



COLLECTIVE AGREEMENT

BETWEEN

REGISTERED NURSES' UNION NEWFOUNDLAND & LABRADOR

AND

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

April 26, 2021 – April 25, 2025

THIS AGREEMENT made this 06 day of April, Anno Domini, Two Thousand and Twenty-Two;

BETWEEN:

REGISTERED NURSES' UNION NEWFOUNDLAND & LABRADOR

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 PURPOSE OF AGREEMENT

- 1:01 The purpose of this Agreement is to settle all conditions of employment relating to remuneration, hours of work, employee benefits and working conditions.
- 1:02 In the event that any future legislation renders null and void any provision of this Agreement, the remaining provisions shall remain in effect during the term of this Agreement.
- 1:03 This Agreement shall take precedence over all rules, regulations and policies of the Employer in the event there is a conflict between the text of this Agreement and any regulation of the Employer.

ARTICLE 2 RECOGNITION

- 2:01 The Employer recognizes the Newfoundland and Labrador Association of Public and Private Employees as the bargaining agent for the employees in accordance with the Certification Order issued by the Labour Relations Board on October 1, 1990, and any agreements between the Employer and the Union subsequent thereto.
- 2:02 There shall be no written or verbal agreement made with the Employer or their designate which may conflict with the terms of this Agreement except where mutually agreed between the employee, the Union and the Employer.
- 2:03 Employees shall have the right to have the assistance of a representative of the Union on all matters relating to Employer-employee relationships. Union representatives may have access to the Employer's premises in order to provide the required assistance provided that such access does not interfere with the employee's duties.
- 2:04 In the event of the creation of a new classification during the terms of this Agreement the Employer shall set the rate for the probationary period. Thereafter, the parties to the Agreement shall determine whether the new classification should be included in the bargaining unit or not, and if so to negotiate the applicable salary. In the event the parties cannot agree on salary, the dispute shall be referred to arbitration. Should the parties disagree as to whether the classification should be included in the bargaining unit, the matter shall be referred to the Labour Relations Board for adjudication.

ARTICLE 3 EMPLOYEE RIGHTS

- 3:01 Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to the Employer.
- 3:02 The Employer agrees that there shall be no discrimination with respect to any employee in any matter relating to the terms and conditions of employment as set out in this Agreement or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, or sexual orientation nor by reason of their membership or activity in the Union.
- 3:03 Persons whose jobs are not in the bargaining unit may work on any job which is included in the bargaining unit when regular employees are temporarily unavailable. Persons whose jobs are in the bargaining unit shall only be assigned work with their classification except in cases of temporary assignment as mutually agreed by the Employer and the employee.
- 3:04 * Subject to Article 41, the Employer and the Union recognize the right of employees to work in a respectful workplace.
- 3:05 There shall be only one (1) recognized personal file which shall be maintained at Provincial Headquarters of the Registered Nurses' Union Newfoundland & Labrador. An employee has the right, after making an appointment and during regular working hours, to consult their personal file.
- 3:06 The Employer shall notify the employee in writing of any dissatisfaction concerning their work within seven (7) working days of the event of the complaint. This notification shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, the expression of dissatisfaction shall not become a part of their record for use against them at any time.

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

At the request of an employee, the Employer shall be responsible for removing adverse reports from their file after the eighteen (18) month period mentioned above.

The employee's written reply to such notification of dissatisfaction shall become part of their record and shall be removed when the corresponding expression of dissatisfaction is removed from their record.

3:07 A Labour Management Committee shall be formed consisting of three (3) representatives from each side. A quorum shall consist of a minimum of one (1) representative from each side. This Committee shall meet at least once every two (2) months or more often by mutual agreement between the parties to discuss employee/Employer related concerns. The Committee shall be set up within sixty (60) days of date of signing.

3:08 All employees covered by this Agreement shall have the right to refuse to cross a picket line. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered in violation of this Agreement nor shall it be grounds for disciplinary action. Employees shall not suffer loss of salary for refusing to cross such picket lines.

ARTICLE 4 MANAGEMENT RIGHTS

4:01 The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the Institutions under its control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

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

ARTICLE 5 CHECKOFF

5:01 The Employer shall deduct from every employee coming within the bargaining unit the monthly dues and other assessment fees of the Union.

5:02 Deductions

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

5:03 The Employer agrees that when issuing T-4 slips the amount of membership dues paid by an employee to the Union during the previous taxation year will be recorded on the T-4 statement.

5:04 The Union shall inform the Employer of the authorized deduction to be made.

5:05 A member of the Union shall acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the Collective Agreement. A representative of the Union shall be given an opportunity to interview each new employee within regular working hours and without loss of pay during the first week of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership.

ARTICLE 6 LOCKOUTS/STRIKES

6:01 The Employer agrees that there shall be no lockout of employees during the life of this Agreement. The Union agrees there shall be no strikes, suspension or slowdown of work, picketing or any other interference with the Employer's business during the life of this Agreement.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE

7:01 * The Employer acknowledges the right of the Union to appoint a Shop Steward and a Shop Steward Committee. The Union will inform the Employer in writing of the name of the Steward and any subsequent change therein. The Employer shall not be asked to recognize any Steward until such notification has been received from the Union.

In this Article, a grievance shall consist of a dispute concerning the interpretation, application or alleged violation of any Clause of this

Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined, if necessary, by arbitration. Both parties agree to make every effort to settle such grievance properly through the following Steps:

Step I:

An employee shall file their grievance in writing with the Manager of Business Services within ten (10) calendar days of the matter giving rise to the grievance or the employee becoming aware of having a grievance. The employee may be accompanied by a Shop Steward if they so desire. The Manager of Business Services shall reply to the grievance within a further ten (10) calendar days.

Step II:

Failing settlement of the grievance at Step I, the employee concerned shall, within a further ten (10) calendar days, submit the grievance in writing to the Executive Director. The Executive Director shall render their decision within ten (10) calendar days of receipt of this grievance. Prior to the making and rendering of their decision, the Executive Director shall provide the employee the opportunity of meeting with them to discuss the grievance. The employee may be accompanied by a Shop Steward if they so desire.

Step III:

Failing settlement of the grievance at Step II, either party may submit the matter in dispute to arbitration which submission must be made within fifteen (15) calendar days of the receipt of the reply at Step II.

- (a) Each party shall name an appointee to the Board within fourteen (14) calendar days of notification of arbitration and shall notify the other party of the name and address of the appointee.
- (b) The appointees of the parties shall then select a Chairperson upon whom they both agree which selection shall be made within seven (7) calendar days of the date of the appointment of the last named appointee by either party.
- (c) If the party receiving the notice of arbitration fails to appoint an appointee or if the two (2) appointees fail to agree upon a Chairperson within seven (7) calendar days of their appointment, the

appointment shall be made by the Minister of Labour upon the request by either party.

An Arbitration Board shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provision. The fees and expenses of the Chairperson of an Arbitration Board or sole Arbitrator shall be borne equally by the Company and the Union. The decision of an Arbitration Board or Arbitrator shall be final and binding.

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

Each party shall pay the fees and expenses of the Arbitrator it appoints.

7:02 The above-mentioned time limits may be extended, in individual cases, by the consent in writing of both parties to the grievance.

7:03 No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error.

7:04 At any stage of the Grievance and/or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. Employees appearing as witnesses shall suffer no loss of pay or benefits.

7:05 Where a dispute arises involving a question of general application or interpretation of this Agreement, the Union may initiate a grievance and the parties may mutually agree to by-pass Steps I and II of this Article.

7:06 The Union and Employer may, by mutual agreement in writing, agree to a binding mediation process for the resolution of a grievance as an alternative to arbitration. The parties must agree, in writing, on the parameters of any binding mediation and must also agree upon any mediator.

ARTICLE 8 UNION REPRESENTATION

- 8:01 The Newfoundland and Labrador Association of Public and Private Employees shall provide the Employer with the name of the Shop Steward.
- 8:02 (a) The Union shall be entitled to six (6) days' paid leave and six (6) days' unpaid leave in any one (1) year to attend to Union business, Educational Seminars or Labour Conventions.
- (b) The President, Vice President, Secretary/Treasurer and Shop Steward shall receive one (1) extra day paid leave, to attend to Union Business, Education Seminars or Labour Conventions.
- 8:03 (a) Members of the Negotiating Team shall suffer no loss in pay while attending Collective Agreement negotiations with the Employer.
- (b) It is agreed that the Employer's premises and facilities will be available to the staff for the purpose of meetings and for preparing for negotiations if it does not interfere with the services of the Union and its membership.
- (c) Members of the Negotiating Team shall be allowed one (1) day's paid leave in any negotiating year while preparing for Collective Agreement negotiations with the Employer. Permission to attend such meetings shall not be unreasonably withheld.
- 8:04 The Shop Steward shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representative.
- 8:05 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of a minimum of three (3) employees. Both parties shall have the right to equal representation.

ARTICLE 9 HOURS OF WORK

- 9:01 The hours of work for bargaining unit staff shall be thirty-two and one-half (32 1/2) hours per week. The work day shall be from 9:00 a.m. to 4:30 p.m. There shall be a one (1) hour unpaid meal break.
- 9:02 The parties recognize that the job requirements in the communications/public relations field do not lend themselves to standard daily hours of work. Normal hours of work for the position shall be thirty-two and one-half (32 1/2) hours a week. Such hours may occur at variable times but shall normally

be between the hours of 0900 hours and 2100 hours, Monday through Friday. Collective Agreement provisions relating to overtime rates will only apply to hours worked in excess of ten (10) hours on a daily basis or on scheduled days off. The rate of pay (or time off) for the first sixteen (16) hours worked in excess of their normal hours per week will be time and one-half (1 ½). The rate of pay (or time off) for time worked in excess of sixteen (16) hours above the normal week will be double time (2).

Clauses 11:01 and 11:02 will not apply to this classification except on days off and statutory holidays.

ARTICLE 10 OVERTIME

10:01 Whenever possible, all overtime must be expressly authorized and scheduled in advance by the Employer or their authorized representative. With the exception of the Labour Relations Officers, all overtime must be performed in the office unless otherwise authorized in advance by the Employer or their authorized representative.

10:02 (a) When an employee is required under Clause 10:01 to work overtime, they shall be granted, at their option, compensatory time off (which time off shall be scheduled at a time mutually agreed to by the employee and the Employer) at the rate of one and one-half (1 1/2) times the number of hours worked in excess of their normal hours per work day as provided in Article 9, or overtime pay at the rate of one and one-half (1 1/2) times the regular rate of pay for time worked in excess of the normal hours, provided in Article 9. The rate of pay (or time off) shall be double (2) the rate for normal hours for each hour of overtime in excess of four (4) hours above the normal hours per day as provided in Article 9.

(b) The maximum amount of overtime hours that can be accumulated as compensatory time off shall not exceed 325 hours, unless mutually agreed to by the employee and the Employer. For overtime in excess of 325 hours, the employee shall receive pay at the applicable overtime rate. Employees with existing compensatory time off banks exceeding 325 hours as of the date of signing, shall receive payment of all future overtime at the applicable overtime rate until such time as the bank is reduced to below 325 hours.

- 10:03 An employee's regular hourly rate shall be calculated by dividing their regular salary by the normal hours of work per annum as provided in Article 9.
- 10:04 Employees who are expressly required to remain in the building during lunch breaks shall receive the overtime rate, provided that one (1) hour worked during lunch hour shall not count further in any addition of hours worked by the employee for the purposes of time and one-half (1 1/2) overtime nor in the addition of total hours per work day for the purposes of applying a double rate. Employees shall receive the applicable meal rate allowance as per Article 19.02 (a).
- 10:05 Subject to Clause 10:01, overtime shall be calculated in thirty (30) minute units.
- 10:06 An employee who is required to work in any day one and one-half (1 1/2) hours in excess of and continuous with their regular work period day as provided in Article 9, shall receive a meal allowance as per the applicable meal allowance rate in Article 19, per period of overtime after submitting an expense claim to the Employer.
- 10:07 All employees who are required to work on a Saturday or Sunday shall receive double (2) time.

ARTICLE 11 STANDBY/CALLBACK

- 11:01 No employees shall be required to perform standby duty.
- 11:02 An employee who is called back to work after they have left their place of work shall be paid for a minimum of three (3) hours at the applicable overtime rate.
- 11:03 If an employee is called back to work, they shall be paid the cost of transportation to and from work based on forty cents (40¢) per kilometer. The maximum expense payable under this Clause is twelve dollars (\$12.00) per callback.

ARTICLE 12 ADVERSE WEATHER CONDITIONS

- 12:01 (a) Employees shall not lose pay as a result of their inability to report for work due to adverse weather conditions necessitating a state of

emergency declared by either the Employer or the appropriate Provincial or Municipal authority. Employees who are sent home by the Employer due to adverse weather conditions shall not be required to compensate the Employer in any way for the time so lost.

- (b) Employees who are unable to report for work due to adverse weather conditions which do not necessitate the closure of the office shall have the option of using annual leave or compensatory time off to avoid an interruption in earnings.
- (c) Employees who report for work late due to adverse weather conditions shall not lose pay.

ARTICLE 13 VACATION

- 13:01 An employee shall receive an annual vacation with pay as follows:
- | | |
|-------------------------------|--|
| 5 years of service or less | fifteen (15) days |
| More than 5 years of service | twenty (20) days |
| More than 10 years of service | twenty-five (25) days |
| More than 15 years of service | increase by one day each year to a maximum of thirty (30) days (16 - 26, 17 - 27, 18 - 28, 19 - 29, 20 - 30) |
- 13:02 Employees will be entitled to carry forward in any year any portion of vacation not taken by them in the preceding year. Employees must take vacation during the current year unless agreed by mutual consent. Employees requesting pay in lieu of annual leave shall submit such requests by April 15th unless otherwise mutually agreed between the employee and the Employer.
- 13:03 * The employee is entitled to their vacation during the designated vacation period (May 1st - September 30th) if requested by the employee. Employees shall submit their requests for annual leave to the Manager of Business Services or their designate by April 15th of each year. Approval for annual leave shall be given by May 1st of each year.
- 13:04 Subject to Clause 13:03, choice of vacation shall be granted on a rotational basis.

- 13:05 Subject to Clause 13:07 and the other provisions of Article 13, any employee shall be permitted to take vacation after completion of three (3) months of continuous employment with leave accrued to the end of the year.
- 13:06 Any employee who leaves the employ of the Employer before the end of a vacation year in which they take their vacation shall have the applicable proportion of their salary recoverable by the Employer from them, either by way of deduction from money owed them by the Employer or otherwise.
- 13:07 The vacation year shall be from January 1 to December 31 in any year.
- 13:08 Substitution
- (a) An employee who qualifies for sick leave while on vacation may change the status of their leave to sick leave effective the date of notification to the Employer. The employee shall submit on their return to duty a medical certificate stating the total period during which they qualified for sick leave.
- (b) An employee who, while on vacation, qualified for bereavement leave shall be credited the appropriate number of days to vacation leave.
- 13:09 Once approved, annual leave shall not be changed except by mutual consent between the employee and the Employer. Should an employee agree to work during their approved annual leave, when requested by the Employer, they shall be paid in addition to their annual leave pay, time and one-half (1 1/2) the regular rate of pay for each day in which they performed any work, or at their option, the annual leave shall be rescheduled.
- 13:10 Effective date of signing:
- (a) An employee commencing employment before the 15th of the month shall be eligible to accumulate sick leave and vacation credits for that month.
- (b) An employee commencing employment after the 16th of the month shall not be eligible to accumulate sick leave and vacation credits for that month.

ARTICLE 14 HOLIDAYS

- 14:01 * Employees shall receive one (1) working day paid leave for each of the designated fifteen (15) statutory holidays as follows:
- (a) New Year's Day
 - (b) St. Patrick's Day
 - (c) Good Friday
 - (d) St. George's Day
 - (e) Commonwealth Day
 - (f) Discovery Day
 - (g) Memorial Day
 - (h) Orangeman's Day
 - (i) Labour Day
 - (j) Thanksgiving Day
 - (k) Armistice Day
 - (l) Christmas Day
 - (m) Boxing Day
 - (n) Regatta Day
 - (o) National Day of Truth and Reconciliation
- 14:02 Should any new holiday not routinely scheduled be specifically proclaimed by Provincial or Federal authorities, it shall be granted to employees within the scope of this Agreement.
- 14:03 When a member of the clerical or non-clerical staff is required to work on the designated holiday, they shall be entitled to, at their option, pay at the double time (2) rate or time off (double time (2)). Time off shall be taken at a time mutually agreed by the Employer and the employee. This is in addition to being paid straight time for the designated statutory holiday.
- 14:04 If a paid statutory holiday falls or is observed during the employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time to be mutually agreed between the Employer and the employee.
- 14:05 Employees shall receive three and one quarter (3 ¼) hours paid leave on Christmas Eve and New Year's Eve. The office will be closed on Christmas Eve and New Year's Eve allowing employees to use annual leave or time owed for the remaining three and one quarter (3 ¼) hours.
- 14:06 If a holiday falls on a Saturday and/or Sunday, it shall be observed on the day declared for observation by the appropriate authority.

ARTICLE 15 WORKERS' COMPENSATION

15:01 Scope of Workplace Health, Safety and Compensation Act

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

15:02 Subject to Article 15.03 and pending a settlement of the insurable claim, the employee shall be paid by the Employer the amount the employee would be entitled to under the Workplace Health, Safety and Compensation Act and the existing rights and benefits of the Collective Agreement shall be retained and accumulated. Employees shall be entitled to access annual leave and sick leave credits without first having to return to work.

15:03 It is understood and agreed by the parties to this Collective Agreement that after the date of signing of this Agreement, an employee who is approved for full extended earnings loss (EEL) benefits from Workplace NL or does not have a successful return to work with the Employer shall no longer accumulate benefits under this Agreement, but shall have their position with the Employer protected for two (2) calendar years following the date of such approval for EEL or the date deemed unable to return to work immediately following which their employment shall be terminated, subject to the *Human Rights Act*.

ARTICLE 16 SICK LEAVE

16:01 An employee shall be entitled to two (2) working days of paid sick leave per month of service accumulating to a total of three hundred (300) working days. Sick leave in excess of three (3) consecutive days shall not be awarded unless the employee has submitted a medical certificate.

16:02 An employee with more than five (5) 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 fifteen (15) working days. This sick leave extension shall be repaid by the employee upon their return to duty from their normal monthly accumulation. Such employee who has been granted advanced sick leave credits shall, upon ceasing to be an employee, compensate the Employer for the advanced sick leave credits granted which have not been paid back in accordance with this Article, calculated at the employee's daily rate of compensation at the time they ceased to be an employee.

16:03 An employee shall be awarded sick leave for illness that is a result of or may be associated with pregnancy.

16:04 A deduction shall be made from accumulated sick leave of all scheduled working days absent for sick leave. Absence on account of illness for less than one-half (1/2) day shall not be deducted. Absence for one-half (1/2) day or more and less than a full day shall be deducted as one-half (1/2) day. An employee who is injured during working hours and is required to leave for treatment or sent home for such injury shall receive payment for the remainder of the work day at their regular rate of pay without deduction from sick leave.

16:05 Employees may, with the approval of the Employer, be allowed to use up to six (6) days per annum paid leave of absence in order to engage in personal preventive medical health and dental care. On request, employees shall be required to show proof of medical or dental care. The Employer will not unreasonably withhold permission.

16:06 Expiration of Paid Sick Leave

When an employee has reached the maximum of the sick leave which may be awarded them, they shall, if they are unfit to return to duty, proceed at their option on annual leave (including current, accumulated and accrued leave) if they are eligible to receive such leave, or if not, on special leave without pay to a maximum of one (1) year.

Employees shall continue to accumulate seniority while on special leave without pay to a maximum of one (1) year under this Clause.

ARTICLE 17 COMPASSIONATE LEAVE

17:01 Compassionate leave with pay shall be awarded to an employee as follows:

- (a) in the case of the death of an employee's spouse (including common-law spouse), child, mother, father, brother, sister, legal guardian, stepchild, stepmother, stepfather, mother-in-law, father-in-law, or grandchild - five (5) days;
- (b) in the case of the death of an employee's grandfather, grandmother, son-in-law, daughter-in-law, brother-in-law, sister-in-law or near relative living in the same household - three (3) days;

- (c) in the case of their aunts and uncles - one (1) day.
- (d) If the death of a relative referred to in Clause 17:01 (a) and (b) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) days for the purposes of attending the funeral outside the Province.
- (e) In cases where extraordinary or special circumstances exist, the Employer, at their discretion, may grant special leave with or without pay and in the case of special leave with pay, it shall be for a maximum of two (2) days in addition to that provided elsewhere in this Article.

ARTICLE 18 PROTECTIVE CLOTHING

18:01 The Office Support Worker shall be provided with two (2) work shirts and two (2) pairs of pants each year of a colour and style acceptable to the Employer.

The Office Support Worker shall wear the work clothes during normal office hours.

ARTICLE 19 TRAVEL REGULATIONS AND CAR ALLOWANCE

19:01 (a) All staff who are expressly required by the Employer to operate their car on an occasional basis for the Employer's business shall be paid at the rate of forty cents (40¢) per kilometer for all kilometers travelled on the Employer's business. On receipt of supporting documentation, the Employer will pay to the employee the difference between private and business insurance (should the business insurance be required by the employee's insurance company) excepting any penalties or any amount(s) charged by the insurance company because of or relating to past driving practice(s), actions, record and demerits.

(b) Parking meter expenses incurred will be reimbursed up to a maximum of ten dollars (\$10.00) per week.

19:02 For each full day on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities, shall be as follows:

* (a) Seventy dollars (\$70.00) a day:

Breakfast - \$ 20.00
Lunch - \$ 20.00
Dinner - \$ 30.00

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

(c) The cost of meals is subject to any increase voted by the Board of Directors.

* (d) A ten dollar (\$10.00) per night incidental rate shall be paid to employees on overnight travel status.

19:03 For travel on the Employer's business of less than one (1) day, they shall be compensated in accordance with Clause 19:03 (a) provided as follows:

(a) Breakfast - provided an employee is required by the Employer to leave on such business before 8:00 a.m.

(b) Lunch.

(c) Dinner - provided that an employee returns to their headquarters or place of residence after 6:00 p.m.

19:04 When an employee has been on overnight travel status for a period of one (1) day, they shall be reimbursed for the cost of one (1) personal long distance call, not longer than three (3) minutes. The subsequent telephone bill showing the appropriate charge and length of the call shall be submitted with an expense claim.

19:05 (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 between the City where Provincial Headquarters is situated and a location outside the City to perform duties assigned to them by the Employer.

(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 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 19:05 (c) (i).
- (d) Subject to Clause 19:05 (c) and (e), an employee who is required by the Employer to engage in "travel time" shall be compensated at the applicable overtime rate for all "travel time" outside of their normal hours per work day.
- (e) "Travel time" shall be paid for the length of time between the employee's departure from any authorized location and their arrival at their authorized destination (e.g. place of lodging, work or their home, whichever is applicable).

ARTICLE 20 MATERNITY/PARENTAL/ADOPTION LEAVE

20:01 (a) Request for Maternity Leave

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

(b) Request for Adoption Leave

An employee shall notify their Employer when an adoption is imminent. The employee shall be eligible for and shall be permitted to commence adoption leave immediately following the adoption.

(c) Request for Parental Leave

An employee shall be eligible for and shall be permitted to take parental leave of up to sixty-one (61) weeks in combination with maternity or adoption leave or at some other time (by either parent).

Parental benefits are only available within the seventy-eight (78) weeks following the child's birth, or for adoptive parents within the seventy-eight (78) weeks from the date the child is placed with you.

- (d) The maximum leave allowed under this Clause shall be seventy-eight (78) weeks. However, the Employer may grant leave without pay when an employee is unable to return to duty after the expiration of leave under this Clause up to a maximum of three (3) months during which the employee shall earn service for seniority purposes.
- (e) Employees shall give the Employer at least one week's notice of their intention to return to work.

20:02 Pregnancy will not constitute cause for dismissal.

20:03 At their request, an employee may be awarded vacation immediately before or immediately following maternity, adoption or parental leave.

20:04 Period of Protection

An employee's position will be protected for the total period of all leave under this Article.

20:05 Service While on Maternity/Adoption/Parental Leave

- (a)
 - (i) While on leave under this article, an employee shall continue to accumulate service for seniority, step progression and length of vacation to a maximum of seventy-eight (78) weeks.
 - (ii) While on leave under this article, an employee shall continue to accumulate service for annual leave, severance pay and sick leave accrual to a maximum of fifty-two (52) weeks.
- (b) The above benefits shall be retroactive based on the following:
 - (i) service for seniority and severance pay shall be retroactive to January 1, 1980;
 - (ii) service for annual leave shall be retroactive to June 1, 1990.

20:06 Leave awarded under this Article shall be without pay, except for portions subject to the provisions of Article 20.08 when exercised.

20:07 An employee on leave under this Article shall have the option of continuing their Group Insurance. When an employee elects to continue their Group Insurance, the Employer will pay the Employer's portion as specified in Article 27.03 up to a maximum of seventy-eight (78) weeks.

An employee on leave under this Article may elect to make self-contributions to the MSPP according to the stipulations of the Plan. When an employee elects to make self-contributions, the Employer will pay its portion as calculated by the Plan.

No retroactivity applicable to this Clause.

20.08 Maternity, Adoption and/or Parental Allowances

- (a) Effective the date of signing of this Collective Agreement, an employee entitled to leave under the provisions of Article 20 of this Agreement, who provides the Employer with proof that they have applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, may be paid an allowance in accordance with the Supplementary Employment Benefits (S.E.B.).
- (b) Supplementary Employment Benefits shall not be paid to an employee who elects to access accumulated sick leave benefits (with supporting medical documentation) following the birth of the employee's child. An Employee shall elect in writing within 14 calendar days of her date of delivery whether to access accumulated sick leave benefits or S.E.B. An employee cannot access both paid sick leave and S.E.B. or a combination of both.
- (c) For the purpose of these allowances, an employee's weekly rate of pay will be one-half (1/2) the bi-weekly rate of pay to which the employee is entitled for their classification on the date immediately preceding the commencement of the leave. In the case of a part-time employee, such weekly rate of pay will be determined by calculating the average regular hours paid per week over the twenty (20) weeks immediately preceding the commencement of the leave.

- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount the employee is required to remit to Human Resources Development Canada, where their annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) This provision shall apply to Permanent employees only.
- (g) In respect to the period of leave, the combination of leave benefit provided under this Article cannot exceed twenty-two (22) weeks. Payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the employee is subject to a waiting period before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of their weekly rate of pay for each week of the waiting period, less any other earnings received by the employee during the benefits period. An employee who has received a Supplementary Employment Benefits using a combination of leaves in this Article shall not be eligible for the allowance for any subsequent waiting periods for the same pregnancy/adoption.
 - (ii) For maternity or adoption leave, the employee is eligible for up to a maximum of twelve (12) weeks of payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and seventy-five percent (75%) of their weekly rate of pay, less any other earnings received by the employee during the benefits period which may result in a decrease in the E.I. benefits to which the employee would have been eligible for if no other earnings had been received during the period.
 - (iii) For parental leave, the employee is eligible up to a maximum of ten (10) weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and seventy-five percent (75%) of their weekly rate of

pay, less any other earnings received by the employee during the benefits period which may result in a decrease in the E.I. benefits to which the employee would have been eligible for if no other earnings had been received during the period.

ARTICLE 21 TEMPORARY ASSIGNMENT

21:01 When an employee is temporarily assigned to a higher position or is designated in charge when the Employer has left the office, they shall be paid an additional three dollars (\$3.00) per hour. The designation or assignment has to be an express prior assignment or designation by the Employer. The minimum period of such assignment shall be one-half (1/2) hour and the assignment or designation shall be calculated in one-half (1/2) hour intervals at three dollars (\$3.00) per hour.

ARTICLE 22 POLITICAL ACTIVITY

22:01 An employee shall be permitted to participate in Municipal, Provincial, Federal, or School Board elections. Leave without pay may be granted at the discretion of the Employer.

ARTICLE 23 TERMINATION

23:01 Clerical employees shall give two (2) weeks' notice or such further time period as is possible of their intention to terminate employment. Non-clerical employees shall give four (4) weeks' notice of their intentions to terminate employment.

ARTICLE 24 PROBATION

24:01 Newly hired clerical staff shall serve a probationary period of 422.50 accumulated working hours. Newly hired non-clerical staff shall serve a probationary period of 1690 accumulated working hours.

ARTICLE 25 DISCIPLINE

25:01 No employee shall be disciplined in any manner, including by transfer, discharge or suspension, with or without pay, reprimand or demotion,

except for just cause. All disciplinary actions by the Employer may be the subject of a grievance.

25:02 Discipline Procedure

Where an employee is demoted, suspended or discharged, the Employer shall, within seven (7) working days of the occurrence of any of those events, notify the employee in writing by registered mail, certified mail or hand delivery, of the specific reason(s) for the Employer's discipline plus any incidents of the employee's alleged unsatisfactory performance.

25:03 Re-instatement

Where it is determined that an employee has been discharged, disciplined, suspended or demoted in violation of Clause 25:01, that employee shall be immediately reinstated in their former position retroactive to the date of the occurrence of the discharge, suspension, demotion or discipline without loss of seniority or any other benefit which they would have received if they had not been suspended, discharged, demoted or disciplined. All references to such suspension, discharge, etc., shall be removed from the employee's file immediately.

25:04 Article 25 does not apply to a probationary employee.

ARTICLE 26 SENIORITY

26:01 Subject to 26:03, seniority is defined as the length of service with the Employer and shall date from the last entry into employment with the Employer.

26:02 A seniority roster of all employees covered by this Agreement showing names, position and date of hiring shall be posted by the Employer during January of each year.

26:03 Seniority shall be forfeited when an employee resigns or retires or is dismissed and not re-instated, or if laid off for a period of twenty-four (24) months or more or is suspended for just cause, in which event, the loss of seniority shall be for the period of suspension, or they fail to return to work upon recall under the provisions of Clause 26:06, subject to the understanding that an employee has the right to refuse recall to other than the position they were in at the time of layoff.

- 26:04 Employees shall only be laid off in reverse order of seniority and recalled in order of seniority provided ability and competence are equivalent.
- 26:05 An employee being laid off shall receive one (1) month's notice of layoff. If the employee does not receive the required one (1) month's notice, they shall receive one (1) month's pay.
- 26:06 An employee shall be recalled by email and the email shall be accompanied by a read receipt request. The Employer shall endeavour to make telephone contact as well. The employee shall have three (3) weeks from receipt of the email to accept recall and report for work. Employees are responsible for having their current email address and telephone number at the Employer's headquarters.
- 26:07 No new employees shall be employed to fill a vacant position in the bargaining unit until all those who have been laid off have been given the opportunity of re-employment provided the employee has the necessary ability and competence to fill the position.
- 26:08 "Layoff" means the termination of employment of an employee because of lack of work or because of abolition of a post.
- 26:09 For purposes of layoff and recall from layoff, temporary employees shall be deemed to be junior to permanent employees.

ARTICLE 27 PENSION, GROUP INSURANCE AND RRSPS

- 27:01 * The Employer's share of Pension Plan contribution shall be eight and one-half percent (8 ½%) and the employee contribution shall be two percent (2%). A copy of the amendment pertaining to this Clause is contained in the back of this Collective Agreement.
- 27:02 At the request of the employee, the Employer will remit a portion of the employee's salary towards an RRSP.
- 27:03 (a) (i) The Employer agrees to cost-share the Group Health and Dental insurance plan(s), Accidental Death and Dismemberment, Life and Dependant Life, on a seventy-five/twenty-five (75/25) basis with the Employer contributing the seventy-five percent (75%). Any employee, either permanent or temporary, that meets the eligibility

requirements under the terms of the Group Insurance plan, shall participate in the plan as a condition of employment.

- (ii) When an employee on special leave without pay under Clause 16.06 elects to continue to participate in the plan(s), when permitted to do so by the plan(s), the Employer will continue to cost-share to a maximum of twenty-four (24) months.

(b) Health Care Spending Account (HCSA)

Eligibility:

Upon leaving employment, employees that have reached the minimum age of 55 with a minimum of 20 years of service, are eligible to access the benefit provided they have no access to an employer or spousal group medical and dental plan.

* Annual Entitlement:

To a maximum of \$2,000 for eligible claims.

Maximum years Eligible to Receive:

30, or to year of death of employee.

Right of Survivorship:

Benefit ends at death of employee; however the employer will reimburse for eligible premium claims paid in the year of death.

Eligible Claims:

Either health and/or dental premiums for single or family plans. Proof of payment and coverage attained required.

Administration:

Initially HCSA will be coordinated and setup with Johnson's by the Employer for eligible retirees. Subsequently, the retiree is responsible to maintain contact information with Johnson's. The employer will pay any associated administrative fees for the service.

27:04

Effective August 22, 2002:

.01 The terms used shall have the meanings as described:

"Plan" means a Multi Sector Pension Plan (MSPP).

"Applicable wages" means the basic straight time wages for all hours worked and in addition:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay.

All other payments, premiums, allowances and similar payments are excluded.

"Eligible Employee" means full time and part-time and temporary employees in the bargaining unit who have completed five hundred (500) hours of service.

*

.02 Effective April 26, 2021, each Eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to two percent (2%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period an amount equal to eight and one half percent (8.5 %) of Applicable Wages to the Plan. Employees will be paid an amount in lieu of a pension plan equal to eight and one half percent (8.5 %) of their salary until such time as they are eligible to participate in the MSPP.

.03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current Pension Legislation and/or Regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to

contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current Pension Legislation or Regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

.05 The Employer agrees to submit to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, it shall be provided in such form to the Plan if the Administrator so requests. For further specificity, the items required for each eligible Employee by Article .05 of the Agreement include:

(i) To be provided once only at Plan commencement:

Date of hire
Date of birth
Date of first contribution
Seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
Gender

(ii) To be provided with each remittance:

Name
Social Insurance Number
Monthly remittance
Pensionable earnings
Year to date contributions
Employer portion of arrears owing due to error, or late enrolment by the Employer

(iii) To be provided initially and as status changes:

Full address

Termination date where applicable (MM/DD/YY)

Marital status

.06 Since the parties have agreed to the Multi-Sector Pension Plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer has entered into a participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule "A".

.07 When an employee elects to make self-contributions for leaves of absences when permitted to do so by the Plan, the Employer will pay its portion as calculated by the Plan:

- for approved leave periods covered under Article 20, and
- for approved leave periods associated with sickness or long term disability for which the employee is not receiving income from the employer to a maximum of twenty-four (24) months.

Leaves of absence for periods of employment with other employers are excluded for the purposes of this Article

ARTICLE 28 DESIGNATED EMPLOYER REPRESENTATIVE

28:01 When, throughout this Agreement, reference is made to action, discretion, authorization, scheduling, or other decision or dealing by the Employer, it shall be deemed to mean that of the Employer or the Employer's designated representative.

ARTICLE 29 GENDER NEUTRALITY

29:01 * In this Agreement, gender neutrality is reflected and shall be applicable for this and all future agreements.

ARTICLE 30 GENERAL BENEFITS

- 30:01 A bulletin board shall be made available for use by the Union.
- 30:02 Medical examinations, x-rays, etc., required by the Employer shall be provided free of charge to the employee.
- 30:03 Parking facilities shall be provided free of charge to employees at the Registered Nurses' Union Newfoundland & Labrador Headquarters.
- 30:04 An employee who requests and is authorized by the Employer to take a course shall be allowed leave with pay if the course is not available outside normal working hours. The Employer will pay the cost of required texts and tuition upon successful completion of the course. Should extenuating personal circumstances or actions of the Employer cause an employee to terminate a course before completion, the Employer shall pay the cost of required texts and tuition.
- 30:05 Where the Employer requires the employee to take a course, the employee shall be granted leave with pay to attend the course assuming it is available during normal working hours or the Employer shall pay the applicable overtime rates for time spent attending the course should it not be available during normal working hours, and the Employer shall pay the costs of required texts, tuition or incidental course fees. The Employer shall also pay expenses in accordance with the Employer's expense policies.
- 30:06 Leave of absence with pay shall be granted to allow employees to write examinations for courses approved or required by the Employer. Employees shall advise the Employer of the time and place of the examination when they are made aware of the time and place.
- 30:07 For the purposes of Article 30, "course" includes demonstrations on new equipment or methods of operation, academic or technical courses, training seminars, workshops and educational seminars.
- 30:08 Courses mentioned in Clauses 30:04, 30:05, and 30:06 shall be on a voluntary rather than a compulsory basis.
- 30:09 An employee may apply to attend the Eastern Labour School. An employee who applies and is authorized or is requested by the Employer to take a course at the Eastern Labour School shall be allowed leave with pay.

30:10 Employees shall be paid their expense claims within two (2) weeks of submitting same to the Employer.

30:11 * The Employer will pay CRNNL, IABC, Law Society of Newfoundland and Labrador, CHPRNL/CPHR Canada professional fees for employees in order to maintain Licensure, Certification, Registration or Designation.

ARTICLE 31 SPECIAL LEAVES

31:01 Paid Jury or Court Witness

The Employer shall grant leave of absence without loss of seniority, or accumulative benefits, to an employee who serves as a juror or witness in any Court. The Employer shall pay such employee the difference between their normal earnings and the payment they receive for jury or Court witness service. The employee will present proof of service and the amount of pay received. An employee will suffer no loss of pay or accumulative benefits for time spent as a Court witness in any matter arising out of their employment.

31:02 (a) An employee may be granted education leave of varying periods up to one (1) year, which can be renewed by mutual agreement.

(b) Employees may, at the discretion of the Employer, be granted leave with or without pay to attend credit courses at the University or other educational programs including conferences or workshops where such courses, programs, conferences or workshops are related to the employee's work.

31:03 Employees who have been granted leave shall have their position and classifications protected for the total period of time the employee is on such leave.

ARTICLE 32 SEVERANCE PAY

32.01 * Severance Pay

Effective date August 20, 2020, employees shall have the option to receive their severance entitlement or continue to accumulate service for severance pay purposes.

If an employee opts to maintain their severance:

- (a) An employee who has completed seven (7) years of service shall be entitled on resignation or retirement to 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 twenty (20) weeks' pay.
- (b) Employees entitled to severance pay will be paid one (1) week at the current rate for each year of completed service plus one-twelfth (1/12) of their weekly salary for each additional month of service or major fraction thereof.
- (c) In the event of the employee's death while in the service of the Employer, severance pay shall be paid to their beneficiary in accordance with this Article. In the event that no beneficiary is identified, it shall be paid to their estate. The employee is responsible to notify the Employer in writing of their beneficiary.

There shall be no further accumulation of severance for employees hired after August 20, 2020.

ARTICLE 33 SALARIES

- 33:01 * The salaries for employees covered by this Agreement are set forth in Schedules "A" and "B". Effective April 26, 2021, increase all salaries by (5%), effective April 26, 2022, increase all salaries by (0%), effective April 26, 2023, increase all salaries by (0%) and effective April 26, 2024, increase all salaries by (0%).
- 33:02 Employees shall be paid bi-weekly and the pay cheques will be accompanied by a statement containing the following: gross pay, overtime, special premiums and allowances, deductions, net pay.
- 33:03 In the event of any additional classifications being added to this Agreement, negotiations for wages shall commence within thirty (30) days of the person being employed.

ARTICLE 34 PROMOTIONS

- 34:01 All vacancies within the bargaining unit shall be posted for a minimum of ten (10) days. Members in the bargaining unit shall be given the first choice of a vacancy on the basis of seniority provided they have necessary ability and competence. Where the position is to be filled from within the bargaining unit, the position shall be filled within thirty (30) days of the deadline for applications specified in the posting.
- 34:02 All employees receiving a promotion shall serve a three (3) month trial period. Employees whose work proves unsatisfactory, in the opinion of the Employer, shall be returned to their former position and salary. The promoted employee shall have the right to revert back to their former position and salary without loss of benefits of their former position, if they so desire, during this three (3) month period. The position of any other employee affected by this change may be adjusted up to and including layoff.

ARTICLE 35 SPECIAL LEAVE

- 35:01 An employee may, at the discretion of the Employer, request special leave without pay in exceptional circumstances. At the discretion of the Employer, special leave with pay may be granted in exceptional circumstances.
- 35:02 Upon written request, a permanent employee who has completed two (2) years of service shall be granted leave up to an initial maximum of twelve (12) months without pay and without loss of accumulated seniority and benefits provided that such leave shall not cause an unreasonable interference with the Employer's operation and that a suitable replacement is available. An employee shall be entitled up to a maximum of twelve (12) months' unpaid leave for each two (2) years of service with the understanding that an employee with an additional two (2) years of service may request an additional twelve (12) months of leave (maximum of twenty-four (24) consecutive months' leave) without the necessity of having to return to work. Such an extension must be by mutual agreement between the employee and the Employer. Employees shall not be subject to any benefits of this Agreement during this period except that while on such leave, employees shall continue to accumulate service for seniority purposes. The minimum amount of unpaid leave an employee may request under this Clause is eight (8) weeks.

ARTICLE 36 DEFINITIONS

- 36:01 (a) "Union" - The Newfoundland and Labrador Association of Public and Private Employees.
- (b) "Employee" - any person who is included in the bargaining unit.
- *(c) "Clerical Staff" – Administrative Assistant, Clerk Accountant, Records and Information Management Support, Clerk Typist, Secretary Research Assistant, and Office Support Worker.
- (d) "Non-Clerical Staff" - Labour Relations Officer (LRO), Research Officer, Communications Specialist, Staff Lawyer, and Research and Education Specialist.
- (e) "Grievance" - a difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

- (f) "Day" - means a work day (Monday through Friday) unless otherwise stipulated.
- (g) "Days off" - means Saturday and Sunday.
- (h) "Month" - means a calendar month.
- (i) "Employer" - means the Registered Nurses' Union Newfoundland & Labrador.
- (j) "Board of Directors" - The Board of Directors of the Registered Nurses' Union Newfoundland & Labrador.
- (k) "Wages" - the actual earnings for work performed and vacation pay, payment for any leave of absence with pay granted, e.g., jury duty, compassionate leave, statutory holiday pay and call-in pay. All wages shall be paid bi-weekly before Wednesday noon.
- (l) "Week" - means the work week Monday through Friday.
- (m) "Position" - refers to the exact work which an employee performs.
- (n) "Classification" - refers to job title.
- (o) "Part-time" - a part-time employee is any employee who works less than normal full time hours. The Employer reserves the right to change the employee's hours to full time at the Employer's discretion. Part-time employees shall be entitled to receive the benefits of the Agreement on a pro-rated basis. All time worked by part-time employees in excess of equivalent full time hours on a daily basis or a weekly basis shall be considered overtime.
- (p) "Student" - with the consent of the Union, the Employer may utilize students hired pursuant to a Government or Co-op Program. Students shall not be considered members of the bargaining unit.
- (q) "Temporary" - The Employer may utilize temporary employees for specific projects or specific lengths of time. All temporary positions other than those replacing vacancies in permanent positions require the consent of the Union. However, the Employer has the right to hire temporary secretarial relief (Clerk-Typist rate of pay to apply) for periods of short-term increases in workload or for unexpected periods of short-term relief of other bargaining unit staff.

All temporary positions which, in the opinion of the Employer, are likely to exceed twenty (20) weeks in duration, shall be posted in accordance with Clause 34:01.

Temporary employees who are laid off prior to the date specified in their Letters of Appointment shall be given two (2) weeks' notice of layoff.

Temporary employees who have completed their probationary period shall be entitled to recall rights from their last date of layoff or termination.

Benefits for temporary employees shall be paid on a pro-rated basis. Temporary employees shall retain accumulated benefits but not accrue service for the purposes of benefit accumulation while on layoff status. Temporary employees cannot access accumulated benefits while on lay-off status.

(r) "Month of Service" - 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 exceeding twenty (20) working days, but does not include a calendar month in which an employee is absent on unpaid sick leave in excess of twenty (20) working days.

* (s) "Scheduled Overtime" – means overtime scheduled by the Employer more than forty-eight (48) hours in advance of the required start time excluding overtime that is contiguous to the regular work day. Clause 11.02 will not apply to scheduled overtime.

ARTICLE 37 TECHNOLOGICAL CHANGE

37:01 Advance Notice

Technological change shall mean an automation or mechanization of equipment, or introduction of new equipment, which will affect the rights and benefits of an employee as provided for under this Collective Agreement. The Employer will notify the Union prior to the introduction of any technological change.

37:02 Consultation

Meetings will be arranged between the Union and the Employer within thirty (30) days of the Employer's notification to the Union for the purpose of consulting on the effect to result from the change or to discuss training needs.

37:03 Training Benefits

- (a) In the event of technological changes which require new or greater skills than those possessed by employees affected, 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.
- (b) Where an affected employee elects not to avail of training as provided for under Clause 37:03 (a), or where the technological change results in the elimination of the job of the employee affected, the Employer agrees that, where possible, the effect on the employee of changes contemplated by Clause 37:01 will be minimized by transfer or re-assignment within the employ of the Employer, provided work is available, and provided the employee is qualified to perform the work available.
- (c) An employee who is transferred or re-assigned in accordance with Clause 37:03 (b) will not suffer any reduction in their regular salary unless such employee has refused, without giving reasons acceptable to the Employer, to avail of training in accordance with Clause 37:03 (a).

37:04 No New Employees

No new employees will be hired by the Employer to replace any employees affected by the technological change until the employees already employed and affected by the change have been notified and allowed an opportunity to retrain in accordance with Clause 37:03.

ARTICLE 38 TERM OF AGREEMENT

38:01 * This Agreement constitutes the entire agreement between the parties and shall take effect for forty-eight (48) months beginning April 26, 2021 and ending April 25, 2025. This agreement shall continue in force from year to year thereafter, unless either party gives the other party notice in writing within ninety (90) days prior to the termination date in any year of its desire to change or amend the agreement.

38:02 Either party desiring to propose changes to this Agreement shall within thirty (30) calendar days following receipt of notice under Clause 38:01 give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new Agreement.

ARTICLE 39 FAMILY LEAVE

- 39:01 (a) Subject to Clause 39:01 (b), (c) and (d), an employee who is required to:
- (i) attend to the temporary care of a sick family member;
 - (ii) attend to the needs related to the birth of employee's child;
 - (iii) accompany a family member on a dental or a medical appointment;
 - (iv) attend meetings with school authorities;
 - (v) attend to needs related to the adoption of a child;
 - (vi) attend to needs related to home or family emergencies;

- * (vii) attend Supreme Court of NL, Family Division or other related meetings;

shall be awarded up to four (4) days paid family leave in any calendar year.

For the purpose of 39.01(a)(vii), if the employee has exhausted their annual four (4) days of family leave, they may access another day for this article per year.

- (b) In order to qualify for family leave, the employee shall:
 - (i) provide as much notice to the Employer as is reasonably possible;
 - (ii) provide to the Employer valid reasons why such leave is required;
 - (iii) where appropriate, and in particular with respect to (iii), (iv) and (v) of Clause 39:01 (a) have endeavoured, to a reasonable extent, to schedule such events during off-duty hours.
- (c) Employees shall be entitled to change family leave to bereavement or sick leave and, with the approval of the Employer which approval shall not be unreasonably withheld, will be permitted to change annual leave or overtime to family leave.
- (d) Pro-rate for other than full time employees.

ARTICLE 40 EMPLOYER LIABILITY

40:01 The Employer agrees to indemnify and save harmless any employee covered by this Agreement from and against any liability incurred by the employee by reason of any actions taken by the employee within the scope of their employment with the Union provided they acted honestly and in good faith with a view to the best interests of the Union.

ARTICLE 41 HARASSMENT

41:01 * The Employer and the Union recognize the right of all employees to work in an environment free from workplace harassment and violence and shall

work together to ensure that harassment is entirely discouraged. Types of harassment include, but are not limited to, discrimination, sexual or personal. Revisions or amendments to any policy that pertains to workplace harassment and violence shall require Union consultation.

41:02 * In cases of harassment that have not been settled to the satisfaction of either party, the complaint may be taken to arbitration.

ARTICLE 42 EMPLOYEE ASSISTANCE PROGRAM

42:01 The Employer will establish an Employee Assistance Program Fund accessible by employees for purposes of acquiring personal counselling services.

42:02 The Employer will budget two hundred dollars (\$200.00) per permanent employee per contract year to a maximum unused budget not to exceed five thousand dollars (\$5,000.00).

42:03 The referral agency shall be the Credit and Debt Solutions of Newfoundland and Labrador. The Employer will pay the annual administration fee in addition to the amount allocated for counselling services.

42:04 The Employer will not be involved in the administration of the Program and will have no knowledge of the identity of employees who utilize the Program.

42:05 In the event that Credit and Debt Solutions service becomes unavailable and/or unacceptable to the Union, the Employer and the Union agree to the appointment of a Joint Committee of Union and management to set up an alternate arrangement at which time the Employer's involvement will cease.

ARTICLE 43 CONTRACTING OUT

43:01 Should the Employer contract out work, the Employer agrees to provide other positions for any staff that would normally be laid off by the decision to contract out work and the employee's salary at the time of contracting out shall be maintained during the duration of this contract. No employee affected by the Employer's decision to contract out work shall suffer a reduction in their annual salary, benefits or hours of work as a result of the Employer's decision to contract out work. This protection does not include any loss of potential overtime pay. Should the Employer contract out work of the bargaining unit, the Employer agrees to consult with the Union in advance.

ARTICLE 44 DEFERRED SALARY LEAVE PLAN

44.01 The Employer will permit employees to finance a leave of absence according to the stipulations listed in Schedule C.

* ARTICLE 45 STAFF LAWYER

45.01 The staff lawyer shall receive a leadership premium of \$3,000 annually, in recognition of leadership responsibilities, to be paid bi-weekly.

* ARTICLE 46 WELLNESS ALLOWANCE

46.01 The Employer agrees to reimburse an employee up to \$500 per fiscal year towards any type of membership fees for programs and/or equipment aimed at maintaining or enhancing better mental and/or physical health. Receipts are required for such reimbursement.

* ARTICLE 47 FAMILY VIOLENCE LEAVE

47.01 The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

Workers experiencing domestic violence will be able to access ten (10) days of leave per year, five (5) of which will be paid, for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval. Any further leave required under these circumstances shall be unpaid and approved by the Employer.

Confidentiality:

All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

Protection from Discipline and Adverse Action

The Employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

The Employer will approve any reasonable request from an employee experiencing domestic violence.

Schedule "A"
Participation Agreement

The Agreement made this 19th day of December, 2003.

BETWEEN: Registered Nurses' Union Newfoundland & Labrador
(the "Employer")

AND

MULTI-SECTOR PENSION PLAN

By its Trustees

(the "Trustees")

In consideration of the Employer becoming a participating employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the collective agreement between the Employer and Local 7018 of the NAPE (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement dated the 30th day of August, 2002 [July 25, 2001 - July 25, 2003] (the "Collective Agreement"); and an amendment to that Agreement dated December 19, 2003, failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of the Participation Agreement and the Agreement and declaration of Trust dated _____, as amended ("Declaration of Trust") which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer,

Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefits payment and that the Trustees have the authority to amend benefits, if necessary or advisable.

5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

- i) To Be Provided Once Only At Plan Commencement
Date of Hire
Date of Birth
Date of First Contributions
Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
Gender
- ii) To Be Provided With Each Remittance
Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings
Year to Date Contributions
Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii) To Be Provided Initially and As Status Changes
Full Address
Termination Date Where Applicable (MM/DD/YY)
Marital Status

Signed on behalf of the Registered Nurses'
Union Newfoundland & Labrador

Multi-Sector Pension Plan, by its Trustees

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

Date

*** SCHEDULE 'B'**

Effective April 26, 2021

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Secretary Research Assistant	50300	51808	53365	54959	56612	58312
Records and Information Management Support	51389	52926	54515	56148	57836	59572
Accounting Clerk II	62231	64097	66021	68001	70046	72150
Administrative Assistant	51389	52926	54515	56148	57836	59572
Clerk Typist	43210	44505	45838	47219	48634	50093
Office Support Worker	46046	47426	48850	50313	51822	53376
Research Officer	68356	70405	72518	74697	76936	79250
Labour Relations Officer	91955	94716	97561	100486	103500	106604
Staff Lawyer	98854	101821	104879	108023	111262	114600
Communications Specialist	91956	94716	97561	100486	103500	106604
Research and Education Specialist	91956	94716	97561	100486	103500	106604

Effective April 26, 2022

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Secretary Research Assistant	50300	51808	53365	54959	56612	58312
Records and Information Management Support	51389	52926	54515	56148	57836	59572
Accounting Clerk II	62231	64097	66021	68001	70046	72150
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Research and Education Specialist	91956	94716	97561	100486	103500	106604

Effective April 26, 2023

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Secretary Research Assistant	50300	51808	53365	54959	56612	58312
Records and Information Management Support	51389	52926	54515	56148	57836	59572
Accounting Clerk II	62231	64097	66021	68001	70046	72150
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Communications Specialist	91956	94716	97561	100486	103500	106604
Research and Education Specialist	91956	94716	97561	100486	103500	106604

Effective April 26, 2024

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Secretary Research Assistant	50300	51808	53365	54959	56612	58312
Records and Information Management Support	51389	52926	54515	56148	57836	59572
Accounting Clerk II	62231	64097	66021	68001	70046	72150
Administrative Assistant	51389	52926	54515	56148	57836	59572
Clerk Typist	43210	44505	45838	47219	48634	50093
Office Support Worker	46046	47426	48850	50313	51822	53376
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Labour Relations Officer	91955	94716	97561	100486	103500	106604
Staff Lawyer	98854	101821	104879	108023	111262	114600
Communications Specialist	91956	94716	97561	100486	103500	106604
Research and Education Specialist	91956	94716	97561	100486	103500	106604

SCHEDULE "C"

DEFERRED SALARY LEAVE PLAN

Introduction

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

The deferred portions of employees' salaries are deposited into an account. This account accrues interest which must be paid at the end of each calendar year. Because this interest is considered to be income from employment, it is subject to income tax for the year in which it was earned and a T5 must be issued for that income tax year.

The minimum leave period is six (6) months and the maximum period of leave is twelve (12) consecutive months, starting immediately after the salary deferral period.

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

1. ELIGIBILITY

Any permanent full time or permanent part time employee is eligible to participate in the plan.

2. APPLICATION

- (a) An employee must make written application to the Manager of Business Service, requesting permission to participate in the plan.
- (b) Written acceptance, or denial, of the request, with explanation, will be forwarded to them within 30 days of the request.

3. PAYMENT FORMULA AND LEAVE OF ABSENCE

- (a) (1) Table I demonstrates the various Plan options: the amount of salary an employee would have to defer; the period of time over which the salary is deferred; the year in which the leave of absence is to be taken; and the employee's average wage over the entire period of Plan participation.

TABLE I

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

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

- (2) The monies retained by the RNUNL in accordance with Clause 4(a) (1) together with all monies retained by the employer for other employees who are participating in the plan shall be deposited at each pay period in a designated account at any Canadian chartered bank or investment company where RNUNL investments are currently held. The interest so earned on monies retained by the RNUNL in accordance with Clause 4(a) (1) on behalf of a participating employee shall augment such monies.

The monies will be invested in accordance to the Investment Policy Statement for the RNUNL for the Strike and Surplus Funds. The RNUNL will provide a copy of the Investment Policy Statement to NAPE for review on initial signing of this agreement and immediately when the policy statement changes.

- (3) The RNUNL shall make an annual report to each participating employee under this plan as to the amount of deferred salary together with interest accrued to date. The annual report shall be made no later than June 30th of any given year under the plan.

(4) Salary and Benefits during Deferral and Leave Periods

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

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

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

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

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

While on leave, no payments will be made for:

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

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

1. TERMS OF REFERENCE

(a) Withdrawal from the Plan

Once approved for participation in the Deferred Salary Leave Plan, employees may withdraw from the Plan, prior to the leave period, only under exceptional circumstances such as:

- extreme financial hardship;
- death;
- total and permanent disability;
- transfer to another position where Plan participation is not approved; and/or lay-off,
- termination or resignation.

Employees who withdraw from the Plan will receive a refund of their contributions plus the interest earned on the contributions. Refunds will be made within thirty (30) days of the approval to withdraw from the Plan.

The lump sum payment refunded to the employee is subject to Canada Pension Plan contribution (retroactive to the beginning of the deferral period).

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

- (b) On return from leave, the employee shall return to their position with RNUNL.
- (c) Leave under this plan shall be credited as service for purposes of:
 - (i) Seniority
 - (ii) Pension Contributions
- (d) (i) RNUNL shall hire a qualified replacement to fill the vacancy created by the leave.

- (ii) The employee shall have the right to postpone the taking of the six month or one (1) year of leave, subject to the provisions of the Income Tax Act and Regulations, by notifying RNUNL not later than two (2) months prior to when the leave is to be taken.
- (e) Employees who are laid off in accordance with Article 26 will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within thirty (30) days of withdrawal from the plan.
- (f) Pension premiums shall be paid on the salary the employee would have received had they not entered the plan or gone on leave. These payments will be made during the entire period of enrolment in the Plan including the Deferral period and the six month/one year leave period and will be the normal contribution rate.
- (g) *Should the employee die while participating in the plan, any monies accumulated, plus interest owed at the time of death, will be paid to the employee's beneficiary. In the event that no beneficiary is identified, it shall be paid to their estate. Employees are responsible to notify the Employer in writing of their beneficiary.
- (h) All employees wishing to participate in the plan shall be required to sign a memorandum of understanding before final approval for participation will be granted.

APPENDIX I

Benefit/Deduction Program	Benefits During the Deferral Period	Benefits During the Leave Period
MSPP Pension	Contribution will be based on normal gross salary, not salary received	Contribution will be based on normal gross salary, not salary received
Group Life Insurance/Health Insurance/ Dental Insurance	Coverage and premiums will be based on normal gross salary not salary received; employer cost sharing will continue	Coverage continuation is optional; employee is required to pay full cost of premiums while on leave
Voluntary Accident Insurance	Participation optional. employee pays full cost of premium	Participation optional. employee pays full cost of premium
Long Term Disability Insurance	Coverage and premiums will be based on normal gross salary not salary received	No coverage available during the leave period
Union Dues	Payable on normal gross salary	None payable
Income Tax	Payable on that portion of salary actually received	Payable on that portion of salary actually received
Canada Pension Plan	Payable on that portion of salary actually received	Payable on that portion of salary actually received
Employment Insurance	Payable on normal gross salary	No deductions are taken as there are no insurable earnings during the leave period
Annual Leave	Normal accrual rates apply	No accrual during leave period. Time accrued prior to the leave period may be taken before the leave period begins or after the leave period ends
Sick Leave	Normal accrual rates apply	No accrual during leave period. Sick Leave will not be paid during leave period.
Paid Leave (Where Applicable)	Normal accrual rates apply	No accrual during leave period. Time accrued prior to the leave period may be taken, subject to approval, before the leave period begins or after the leave period ends
Severance Pay	Normal accrual rates apply	Entitlement reduced by the length of leave period
Step Progression	Normal application	Step progression delayed by the length of the leave period

MEMORANDUM OF AGREEMENT
DEFERRED SALARY LEAVE

I have read the terms and conditions of the deferred salary leave plan and hereby agree to enter the plan under the following terms and conditions:

1. ENROLMENT DATE:

I wish to enroll in the Deferred Salary Leave Plan commencing

_____.

2. LEAVE OF ABSENCE:

I shall take my leave of absence from the Registered Nurses' Union Newfoundland and Labrador from _____ to _____.

3. Plan Option (Check One)

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

Date

Employee

Witness

LETTER OF UNDERSTANDING
RE. FLEXTIME


Subject to operational requirements, employees may, with the approval of the Executive Director or designate, work a flexible schedule between the hours of 7:30 a.m. and 6:00 p.m., Monday through Friday, subject to the following conditions:

1. Flexible scheduling shall continue for the life of this Collective Agreement.
2. Each employee must work a minimum of 6.5 hours a day, Monday through Friday, inclusive.
3. Employees working other than normal hours may reduce their unpaid meal period to one-half (1/2) hour at the employee's discretion.
4. Core staffing of two (2) Labour Relations Officers and two (2) Clerical employees must be maintained between the normal office hours of 9:00 a.m. and 4:30 p.m.
5. A maximum of two (2) Labour Relations Officers and two (2) Clerical staff will be able to flex each day. Two (2) Clerical staff may be permitted to flex each day in the event an additional Clerical employee is hired, for the duration of the additional employee's employment.
6. Employees on travel status shall not be counted in core staffing.
7. Any reductions in core staffing are at the sole discretion of the Executive Director or designate.
8. Employees may decide on the names of employees who will be working normal hours or who will be working flexible hours on a daily basis. The Employer reserves the right to schedule core employees if employees are unable to agree, and to specify pairing among the Clerical employees if agreement satisfactory to the Employer cannot be reached.
9. The Executive Director or designate must be notified by noon of the schedule that will be worked the next working day.
10. It is intended that there will be no additional costs to the Employer by reason of employees working flexible schedules. Clauses that may have additional cost implications are waived or adjusted to accommodate flexible hours (e.g. Clauses 3:01, 21:01 and Article 10).

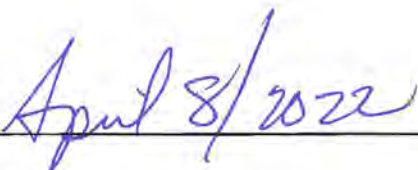
11. A Committee of two (2) management and two (2) unionized staff will meet on the call of either side to monitor progress and deal with unforeseen difficulties.



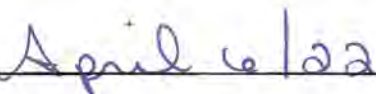
Signed on behalf of the Registered Nurses' Union Newfoundland & Labrador



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



Date




Date

LETTER OF UNDERSTANDING
RE. SCHEDULE A – PARTICIPATION AGREEMENT

The Employer and the Union agree that “Schedule A” – Participation Agreement, shall continue and remain in full force and effect for the duration of this collective agreement, and shall be automatically renewed unless agreed otherwise by the parties. The Employer shall continue to make contributions to the Multi-Sector Pension Plan in accordance with the terms of the most current collective agreement.



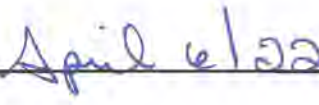
Signed on behalf of the Registered Nurses'
Union Newfoundland & Labrador



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



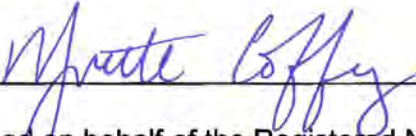
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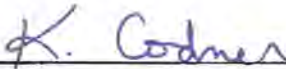
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LETTER OF UNDERSTANDING
DOMESTIC VIOLENCE POLICY

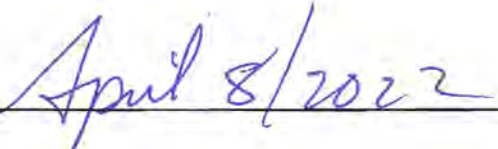
The Employer shall introduce a Policy around Domestic Violence to reflect new Legislation.



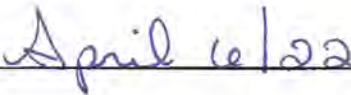
Signed on behalf of the Registered Nurses'
Union Newfoundland & Labrador



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



Date




Date

LETTER OF UNDERSTANDING
EMPLOYEE ASSISTANCE PROGRAM

This confirms a formal understanding between the Registered Nurses' Union Newfoundland and Labrador (RNUNL) and the Newfoundland and Labrador Association of Public and Private Employees (NAPE) to review the possibility of obtaining an alternate administrator to the Credit and Debt Solutions of Newfoundland and Labrador.



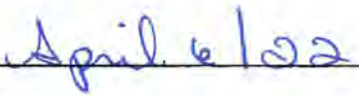
Signed on behalf of the Registered Nurses' Union Newfoundland & Labrador



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



Date



Date

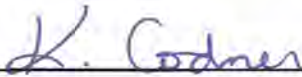
*** LETTER OF UNDERSTANDING**
(NEW)

EMPLOYMENT ENGAGEMENT:

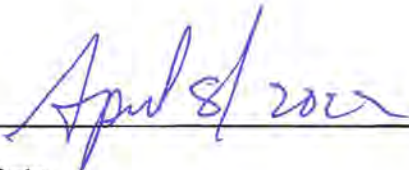
Commencing January 1, 2022, the Employer commits to explore, with consultation from the local, a process to measure employee engagement and to discuss ways to drive engagement in the workplace.



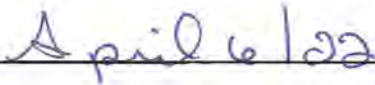
Signed on behalf of the Registered Nurses' Union Newfoundland & Labrador



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



Date



Date


* **LETTER OF UNDERSTANDING**
(NEW)

TITLE CHANGE – Clerk Steno to Administrative Assistant

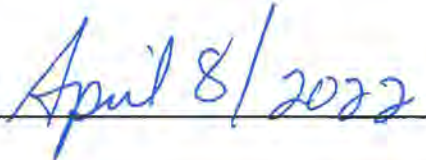
Effective date of signing, the Employer recognizes a title change for the classification Clerk-Stenographer to Administrative Assistant. The title Clerk-Stenographer will be replaced throughout the Collective Agreement by the title Administrative Assistant and in the position description for Clerk-Stenographer. This title change does not represent any change in duties or compensation as described in the Clerk Stenographer position description.



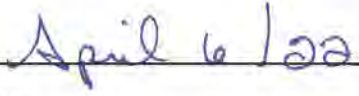
Signed on behalf of the Registered Nurses' Union Newfoundland & Labrador



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



Date



Date

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 06 day of April, 2022.

SIGNED ON BEHALF OF THE REGISTERED NURSES' UNION NEWFOUNDLAND & LABRADOR in the presence of the witness hereto subscribing:

Mavis
Witness

Margaret Coffey

SIGNED ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES in the presence of the witness hereto subscribing:

A. Quinlan
Witness

John Codner

