



Newfoundland and Labrador Association of Public and Private Employees

## **COLLECTIVE AGREEMENT**

between

# **MULTI-MATERIALS STEWARDSHIP BOARD**

and

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

**(Expires: March 31, 2026)**

**THIS AGREEMENT** made this 21<sup>st</sup> day of April, Anno Domini, Two Thousand and Twenty-Three;

**BETWEEN:**

**MULTI-MATERIALS STEWARDSHIP BOARD**

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:

## TABLE OF CONTENTS

<u>ARTICLE NAME AND NUMBER</u>	<u>PAGE</u>
1	Purpose of Agreement ..... 1
2	Definitions..... 1
3	Recognition ..... 4
4	Management Rights ..... 5
5	Employee Rights ..... 5
6	Union Security ..... 6
7	Check-Off ..... 7
8	Grievance Procedure ..... 7
9	Arbitration ..... 9
10	Hours of Work ..... 10
11	Overtime..... 11
12	Standby ..... 12
13	Callback..... 12
14	Holidays..... 12
15	Paid Leave ..... 14
16	Maternity Leave/Adoption Leave/Parental Leave ..... 16
17	Special Leave..... 17
18	Leave - General..... 17
19	Bereavement Leave ..... 17
20	Time off for Union Business ..... 18
21	Termination ..... 18
22	Temporary Assignment ..... 20
23	Contracting Out ..... 22
24	Injury on Duty ..... 22
25	Protective Clothing ..... 24
26	Seniority ..... 24
27	Promotion..... 28
28	Demotion..... 28
29	Technological Change..... 29
30	Discipline..... 30
31	Personnel Files..... 30
32	Travel on Employer's Business ..... 31
33	Safety ..... 33
34	Relocation Expenses..... 33
35	Group Insurance..... 33
36	Labrador Allowance..... 34
37	Labour Management Committee ..... 34
38	Salaries ..... 35
39	Strikes and Lockouts ..... 35
40	Amendment by Mutual Consent ..... 35
41	General Provisions ..... 35

42	Joint Consultation .....	36
43	Personal Loss.....	36
44	Education Leave.....	36
45	Pensions.....	37
46	Advance Notice .....	37
47	Job Classification .....	37
48	Duration of Agreement .....	38
	Schedule A - Salary.....	39
	Schedule B - Step Progression .....	43
	Schedule C - Group Insurance Schedule of Benefits .....	44
	Schedule D - Flex Time Agreement .....	46
	Schedule E - Number of Weeks of Pay in Lieu of Notice .....	51
	Schedule F - Classification Review and Appeal Board Procedures .....	52
	Schedule G - MMSB Salary Scales.....	56
	Letters of Understanding .....	57
	Signing Page.....	63

**ARTICLE 1 PURPOSE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02 In the event that any future legislation renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.
- 1.03 In the event that there is a conflict between any provision of this Agreement and any rule, regulation or policy made by the Employer, this Agreement shall take precedence over the said rule, regulation or policy.
- 1.04 For the purpose of this Agreement, the masculine shall be deemed to include the feminine, and the plural indicates the singular and vice versa as the context may require.

**ARTICLE 2 DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- (a) "bargaining unit" means the bargaining unit recognized in accordance with Article 3.
  - (b) "Chief Executive Officer (CEO)" means the person authorized to act on behalf of the Multi-Materials Stewardship Board (MMSE) or their designate.
  - (c) "classification" means the identification of a position by reference to a class title.
  - (d) "contractual employee" means a person hired for a specific period of time and whose terms and conditions of employment are contained in a written agreement. Contractual employees will not normally be engaged to undertake work which has been regularly done by employees of the bargaining unit.
  - (e) "day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of their position other than a designated holiday;

- (f) "day" means a working day unless otherwise stipulated in the Agreement.
- (g) "demotion" means an action which causes the movement of an employee from their existing classification to a classification carrying a lower pay scale.
- (h) "employee" or "employees" where used is a collective term including all persons employed in the classifications contained in the bargaining unit:
  - (i) "part-time employee" means a person who is regularly employed to work less than the full number of working hours in each working day or less than the full number working days in each work week.
  - (ii) "permanent employee" means a person who has completed their probationary period and is employed on a full-time basis without reference to any specified period of employment.
  - (iii) "temporary employee" means a person who is employed for a specific period for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work.
- (i) "Employer" means the Multi-Materials Stewardship Board (MMSB) and includes any person authorized to act on its behalf.
- (j) "grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.
- (k) "headquarters" means the actual building or other regular place of employment where an employee is normally stationed or required to use as their base of operations on a permanent basis.
- (l) "holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a calendar day designated as a holiday in this Agreement.
- (m) "lay-off" means the temporary cessation of employment due to lack of work or abolition of a post or position.
- (n) "leave of absence" means absence from duty with the permission of the Employer.

- (o) "month of service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.
- (p) "notice" means notice in writing which is hand delivered or delivered by registered mail.
- (q) "overtime" means work performed by an employee in excess of the scheduled work week or work day at the request of the Employer.
- (r) "probationary employee" means an employee who has not worked nine hundred and ten (910) hours in the bargaining unit.
- (s) "promotion" means an action which causes the movement of an employee from their classification to a higher paid classification.
- (t) "reclassification" means any change in the current classification of an existing position.
- (u) "service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year.
- (v) "standby" means any period of time during which, on the instruction of the CEO, an employee is required to be available for recall to work.
- (w) "termination" means the permanent cessation of service of an employee because:
  - (i) an employee is dismissed for just cause and not re-instated;
  - (ii) an employee resigns in writing which shall include a handwritten signature;
  - (iii) an employee is laid off in excess of twenty-four (24) consecutive months;
  - (iv) an employee has lost their seniority in accordance with Clause 26:05.
- (x) "transfer" means the movement of an employee from one position to another which does not result in a promotion or demotion.

- (y) "travel status" means the approved absence of an employee from their headquarters on the Employer's business.
- (z) "union" means the Newfoundland and Labrador Association of Public & Private Employees.
- (aa) "vacancy" means an opening in a permanent, part time or temporary position which is in excess of thirteen (13) weeks duration, and in respect of which there is no employee eligible for recall and which position the Employer wishes to fill.
- (bb) "week" means a period of seven (7) consecutive days beginning at 0001 hours Monday morning and ending at 2400 hours the following Sunday night.
- (cc) "year" means the period extending from the first day of April in one year to the thirty-first day of March in the succeeding year.

### ARTICLE 3 RECOGNITION

- 3.01 (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees listed in Schedule "A".
- \* (b) Persons not included in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instructing, experimenting, reviewing an employee's work performance, emergencies or when employees are not available.
- 3.02 When new classifications are developed, the following procedures shall apply:
  - (a) The Employer will immediately notify the Union, in writing, as to whether such classifications should be included in or excluded from the bargaining unit and provide reasons for exclusions.
  - (b) The Union, after consultation on the Employer's position, will respond in writing, outlining reasons for its rejection of the exclusions within ten (10) working days of receipt of the above notification.
  - (c) Should the parties be unable to agree upon the exclusion of any specific classification, the matter will be immediately referred to the Labour Relations Board for adjudication.



**ARTICLE 4 MANAGEMENT RIGHTS**

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

**ARTICLE 5 EMPLOYEE RIGHTS**

- 5.01 (a) Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to the CEO.
- (b) The Employer agrees that there will be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise by reason of age, race, creed, colour, national origin, sex, marital status, political or religious affiliation, physical handicap or by reason of their membership in the union.
- 5.02 The Employer and the Union recognize the right of all employees to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer and the Union agree to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined, as necessary. The Employer and the Union agree that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint.

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

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

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

**5.03      Union Access**

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

**5.04      No Other Agreements**

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

**5.05      Criminal or Legal Liability**

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

**ARTICLE 6    UNION SECURITY**

- 6.01      All employees who are members of the Union at the time of signing of this Agreement shall remain members during the term or life of this Agreement, provided they continue to occupy a bargaining unit position.
- 6.02      \*      All employees hired after the signing of this Agreement, other than students, shall immediately become and remain members of the Union provided they continue to occupy a bargaining unit position.

The Employer may hire work term students. The hiring of work term students shall not reduce an employee's hours of work, pay, benefits or delay the filling of any vacant position. The hiring of other students will only occur when there are no bargaining unit employees on layoff.

6.03 An employee, upon employment, shall be provided with information in writing concerning:

- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment; and

where copies of the Agreement have been provided to the Employer by the Union, they will be distributed to the employees.

6.04 Where a shop steward is available, the employee will be introduced to them as soon as possible.

#### ARTICLE 7 CHECK-OFF

7.01 The Employer will deduct from the wages of all employees within the bargaining unit the amount of membership dues bi-weekly. The Employer will send a list to the Union bi-weekly showing the names of employees and the amount of contribution of each employee. The Employer will make every reasonable effort to forward the amount of dues to the Union bi-weekly, but in any event will send the amount at least monthly.

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

7.03 The Union shall inform the Employer of any change in the membership dues from time to time, and any such change shall be implemented within thirty (30) days of notification.

#### ARTICLE 8 GRIEVANCE PROCEDURE

8.01 (a) An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

**\* Step 1:**

Subject to Clause 8.08, an employee who alleges that they have a grievance shall within five (5) days of the occurrence or discovery of the incident giving rise to the alleged grievance submit the grievance to the employee's supervisor (first level of management outside the bargaining unit). The grievance shall state the nature of the grievance, the remedy sought and the provision(s) of the Agreement that are alleged violated. The Supervisor will provide a written response to the grievance with five (5) days of receiving the grievance at Step 1.

**Step 2:**

If the grievance is not resolved by the Supervisor's response, the employee may within five (5) days of receiving the Supervisor's response submit the grievance to the CEO who shall provide the employee with a dated receipt of receiving the grievance. The CEO shall respond to the grievance within five (5) days of receiving the grievance.

**Step 3:**

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

- (b) An employee may seek the assistance of a shop steward or union representative at any step of the Grievance Procedure.
- (c) An employee who alleges that they have been unjustly discharged or suspended may submit a grievance to the CEO at Step 2.

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

8.03 Time Limits

The time limits specified in this Article may be extended, in writing, by mutual agreement of the parties.

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

8.05 A Shop Steward and/or grievor, shall not suffer any loss in pay for any time lost in processing complaints or attending grievance meetings. Employee(s) shall not leave their regular duties for the purpose of

conducting business on behalf of the Union without first obtaining permission from their immediate supervisor. Employee(s) shall notify their immediate supervisor when returning to duty.

8.06 Policy and Group Grievance

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

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

8.08 The termination of a probationary employee for unsuitability or incompetence, as assessed by the Employer, is not subject to the grievance and arbitration procedure.

ARTICLE 9 ARBITRATION

9.01 Referral to Arbitration

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

9.02 \* Sole Arbitrator

All grievances referred to arbitration shall be decided by a sole Arbitrator. The referral to arbitration shall be in writing and include the names of three Arbitrators for the other party's consideration. Where possible the Arbitrator nominated shall be an Arbitrator recognized by the Labour Management Arbitration Committee. The party receiving the referral shall respond within fourteen (14) days of receiving the referral to arbitration. If the parties fail to agree upon the appointment of an Arbitrator, the appointment shall be made by the Minister responsible for the Labour Relations Act.

- 9.03 The Arbitrator shall hear the grievance and render a decision within sixty (60) calendar days of the completion of the arbitration hearing.
- 9.04 The parties and the employees bound by this Agreement shall comply with these provisions for final settlement of a grievance and they shall comply with the decisions of the Arbitrator appointed in accordance with these provisions and do, or, as the case may be, abstain from doing anything required by that decision.
- 9.05 Each party shall pay one half (1/2) of the fees and expenses of the Arbitrator.
- 9.06 Witness
- At any stage of the Arbitration Procedure, the parties may have the assistance of any employee(s) concerned as witnesses. An aggrieved employee or an employee who is appearing as a witness shall not suffer any loss in pay or benefits while required to attend the arbitration hearing. Where possible, the Employer should receive five (5) days written notice from the Union that an employee is required to attend as a witness. This Clause shall not apply to employee(s) on suspension or where an employee has been terminated.
- 9.07 An Arbitrator may not alter, modify or amend any provisions of this Agreement, but shall have the power to dispose of a grievance by any arrangement which it deems just and equitable including the power to set aside a decision of the Employer and to modify a disciplinary measure imposed by the Employer.
- 9.08 Union Representation
- The Employer recognizes the right of employees to be represented by a full-time representative of the Union at any stage of the Grievance or Arbitration Procedure.

## ARTICLE 10 HOURS OF WORK

- 10.01 (a) The work week for full-time employees shall be thirty-five (35) hours per week and the work day for full-time employees shall be seven (7) hours per day, exclusive of a meal break which shall be one (1) hour and scheduled where operationally practicable midway through the work day.

- (b) Summer hours may be instituted from mid-June to early September in conjunction with direction from the Government of Newfoundland and Labrador.
- (c) Notwithstanding Clause 10.01 (a) the Employer may hire part time employees. The hours of work for each part time position shall be the hours of work as stated on the job posting.
- (d) The Employer shall continue to consider requests from employees for "flex hours" or "compressed work week" schedules in accordance with the Employer's existing policy as per Schedule "D". Any changes to this policy will be made in consultation with the Union.

10.02 Each employee shall receive a rest period of fifteen (15) consecutive minutes in the first half and in the second half of the working day, at a time to be scheduled by the Supervisor.

10.03 When an employee is required by the Employer to remain at their post during a meal break then that employee shall be paid overtime for the meal period.

#### ARTICLE 11 OVERTIME

11.01 Overtime shall be paid at the rate of one and one-half (1 1/2) times the hourly rate for all time worked in excess of the scheduled work week or work day as specified in Article 10.

11.02 The Employer may, upon the request of an employee, grant time off in lieu of compensation for any overtime worked. Such time off shall be granted at the rates prescribed in Clause 11.01. The dates selected by the employee for time off are subject to the approval of the Employer. Any banked overtime not used by the employee within twelve (12) months of being earned will be paid out by the Employer. Any banked overtime will be paid to an employee upon request.

11.03 All overtime shall be authorized and/or scheduled by the Employer. Employees may be required to work overtime but the employees may refuse overtime where two (2) hours notice of such requirement is not given. Notwithstanding the requirement to give notice, employees may be required to work overtime without notice where the circumstances giving rise to the overtime were unknown to the Employer prior to the notice period.

**ARTICLE 12 STANDBY**

- 12.01 (a) All Standby shall be authorized and scheduled by the CEO and no compensation shall be granted for the total period of standby if the employee does not report for work when required.
- (b) Rates for standby shall be as outlined in the General Service Collective Agreement.
- 12.02 Employees who are on leave shall be exempt from standby duty.

**ARTICLE 13 CALLBACK**

- 13.01 An employee who is required by the Employer to return to work after they have left their place of work, shall be paid for a minimum of three (3) hours at the applicable overtime rate. When the employee is called back to work for a period in excess of three (3) hours, they shall be paid in accordance with Article 11 for the time worked.
- 13.02 When an employee is recalled to work under the conditions described in Clause 13.01, they shall be paid the cost of transportation to and from their place of work at the appropriate kilometre rate up to a maximum of twenty (20) kilometres each way for each callback.
- 13.03 An employee who is called back to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the three (3) hour minimum receives only the benefit of the three (3) hour benefit once. However, should the total time on both calls exceed the three (3) hour minimum, the employee will be compensated for the actual time worked at the applicable overtime rates.
- 13.04 Employees who are required by the Employer to perform overtime duties at home shall not be entitled to call back compensation but such employees will be considered on authorized overtime. This overtime shall be calculated to the first half (1/2) hour and to the next highest fifteen (15) minutes thereafter.

**ARTICLE 14 HOLIDAYS**

- 14.01 The following shall be designated holidays:
- (i) New Year's Day
  - (ii) St. Patrick's Day
  - (iii) Good Friday



- (iv) St. George's Day
  - (v) Commonwealth Day
  - (vi) Discovery Day
  - (vii) Memorial Day
  - (viii) Orangeman's Day
  - (ix) Labour Day
  - (x) Thanksgiving Day
  - (xi) Armistice Day
  - (xii) Christmas Day
  - (xiii) Boxing Day
- (xiv) One (1) additional day in each year that, in the opinion of the Employer, is recognized to be a civic holiday in the area in which the employee is employed. If there is no civic holiday in the area that an employee works, the employee shall be granted an additional day at a time to be determined by the Employer.
- \* (xv) Should any new holiday be proclaimed by the Provincial Authorities, it shall be added to the above list and granted to employees.

#### 14.02 Compensation for Work on a Holiday

Where an employee is required to work on a holiday designated in Clause 14.01, they shall be compensated in addition to the pay they would be entitled to had they not worked on the holiday as follows:

- (a) Pay at the rate of time and one half (1 1/2) for each hour worked; or
- (b) Employees may elect time off in lieu of compensation and the conditions of Clause 11.02 shall apply.

#### 14.03 Holiday Falling on the Day of Rest

Where a holiday referred to in Clause 14.01 coincides with an employee's day of rest, the designated holiday shall be given as established by past practice.

#### 14.04 Work on a Holiday Falling on a Day of Rest

When a holiday falls on an employee's day of rest, and they are required to work on such a holiday, they shall receive two (2) hours pay for each hour worked on that day and in addition they shall receive one (1) hour off for each hour worked. The employee may request time off in lieu of overtime payment provided that such time off must be granted on the basis of two (2) hours off for each hour worked, within two (2) months of

incurring the overtime. If such time off cannot be given within two (2) months and at the convenience of the employee, they shall be paid at the applicable rate.

## ARTICLE 15 PAID LEAVE

### 15.01 (a) Definition

Paid Leave is defined as leave which is paid by the Employer and may be used by employees for annual leave, sick leave, family responsibility leave or other personal reasons. The maximum amount of paid leave which would accrue to an employee in any year shall be as follows.

### (b) Entitlement

<u>Years of Service</u>	<u>No. of Days</u>
Up to ten (10) years	25 (2 1/12 per month)
From ten (10) to twenty-five (25) years	30 (2 1/2 per month)
In excess of twenty-five (25) years	35 (2 11/12 per month)

Employees who work at least one half (1/2) of the working days in a month shall be considered to have a month of service and twelve months of service shall be considered a year of service.

### \* (c) Part-time Employees

Part-time employees will earn paid leave entitlements on a pro-rata basis. Paid leave for part-time employees shall be converted to hours based on a seven (7) hour day.

### (d) Rounding Calculations

Where calculations of annual paid leave entitlements result in a fraction, the amount of leave shall be rounded upwards to the nearest one half (1/2) day. Rounding shall only occur at the end of each fiscal year.

- 15.02 (a) Employees may carry forward and accumulate paid leave days provided that in any year employees must avail of at least ten (10) days paid leave. Employees who are unable to use the minimum paid leave days each year as a result of injury on duty or because of bona fide operational requirements, shall be exempted from this requirement.

- (b) New employees are exempt from having to use the minimum ten (10) days during the first full year of employment.
- 15.03 Upon resignation, retirement or termination of employment, employees shall be paid for any unused paid leave days.
- 15.04 Employees who are laid off may elect to leave their paid leave with the Employer or they may elect to be paid for all or part of their paid leave. Upon the expiry of recall rights, the Employer shall pay such employees for all accrued paid leave.
- 15.05 Employees who have accumulated more than one hundred and eighty (180) days of paid leave may, on written request, receive up to ten (10) days' pay in lieu of paid leave per year so long as they maintain a balance of at least one hundred and eighty (180) days.
- 15.06 An employee may avail of paid leave that was earned during the first six (6) months of employment and an employee may anticipate paid leave thereafter to the end of the period of authorized employment or to the end of the fiscal year concerned, whichever is the shorter.
- 15.07 Paid Leave when used for the purpose of annual leave shall not be taken except with the prior approval of the supervisor authorized to approve such leave. However, subject to the operational requirements of the Employer, the supervisor shall make every reasonable effort to grant paid leave at a time requested by the employee.
- 15.08 (a) Employees who are using paid leave for sick leave purposes shall, where reasonably possible, inform their supervisor prior to the commencement of the work day.
- (b) (i) Where the Employer has reasonable grounds to suspect abuse of paid or unpaid leave for sick leave purposes, the Employer may require an employee to submit a medical certificate during any period of such leave .
- (ii) An employee shall, after the fourth (4<sup>th</sup>) episode in a fiscal year, submit a medical certificate to the Employer on their return to work from paid leave for sick leave purposes. Dental and medical appointments shall not be considered episodes.
- 15.09 Each employee shall be notified of the amount of paid leave accrued as early as reasonably possible after the start of the new fiscal year.

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

#### ARTICLE 16 MATERNITY LEAVE/ADOPTION LEAVE/PARENTAL LEAVE

- 16.01 \*(a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article. Employees are required to provide as much notice as possible prior to the commencement of the maternity/adoption/parental leave.
- \*(b) An employee is entitled to a maximum of seventy-eight (78) weeks leave under this clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- 16.02 \*(a) An employee may return to duty after giving the CEO two (2) weeks' notice of their intention to do so.
- \*(b) The employee shall resume their former position and salary upon return from leave, with no loss of accrued benefits.
- 16.03 \* Periods of leave up to seventy-eight (78) weeks shall count for paid leave, step progression and seniority. The Employer and employee will also pay the group insurance premiums as per Schedule "C" for up to seventy-eight (78) weeks for those employees who opt to remain the group insurance plan.
- 16.04 \* An employee may be awarded paid leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- 16.05 \* While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through the Corporate Services Division.
- 16.06 \* An employee returning from maternity leave may be exempt from standby and call back until the child is one (1) year old, provided that other qualified employees in their work area are available.

- 16.07 \* Maternity/Adoption/Parental leave shall be defined as a period where an employee can demonstrate they were on leave related to the birth of a child or the adoption of a child, and such employee returned to work within a maximum of seventy-eight (78) weeks.

#### ARTICLE 17 SPECIAL LEAVE

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

#### ARTICLE 18 LEAVE – GENERAL

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

#### ARTICLE 19 BEREAVEMENT LEAVE

- 19.01 Subject to Clause 19.02, an employee shall be entitled to bereavement leave with pay as follows:
- (a) In case of the death of an employee's mother, father, legal guardian, brother, sister, child, spouse, common-law spouse, child of common law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, grandmother-in-law, grandfather-in-law or near relative living in same household, three (3) consecutive working days during the time of bereavement.
- (b) In the case of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) day during the time of bereavement.

- 19.02 If the death of a relative referred to in Clause 19.01 (a) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) consecutive working days for the purpose of attending the funeral.
- 19.03 In cases where extraordinary circumstances prevail, the CEO may, at the Employer's discretion, grant special leave for bereavement up to a maximum of two (2) consecutive working days in addition to that provided in Clauses 19.01 and 19.02.
- 19.04 If an employee is on paid leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days paid leave.

#### ARTICLE 20 TIME OFF FOR UNION BUSINESS

- 20.01 Upon written request by NAPE Office to the Employer and with the Employer's written approval, authorized union representatives shall be granted leave with pay, an amount which collectively does not exceed seventy (70) hours in a fiscal year, for the purposes of attending official union business such as conventions and union education programs.
- 20.02 With the approval of the CEO, leave with pay shall be awarded to employees who are members of negotiating committees while they are attending negotiating sessions on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit. The Union shall notify the CEO of the employees affected prior to the commencement of negotiations and employees shall in all instances give prior notice of absences from work to their immediate supervisors and such notice shall be given as far in advance as possible.
- 20.03 The Employer may grant, on written request, leave of absence without pay for a period not exceeding one (1) year for an employee selected for a full-time position with the Union, without the loss of accrued benefits. Employees may not accrue any benefits, other than seniority, during such period of absence. Such leave may be renewed each year, upon written request.

#### ARTICLE 21 TERMINATION

- 21.01 Subject to Clause 26.08, upon termination of service an employee shall receive pay for all paid leave not taken by them prior to the date of termination.

- 21.02 The Employer will endeavour to make all monies owing to the employee available to the employee on the payday immediately following the termination date of employment.
- 21.03 Except in the case of dismissal for just cause, thirty (30) calendar days' notice, in writing, shall be given to permanent employees or probationary employees who are to be laid off or whose services are to be terminated. If appropriate notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced. In the event of layoffs, employees shall be laid off in accordance with Article 26 - Seniority.
- 21.04 Except in the case of dismissal for just cause, ten (10) calendar days' notice, in writing, will be given to temporary and part-time employees who are to be laid off or whose services are to be terminated, provided that such employees are not hired for a specified time period. If appropriate notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- 21.05 (a) Permanent and probationary employees shall give the CEO thirty (30) calendar days' written notice, and temporary and part-time employees shall give ten (10) calendar days written notice of their intention to terminate employment.
- (b) Should the Employer require the employee to vacate their position prior to the expiry of the notice period, the employee shall be paid for the number of days by which the period of notice was reduced by the Employer.
- 21.06 Paid leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.
- 21.07 The period of notice may be reduced or eliminated by mutual agreement.
- 21.08 The Employer will endeavour to provide a separation certificate to the employee within five (5) days of the date of termination of employment.
- 21.09 (a) Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of being bumped by a redundant permanent employee, and who are unable to bump or unable to be placed in other employment, shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment, as per Schedule "E". Where an earlier effective date is required,

employees shall receive redundancy pay in lieu of notice. Employees who are re-employed with the Employer shall be required to pay back part of any pay in lieu of notice they received. The amount they have to pay back shall be based on the length of time they have been out of the employment from the Employer. The amount repaid will be based on the net amount received by the employee and/or the amount paid to a financial institution on behalf of an employee.

- (b) Permanent employees whose positions are declared redundant and who are able to bump or who can be placed in other employment may elect to voluntarily terminate their employment. In such cases, permanent employees shall receive redundancy pay in accordance with Clause 21.09. Permanent employees who avail of this option shall have no recall or bumping rights and will forfeit all seniority.

21.10 Where an employee who is terminating their employment has overdrawn their paid leave, the Employer reserves the right to withhold payment for overtime, or any other compensation owing to the employee, provided that the amount withheld does not exceed the amount required to reimburse the Employer.

## ARTICLE 22 TEMPORARY ASSIGNMENT

22.01 Temporary assignment means the assignment of an employee by the CEO to a classification outside their regular classification on an interim basis:

- (a) during the absence of the regular employee for any reason;
- (b) where a position becomes vacant or a new position is created before a regular employee has been named; or
- (c) for the purpose of performing short-term work of another classification, of the type not covered by (a) or (b) above, provided that where the period of temporary assignment is to exceed more than five (5) consecutive days, the Employer will, in accordance with clause 26.04 (b), recall the employee within the headquarters who is on layoff status and whose regular classification is the same as the one to be occupied.

22.02 With respect to vacancies of the type referred to in Clause 22.01 (b), after the Employer has determined that the position will be filled, then the vacancy shall be posted within one (1) month.



- 22.03 (a) An employee who is on temporary assignment to a position carrying a higher rate than the position they held prior to the temporary assignment shall be reimbursed in accordance with Article 27 - Promotion, provided that on subsequent temporary assignments to an identical classification, the employee shall be reimbursed at the rate they would have received had they remained in the temporary assignment.
- (b) An employee on temporary assignment to a lower classification shall retain their regular rate with appropriate salary adjustments which may have been awarded during the temporary assignment.
- 22.04 A temporary assignment shall cease when the former employee of the position returns to duty, when a person has been appointed to the position in accordance with Clause 26.03, or when an employee has been recalled in accordance with Clause 22:01 (c), and the employee shall be returned to their former position and salary with appropriate adjustments made for any salary increases in the interim.
- 22.05 All temporary assignments shall be in writing to the employee stating the nature of the assignment.
- 22.06 Where an employee is required, in writing, by the Employer to perform duties and responsibilities in a position which is classified as being higher than the employee's own classification, they shall be reimbursed for the entire period of the temporary assignment provided they have occupied the higher position for a period of at least two (2) continuous days at a rate in the higher classification which will yield an increase of not less than five (5%) percent provided that the rate does not exceed the maximum of the salary scale.
- 22.07 (a) No employee shall be temporarily assigned outside the bargaining unit without their consent. An employee who is temporarily assigned outside the bargaining unit may return to the bargaining unit subject to giving the Employer two (2) weeks' notice.
- (b) Employees who are temporarily assigned outside the bargaining unit shall continue to accumulate seniority and have access to the grievance procedure as if they were still covered by this Agreement.
- (c) Employees who are temporarily assigned outside the bargaining unit shall continue to pay union dues.
- (d) Notwithstanding Clause 22.07 (a), (b), and (c), in the event that an employee is temporarily assigned outside the bargaining unit, they

will not accumulate seniority during any period when they would normally have been laid off.

### ARTICLE 23 CONTRACTING OUT

- 23.01 (a) The Employer will provide two (2) months' notice to the union of their intent to contract out work.
- \* (i) In situations where the continued employment of a permanent employee, who is employed as a permanent employee as of April 1, 2023, is adversely affected by contracting out and the permanent employee cannot be employed elsewhere with the Employer, the employee so affected shall receive double the compensation entitlement under the Redundancy Chart (See Schedule "E") with a minimum of thirty-one (31) weeks payout and a maximum of sixty-two (62) weeks payout.
- \* (ii) In situations where the continued employment of a permanent employee, who is employed as a permanent employee after April 1, 2023, is adversely affected by the contracting out and the permanent employee cannot be employed elsewhere with the Employer, the employee so affected shall receive notice based on Schedule E.
- \* (b) Notwithstanding (a) above, a permanent employee may, with thirty (30) calendar days' notice, terminate their employment during any period of the notice period without reducing the payout. The requirement to provide notice to the Employer may be reduced upon mutual agreement without affecting the payout. In situations where the Employer cannot agree to reduce the notice period, because of operational requirements, the employee may elect to terminate but the payout will be reduced by the amount of time left outstanding within thirty (30) day notice period.

### ARTICLE 24 INJURY ON DUTY

- 24.01 (a) (i) An employee who is unable to perform their duties because of an injury received in the performance of their work shall report the injury and the incident giving rise to the injury to their supervisor and complete the necessary workers compensation forms before leaving work, unless the injury was such that the employee could not report to their supervisor or complete the workers compensation forms

before leaving work. The employee shall provide the Employer with all relevant functional information pertaining to their injury. The employee shall be placed on Injury on Duty Leave with pay as per Clause 24.01(b) pending settlement of the insurable claim. While on Injury on Duty Leave, employees shall continue to receive all benefits of the Collective Agreement.

- (ii) Injury on Duty Leave with pay shall continue for the number of days that an employee would normally have access to Paid Leave. Upon receipt of compensation benefits, the employee shall reimburse the Employer for the amount of injury on Duty Leave with pay which was granted. If the claim is subsequently denied by the Workplace Health and Safety Commission, the Employer shall pay the employee the difference between Injury on Duty Leave with pay and the employee's Paid Leave. The employee's Paid Leave bank shall be adjusted accordingly.

- (b) For the purposes of this Article, Injury on Duty Leave pay is the amount that would be determined by the Workplace Health and Safety Compensation Commission in accordance with the Workplace Health and Safety Compensation Act.
- (c) All employees shall be covered by the Workplace Health and Safety Compensation Act.

- 24.02 Where the Workplace Health and Safety Compensation Commission informs the CEO that it considers the employee unable to perform their duties because of an injury on duty, the employee shall continue on Injury on Duty Leave without pay subject to regular reports from the Workplace Health and Safety Compensation Commission.
- 24.03 In the event that an employee becomes permanently disabled as a result of an injury received in the line of duty, the employee shall receive all accrued benefits which such employees are properly entitled.
- 24.04 In the event that an employee is placed on Injury on Duty Leave they will not accrue seniority during any period when they would normally have been laid off.
- 24.05 The Employer recognizes its obligations under the Workplace Health and Safety Compensation Act as it pertains to Safe and Early Return to Work and the duty to accommodate.

- 24.06 \* Notwithstanding clause 24.01(a)(i), an employee who is approved for full extended earnings loss (EEL) benefits from WorkplaceNL shall no longer accumulate benefits under this agreement. These employees shall have their position protected for two (2) calendar years following the date of the EEL being approved. After the two (2) years the employee shall be terminated, subject to the Human Rights Act.

#### ARTICLE 25 PROTECTIVE CLOTHING

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

#### ARTICLE 26 SENIORITY

- 26.01 (a) Definition of Seniority
- Subject to Article 26.01(d) and 26.05, seniority is defined as the total length of service calculated on an hourly basis, excluding overtime, with the Employer in a position included in the bargaining unit. Seniority shall operate on a bargaining unit wide basis.
- (b) A permanent employee who obtains a temporary position shall retain their permanent status.
- (c) When a position is expected to exceed thirteen (13) weeks, such positions shall be posted in accordance with Article 26.02(a) as soon as the Employer becomes aware that the position will likely exceed thirteen (13) weeks. Positions filled by employees who have not received a position with the Employer through the job competition process shall be posted upon the accrual of thirteen (13) weeks in the position.
- (d) Newly hired employees shall be on probation as outlined in clause 2:01 (r) and subject to clause 8:08 shall be entitled to all rights and benefits of this agreement. After the completion of the probationary period, seniority shall be effective from the original date of hire.

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

26.03 Both parties recognize:

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

Therefore, when a vacancy occurs within the bargaining unit, or when a new position is created within the bargaining unit, the Employer shall consider employees who apply for the position on promotion, transfer or demotion using the following criteria: qualifications, ability and seniority. Where candidates are evaluated as being relatively equal, the senior employee shall be selected for appointment.

- (c) Trial Period

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

26.04 (a) Layoff Procedure

Where the Employer determines that a layoff is required within a headquarters, the employees in the headquarters and classification affected by the layoff, who have the least seniority, shall be the first employees laid off, provided that the employee who would be retained in accordance with this procedure is qualified to perform the duties required. In effecting layoffs where more than one employee has equal seniority, the most senior employee shall be determined by a random draw.

(b) Recall Procedure

Where the Employer determines that a recall is required within a headquarters, the employee in the headquarters and classification who has the most seniority shall be the first employee recalled, provided the employee who would be recalled in accordance with this procedure is qualified to perform the duties required. In effecting recalls where more than one employee has equal seniority, the most senior employee shall be determined by a random draw.

(c) Bumping Procedure

An employee who is to be laid off in accordance with Clause 26.04(a) or who is not recalled when a recall occurs within the bargaining unit shall have the option to bump provided the employee retained in accordance with this procedure is qualified and able to perform the duties as required, as follows:

- (i) an employee may elect to bump the junior employee in an equivalent classification within their headquarters. Where there is no junior employee in an equivalent classification then they may bump to the next lower classification within their headquarters where there is a junior employee; or
- (ii) an employee may select a headquarters and bump the junior employee in their own classification in the selected headquarters.
- (iii) an employee who changes their classification as a result of bumping shall receive the rate of pay of the new classification. Employees who are recalled to their own classification and headquarters may not refuse such recall.

(iv) an employee who is bumped in accordance with this procedure shall be deemed to have been given notice of layoff with effect from the date that the employee who bumped them was given notice of layoff.

(d) For layoff, bumping and recall purposes, a permanent employee is considered senior to temporary employees.

26.05 For the purpose of this Agreement, seniority shall be considered broken and all seniority rights forfeited when an employee:

(a) resigns in writing which shall include a handwritten signature;

(b) is dismissed for just cause and not reinstated;

(c) fails to return to work after receiving notice to do so. Where an employee, because of exceptional circumstances, is unable to report to work when required, the employee will not forfeit their recall rights. It shall be the responsibility of the employee to keep the Employer informed of their current address;

(d) has been out of the service of the Employer in excess of twenty-four (24) consecutive months;

(e) is absent from work for five (5) consecutive days without notifying the Employer or giving a satisfactory reason for such absence to the Employer.

(f) has been permanently appointed to a management position in excess of twenty-four (24) consecutive months.

26.06 Upon request, an unsuccessful applicant for a job vacancy will be informed of the reason why they were unsuccessful and/or the name and classification of the successful applicant.

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

26.08 Notwithstanding the other provisions of this Article, in cases where an employee has received notice of layoff, and the Employer determines that the employee's services are required beyond the effective date of the layoff notice for a period not to exceed twenty (20) days, then no further notice of layoff is required; however, the employee shall be guaranteed work on a weekly basis, i.e. five (5) days at a time.

**ARTICLE 27 PROMOTION**

- 27.01 (a) On promotion of an employee to a higher pay range, the employee's rate of pay will be established at the salary in effect for the higher classification.
- (b) An employee promoted to a higher employment status within their classification shall not be eligible for the salary treatment specified in Clause 27.01 (a).
- 27.02 Changes in pay rates as a result of a promotion shall be effective from the date the employee assumes the new position.
- 27.03 Where an employee is required to attend an employment interview with the Employer, such employees shall be awarded time off with pay for the purpose of attending the interview.
- 27.04 An employee who applies for and receives a posted position, which they have occupied on temporary assignment or had previously been employed in, shall be placed on the step last occupied in that classification or in accordance with the promotions article whichever is greater.

**ARTICLE 28 DEMOTION****28.01 Voluntary Demotion**

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

- 28.02 When an employee has to seek, or accept, a change in classification because of a health reasons recommended by a qualified medical practitioner, then such movement will be considered as a voluntary demotion or a promotion, whichever the case may be. Such a movement will only be possible if an appropriate vacancy exists and the employee has the necessary qualifications and abilities.



**ARTICLE 29 TECHNOLOGICAL CHANGE****29.01      Advance Notice**

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

**29.02      Consultation**

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

**29.03      Transfer Arrangements**

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

**29.04      Training Benefits**

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

**29.05      No New Employees**

No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation until the employee(s) already working and affected by the change have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment, as provided for in Clause 29.04.

**ARTICLE 30 DISCIPLINE**

- 30.01 Within five (5) days of an oral notification of suspension or dismissal, an employee shall be given written confirmation of the suspension or dismissal, including the reasons for such action.
- 30.02 \* Except as provided in clause 8.08, all dismissals, suspensions and other disciplinary action may be subject to the formal grievance procedure as outlined in Article 8.
- 30.03 If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from their place of employment, it shall be with pay.
- 30.04 The Employer shall notify an employee in writing of any dissatisfaction concerning their work within five (5) days of the occurrence or discovery of the incident giving rise to a complaint. A complaint includes any issue which may give rise to discipline. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of their record for use against them at any time.
- 30.05 When an employee is required to attend any meeting that may result in discipline or any meeting where discipline is imposed, the employee shall be entitled to have a Shop Steward or a representative of the Union attend the meeting.

**ARTICLE 31 PERSONNEL FILES**

- 31.01 A copy of any document placed on an employee's personnel file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee, who shall acknowledge having received such document by signing the file copy.
- 31.02 Any such document shall be removed from the personnel file of the employee and destroyed after the expiration of eighteen (18) months, provided there has not been a recurrence of a similar incident during that period.
- 31.03 An employee shall, at any reasonable time, be allowed to inspect their personnel file and may be accompanied by a representative of the Union, if they desire.

- 31.04 Copies of documents in an employee's personnel file may be made available to the employee, on request.
- 31.05 There shall be one (1) recognized personnel file and that file will be the one maintained by the Employer.

### ARTICLE 32 TRAVEL ON EMPLOYER'S BUSINESS

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

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

- (b) For travel on the Employer's business for less than one (1) day, Travel Expense Rules as prescribed by Public Service Secretariat shall apply.

- 32.02 \* Employees who are authorized to use their own cars while travelling on business for the Employer shall be reimbursed at the applicable kilometre rate as set and adjusted by the Government of Newfoundland and Labrador. Nothing in this clause shall be interpreted to mean that an employee has to provide a vehicle as a condition of employment.

- 32.03 An employee is entitled to claim an incidental expense for each night on overnight travel status at the rate of \$5.00 per night.

- 32.04 An employee on overnight travel status shall be reimbursed for the cost of one personal long-distance telephone call, not exceeding five (5) minutes in duration, for each day the employee is on overnight travel status.

- 32.05 (a) For the purpose of this Article, "travel time" means travel on the Employer's business authorized by the CEO for an employee by land, sea or air between their headquarters and a location outside their headquarters and between locations outside their headquarters, to perform duties assigned to them by the CEO and during which the employee is required to travel outside their normal scheduled work period.
- (b) "Travel Time" and the method of travel shall require the prior approval of the CEO.

- (c) (i) When the method of travel is set by the CEO, compensation for "travel time" shall be paid for the length of time between the Employee's departure from any location and their arrival at their place of lodging or work, whichever is applicable, at their authorized destination.
- (ii) An employee may, with the prior approval of the CEO, 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 32.05 (c)(i).
- (d) Subject to Clause 32.05 (c), an employee who is required by the Employer to engage in "travel time" shall be compensated at straight time rates for all "travel time" provided that the maximum amount claimable in any one day does not exceed a regular day's pay.
- (e) Travel time is to be compensated as follows:
  - (i) For travel by air, sea, rail and other forms of public transportation, the time between the scheduled time of departure and the scheduled time of arrival at the destination plus one half (1/2) hour.
  - (ii) For travel by personal or Employer vehicle, the time required to proceed from the employee's place of residence or work place, as applicable, directly to destination, and upon their return directly back to their residence or work place.
- (f) Notwithstanding any provisions in Clause 32.05, compensation will not be paid for travel time in connection with transfers, educational courses, training sessions, conferences, seminars or employment interviews.
- (g) For the purpose of this Article, "headquarters area" means an area within a radius of twenty (20) kilometres from an employee's headquarters.

32.06 Employees who provide their own accommodations while travelling on the business of the Employer will be compensated at the rate of \$25.00 per night.

32.07 Notwithstanding any rates contained in any Clause under Article 32, any increases received by the General Service Bargaining Unit of Government

shall apply on the date that they were received by the reference bargaining unit.

- 32.08 Notwithstanding Clause 32.02, when posting a vacant position, the Employer has the right to designate positions which requires prospective incumbents to have, as a condition of employment, an automobile vehicle available for use on Employer business. Employees who make an automobile available for use on Employer business as a condition of employment will be compensated in accordance with government's travel rules.

### ARTICLE 33 SAFETY

- 33.01 The Employer shall make reasonable provisions for the safety and health of its employees during their hours of employment.
- 33.02 Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer.
- 33.03 It is mutually agreed that the Employer, the Union and employees shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health issues.
- 33.04 All matters dealing with safety shall be discussed by the appropriate Occupational Health and Safety Committee. The mandate of the Occupational, Health and Safety Committee shall be expanded to include environmental issues.

### ARTICLE 34 RELOCATION EXPENSES

- 34.01 An employee who is requested by the Employer to relocate from one geographical location to another (in excess of eighty (80) kilometers) shall, on the submission of a certified statement of expenses as prescribed by the Employer, be compensated for reasonable relocation expenditures. An employee shall have the option to accept a transfer or lay off.

### ARTICLE 35 GROUP INSURANCE

- 35.01 The Group Insurance Plan presently in effect shall remain in effect during the life of this Agreement.

- 35.02 (a) The Employer agrees to pay 75% of the premiums of the Plan, except for Long Term Disability Insurance, and the employee agrees to pay the remaining 25%.
- (b) Employees will pay 100% of the premiums for Long Term Disability insurance.
- 35.03 The employees may have the opportunity to continue coverage during layoff through direct payments of 100% of the premiums if it is consistent with the provisions of the insurance carrier.
- 35.04 A summary of the general provisions and benefits of the Plan is appended to the Agreement as Schedule 'C'.

#### ARTICLE 36 LABRADOR ALLOWANCE

- 36.01 The parties agree to implement the Labrador Benefits Agreement between the public sector unions and government.

#### ARTICLE 37 LABOUR MANAGEMENT COMMITTEE

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

**ARTICLE 38 SALARIES**

- 38.01 The salary scales set out in Schedule 'A' and the step progression as outlined in Schedule "B" will become effective from the dates prescribed in both Schedules and the salary/step adjustment formula set forth therein will be applied.

**ARTICLE 39 STRIKES AND LOCKOUTS**

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

39.02 **Legislation and Collective Agreements**

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

**ARTICLE 40 AMENDMENT BY MUTUAL CONSENT**

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

**ARTICLE 41 GENERAL PROVISIONS**

- 41.01 The Employer agrees to provide access to and support an Employee Assistance Program. The Union agrees that access to the Employee Assistance program provided by the Public Service Commission fulfils this obligation.

**ARTICLE 42 JOINT CONSULTATION**

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

**ARTICLE 43 PERSONAL LOSS**

- 43.01 Subject to Clauses 43.02 and 43.03, where an employee in the performance of their duty suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer shall compensate the employee for any loss suffered, to a maximum of \$1,000.00, subject to the provision of replacement item receipts, original purchase receipts if available and the approval of the CEO.
- 43.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within two (2) days of the incident to the CEO or their designated representative.
- 43.03 This provision shall only apply in respect of personal effects which the employee would reasonably have in their possession during the performance of their duty.

**ARTICLE 44 EDUCATION LEAVE**

- 44.01 With the prior approval of the Employer, an employee may be awarded education leave as follows:
- (a) Where the Employer requires an employee to take advanced or supplementary courses of professional or technical training, the employee shall be awarded leave with pay where required.
  - (b) At the request of an employee, education leave may be awarded to an employee to enable them to participate in courses of training, either within or outside the Province. The duration of and the rate of pay for such leave shall be subject to such terms and conditions as the Employer may see fit to prescribe.
  - (c) With the approval of the Employer, leave with pay may be awarded to an employee for the period of time required to write exams for educational courses approved by the Employer.
- 44.02 Subject to operational requirements of the Employer and the availability of qualified replacement staff, an employee may be granted unpaid



educational leave of the amount requested not exceeding two (2) years. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority.

- 44.03 Employees while on unpaid educational leave shall continue to accumulate seniority.
- 44.04 The Employer shall bulletin all in-service training courses. The bulletin shall contain the name, and where possible, the dates of the course and where further information can be obtained.

#### ARTICLE 45 PENSIONS

- 45.01 Employees who meet the criteria for participation in the Government Money Purchase Pension Plan shall enrol in and receive the benefits of that Plan, and shall participate on the same contributory (cost-sharing) terms as all other public sector participants in the Plan.

#### ARTICLE 46 ADVANCE NOTICE

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

#### ARTICLE 47 JOB CLASSIFICATION

- 47:01 Employees shall be notified in writing of any changes in their classification resulting from a review or an appeal.
- 47:02 The Classification Appeals Board shall carry out its functions in accordance with the Classification Review and Appeal Board Procedures as set out in Schedule "F".
- 47:03 When an employee feels that their position has been unfairly or incorrectly classified, the employee may submit a request in accordance with the procedures outlined in Schedule "F".

**ARTICLE 48 DURATION OF AGREEMENT****48.01 \* Period of Agreement**

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

**48.02 \* Changes in Agreement**

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

**48.03 \* Notice of Changes**

Either party desiring to propose changes to this agreement shall within thirty (30) calendar days following receipt of notice under Clause 48.01, 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, unless otherwise agreed by the parties.

**48.04 \* Agreement to Remain in Effect**

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

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

## \* SCHEDULE A – SALARY

Classification	Scale	Salary Rates Effective April 1, 2022		
		Step 1	Step 2	Step 3
Accountant/Administrative Officer	MMSB-34	\$55,591.10	\$58,739.59	\$61,926.71
Accounting Clerk	MMSB-28	\$46,145.64	\$47,853.92	\$51,129.13
Administrative Coordinator	MMSB-27	\$44,561.73	\$46,898.95	\$49,313.44
Business Development Officer	MMSB-38	\$64,225.30	\$67,933.95	\$71,661.91
Compliance Auditor	MMSB-34	\$55,591.10	\$58,739.59	\$61,926.71
Field Operations Officer – Beverage Program	MMSB-39	\$66,369.36	\$70,290.48	\$74,269.56
Field Operation Officer – Tire Program	MMSB-38	\$64,225.30	\$67,933.95	\$71,661.91
Marketing & Public Education Officer	MMSB-34	\$55,591.10	\$58,739.59	\$61,926.71
Quality Assurance Inspector	MMSB-26	\$42,939.20	\$45,257.10	\$47,536.38
Senior Audit & Finance Officer	MMSB-42	\$71,970.97	\$78,364.52	\$84,816.03
Senior Marketing & Communications Officer	MMSB-44	\$77,379.41	\$84,391.08	\$91,286.84
Senior Program & Policy Development Officer	MMSB-44	\$77,379.41	\$84,391.08	\$91,286.84
Senior Systems Analyst	MMSB-42	\$71,970.97	\$78,364.52	\$84,816.03
Systems Administrator	MMSB-36	\$59,840.59	\$63,317.45	\$66,794.31

Classification	Scale	Salary Rates Effective April 1, 2023		
		Step 1	Step 2	Step 3
Accountant/Administrative Officer	MMSB-34	\$56,702.92	\$59,914.38	\$63,165.24
Accounting Clerk	MMSB-28	\$47,068.55	\$48,811.00	\$52,151.71
Administrative Coordinator	MMSB-27	\$45,452.97	\$47,836.93	\$50,299.71
Business Development Officer	MMSB-38	\$65,509.80	\$69,292.63	\$73,095.15
Compliance Auditor	MMSB-34	\$56,702.92	\$59,914.38	\$63,165.24
Field Operations Officer – Beverage Program	MMSB-39	\$67,696.75	\$71,696.29	\$75,754.95
Field Operation Officer – Tire Program	MMSB-38	\$65,509.80	\$69,292.63	\$73,095.15
Marketing & Public Education Officer	MMSB-34	\$56,702.92	\$59,914.38	\$63,165.24
Quality Assurance Inspector	MMSB-26	\$43,797.98	\$46,162.25	\$48,487.11
Senior Audit & Finance Officer	MMSB-42	\$73,410.38	\$79,931.81	\$86,512.35
Senior Marketing & Communications Officer	MMSB-44	\$78,927.00	\$86,078.90	\$93,112.58
Senior Program & Policy Development Officer	MMSB-44	\$78,927.00	\$86,078.90	\$93,112.58
Senior Systems Analyst	MMSB-42	\$73,410.38	\$79,931.81	\$86,512.35
Systems Administrator	MMSB-36	\$61,037.41	\$64,583.80	\$68,130.20

Classification	Scale	Salary Rates Effective April 1, 2024		
		Step 1	Step 2	Step 3
Accountant/Administrative Officer	MMSB-34	\$57,836.98	\$61,112.67	\$64,428.55
Accounting Clerk	MMSB-28	\$48,009.92	\$49,787.22	\$53,194.75
Administrative Coordinator	MMSB-27	\$46,362.03	\$48,793.67	\$51,305.70
Business Development Officer	MMSB-38	\$66,820.00	\$70,678.48	\$74,557.05
Compliance Auditor	MMSB-34	\$57,836.98	\$61,112.67	\$64,428.55
Field Operations Officer – Beverage Program	MMSB-39	\$69,050.68	\$73,130.22	\$77,270.05
Field Operation Officer – Tire Program	MMSB-38	\$66,820.00	\$70,678.48	\$74,557.05
Marketing & Public Education Officer	MMSB-34	\$57,836.98	\$61,112.67	\$64,428.55
Quality Assurance Inspector	MMSB-26	\$44,673.94	\$47,085.49	\$49,456.85
Senior Audit & Finance Officer	MMSB-42	\$74,878.59	\$81,530.45	\$88,242.59
Senior Marketing & Communications Officer	MMSB-44	\$80,505.54	\$87,800.48	\$94,974.83
Senior Program & Policy Development Officer	MMSB-44	\$80,505.54	\$87,800.48	\$94,974.83
Senior Systems Analyst	MMSB-42	\$74,878.59	\$81,530.45	\$88,242.59
Systems Administrator	MMSB-36	\$62,258.15	\$65,875.48	\$69,492.80

Classification	Scale	Salary Rates Effective April 1, 2025		
		Step 1	Step 2	Step 3
Accountant/Administrative Officer	MMSB-34	\$58,993.72	\$62,334.92	\$65,717.12
Accounting Clerk	MMSB-28	\$48,970.12	\$50,782.97	\$54,258.64
Administrative Coordinator	MMSB-27	\$47,289.27	\$49,769.55	\$52,331.82
Business Development Officer	MMSB-38	\$68,156.40	\$72,092.05	\$76,048.19
Compliance Auditor	MMSB-34	\$58,993.72	\$62,334.92	\$65,717.12
Field Operations Officer – Beverage Program	MMSB-39	\$70,431.70	\$74,592.82	\$78,815.45
Field Operation Officer – Tire Program	MMSB-38	\$68,156.40	\$72,092.05	\$76,048.19
Marketing & Public Education Officer	MMSB-34	\$58,993.72	\$62,334.92	\$65,717.12
Quality Assurance Inspector	MMSB-26	\$45,567.42	\$48,027.20	\$50,445.99
Senior Audit & Finance Officer	MMSB-42	\$76,376.16	\$83,161.06	\$90,007.44
Senior Marketing & Communications Officer	MMSB-44	\$82,115.65	\$89,556.48	\$96,874.33
Senior Program & Policy Development Officer	MMSB-44	\$82,115.65	\$89,556.48	\$96,874.33
Senior Systems Analyst	MMSB-42	\$76,376.16	\$83,161.06	\$90,007.44
Systems Administrator	MMSB-36	\$63,503.32	\$67,192.99	\$70,882.66

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

**SCHEDULE "B" - STEP PROGRESSION**

Employees shall advance one step on their respective salary scales for each additional eighteen hundred and twenty (1820) hours of service (exclusive of overtime and travel time) and thereafter from year to year for each additional eighteen hundred and twenty (1820) hours of service accumulated (exclusive of overtime and travel time).

**\* SCHEDULE "C" - GROUP INSURANCE**  
**SCHEDULE OF BENEFITS**

**Basic Group Life Insurance**

Employer pays 75% of premium and employee pays 25%.

All employees:

- one times annual salary rounded up to the next even \$1,000
- coverage reduced 50% at age 65
- terminates at age 71
- non-evidence limit \$250,000
- maximum benefit \$250,000
- minimum benefit \$20,000

**Dependent Life**

Employer pays 75% of premium and employee pays 25%

- Spouse - \$10,000
- Children - \$5,000
- Ceases the earlier of retirement, termination of employment or age 71

**Basic Accidental Death and Dismemberment Benefit**

Employer pays 75% of premium and employee pays 25%

- An amount equal to the amount of basic group life insurance
- Coverage reduced 50% at age 65
- Terminates at age 71

**Long Term Disability Benefit**

Employee pays 100% of the premium

- Benefits are based on 66.67% of earnings
- \$4,000 per month (Base Long Term Disability)
- Benefits commence after an elimination period of 119 days
- Benefits cease at age 65. Coverage for insurance employees cease at age 65 less the elimination period
- Non-evidence limit - \$4,000
- Claim payments received are non-taxable



### Health Benefits

Employer pays 75% of premium and employee pays 25%

- Hospital - semi-private room - 100% direct pay - In Canada only
- Worldwide Travel (includes referrals out of Canada) - 100% reimbursement
- Extended Health - 100% reimbursement
- Vision Care - 80% reimbursement - \$200 maximum payable every two years, every year for participants under 21
- Drug Benefits - Direct pay - the participant pays 10% for each eligible prescription item at Costco and 20% elsewhere

### Dental Benefits

Employer pays 75% of premium and employee pays 25%

- Dental - Basic - 80% reimbursement

Complete details on plan coverage can be found online. Website and login details are available through the Corporate Services division.

**SCHEDULE "D"*****MULTI-MATERIALS STEWARDSHIP BOARD  
FLEX-TIME AND COMPRESSED WORK WEEK POLICY*****1.0 Objective**

To permit employees of MMSB, where operational exigencies permit, to better balance their work and personal lives and, as a result, achieve higher staff morale and greater productivity in the organization.

**2.0 Application of Policy**

The Flex-time and Compressed Work Week Policy applies to full-time corporate employees in MMSB, provided an arrangement to alter the normal work day and/or work week will not negatively impact service delivery to the public and/or result in additional financial cost to MMSB.

**3.0 Consideration for Approval**

Flex-time and Compressed Work Week Policy may be approved for full-time corporate employees in MMSB, provided the following conditions are met.

- .1 Approval of Flex-time or Compressed Work Week schedules will not result in operational problems and/or additional financial costs (e.g., a shortage of staff to provide service to the public or additional overtime cost(s) to MMSB).
- .2 The employee must agree that an approved Flex-time or Compressed Work Week schedule can be changed by the supervisor to accommodate scheduling and/or operational issues.
- .3 The employee must agree to provide the supervisor with a telephone number where they may be contacted on the scheduled compressed day in the event an issue arises which can be only addressed by the employee. If the employee is not available at that telephone number during their compressed day off, they must make direct contact with the supervisor to ensure such issues can be addressed, as they may arise, through alternate arrangements.
- .4 Approval is dependent on the availability of adequate supervision as may be required to support Flex-time or Compressed Work Week arrangements.

**4.0 Process for Approval**

The Flex-time and Compressed Work Agreement will be completed by each employee wishing to participate in the program and submitted to their supervisor for recommendation to the CEO of MMSB for consideration. A copy of the approved Flex-

time Agreement and/or Compressed Work Week Agreement will be placed on the employee's personnel file. Signing the Agreement(s) will constitute concurrence with all conditions outlined in the Flex-time and/or Compressed Work Week Agreements.

#### **5.0 Conditions for Flex-Time or Compressed Work Week**

- .1 Employees wishing to participate in a Flex-time schedule will be permitted to vary start and end times for each day, but must continue to work the regular number of hours each day (i.e., 7 hrs during the Fall, Winter, and Spring months and 6 ½ hrs during the Summer months if summer hours are in effect).
- .2 Employees wishing to participate in a Compressed Work Week schedule will be permitted to work an extra 45 minutes each day for eight (8) days, and one (1) extra hour on the ninth (9<sup>th</sup>) day, to earn the privilege of taking the tenth (10<sup>th</sup>) day off.
- .3 Employees are not permitted to accumulate their compressed days off.
- .4 If employees attend a workshop, training, etc., they are expected to work their compressed schedule as usual. This means that if the workshop is 7 hours long, an employee on a Compressed Work Week schedule must work the remaining 45 minutes (or 1 hour) owed for that day.
- .5 For Flex-time schedules, the official start of the work day cannot commence before 7:30 am and must occur by 10:00 am.
- .6 For Flex-time schedules, the official finish of the work day cannot occur before 3:30 pm and must not exceed 6:00 pm.
- .7 The official start and finish of the work day for those employees on a Compressed Work Week schedule will be determined by the supervisor in consultation with the employee and shall be referenced in the Flex-time and Compressed Work Week Agreement.
- .8 Each employee must be at work during the "core hour period" (10:00 am until 3:30 pm) with the exception of their lunch break.
- .9 The lunch break must be either ½ hour or one (1) hour and be taken during the period 12:00 pm through 2:00 pm.
- .10 Once the Flex-time or Compressed Work Week schedule is established, it remains in effect for the period specified, unless the supervisor suspends it temporarily or permanently due to the operational needs of MMSB, or the employee gives notice of their intent to return to regular work hours/work week.

- .11 This arrangement is provided to the employee in accordance with the position they currently occupy. Should an employee's position change, the Flex-time or Compressed Work Week schedule option will be re-evaluated. It is understood that this type of change may result in the Flex-time or Compressed Work Week schedule option not being available to the employee.

#### **6.0 Paid Leave (Annual, Sick, Family Responsibility etc.)**

- .1 Employees participating in this program will have paid leave calculated and deducted in hours. An employee on a Compressed Work Week schedule will be deducted paid leave as it is taken in relation to their established work day (i.e., 7.75 hours or 8 hours during most of the year and 7.25 hours or 7.5 hours during the summer if summer hours are in effect). This will not effect the employee's eligibility to take their scheduled compressed day off. Any such leave taken may not be made up by working additional hours during the compressed work period.
- .2 All employees are required to arrange outside appointments on their Compressed Work day when possible. All employees on a Compressed Work Week are required to complete leave forms for short term leave taken during a work day, such as doctor appointments, visits to banks, etc. Any such leave taken may not be made up by working additional hours during the compressed work period.
- .3 Employees required to work on their compressed day off under the Compressed Work Week schedule must take another equivalent day off within the following two week period. Working on a compressed day off is not eligible for overtime. Compressed days off are not to be accumulated.
- .4 The Flex-time and Compressed Work Week schedules may be suspended temporarily by the supervisor during peak workload periods of high annual leave usage (i.e., Summer, Christmas, etc.) or otherwise to ensure the operational requirements of MMSB are met.

#### **7.0 Summer Hours**

Employees, who because of the exigencies of the service, are able to participate in summer work hours, will have the ½ hour factored into the Flex-time and Compressed Work Week schedules.

#### **8.0 Cancellation of Flexible Work Schedule Agreements**

The supervisor and/or CEO of MMSB reserve the right to cancel any Agreement where abuse has occurred or where the exigencies of the service change and as a result do not permit continuance of the Flex-time or Compressed Work Week schedules. Conversely, if an employee decides to withdraw from the Agreement, they are required to provide two (2) weeks' notice if this decision impacts the Flex-time or Compressed Work Week schedules of any other coworker.

## **9.0 Designated Holidays**

- .1 Designated Holidays will continue to be recorded as a seven (7) hour work day. Employees on a compressed work schedule must therefore work their additional 45 minutes or 1 hour during the period of time immediately after the Designated Holiday but before their next scheduled compressed day off. Employees are not permitted to work additional hours on a Designated Holiday towards their compressed day off.
- .2 If an employee's scheduled compressed day off falls on a Designated Holiday, they are required to take the day immediately following the Designated Holiday as their scheduled day off or another day mutually agreed upon by with the employee's immediate supervisor.

## **10.0 Record of Attendance**

Employees working on a Flex-time or Compressed Work Week schedule arrangement should be duly noted on the record of attendance. In addition, the hours of work should also be recorded in the regular record of Attendance Form.

## **11.0 Flex-time and Compressed Work Week Responsibilities**

- 1 MMSB is committed to assisting employees to balance their work lives and their family commitments. An arrangement to alter the normal work day and/or work week is available to employees where job demands are appropriate. Participation requires the agreement of the supervisor.

### **Employees' Responsibility**

To notify their supervisor of their desire to participate in a Flex-time or Compressed Work Week schedule and, if approved, abide by the requirements of the agreement.

### **Supervisor's Responsibility**

To assess the request and determine if such a schedule can be achieved. In instances where such an arrangement cannot be approved, inform the employee as to the reason(s) why.

- 2 Those who participate in the Flex-time or Compressed Work Week schedules must complete and abide by the conditions stipulated in the Flex-time and Compressed Work Week Agreements.

FLEX TIME AGREEMENT

I, \_\_\_\_\_, wish to exercise the privilege of participating in a flexible working arrangement.

This arrangement is subject to the following conditions:

- ▶ The hours worked each day must total 7.0 (6.5 for summer period if summer hours are in effect).
- ▶ The official start of the day cannot commence before 7:30 a.m. but must occur by 10:00 a.m.
- ▶ The official finish of the work day cannot occur until 3:30 p.m. but cannot exceed 6:00 p.m.
- ▶ Each employee must be at work during the core hour period (10:00 a.m. until 3:30 p.m.) with the exception of their lunch break.
- ▶ This arrangement is provided to the employee according to the position she/he currently occupies. Should their position change, then the flex-time option will be re-evaluated. It is understood that this type of change may result in the flex-time option becoming unavailable to the employee. As well, it is understood that the needs of the organization may, from time to time, be such that flex hours may need to be temporarily suspended by the employer on specific days or for a specific period. In such circumstances, the employer will provide as much notice to the employee as possible.

Understanding these conditions and agreeing to adhere to them, including the terms and provisions established in MMSB's Flex-time and Compressed Work Week Policy, I wish to establish the following work schedule (please indicate your choice):

Start time:   \_\_ 7:30 am   \_\_ 7:45am   \_\_ 8:00 am   \_\_ 8:15 am   \_\_ 8:30 am   \_\_ 8:45 am  
                   \_\_ 9:00 am   \_\_ 9:15 am   \_\_ 9:30 am   \_\_ 9:45 am   \_\_ 10:00 am

Finish Time:  \_\_ 3:30 pm   \_\_ 3:45 pm   \_\_ 4:00 pm   \_\_ 4:15 pm   \_\_ 4:30 pm   \_\_ 4:45 pm  
                   \_\_ 5:00 pm   \_\_ 5:15 pm   \_\_ 5:30 pm   \_\_ 5:45 pm   \_\_ 6:00 pm

\_\_\_\_\_ hour/minute lunch break

This work schedule will be in effect from \_\_\_\_\_ to \_\_\_\_\_  
 \_\_\_\_\_.

Signed:

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair - CEO

\_\_\_\_\_  
Date

**SCHEDULE "E"**  
**NUMBER OF WEEKS OF PAY IN LIEU OF NOTICE**

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

SCHEDULE "F"THE CLASSIFICATION REVIEW AND APPEAL PROCESS**A. Definitions**

1. "Appeal" means a request by an employee to the Classification Appeal Board for a change in the Classification of the employee's position.
2. "Appeal Board" means the Classification Appeal Board constituted to function in accordance with these procedures.
3. "Classification" means the identification of a position by reference to a classification title and pay range number.
4. "Day" means a working day.
5. "CEO" means CEO of the MMSB.
6. "Review" means re-appraisal or re-assessment of an employee's position classification upon request of the employee.

**B. Constitution of Classification Appeal Board**

1. There shall be an *ad hoc* board to be known as the Classification Appeal Board, consisting of the *chair of the Public Service Commission, who will serve as the chair of the Board and two (2) other persons to be selected by the parties from a list of nominees developed by the Chair. The parties may mutually agree to have the chair to replace the Board.*
2. The Appeal Board is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures.
3. A quorum for the Appeal Board, *if requested by the parties*, shall consist of three members including the Chairperson or Acting Chairperson.
4. In the absence of the Chairperson from a meeting of the Appeal Board, the members present shall appoint one of their members as Acting Chairperson.
5. The Appeal Board may hold hearings on appeals and may require an appellant to appear before it at any time and in any place in the province it may deem desirable.



6. Expenses incurred by the Appeal Board in the performance of its duties and such out-of-pocket expenses incurred by an appellant appearing before the Appeal Board at its request shall be paid *by the Employer*.

**C. Procedures**

1. The process of review and/or appeal pursuant to these procedures shall be available to any employee who considers that their position has been improperly classified.
2. A review or appeal shall not be entertained on the grounds:
  - of inadequacy of the pay scale assigned to the pay range number; or
  - that the scope of duties and responsibilities has been improperly assigned to the position by management.
3. A request for appeal shall be submitted *by the employee through the permanent head to the Classification Appeal Board* in writing stating:
  - the employee's full name;
  - the classification in respect of which the review is requested;
  - details of the reason(s) why the employee, considers the present classification is incorrect and the justification for the classification which is considered to be correct.
4. A request for appeal shall be regarded as closed:
  - when a decision is rendered thereon;
  - if the employee(s) requests in writing the withdrawal of the request for review;
  - in the event of the employee's separation from the organization for any reason including resignation, removal, abandonment of position, incompetence, retirement, death, and so on;
5. If an employee is dissatisfied with the decision, an appeal of the decision may be submitted to the Classification Appeal Board.
6. All such appeals shall be submitted to the Appeal Board in writing (in duplicate) within a period of not more than fourteen (14) days after the receipt by an employee of notification of the outcome of a review.

7. An appeal shall not be submitted to the Board on any grounds which differ from the grounds upon which a review has been requested by the employee or a group of employees and no such appeal shall be entertained by the Appeal Board.
8. The Appeal Board shall consider and rule only upon appeals received from an individual employee, or group of employees having identical classifications.
9. The Appeal Board has the right to refuse to receive or hear an appeal if it considers that the grounds on which the appeal is submitted are irrelevant or not in accordance with sections 1 and 2 of Part C.
10. The *Employer* shall allow time off with pay from regular duties to any employee who is required by the Appeal Board to appear before it. It is the responsibility of the employee to obtain the prior approval of the permanent head before absenting themselves from their duties for this purpose.
11. On receipt of an appeal from an employee or a group of employees, the Appeal Board shall request the *Employer* to assemble all pertinent information prepared as a result of the classification review, a copy of which will be given to the appellant and the immediate supervisor.
12. Where the appellant requires clarification on any point contained in the classification file or wishes to comment on any aspect of the classification file, they must file with the Appeal Board within fourteen (14) days of receiving the file, a written statement including any supporting documentation which details their questions or comments.
13. Where the Appeal Board is satisfied that all relevant documentation is on file, it shall determine whether an hearing is warranted or if a decision can be rendered on the basis of the written documentation provided.
14. When the Appeal Board renders a decision on the basis of the written documentation, notification of such decision shall be forwarded to the appellant, their designate, and the *Employer*.
15. If a hearing is warranted, the appellant, a permanent head or management designate may be requested to appear before the Appeal Board.
16. Appellants are to be given two opportunities to postpone appeal hearings after which appeals will then be withdrawn by the Appeal Board.
17. The hearing will be presided over by the Chairperson or Acting Chairperson of the Appeal Board who shall retain control over the conduct

of the hearing and who will rule on the relevancy of any questions or points raised by any of the parties of the hearing.

18. The Chairperson or Acting Chairperson may adjourn the hearing and order the appearance of any person or party who, at the Appeal Board's discretion, it deems necessary to appear to give information or to clarify any points raised during the hearing.
19. Following the conclusion of the hearing, the Appeal Board will deliberate on and consider all relevant evidence and supporting information. Within fifteen (15) working days of reaching a decision, the Appeal Board shall inform the *Employer and the appellant* in writing over the signature of the Chairperson or Acting Chairperson.
20. The powers of the Appeal Board are curtailed to classification changes within the MMSB bargaining unit and the bargaining unit identified in Clause 49:04 (a) while avoiding grade level changes.
21. The decision of the Appeal Board on an appeal is final and binding on the parties to the appeal. The majority opinion of the Appeal Board shall prevail and there shall be no minority report.
22. An appeal shall be regarded as closed:
  - when a decision is rendered thereon by the Appeal Board;
  - if the appellant requests in writing the withdrawal of the appeal;
  - in the event of the appellant's separation from the organization for any reason including resignation, removal, abandonment of position, incompetence, retirement, death and so on; or
  - if the appellant postpones a hearing in accordance with Section 20 of Part C.
23. It shall be the responsibility of the permanent head to notify the Chairperson, Classification Appeal Board of the effective date of an appellant's separation from the organization.

\* SCHEDULE "G"MMSB SALARY LEVELS

<b>Classification</b>	<b>Salary Scale</b>
Senior Audit and Finance Officer	MMSB - 42
Sr Marketing and Communication Officer	MMSB - 44
Accountant-Administrative Officer	MMSB - 34
Accounting Clerk	MMSB - 28
Administrative Coordinator	MMSB - 27
Business Development Officer	MMSB - 38
Compliance Auditor	MMSB - 34
Field Operations Officer – Used Beverage Container Recycling Program	MMSB - 39
Field Operations Officer- Used Tire Management Program	MMSB - 38
Marketing and Public Education Officer	MMSB - 34
Quality Assurance Inspector	MMSB - 26
Senior Program and Policy Dev Officer	MMSB - 44
Senior Systems Analyst	MMSB - 42
Systems Administrator	MMSB - 36

**\* LETTER OF UNDERSTANDING**  
**STATUTORY HOLIDAY REPLACEMENT**

Each year, an employee shall be entitled to designate replacement statutory holiday(s) that are days of cultural or religious significance to the employee in place of any or all of the statutory holidays outlined in clause 14.01 of the collective agreement. The Employer will endeavour to accommodate such requests and such requests shall not be unreasonably denied.

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

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

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

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

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

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



---

SIGNED ON BEHALF OF EMPLOYER



---

SIGNED ON BEHALF OF UNION

**\* LETTER OF UNDERSTANDING****PUBLIC HEALTH EMERGENCY**

The Employer recognizes that Public Health emergencies may have impact on overall Employer's operations and service delivery, individual employees, and the residents of Newfoundland and Labrador.

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

**1. Self Isolation:**

Employees directed by their Employer or Public Health – Department of Health and Community Services to self-isolate, and who are asymptomatic of a Public Health illness may (where applicable – this may be dependent on vaccination or other considerations deemed appropriate by the Employer) be placed on special leave with pay for the hours in which they are unable to report to work up to a maximum of seventy-five (75) hours per year. Employees who work less than full time hours will receive the benefits on a pro-rata basis.

Employees will not be required to provide medical documentation for this period of hours, unless there is sufficient reason on the part of the Employer to request such documentation. All other absences require employees to utilize their leave entitlements until they return to work.

**2. Remote Work:**

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

**3. Use of Paid Leave:**

Employees who exhibit symptoms of Public Health illness and who cannot work remotely, are required to use their paid leave entitlement until they return to work. Functional abilities information related to accommodation requests, extensions,

illness unrelated to the current Public Health emergency, use of paid leave and attendance support planning may still be required.

**4. Re-Deployment:**

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

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

  
SIGNED ON BEHALF OF EMPLOYER

  
SIGNED ON BEHALF OF UNION



\* LETTER OF UNDERSTANDING

REMOTE WORK/TELEWORK

**REMOTE WORK:**

The parties recognize the benefits of access to remote work arrangements for employees and the Employer. The parties also recognize the value in conducting a review of the current policies and practices regarding remote work arrangements within the Employer.

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

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



SIGNED ON BEHALF OF EMPLOYER



SIGNED ON BEHALF OF UNION

**\* LETTER OF UNDERSTANDING**  
**FAMILY VIOLENCE LEAVE**

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

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

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

An employee who wishes to take leave of absence, as outlined above, may be required to provide the Employer with reasonable verification of the necessity of the leave.



SIGNED ON BEHALF OF EMPLOYER



SIGNED ON BEHALF OF UNION

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS 21 DAY OF April, 2023.

SIGNED ON BEHALF OF THE MULTI-MATERIALS STEWARDSHIP BOARD:

[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
WITNESS

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

[Signature]  
[Signature]  
[Signature]  
\_\_\_\_\_

[Signature]  
WITNESS