbitrator shall hear the grievance and render a decision within sixty (60) calendar days of the completion of the arbitration hearing.
- 9.04 The parties and the employees bound by this Agreement shall comply with these provisions for final settlement of a grievance and they shall comply with the decisions of the Arbitrator appointed in accordance with these provisions and do, or, as the case may be, abstain from doing anything required by that decision.
- 9.05 Each party shall pay one half (1/2) of the fees and expenses of the Arbitrator.

Witnesses

- 9.06 At any stage of the Arbitration Procedure, the parties may have the assistance of any employee(s) concerned as witnesses. An aggrieved employee or an employee who is appearing as a witness shall not suffer any loss in pay or benefits while required to attend the arbitration hearing. The Association shall provide the Employer with five (5) days written notice that an employee is required to attend as a witness. This Clause shall not apply to employee(s) on suspension or where an employee has been terminated.
- 9.07 An Arbitrator may not alter, modify or amend any provisions of this Agreement, but shall have the power to dispose of a grievance by any arrangement which it deems just and equitable including the power to set aside a decision of the Employer and to modify a disciplinary measure imposed by the Employer.

Union Representation

- 9.08 The Employer recognizes the right of employees to be represented by a full-time representative of the Union at any stage of the Grievance or Arbitration Procedure.

ARTICLE 10 HOURS OF WORK

- 10.01 (a) The work week for full time employees shall be thirty-seven and one half (37 1/2) hours per week exclusive of a one (1) hour unpaid meal breaks and the scheduled work day shall be seven and one half (7 ½) hours.
- (b) Notwithstanding Clause 10.01 (a), the Employer may hire part-time employees. The hours of work for each part-time position shall be the hours of work as stated in the job posting.
- (c) The hours between 10 am and 4 pm are identified as core business hours. Work hours will be determined around these core hours regarding beginning and ending, with flexibility to alter hours to fit the specific needs of a functional area or an employee. This includes staggering meal periods for coverage and business reasons.
- 10.02 Each employee shall receive a rest period of fifteen (15) consecutive minutes in the first half and second half of the work day, at a time scheduled by the Supervisor.
- 10.03 When an employee is required by the Employer to remain at their post during a meal break, the employee shall be paid overtime for the meal period, or shall be provided with a meal break immediately following the requirement to stay at work.
- 10.04 Subject to mutual agreement between the Employer and employees, the Employer or the employee can initiate a flex-time schedule.

ARTICLE 11 OVERTIME

- 11.01 Overtime shall be paid at time and one half (1 ½) the hourly rate for all hours worked in excess of seven and one half (7 ½) hours per day or thirty-seven and one half (37 ½) hours per week.
- 11.02 (a) At the request of the employee, compensatory time off in lieu of overtime pay may be provided, at a time agreed to between the employee and supervisor.
- (b) Compensatory time off in lieu cannot be carried over into the next fiscal year,

and any remaining credits will be paid out at the appropriate rate.

11.03 Employees shall obtain approval in advance from their supervisor for all additional hours.

However, if there is a special circumstance where an employee must work additional hours and is unable to obtain prior approval for such hours, approval for such hours must be submitted as soon as possible each week to the employee's supervisor.

ARTICLE 12 CALL-BACK

12.01 (a) Subject to Article 12.01(b), an employee who is required by the Employer to return to work after they have left their place of work shall be paid for a minimum of three (3) hours at the applicable rate, provided that the period worked is not contiguous to their scheduled working hours.

(b) Employees who are able to perform their duties at home and are not required to leave their home in order to fulfil those duties, shall be paid for the actual time worked, calculated to the nearest next highest fifteen (15) minute unit.

12.02 When an employee is recalled to work under the conditions described in Clause 12:01 (a), they shall be paid the cost of transportation to and from their place of work to a maximum of ten dollars (\$10.00) for each callback or the appropriate kilometer rate.

ARTICLE 13 SICK LEAVE

13.01 * Employees are provided a maximum of twelve (12) sick days in a calendar year. These days will be prorated in the case of a new hire in the first year. There shall be no carry over of sick days and unused sick days are not subject to payout.

13.02 Employees shall advise their supervisor as soon as possible of their absence and their expected date of return to work.

13.03 * (a) Employees may be required to provide a healthcare professional medical certificate or participate in an independent medical or functional assessment:

- (i) In cases of absences in excess of three (3) consecutive days or six (6) working days in the aggregate in any year;
- (ii) Where there is indication of apparent misuse;
- (iii) In cases of repeat pattern of absences;

(iv) When it is considered that an employee is unable to satisfactorily perform their duties due to an injury or illness; or,

(b) When the Employer requires an employee to provide a health care certificate or participate in an independent medical or functional assessment, the Employer will pay for any cost incurred by the employee in doing so.

(c) Any provision of medical information is strictly confidential between the employee and healthcare professional. The Employer will only request a fitness for work assessment and functional limitations for their primary position or accommodation in an alternate position.

13.04 Where an employee has exhausted their paid leave but cannot work because of sickness or injury, they shall be granted unpaid leave for the period of sickness or injury. Such employee shall continue to earn service for seniority purposes only during such unpaid leave, except where the employee would normally be laid off. Employees accessing this unpaid leave shall, upon request from the Employer, provide the Employer with a medical certificate.

ARTICLE 14 HOLIDAYS

14.01 * The following shall be designated holidays:

- i. New Year's Day
- ii. Good Friday
- iii. Victoria Day
- iv. Canada Day
- v. Regatta Day
- vi. Labour Day
- vii. National Truth and Reconciliation Day
- viii. Thanksgiving Day
- ix. Armistice Day
- x. Christmas Day
- xi. Boxing Day

14.02 If one of the above holidays occurs on a Saturday or Sunday, then the following Monday will be the designated holiday.

Pay for Scheduled Work on Holiday

- 14.03 When an employee is required to work on a holiday, they shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay or they shall be entitled to time off with pay on the basis of one and one-half (1 ½) hours for each hour worked, at the request of the employee. The employee's decision to receive time off must be conveyed to the supervisor within seventy-two (72) hours of working on the holiday. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive pay in lieu of time off at the rate of time and one-half (1 ½) their regular rate of pay for all hours worked on the holiday in addition to holiday pay.
- 14.04 Notwithstanding Article 14.03 above, where the Employer requires an employee to work on a holiday for a number of hours that is less than the number of hours that the employee would work if it were a normal working day, the Employer shall pay to the employee their normal wages for the number of hours worked, plus the wages the employee would have earned if the day were a normal working day.
- 14.05 Upon request, the Employer will make reasonable accommodation for the religious needs of its employees.

Floating Days

- 14.06 In addition, full-time employees employed on or before June 30th will accrue four (4) floating holidays in the calendar year. Employees hired July 1st onward will accrue two floating holidays in the calendar year in which they were hired. Floating days may be taken in conjunction with annual leave, a scheduled holiday or individually, at a time mutually convenient to the employee and the Employer. Floating days are not eligible for end of year carry-over and will not be paid out if an employee terminates employment for any reason.

ARTICLE 15 ANNUAL LEAVE

- 15.01 Annual leave provides a necessary break from the work environment for full time and part time employees. To promote retention and long service, annual leave will accrue based on years of service consistent with the following schedule:

Years of Service	Maximum Yearly Accrual
Year 0 – 2	15 days (1.25 days/month)
Beginning Year 3 – 5	18 days (1.50 days/month)
Beginning Year 6 – 10	20 days (1.66 days/month)
Beginning Year 11 – 15	22 days (1.83 days/month)
Beginning Year 16 +	25 days (2.08 days/month)
Beginning Year 26+	27 days (2.25 days/month)

- 15.02 To be eligible to accrue annual leave, an employee must be entitled to receive pay for at least ten (10) days in a calendar month.
- 15.03 Annual leave for part-time employees will be pro-rated based on the proportion of full-time hours they work.
- 15.04 During the first employment year, annual leave can be accessed after the first eight (8) weeks.
- 15.05 The annual leave year is considered January 1st to December 31st.
- 15.06 Except in circumstances where an employee is unable or not permitted by the Employer to take their full annual leave entitlements, the maximum carry-over permitted in any annual leave balance is ten (10) days.
- 15.07 Any annual leave taken but not yet accrued must be repaid if the employee leaves prior to it being fully accrued.
- 15.08 Annual leave shall be scheduled based on business requirements, team scheduling, and the employee's needs. To schedule annual leave time, all employees will submit a request to their supervisor with as much advance notice as possible. Every reasonable effort will be made to ensure annual leave is scheduled at mutually agreeable dates. During peak vacation periods, annual leave requests should be submitted as follows:
- (a) June 1 – September 30 - requests by March 30;
 - (b) December 15 – January 15 - requests by September 30.

- 15.09 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, upon providing a medical certificate.

ARTICLE 16 MATERNITY LEAVE/ADOPTION LEAVE/PARENTAL LEAVE

Maternity Leave

- 16.01 An employee is entitled to up to seventeen (17) weeks of unpaid Maternity Leave. Such leave shall not commence prior to seventeen (17) weeks before the expected delivery date.

Parental Leave

- 16.02 An employee who has been employed for at least twenty (20) weeks is entitled to up to sixty-one (61) weeks of unpaid Parental Leave, which must commence within the first 35 weeks after the birth or adoption of the child.
- 16.03 An employee may return to duty prior to the scheduled date of return after giving the Employer four (4) weeks' notice of their intention to do so.
- 16.04 The employee shall resume their former position and salary upon return from leave, with no loss of accrued benefits. If the position became redundant during maternity/adoption/parental leave, the employee on their return to work will be given the required notice and will be entitled to exercise their rights under the Collective Agreement.
- 16.05 Periods of leave up to seventy-eight (78) weeks shall count for seniority and notice purposes.
- 16.06 Employees on leave will have the option of continuing to pay their portion of group insurance plan premiums to a maximum of seventy-eight (78) weeks. Where an employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- 16.07 An employee may be awarded paid sick time for illness that is a result of or may be associated with pregnancy prior to the commencement of maternity leave or upon the birth of the child, whichever occurs first.
- 16.08 While on maternity/adoption/parental leave the employees may apply to available job postings.

- 16.09 Employees who wish to proceed on paid leave prior to the commencement of maternity/adoption/parental leave or upon the expiry of such leave shall be permitted to do so.
- 16.10 Bargaining unit employees shall be granted one (1) day paid leave upon the birth or adoption date of a child.

ARTICLE 17 SPECIAL LEAVE

- 17.01 (a) With the approval of the Chief Executive Officer, special leave without pay may be granted in exceptional circumstances to an employee, provided that the employee has no current, accrued or accumulated leave available to him.
- (b) Employees on special leave without pay shall continue to accumulate seniority except where they would have been otherwise laid off.

ARTICLE 18 OTHER LEAVE

Personal Leave

- 18.01 The Employer recognizes and respects that balancing work and home life can be challenging. Personal leave is designed for employees to attend to various immediate responsibilities that come up unexpectedly and cannot be scheduled outside of work hours. Employees are provided a maximum of three (3) working days per calendar year. These days will be prorated in the case of a new hire in the first year.
- 18.02 Personal leave may apply in the following examples, but is not limited to these:
- (a) Attending to the temporary care of a sick family member;
 - (b) Accompanying a dependent minor or family member on a medical appointment;
 - (c) Attending to unforeseen needs related to home (furnace breaks, pipes burst, etc.);
 - (d) Attending to unforeseen family emergencies (child care issues, elder care, etc.)
- 18.03 All employees need to advise their supervisor as soon as possible of their absence, the reason and when they expect to be able to return to work.

18.04 Personal leave does not carry over at the end of the year and is not subject to payout. It can be used as sick time if an employee has used the maximum of these days.

Jury Leave:

- 18.05 (a) The Employer shall grant leave with pay to an employee who serves as a juror or who is required to attend jury selection.
- (b) Employees may be entitled to leave with pay when subpoenaed by a board or authority legislatively entitled to issue a subpoena to appear as a witness on matters directly related to their employment with the Employer.

Family Abuse Leave:

- 18.06 * (a) The Employer recognizes that employees face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) Employees experiencing family abuse or employees with a dependent child experiencing family abuse shall be granted leave with pay for up to five (5) days per fiscal year and an additional leave without pay for up to five (5) days per fiscal year to attend appointments with professionals, legal proceedings, or engage in any other necessary activities to support their health, safety, and security.
- (c) This leave may be taken as consecutive days, as single days, or as half a day, with request for approval being sought as soon as is reasonably possible.
- (d) This leave will be in addition to existing leave entitlements.
- (e) There shall be no carryover of unused Family Abuse Leave from one fiscal year to the next.
- (f) All personal information concerning family abuse will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement, or as may be required by law.
- (g) An employee shall not be eligible for Family Abuse Leave if the family abuse is committed by the employee.

ARTICLE 19 BEREAVEMENT LEAVE

- 19.01 (a) In the case of the death of an employee's mother, father, legal guardian, step- parent, partner of a parent, brother, sister, child, step child, foster child, foster parent, spouse, common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or near other relative living in the same household, an employee shall be entitled to three (3) days bereavement leave with pay.
- (b) For the purposes of this Article, "common-law spouse" means a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year.
- 19.02 (a) In cases where extraordinary circumstances prevail, the Employer may, at its discretion, grant additional paid leave up to a maximum of two (2) consecutive days.
- (b) The Employer may, at its discretion, grant paid leave in respect of other close relationships that are not listed above by providing up to one (1) day or the time in the work day to attend a funeral or memorial service.
- 19.03 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.
- 19.04 Bereavement leave will not apply if an employee is on an unpaid leave of absence.

ARTICLE 20 TIME OFF FOR ASSOCIATION BUSINESS

- 20.01 Upon written request by the Association to the Employer and with the Employer's written approval, authorized union representatives shall be granted leave without pay, an amount which collectively does not exceed seventy-five (75) hours in a fiscal year, for the purposes of attending official union business such as conventions and union education programs.
- 20.02 With the approval of the Employer, leave with pay shall be awarded to a maximum of three (3) employees who are members of negotiating committees while they are attending negotiating sessions with the Employer. The Association shall notify the Employer 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 as far in advance as possible.

- 20.03 (a) The Employer may grant, on written request, leave of absence without pay for a period not exceeding one (1) year for an employee selected for a fulltime position with the Association, without the loss of accrued benefits. Employees may not accrue any benefits, other than seniority, during such period of absence.
- (b) Such leave may be renewed each year, upon written request. However, the employee shall not be guaranteed a return to their former position. The Employer shall use best efforts to place the employee in a similar position for which they are qualified.
- 20.04 Subject to the approval of the Employer unpaid leave may be provided to individuals requesting periodic leave of varying duration to work on behalf of the Association. Employees will accrue seniority during such periods of absence.

ARTICLE 21 TERMINATION

- 21.01 Subject to Clause 21.09, upon termination of service an employee shall receive pay for all accrued annual leave not taken by them prior to the date of termination.
- 21.02 The Employer will endeavour to make all monies owing to the employee available to the employee on the payday immediately following the termination date of employment.
- 21.03 (a) Except in the case of dismissal for just cause, thirty (30) calendar days' notice, in writing, shall be given to permanent employees who are to be laid off or whose services are to be terminated.
- (b) Probationary employees shall be provided with one (1) week notice or pay in lieu of notice, at the discretion of the Employer;
- (c) If appropriate notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- 21.04 (a) Employees who wish to terminate their employment shall give their Manager and representative of Human Resources two (2) weeks' written notice. Such notice may only be revoked within three (3) days.
- (b) Should the Employer require the employee to vacate their position prior to the expiry of the notice period, the employee shall be paid for the number of days by which the period of notice was reduced by the Employer.

- 21.05 Paid 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.
- 21.06 The period of notice may be reduced or eliminated by mutual agreement.
- 21.07 The Employer will endeavour to provide a separation certificate to the employee within five (5) days of the date of termination of employment.
- 21.08 Permanent employees whose positions are declared redundant or who are dismissed without cause 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 Appendix "B". Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Employees who are re-employed with the Employer shall be required to pay back a pro-rated part of any pay in lieu of notice they received.
- 21.09 Where an employee who is terminating their employment has overdrawn their annual leave, the Employer reserves the right to withhold payment for overtime, or any other compensation owing to the employee, provided that the amount withheld does not exceed the amount required to reimburse the Employer.

ARTICLE 22 TEMPORARY ASSIGNMENT

Acting Assignment:

- 22.01 Temporary assignment means the assignment of an employee by the Employer to a classification outside their regular classification on an interim basis.

Selection for Acting Assignment:

- 22.02 When filling temporary assignments within the bargaining unit, the Employer will consider three (3) criteria: qualifications, ability and seniority. Where candidates are evaluated as being relatively equal, the senior candidate shall be selected.

Rate of Pay in Acting Assignment

- 22.03 (a) Where an employee is required, in writing, by the Employer 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 the temporary assignment at a rate in the higher classification salary band which will yield an increase of not less than five (5%) percent, provided that the rate does not exceed the maximum of the salary scale.
- (b) An employee on temporary assignment to a lower classification shall retain their regular rate with appropriate salary adjustments which may have been awarded during the temporary assignment.

Acting Assignment Outside the Bargaining Unit

- 22.04 (a) 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. Employees who are temporarily assigned outside the bargaining unit shall:
- (i) continue to accumulate seniority;
 - (ii) have access to the grievance procedure as if they were still covered by this Agreement; and,
 - (iii) continue to pay union dues.
- (b) Notwithstanding the foregoing, in the event that an employee is temporarily assigned outside the bargaining unit, they will not accumulate seniority during any period when they would normally have been laid off.

- 22.05 A temporary assignment shall cease when the former employee of the position returns to duty or when a person has been appointed to the position in accordance with Clause 27.02. The temporarily assigned employee shall be returned to their former position and salary with appropriate adjustments made for any salary increases in the interim.

Requirement to Post:

- 22.06 In the event a temporary assignment is in excess of thirteen (13) weeks or a vacancy exists, the position will be posted within one (1) month of the availability of the temporary assignment or the existence of the vacancy.

ARTICLE 23 ALTERNATE SERVICE OPTIONS

- 23.01 The Employer is committed to providing continued employment for employees who would otherwise become redundant where the work is contracted out, and the Employer will endeavour to maintain the existing benefits applicable to such employees.
- 23.02 The Employer agrees that it will give the Union two (2) months' notice of its intention to use alternate service options.

ARTICLE 24 INJURY ON DUTY LEAVE

- 24.01 All employees shall be covered by *The Workplace Health and Safety Compensation Act*.
- 24.02 An employee who is unable to perform their duties because of a personal injury received in the performance of their duties shall report the matter to their 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 their Supervisor.
- 24.03 (a) An employee who is unable to perform their duties because of a personal injury received in the performance of their duties shall be immediately placed on Injury on Duty Leave and receive compensation in accordance with the provisions of *The Workplace Health and Safety Compensation Act*.
- (b) Upon receipt of compensation benefits, the employee shall reimburse the Employer for the amount of Paid Leave which was granted.
- (c) If the claim is subsequently denied by the Workplace NL, monies advanced under sub- section (a) shall be charged to other employee leave programs, including sick time or short-term disability benefits if medically supported.

ARTICLE 25 PROTECTIVE CLOTHING

- 25.01 Where protective clothing is required by the Employer in accordance with safety regulations, protective clothing shall be provided free of charge to the employees. This protective clothing and safety equipment remains the property of the Employer at all times. The Employer shall replace such articles where an inspection by the Employer determines the need for replacement. In the event that the Employer and employee cannot agree upon the need for replacement, or initial issuance of such items, then an OHS Officer shall determine the issue.

ARTICLE 26 SENIORITY

Definition of Seniority:

- 26.01 (a) Seniority is defined as the total length of service with the Employer in a position included in the bargaining unit. Seniority shall operate on a bargaining unit wide basis.
- (b) Newly hired employees shall be on probation as outlined in Clause 2.01 (o) and subject to Clause 8.08 shall be entitled to all rights and benefits of this Agreement. After the completion of the probationary period, seniority shall be effective from the original date of hire.
- (c) Notwithstanding Article 2.01(o), an employee's probationary period may be extended by a period not to exceed ninety (90) days at the discretion of the Employer.
- (d) Employees who accepted an offer of employment from the Corporation pursuant to the Joint Sponsorship Agreement will have their General Service bargaining unit service recognized for seniority purposes.

Loss of Seniority:

- 26.02 For the purpose of this Agreement, seniority shall be considered broken and all seniority rights forfeited when an employee:
- (a) resigns;
- (b) is dismissed for just cause and not reinstated;
- (c) fails to return to work after receiving a recall notice to do so. Where an employee, because of exceptional circumstances, is unable to report to work when required, they will not forfeit their recall rights. It shall be the responsibility of the employee to keep the Employer informed of their current address;
- (d) has been out of the service of the Employer in excess of twenty-four (24) consecutive months;
- (e) is absent from work for five (5) consecutive days without notifying the Employer or giving a satisfactory reason for such absence to the Employer.
- (f) has been permanently appointed to a management position in excess of twenty-four (24) consecutive months.

ARTICLE 27 JOB POSTING AND PROMOTION

Job Postings:

- 27.01 (a) Where the Employer determines that a vacancy in a bargaining unit position is to be filled, or there is a temporary position expected to last thirteen weeks or more, the Employer shall post notice of the competition for at least seven (7) calendar days in readily accessible places in order that all employees will have an opportunity to know about all postings and be able to make application therefore.
- (b) The notice of posting shall contain the following information: classification title, summary of duties, required qualifications of the position, and the applicable wage rate or range. Qualifications shall not be established in an arbitrary matter.

Filling a Vacancy or Temporary Position

- 27.02 When filling vacancies within the bargaining unit, the Employer will consider three (3) criteria: qualifications, ability and seniority. Where candidates are evaluated as being relatively equal, the senior candidate shall be selected.

Rate of Pay on Promotion:

- 27.03 On promotion of an employee to a higher pay range, their rate of pay will be established at the salary in effect for the higher classification, which will yield an increase of not less than five (5%) percent.
- 27.04 Changes in pay rates as a result of a promotion shall be effective from the date the employee assumes the new position.

Interviews and Selection:

- 27.05 Where an employee is required to attend an employment interview with the Employer, such employees shall be awarded time off with pay for the purpose of attending the interview.
- 27.06 Upon request, an unsuccessful applicant for a job vacancy will be informed of the reason why they were unsuccessful and/or the name and classification of the successful applicant.

Retention of Permanent Status

27.07 A permanent employee who obtains a temporary position shall retain their permanent status and return to their permanent position at the end of the temporary position.

ARTICLE 28 RATE OF PAY ON RE-ASSIGNMENT

Voluntary Demotion

28.01 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 above the new pay range, it shall be adjusted to the top end of the pay range of the lower classification.

Involuntary Demotion

28.02 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 is above the maximum for the new pay range, the existing rate shall be red-circled.

28.03 * When an employee has to seek or accept a change in classification because of a health condition or lighter work because of advancing age, when recommended by a qualified medical practitioner, then such movement will be considered as an involuntary re-assignment. Such a movement will only be possible if an appropriate vacancy exists and the employee has the necessary qualifications and abilities.

Lateral Re-Assignment

28.04 The rate of pay of an employee who is laterally re-assigned shall be their existing rate.

ARTICLE 29 TECHNOLOGICAL CHANGE

Advance Notice

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

Consultation

- 29.02 Any such change shall be made only after the Association and the Employer have discussed the matter. The discussion shall take place within ten (10) days of the Employer's notification to the Association.

Attrition Arrangement

- 29.03 No employee will be laid off because of technological change or new method of operation unless such employee refuses without good reason to avail of additional training provided to equip the employee with new or greater skills required by the technological change or new method of operation.

Income Protection

- 29.04 An employee who is displaced from their job by virtue of technological change or new method of operation will suffer no reduction in normal earnings, unless such employee has refused, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required to prevent displacement

Transfer Arrangements

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

Training Benefits

- 29.06 In the event that the Employer should introduce new methods of operation or machines which require new or greater skills than are possessed by the employees under the present method of operation, such employees shall, at the expense of the Employer, be given a reasonable period of time, in the opinion of the Employer, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee.

Employees who fail in a reasonable period of time to acquire the new skills necessitated by the new method of operation may be laid off.

No New Employees

29.07 No additional employee(s) shall 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 working and affected by the change have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment as provided in Article 29.06.

ARTICLE 30 DISCIPLINE

- 30.01 (a) The Employer values open and timely communications between supervisors and their employees. In instances where an employee is not meeting the expectations of the Corporation, the Employer will apply a progressive corrective action approach to help any employee understand performance concerns and what is expected to appropriately address the concerns.
- (b) The Employer shall notify an employee in writing of any dissatisfaction concerning their work within fifteen (15) days of the occurrence or discovery of the incident giving rise to such dissatisfaction. This notification shall include particulars of work performance which led to such dissatisfaction. If the procedure is not followed, such expression of dissatisfaction shall not become a part of their record for use against them at any time. This Clause shall apply in respect of any expression of dissatisfaction relating to his/her work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.
- 30.02 Within five (5) days of an oral notification of corrective action to be taken, an employee shall be given written confirmation of the action. This notification shall include particulars of work performance which led to such dissatisfaction.
- 30.03 All corrective action may be subject to formal grievance procedure as outlined in Article 8.
- 30.04 In situations where the Employer is unable to investigate a matter to its satisfaction but feels the employee should be removed from their place of employment, it shall be with pay.
- 30.05 When an employee is required to attend any meeting that may result in discipline or any meeting where discipline corrective action is imposed, the Employer shall advise the employee that they are entitled to have, at their request, a Shop Steward or a representative of the Union attend the meeting.

ARTICLE 31 PERSONNEL FILES

- 31.01 A copy of a document placed on an employee's personnel file which might at any time be the basis of corrective action shall be supplied to the employee, who shall acknowledge having received such document by signing the file copy.
- 31.02 * Any such document shall be removed from the personnel file of the employee after the expiration of eighteen (18) months, provided there has not been a recurrence of a similar incident during that period.
- 31.03 An employee shall, at any reasonable time, be allowed to inspect their personnel file and may be accompanied by a representative of the Association if they desire.
- 31.04 Copies of specific documents in an employee's personnel file may be made available to the employee, on request.
- 31.05 There shall be one (1) official personal file, the location of which shall be designated by the Employer.

ARTICLE 32 TRAVEL ON EMPLOYER BUSINESS

- 32.01 (a) For the purpose of this Article, "travel time" means travel on the Employer's business authorized by the Employer for an employee by land, sea or air away from their designated work location 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 Employer.
- (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 the prior approval of the Employer, set their own travel arrangements. The compensations payable may not however, in any case, be greater than if the travel arrangements had been set in accordance with Clause 32.01 (c)(i).
- (d) Subject to Clause 32.01 (c), an employee who is required by the Employer to

engage in "travel time" shall be compensated at overtime rates for all "travel time", provided that the maximum amount claimable in any one day does not exceed a regular day's pay.

- (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 the destination, plus one half (1/2) hour.
 - (ii) For travel by personal or Employer 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 purposes of this clause, travel time compensation will be based upon one (1) hour for each seventy-two (72) kilometers to be travelled.
- (f) Notwithstanding any provisions in Clause 32.01, compensation will not be paid for travel time in connection with transfers, educational courses, training sessions, conferences, seminars or employment interviews.
- (g) For the purpose of this Article, no travel time is payable in respect of travel within a radius of twenty (20) kilometers from an employee's designated work location.

Travel Allowances:

32.02 Employees who are authorized to travel on company business shall be entitled to receive such allowances as are provided in the Employer's Business Travel Policy, as amended.

ARTICLE 33 SAFETY

33.01 The Employer shall make reasonable provisions for the safety and health of its employees during their hours of employment.

33.02 Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer.

33.03 It is mutually agreed that the Employer, the Union and employees shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health issues.

33.04 All matters dealing with safety shall be discussed by the appropriate Occupational Health and Safety Committee.

ARTICLE 34 GROUP INSURANCE

- 34.01 (a) The Employer agrees that it shall provide group benefits to all full time permanent employees.
- (b) Temporary employees shall be eligible for group benefits if:
- (i) they are employed for more than ninety (90) consecutive days; or,
- (ii) the assignment that they are to cover has a term of one (1) year or more.
- (c) Insurance coverage is mandatory for all eligible employees. The Employer may waive this requirement for Health and Dental insurance if an employee can provide evidence satisfactory to the Employer that they have coverage elsewhere.
- (d) Eligibility for insurance benefits shall be determined by the Plan carrier in accordance with the Policy.
- 34.02 (a) Except for Short Term Disability Insurance and Long-Term Disability Insurance, the Employer agrees to pay 60% of the premiums of the Plan, and the employee agrees to pay the remaining 40%.
- (b) The Employer will pay 100% of the premiums for Short Term Disability Insurance.
- (c) Employees will pay 100% of the premiums for Long Term Disability Insurance.
- (d) Probationary employees shall not be entitled to Long Term Disability Insurance.
- 34.03 A summary of the general provisions and benefits of the Plan shall be provided to all employees.
- 34.04 The Employer's responsibility under this section is limited to the payment of premiums to purchase insurance. The Employer has no liability for the failure or the refusal of the insurance carrier to honour an Employee's claim or to pay benefits and no such action on the part of the insurance carrier will constitute a breach of this agreement by the Employer. The Employer is not responsible for paying any benefits under this section. Notwithstanding Articles 8 and 9, no dispute arising under or related to this section will be subject to the grievance and arbitration procedures, except where the Employer has failed to pay the premiums required to purchase the insurance coverage.

Employee and Family Assistance Program

- 34.05 The Employer is committed to continuing to provide an Employee and Family Assistance Program designed to foster and maintain the well-being and productivity of employees by providing confidential assistance or short-term counselling to those

who are experiencing personal or work-related problems. For greater certainty, family coverage includes spouse and dependent children.

ARTICLE 35 LAY-OFF AND RECALL

Layoff Procedure

- 35.01 Where the Employer determines that a layoff is required, employees in that position shall be laid off in reverse order of seniority, provided that the employees retained are qualified and able to do the available work.
- 35.02 Where an employee has received notice of layoff and the Employer determines that the employee's services are required beyond the effective date of the notice of lay-off, the Employer may extend the notice period without being required to issue a further notice of lay-off. Such extensions may occur one day at a time to a maximum of twenty (20) days for any one notice period.

Bumping Procedure

- 35.03 (a) An employee who is to be laid off in accordance with this Article or who is not recalled when a recall occurs shall have the option to bump provided the employee retained is qualified and able to perform the duties required. An employee can only bump an equivalent or lower classification.
- (b) An employee who changes their classification as a result of bumping shall receive the rate of pay of the new classification. Employees who are recalled to their own classification may not refuse such a recall.
- (c) An employee who is bumped in accordance with this procedure 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.

Recall Procedure

- 35.04 Where the Employer determines a recall of an employee is necessary, the employee who has the most seniority shall be the first employee recalled, provided the employee who would be recalled in accordance with this procedure has the necessary skill, ability and qualifications to perform the duties required. In effecting recalls where more than one employee has equal seniority, the most senior employee shall be determined by a random draw.

- 35.05 An employee who accepts a position while on layoff status shall have recall rights to their original position. In the event the employee refuses a recall to their original position, they shall forfeit recall rights to that position.

ARTICLE 36 LABOUR MANAGEMENT COMMITTEE

- 36.01 A Labour Management Committee shall be established for the purpose of meeting and conferring on matters of mutual interest which are not properly the subject matter of a grievance or negotiations. Such committee shall consist of an equal number of representatives of management and the Association and shall be chaired alternately by a representative of management and a representative of the Association.
- 36.02 The Committee shall meet within two (2) weeks of a request from either side.
- 36.03 The purpose of the Labour Management Committee shall be to promote effective communication between management and the employees and to this end the terms of reference shall include such things as working conditions, local rules and regulations, efficiency and productivity.

ARTICLE 37 TERMINATION PAY

- 37.01 An employee who is terminated for reasons other than just cause shall receive termination pay in accordance with Appendix "B".
- 37.02 For the purpose of this Article, any period during which an employee is on authorized leave without pay, such period shall not be deemed to be a break in service. However, periods of authorized leave without pay shall not be considered as service in the calculation of termination pay entitlement unless otherwise specified in the Collective Agreement.

ARTICLE 38 PERFORMANCE MANAGEMENT, MERIT SALARY REVIEW AND SHORT-TERM INCENTIVE

- 38.01 Performance Management has been designed for shared understanding of priorities, expectations and performance between the employee, the manager, and the corporation. In addition to a shared understanding of accomplishments during the review period, there will be an opportunity to identify improvements and personal development areas.

Annual Performance Review

- 38.02 The review process will typically take place within the first quarter of each business year and will be initiated by Human Resources. Managers and employees are however encouraged to hold an additional review during the year in order to provide feedback and update Personal Performance Objectives (PPOs) if necessary.
- 38.03 The five (5) Overall Performance Ratings to be defined during the annual performance review are:
- Outstanding
 - Exceeds Expectations
 - Meets Expectations
 - Progressing/Developing
 - Improvement Required
- 38.04 The review process is a two-step discussion between employee and Immediate Manager once the employee has completed Self-Assessment. The Immediate Manager shall complete the performance review and recommends an Overall Performance Rating for approval by the appropriate Vice President.

Salary Ranges and Merit Salary Increase

- 38.05 Positions will be internally equitable, with differences in individual pay based on performance, contribution to the success of the corporation and relative salary position (RSP).
- 38.06 (a) Salary ranges are specified in Chart "1". Part-time employees have the range pro-rated based on percentage of normal working hours.
- (b) Chart 1 is subject to annual review to reflect market conditions and may be adjusted upward in consultation with the Association.
- 38.07 Employees shall be eligible for annual salary increases in accordance with the Merit Matrix specified in Chart "2". Merit increases are not processed unless the full Annual Performance Review is completed. Merit Salary Adjustments are effective April 1 of each year. New hires after January 1 of a year are not eligible until the following year.

Short Term Incentive Plan

- 38.08 The terms and conditions of the Short-Term Incentive (STI) Plan which are applicable to eligible employees within the Corporation, shall apply to employees who are indeterminate employees of the Corporation.

- 38.09 (a) The STI has two components: Corporate and Individual Performance.
- (i) The Corporate portion includes an incentive potential of the maximum STI percentage by level per fiscal year for meeting Corporate performance targets or an alternate amount if the Corporation partially meets the targets it sets.
 - (ii) The Individual Performance portion includes an incentive potential of the maximum STI percentage by level per fiscal year for meeting Personal Performance Objectives (PPOs) or an alternate amount if the individual partially meets the PPOs. Payments for the Individual Performance portion are specified in Chart "3".
- (b) The maximum incentive potentials and the weightings between Corporate and Individual portions shall be determined annually in March by the Employer.
- 38.10 Corporate component for employees with a Progressing/Developing performance rating will be made at 50% of the approved amount. No STI payout will be made if performance is rated Improvement Required.

Setting Personal Performance Objectives:

- 38.11 In conjunction with the annual Performance Review process, the previous year's PPOs will be evaluated and current year PPOs developed and approved by first and second level managers within sixty (60) days of the announcement of the Corporate objectives. All Short-Term Incentive Plan Participants will ordinarily have a minimum of 3 PPOs.
- 38.12 STI maximum by level for the life of this agreement is specified in Chart 4. Part-time employees will be eligible for pro-rated incentive payments based on percentage of normal working hours.
- 38.13 Notwithstanding the terms of the Short Term Incentive Plan, employees must be actively on December 31, as well as on the date of payout, as determined by the Corporation, and meet all of the other requirements for payment as outlined. New hires after October 31 of a plan year will not be eligible until January 1 of the next plan year. New hires in a plan year will be eligible for a prorated amount based on the number of complete months worked in the plan year.
- 38.14 The Corporation may modify any of the terms and conditions of the Short Term Incentive Plan or modify the attainment and payout range scale for the then current or subsequent fiscal year(s) following consultation with the Association at least sixty (60) days prior to the implementation of such changes.

CHART 1 * SALARY RANGES

Structure Level	Role Level	Min	Mid	Max
5	Team Leader/ Senior Professional	75,000	90,200	105,200
4	Professional/ Senior Technical	60,500	72,400	84,500
3	Technical/ Senior Administrative Support	48,500	58,300	68,000
2	Intermediate Administrative Support	39,000	46,700	54,600
1	Administrative Support	29,500	35,400	41,000

The Employer agrees to implement Mercer Report increase (4%) to Chart 1 effective April 1st, 2022. All impacted employees will receive retroactive adjustments.

CHART 2 MERIT INCREASE MATRIX

Overall Performance Rating	Relative Salary Position (RSP)		
	<95%	95% - 105%	105%
Outstanding	5.0%	4.0%	3.0%
Exceeds Expectations	4.0%	3.0%	2.0%
Meets Expectations	3.0%	2.0%	1.5%
Progressing/Developing	2.0%	1.5%	1.0%
Improvement Required	0.0%	0.0%	0.0%

CHART 3 SHORT TERM INCENTIVE PLAN

Attainment	Payout Range
Below 80%	0%
80% - 90%	0% - 50%
90% - 100%	50% - 100%
100%	100%
100%-150%	100%-150%

CHART 4**SHORT TERM INCENTIVE PLAN**

Structure Level	Maximum STI (% of Base Salary)
5	5%
4	5%
3	5%
2	5%
1	5%

ARTICLE 39 STRIKES AND LOCKOUTS

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

ARTICLE 40 AMENDMENT BY MUTUAL CONSENT

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

ARTICLE 41 JOINT CONSULTATION

41.01 The Employer agrees to consult with the Association about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

ARTICLE 42 PERSONAL LOSS

- 42.01 Subject to Clauses 42.02 and 42 .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 any loss suffered, to a maximum of \$1,000.00, subject to the provision of replacement item receipts, original purchase receipts if available and the approval of the Chief Executive Officer or designate.
- 42.02 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 Chief Executive Officer or designate.
- 42.03 This provision shall only apply in respect of personal effects which the employee would reasonably have in their possession during the performance of their duty.

ARTICLE 43 LEARNING AND DEVELOPMENT

- 43.01 The Employer's learning and development budget will focus on courses and programs that are directly related to and enhance the current position of an employee as well as future opportunities they may wish to pursue within the Corporation. Employees should identify new skills needed for career progression and succession planning, and actively engage their manager in development planning.

Leave With or Without Pay:

- 43.02 Upon written application and with the prior approval of the Employer, an employee may be awarded education leave, under such terms and conditions as the Employer may prescribe, as follows:
- (a) Where the Employer requires an employee to take advanced or supplementary courses of professional or technical training, the employee shall be awarded leave with pay where required.
 - (b) At the request of an employee, education leave may be awarded to an employee to enable them to participate in courses of training either within or outside the Province. The duration of and the rates of pay for such leave shall be subject to such terms and conditions as the Employer may see fit to prescribe.
 - (c) With approval of the Employer, leave with pay up to three (3) days may be awarded to an employee for the period of time required to write exams for educational courses approved by the Employer.

43.03 Subject to operational requirements and availability of qualified replacement staff, an employee may be granted unpaid education leave up to a maximum of two (2) consecutive years at any one time. The employee shall not accrue any benefits of the Collective Agreement, except for seniority during periods of education leave.

Expense Re-imburement:

43.04 Employees must submit the required documentation and receipts to process reimbursement.

43.05 The costs associated with learning and development are reimbursed following completion. In cases where there is significant cost, duration or extenuating circumstances, reimbursement in advance can be provided at the Employer's discretion. In the event an employee voluntarily leaves prior to completion, any advance payment will be recovered.

43.06 Employees must be an employee before, during and upon completion of any given course and at the time of the payment of funds to be eligible to participate in the learning and development program.

43.07 The Employer will pay the cost for tuition, textbooks, and/or examination fees upon enrollment for a variety of programs and courses. For license and certification courses (including those with ongoing fees), the corporation will pay 100% of preparatory examination courses and examinations associated with certification, licensing, annual fees and registrations. These programs must relate to recognized professional standards, be required of the colleague in their current or future position, and support our business mandate.

43.08 Programs that have significant time and cost commitments on behalf of the organization (such as degrees) will have a separate return on service arrangement where employees will repay the costs of programs should they voluntarily leave employment within one (1) year of the completion date.

43.09 Employees while on unpaid educational leave shall continue to accumulate seniority including periods of educational leave prior to signing of this Agreement.

ARTICLE 44 PENSIONS

44.01 All eligible employees of the Corporation shall participate in the Public Service Pension Plan.

44.02 The Employer agrees to pay the Employer's portion of coverage for Employees accepting offers of employment under the provisions of Section 3.5 of the December 10, 2015, Joint Sponsorship Agreement in the Government of Newfoundland and Labrador Group Insurance Program Post-Retirement.

ARTICLE 45 ADVANCE NOTICE

45.01 The Union will be advised of the Employer'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 46 DURATION OF AGREEMENT

46.01 * Unless otherwise specified, this collective agreement shall take effect upon the date of ratification and shall remain in full force and effect until March 31st, 2025.

46.02 The provisions of this Agreement shall remain in effect during negotiations for a new or revised Agreement.

APPENDIX "A"
BARGAINING UNIT EXCLUSIONS

For the purposes of Article 3.01, the Parties agree that the following positions are excluded from the bargaining unit:

1. Human Resources Business Partner;
2. Communications Officer;
3. Risk and Legal & Compliance Officer;
4. Executive Assistants;
5. External Consulting Resources engaged in the Platform Upgrade, Service Delivery & Process Engineering Projects;
6. Any additional positions which the parties agree are excluded; and,
7. Any positions which may be determined by the Labour Relations Board to be excluded.

APPENDIX "B"
TERMINATION PAY

Service	Age (Years)					
	<35	35-39	40-44	45-49	50-54	>54
<6 Months	2	4	6	8	10	12
>6 Months- <1 Year	4	6	8	10	12	14
>1 - <2 Years	7	9	11	13	15	17
>2- <4 Years	11	13	15	17	19	21
>4 - <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

APPENDIX "C"
PERFORMANCE APPRAISAL RATING APPEALS – MEDIATION/ARBITRATION

The Parties agree to the following process to resolve disputed performance appraisal rating appeals:

1. There shall be an independent Mediator mutually agreed to by both the Union and the Employer to adjudicate disputed performance appraisal ratings.
2. Employees shall receive their performance appraisal by April 1st of each year.
3. A Rating Appeal shall be initiated by filing an appeal in writing to the Employer within ten (10) business days of the receipt of the annual performance review. The review request shall include a copy of the annual performance review, all documents upon which the employee intends to rely, and a maximum of ten pages of submissions indicating the reasons why the employee is requesting a review of the overall performance rating and the outcome the employee desires.
4. The appraising supervisor shall then have seven (7) business days to provide a written response, including all documents upon which the supervisor intends to rely to support their decision, and a maximum of ten (10) pages of submissions.
5. Notwithstanding the foregoing, the appraising supervisor may initiate a change of rating consistent with the desired outcome of the employee upon review of the appeal materials and/or oral submission prior to an appeal decision. The employee may also agree to accept the original overall performance rating by the supervisor upon review of the appeal material and/or oral submission prior to an appeal decision. In the event an agreement is not reached, a med/arb process shall ensue.

6. Process

It is agreed that in order to resolve the outstanding issues between the parties to this dispute, there will be an effort to isolate points of agreement and disagreement, to explore alternative solutions and to consider compromises or accommodations.

7. Mediator's Role

The Mediator's role is to assist the parties to negotiate a voluntary settlement of the controversy and issues as described above. The Mediator is a neutral and impartial person with no interest in the controversy. In the event that the parties are unable to reach an agreement on the subject matter of the dispute, the parties agree that the

Mediator is empowered to make a decision for the parties as to how the matter should be resolved. The parties hereby agree that they will abide by the decision reached in the matter.

8. Confidential Disclosures

It is agreed that the Mediator may disclose to any party or to their representative/counsel any information provided by the other party which the Mediator believes to be relevant to the issues being mediated, unless a party or their counsel has specifically requested the Mediator to keep certain information confidential.

9. Effecting a Settlement

It is agreed that where a settlement is reached in the dispute or recommendations are made by the Mediator, the parties and their counsel will carry out the terms of the settlement and recommendations as soon as possible.

10. Inadmissibility

It is agreed that mediation sessions are settlement negotiations and are inadmissible in any further litigation or arbitration to the extent allowed by law. The parties will not subpoena or otherwise require the Mediator to testify or produce records or notes in any future proceedings. No transcripts will be kept of the mediation conference.

11. Subsequent Proceedings

It is agreed that the parties shall not rely on or introduce as evidence or argument in subsequent or other arbitral or judicial proceedings:

- a) any view expressed, or suggestions made, by the other party in respect of the possible settlement of the dispute;
- b) any admissions made by the other party in the course of the mediation;
- c) the fact that the other party had indicated a willingness to accept a proposal or recommendation for settlement made by the Mediator;
- d) any part of the Mediator's recommendations or Mediator's report.

12. All appeals shall be heard on or before May 31st of each year.

13. In any rating appeal, the Mediator may change or confirm the employee's appraisal

rating.

14. The Mediator shall render a decision within ten (10) working days.
15. The decision of the mediator shall be binding on the parties. It is further agreed that the mediator's decision shall not be subject to judicial or arbitral review and each party hereby undertakes to take no further proceedings in such a circumstance. The Mediator shall provide their decision in summary fashion.
16. Each Party shall pay one half (1/2) of the fees and expenses of the Mediator.

*** MEMORANDUM OF UNDERSTANDING #1**
TERMS AND CONDITIONS FOR EMPLOYEES ACCEPTING OFFERS OF
EMPLOYMENT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 3.5 OF
THE DECEMBER 10TH, 2015 JOINT SPONSORSHIP AGREEMENT

Employees who accept offers of employment from the Employer in accordance with Section 3.5 of the December 10th, 2015 Joint Sponsorship Agreement shall be entitled to:

1. Recognition of GS bargaining unit seniority for purposes of Provident¹⁰ seniority;
2. Recognition of GS bargaining unit seniority for purposes of annual leave entitlement;
3. Recognition of GS service for purposes of Appendix "B" Termination pay;
4. A sick leave entitlement equivalent to one hundred percent (100%) of their General Services accumulated sick leave bank as of March 31st, 2017. These sick leave credits may also be used to supplement Short Term Disability Insurance Benefits to one hundred percent (100%) of regular salary.

MEMORANDUM OF UNDERSTANDING #2
ANNUAL LEAVE ENTITLEMENT

Notwithstanding Article 15.01, the Employer may:

- a) recognize for the purpose of annual leave entitlement, the previous continuous years of service of a new employee, provided that:
 - i. the Association is the recognized bargaining agent of that employer, and,
 - ii. the new employee was a member of the Association immediately prior to accepting employment with the Employer.
- b) at its discretion and for the purposes of attraction and retention, provide a new employee with eligibility for one additional week of annual leave over their existing employment arrangement to a maximum of four (4) weeks per year if:
 - i. Transferring employees pursuant to section 3.5 of the Joint Sponsorship Agreement dated December 10th, 2015 are already at four (4) weeks per year, or,
 - ii. Transferring employees pursuant to section 3.5 of the Joint Sponsorship Agreement dated December 10th, 2015 are immediately moved to four (4) weeks per year.

MEMORANDUM OF UNDERSTANDING #3
STARTING SALARY

Notwithstanding Chart 1 in Article 38, the Employer may, for the purposes of attraction and retention, pay newly hired employees a starting wage higher than the stated minimum, as follows:

- a. at any point in the scale between the minimum and the midpoint, where there will be single incumbent in the position; or,
- b. the salary of the lowest person in the position between the minimum and the midpoint, who was a transferring employee pursuant to section 3.5 of the Joint Sponsorship Agreement dated December 10th, 2015.

*** MEMORANDUM OF UNDERSTANDING #4**
SALARY ADJUSTMENTS

Notwithstanding Article 38, the Employer agrees that all employees shall receive the following salary adjustments (based upon their base salary at the end of the previous appraisal year):

- April 1, 2022 – 2%
- April 1, 2023 – 1.5%
- April 1, 2024 – 1.5%

All employees on strength on the date of ratification shall receive a \$1,000.00 signing bonus.

*** MEMORANDUM OF UNDERSTANDING #5
DECLARED PUBLIC HEALTH EMERGENCY**

The Employer recognizes that Public Health emergencies may have an impact on overall operations and service delivery, individual employees, clients and pensioners.

The Employer and the Association recognize 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 declared 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.

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 declared Public Health illness and who cannot work remotely, are required to use their sick leave entitlement as per Article 13 until they return to work.

*** MEMORANDUM OF UNDERSTANDING #6**
HYBRID WORK ARRANGEMENTS

The parties recognize the benefits of access to Hybrid 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 six (6) months of signing the Collective Agreement, the Employer will complete a review of the current Hybrid 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.

*** MEMORANDUM OF UNDERSTANDING #7**
HEALTH CARE SPENDING ACCOUNT

Both parties agree to meet and review similar plans in an effort to design an acceptable plan to be considered at the next round of Collective Bargaining.

SIGNED this 5 day of October, 2022.

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

ON BEHALF OF PROVIDENT¹⁰:

Heather Keough
[Signature]
Jason Dunde

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

Earl Lang
[Signature]
Deise Zund
Rudy Mullett