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Newfoundland and Labrador Association of Public and Private Employees



COLLECTIVE AGREEMENT

BETWEEN

PUBLIC SERVICE CREDIT UNION LIMITED

AND

NEWFOUNDLAND AND LABRADOR

ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES

July 1, 2025 to June 30, 2028

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ARTICLE 1 PREAMBLE

- 1:01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union and to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1:02 In the event that there is a conflict between the context of this Agreement and any regulations or policies made by the Employer, this agreement shall take precedence over the said regulations or policy.
- 1:03 The Employer agrees that there will be no discrimination or coercion exercised or practised by it with respect to any employee by reason of age, race, colour, sex, sexual orientation, marital status, political or religious affiliation, physical or mental disability, or by reason of their membership in the Union.
- 1:04 The Employer and the Union recognize the right of all employees in the Public Service Credit Union 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 agrees to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined. The Employer agrees that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint.

For the purpose of this Article, harassment shall be defined as follows: Harassment of a sexual nature that 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 otherwise 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 is based on race, religion, religious creed, sex, sexual orientation, marital status, physical or mental disability, political opinion, colour, or ethnic, national, or social origin or Union status.

ARTICLE 2 MANAGEMENT RIGHTS

2:01 The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the Credit Union under its control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

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

ARTICLE 3 DEFINITIONS

3:01 For the purpose of these conditions:

- (a) **Chief Executive Officer** means the Administrator of the Credit Union Office or their designate.
- (b) **Classification** means the identification of a position by reference to a classification title and band range number.
- (c) **Contractual Employee** means a person hired for a specific project, 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 members of the bargaining unit. Contractual employees shall not be included in the bargaining unit.
- (d) **Credit Union** means the Public Service Credit Union Limited.
- (e) **Day** means a working day unless otherwise noted.
- (f) **Day of rest** means a calendar day on which the employee is not ordinarily required to perform the duties of their position other than:
 - (i) a designated holiday
 - (ii) a calendar day on which the employee is on a leave of absence
- (g) **Demotion** means an action, other than reclassification resulting from the correction of a classification error, which causes the

movement of an employee from their existing classification, to a classification carrying a lower band range number.

- (h) **Employee** or **employees** where used is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit.
- (i) **Employer** means the Public Service Credit Union Limited.
- (j) **Full-time employee** means a person who is regularly employed to work the number of working hours in each working day without reference to any specified date of termination of service.
- (k) **Holiday** means the twenty-four (24) hour period commencing at 12:01 a.m. on a calendar day designated as a holiday.
- (l) **Layoff** means the period of time when an employee is absent from work without pay as a result of a lack of work or the abolition of a post.
- (m) **Leave of absence** means absence from duty with the permission of the Employer.
- (n) **Month of service** means a calendar month in which an employee is in receipt of full salary for the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absence on special leave without pay not in excess of twenty (20) working days.
- (o) **Notice** means notice in writing which is hand delivered or delivered by registered mail.
- (p) **Part-time employee** means a permanent employee who is regularly scheduled to work less than the full number of working hours in each day or less than the full number of working days in each work week.
- (q) **Permanent Employee** means an employee who has completed their probationary period and is employed on a full time or part time basis without any reference to any specific dates of termination and who was not hired for a specific project.
- (r) **Probationary employee** means an employee who has not completed their probationary period.

- (s) **Probationary period** means a period of six (6) months of service from the date of employment. The probationary period for part-time and temporary employees shall be equivalent to that of a full-time employee either in working hours or days, whichever is appropriate. Employees shall be allowed to accumulate periods of employment in order to complete their six (6) months of service. If an employee has not completed six (6) months of service during their first six (6) months of employment, their probationary period may be extended until they actually works equivalent to six (6) months of service.
- (t) **Promotion** means an action which causes the movement of an employee from their existing classification to a classification giving a higher band range number.
- (u) **Reclassification** means any change in the current classification of an existing position.
- (v) **Schedule** means in writing and posted in an accessible place to all employees.
- * (w) **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, excluding overtime, from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year, unless otherwise stated in this Agreement.
- (x) **Sick Leave** means a period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- (y) **Standby** means any period of time during which an employee is required to be available for recall to work.
- (z) **Temporary employee** means a person who is employed on a full-time basis for a specific period or for the purpose of performing specific work and who may be laid off at the end of such period or following the completion of such work. Such employees will be given the date of layoff in writing and if any extension is necessary, the new layoff date will also be in writing.

- (aa) **Union** means the Newfoundland and Labrador Association of Public and Private Employees.
- (bb) **Week** means a period of seven (7) consecutive calendar days beginning at 0001 hours Sunday morning and ending at 2400 hours on the following Saturday night.
- (cc) **Year** means a calendar year.

ARTICLE 4 RECOGNITION

4:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees save and except the Chief Executive Officer, Manager of Credit and Operations, Manager of Finance and management employees as defined by the Certification Order.

4:02 **Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on jobs which are included in the bargaining unit except for the purpose of instruction, experimenting, or emergencies.

4:03 **No Other Agreements**

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

4:04 **No Discrimination - Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or for any other reason.

4:05 **Shop Stewards**

In the interest of maintaining a harmonious relationship between the Credit Union, its employees and the Union, both parties to this Agreement recognize the value and rights of Shop Stewards and Local President. By investigating complaints of an urgent nature, preparing and presenting grievances on behalf of employees, carrying out assigned safety committee responsibilities and attending management meetings when

requested, it is hoped that Shop Stewards will encourage and protect a proper Employer/employee relationship in the work place.

4:06

Bulletin Boards

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

4:07

Union Access

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

4:08

Temporary and regularly scheduled part-time employees shall be included in the bargaining unit.

4:09

When new classifications are developed, the Employer agrees to consult with the Union as to whether such classifications should be included in the bargaining unit. Should the parties be unable to agree, the matter shall be referred to the Labour Relations Board for adjudication. If it is agreed that such classifications are included in the bargaining unit and an agreement cannot be reached on salaries, the matter shall be resolved through the Grievance and Arbitration Procedure as outlined in the Collective Agreement.

ARTICLE 5 UNION SECURITY

5:01

All employees within the bargaining unit shall become and remain members in good standing of the Union as a condition of employment. Any new employees within the scope of the bargaining unit shall as a condition of employment become members in good standing at the

commencement of their employment.

5:02 Such employees will be advised that the Employer will not recognize any withdrawal of membership after being hired.

5:03 Upon employment an employee will be provided with information concerning:

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

where copies of the Collective Agreement have been provided to the Credit Union by the Union, the employee will receive a copy.

5:04 Where a Shop Steward is available, the employee will be introduced to them as soon as possible.

5:05 **Acquaint New Employees**

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff.

5:06 **Interviewing Opportunity**

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of one (1) hour during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership. The parties shall mutually agree upon a time for such interview.

ARTICLE 6 CHECKOFF

6:01 The Employer shall deduct from the salary or wages of all employees within the bargaining unit the amount of membership dues and local fees and forward same monthly to the Union accompanied by a list of employees showing:

- (a) the contributions of each;
- (b) the employee's full name and classification and social insurance number;

(c) changes from previous list, e.g., additions, deletions, employee status, layoff, resignation, promoted outside the bargaining unit, etc.

6:02 The Employer agrees that when issuing T4 slips the amount of membership dues and local fees paid by an employee to the Union during the current year will be recorded on their T4 statement.

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

ARTICLE 7 CORRESPONDENCE

7:01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Chief Executive Officer and the President of the Union and a copy to the Local President.

ARTICLE 8 GRIEVANCE PROCEDURE

8:01 Definition of Grievance

A grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.

8:02 Prompt Procedure

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards to assist any employee in preparing and presenting their grievance in accordance with the Grievance Procedure.

8:03 Shop Stewards

The Employer acknowledges the right of the Union to appoint or elect one (1) Shop Steward and an alternate.

8:04 Names of Stewards

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

8:05 **Processing of Grievances**

Shop Stewards shall suffer no loss of pay for the time spent processing grievances or attending meetings with the Employer's representative or while attending arbitration hearings.

8:06 **Permission to Leave Work**

It is agreed that Shop Stewards will not absent themselves from their work location for the purpose of handling grievances without first obtaining permission of the Shop Steward's Supervisor and that permission will not be unreasonably withheld.

8:07 **Settling of Grievances**

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

Step 1

The aggrieved employee shall within seven (7) working days after becoming aware of the occurrence of the grievance, submit their grievance to the Shop Steward.

Step 2

If the Steward considers the grievance to be justified, the employee concerned together with their Shop Steward, may within seven (7) working days following receipt of the grievance, submit their grievance in writing to the Chief Executive Officer and an earnest effort shall be made by all parties to settle the grievance at Step 2. The Chief Executive Officer's decision shall be given to the Shop Steward, in writing, within seven (7) days of receipt of the grievance.

Step 3

Failing settlement being reached at Step 2, the aggrieved employee, along with their Shop Steward may submit the grievance to a committee consisting of the Chief Executive Officer, the Employer's Labour Relations Advisor, ERO from NAPE office and the Local NAPE President, within seven (7) days of receipt of the reply referred to in Step 2. The Chief Executive Officer's decision shall be given to the Shop Steward, in writing, within twenty (20) days of this committee's meeting to discuss the grievance.

Step 4

Failing settlement being reached at Step 3, either party may refer the grievance to arbitration within thirty (30) calendar days of the decision of the Chief Executive Officer under Step 3.

8:08

Time Limits

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

8:09

Policy Grievance

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

8:10

Union May Institute Grievance

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

8:11

Replies in Writing

Replies to grievances stating reasons shall be in writing at all Steps, except Step 1.

8:12

Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meeting upon confirmation of mutually agreed to time and date.

8:13

Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 31:01 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

8:14 **Technical Objections to Grievances**

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

ARTICLE 9 ARBITRATION

9:01 **Notification of Arbitration**

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

9:02 **Failure to Agree**

* If the parties fail to agree on an acceptable Arbitrator, the Minister responsible for the Labour Relations Act shall appoint an Arbitrator upon the request of either party.

9:03 **Arbitration**

The Arbitrator shall determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations. In their attempts at justice, the Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. They shall hear and determine the difference or allegation and render a decision within sixty (60) calendar days from the time of appointment.

9:04 **Decision of the Arbitrator**

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

9:05 **Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which they shall do within thirty (30) calendar days or mutually agreed time.

9:06 **Expenses of the Arbitrator**

Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

9:07 **Amending of Time Limits**

The time limits fixed in both Grievance and Arbitration Procedures may be extended by mutual agreement between the parties.

9:08 **Witnesses**

At any stage of the Grievance and Arbitration Procedure the parties shall have the assistance of any employee concerned as witness and any other witnesses. Employees appearing as witnesses shall be considered on paid leave with no loss of wages or benefits.

9:09 **Conflict of Interest**

No person

(a) who has any pecuniary interest in the matters referred to the Arbitrator;

or

(b) who is acting or has within a period of six (6) months preceding the date of their appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties;

shall be appointed to act as Arbitrator.

ARTICLE 10 LABOUR MANAGEMENT COMMITTEE

10:01 **Establishment of Committee**

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

10:02 **Function of Committee**

The Committee shall concern itself with the following general matters:

- (a) promoting safety and sanitary practices;
- (b) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- (c) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

10:03 **Meetings of Committee**

- * The Committee shall meet at the request of either party, but no less than quarterly at a mutually agreeable time and place. The meeting may be cancelled or rescheduled by mutual consent. Employees shall not suffer any loss of pay for the time spent with this Committee.

10:04 **Chairperson of the Meeting**

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

10:05 **Minutes of Meeting**

- * Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson and Vice-Chairperson as promptly as possible after the close of the meeting. The Chairperson and Vice-Chairperson shall each receive one (1) copy of the minutes within five (5) days following the meeting. Approved copies of the minutes shall be posted electronically for all employees to see.

10:06 **Jurisdiction of Committee**

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

ARTICLE 11 ABSENCE FROM WORK DUE TO WEATHER CONDITIONS

11:01 Adverse Weather Conditions

The following provisions shall apply to employees during weather conditions necessitating a state of emergency declared by either the Chief Executive Officer, the Employer, or the appropriate provincial or municipal authority:

- (a) All employees are required to report for duty as scheduled.
- (b) When an employee, through no fault of their own, is unable to report to work because of a declared state of emergency, such employee shall not suffer any loss of pay or other benefits nor shall they be required to make up in any way for time lost due to not reporting to work.
- (c) Notwithstanding 11:01(a) above, the Employer reserves the right to close down or reduce staffing levels in any department(s) in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of 11:01(b) above.
- (d) An employee who worked during the emergency will be paid at the rate of time and one-half (1 1/2) for all hours worked.
- (e) When an employee, through no fault of their own, is unable to report for work due to adverse weather conditions other than those referred to in (b) above, they may be allowed the opportunity to proceed on annual leave or time to their credit. In the event an employee has no leave to their credit, they can borrow annual leave from next year's leave.

ARTICLE 12 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

12:01 (a) Discharge Procedure

Any employee who claims to have been unjustly disciplined, discharged or suspended shall have the right to be heard in accordance with the Grievance Procedure under this Agreement. Any employee who is disciplined, discharged or suspended shall be provided with written notification within five (5) days of the incident. Such written notification shall state the reason for discipline, discharge or suspension. If this procedure is not followed the

discipline shall be null and void.

(b) **Termination of Probationary Employees**

The termination of probationary employees for reasons of unsuitability or incompetence is not subject to the Grievance or Arbitration Procedure.

12:02 **Unjust Suspension or Discharge**

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately re-instated in their former position without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of an Arbitrator, if the matter is referred to arbitration.

12:03 **Warnings**

Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within (5) days of the incident, give written particulars of such censure to the employee involved. If this procedure is not followed such written censure shall not become part of their record for use against them at any time.

12:04 **Adverse Report**

The Employer shall notify an employee in writing of any dissatisfaction concerning their work within five (5) working days of the Employer becoming aware of the event of the complaint. 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 part of their record for use against them at any time. The employee's written reply to such notification of dissatisfaction shall become part of their record. Any reprimand or warning given in writing and becoming part of an employee's personal file shall be removed and destroyed after twelve (12) months have elapsed.

12:05 **Personal Files**

There shall be one (1) official personal file, which shall contain all adverse reports and records of disciplinary action, and this file shall be maintained in the Credit Union Office. An employee shall, by an appointment and in the presence of the Chief Executive Officer and/or subordinate, at any reasonable time, be allowed to inspect their personal file, and may be accompanied by a representative of the Union.

12:06 **May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended or subject to disciplinary action, shall be entitled to a hearing under Article 8, Grievance Procedure. Step 3 of the Grievance Procedure may be omitted in cases of suspension or discharge and the matter will be referred directly to arbitration on mutual agreement of both parties.

12:07 **Right to be Represented**

An employee who is required to attend a meeting with the Employer dealing with a warning, adverse report, suspension or discharge shall be advised they have a right to be accompanied by a shop steward.

ARTICLE 13 SENIORITY

13:01 **Seniority Defined**

Subject to Clause 13:04, seniority is defined as length of service with the Employer excluding overtime. Seniority shall operate on a bargaining unit wide basis.

13:02 **Seniority Lists**

The Employer shall maintain a seniority list showing the classification of each employee, the date upon which the employee's service commenced and the employee's total seniority. An up-to-date seniority list shall be sent to the Union and delivered to each employee in January of each year.

13:03 **Probation for Newly Hired Employees**

Employees hired after the signing of this Agreement shall be on a

probationary basis in accordance with Clause 3.01(s) of this Agreement. During their probationary period such employees shall be entitled to all benefits and rights of this Agreement.

13:04

Loss of Seniority

An employee shall lose their seniority in the event that:

- (a) they are discharged for just cause and is not re-instated by an Arbitrator or under the Grievance Procedure;
- (b) they resign in writing;
- (c) they are absent from work without the approval of the Employer or without sufficient cause;
- (d) they fail to return to work within fourteen (14) working days following a layoff and after being notified by registered mail to do so, except when such failure is caused by sickness verified by a doctor's certificate or by other just cause. It shall be the responsibility of the employee to keep the Employer informed, in writing, of their current address. An employee who is recalled for casual work or employment at a time when they have employment which will continue for a greater duration than the recall period shall not lose their recall rights for refusal or failure to return to work with the Employer for the duration of the recall period. Upon receipt of notice of recall, the employee shall, within five (5) working days, notify the Employer whether or not they will return to work;
- (e) they are laid off or on leave without pay for a period longer than twenty-four (24) months;
- (f) they are a permanent employee and is off on unpaid sick leave or LTD for longer than thirty (30) months.

13:05

Transfers and Seniority Outside Bargaining Unit

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

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14:01 Job Postings

- (a) If the Employer decides to fill a position for more than five (5) working days, the Employer shall post a notice of the position in accessible places in the Employer's premises for a period of not less than five (5) working days. Copies of the postings are to be supplied concurrently to the Local President. The Employer shall notify all employees of the advertised position including those on approved leave of absence, within reason.

- (b) Notwithstanding clause 14.01(a), if the job posting that results in the promotion or transfer on a temporary basis, for six (6) months or less, the Shop Steward and the Chief Executive Officer may agree not to post additional positions for the five days as outlined in clause 14.01(a). The additional positions will be filled by the Employer with the employee with the earliest date of hire provided the employee(s) meet the minimum required qualifications in accordance with clause 14.04 and they want the job.

- (c) If the Employer decides to fill a position that is vacated by an employee, for whatever reasons, for five (5) days or less, it will be filled by the Employer with the employee with the earliest date of hire provided that the employee(s) meet the minimum required qualifications in accordance with clause 14:04 and they want the job.

14:02 Information on Posting

For vacancies or new positions inside the bargaining unit such notices shall contain the following information - title of position, qualifications, required knowledge and education, skills, wage or salary rate or range and whether shift work could be involved. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "this position is open to male and female applicants".

14:03 Procedure for Filling Vacancies

No position will be filled from outside the bargaining unit until the applications of present employees have been fully processed. Any Employee applying for a permanent position shall submit a complete application and resume for the consideration of the Employer, otherwise the application for the position shall not be considered as an application.

14:04

Role of Date of Hire in Promotions and Transfers

When a vacancy occurs in an established position within the bargaining unit, or when a new position is created within the bargaining unit, employees who apply for the position on promotion or transfer shall be given preference on the basis of the employee with the earliest date of hire for filling such vacancy provided the employee meets the minimum required standards for the position.

14:05

Trial Period

- (a) The successful applicant shall assume their new duties on a trial basis for sixty-five (65) days. The Employer shall confirm the employee's appointment after the trial period of sixty-five (65) days, unless the Employer deems the employee's service unsatisfactory.
- (b) In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate without loss of seniority. Likewise, any other employee promoted or transferred because of the successful applicant's promotion shall be returned to their former position wage or salary rate, without loss of seniority.
- (c) For employees on staff as of July 1, 1998 who apply for positions and are unsuccessful during their trial period will be considered as being not qualified for that position until they complete the required educational courses/training for the position in order to reapply.

14:06

Notification of Successful Applicant

Within seven (7) working days after the trial period in Clause 14:05 of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant with a copy to the Local President.

14:07

Handicapped Worker Provision

An employee who has become incapacitated by injury or illness will be employed in other work which they can do providing a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee who was hired before them. An employee displaced as a result of this Clause shall have the right to bump an employee hired after them based on qualifications to do the job.

14:08 **Disabled Employee's Preference**

An employee who has been incapacitated at work by injury or compensable occupational disablement, and is unable to perform their regular duties, will be employed in other work which they can do providing a suitable position is available and the applicable rate for the new position will apply. Such employees shall not displace an employee who was hired before them. An employee displaced as a result of this Clause shall have the right to bump an employee hired after them based on qualifications to do the job.

14:09 **Older Worker Provision**

An employee who, through advancing years or temporary disablement, is unable to perform their regular duties will be employed in other work which they can do providing a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee who was hired before them. An employee displaced as a result of this Clause shall have the right to displace an employee who was hired after them based on qualifications to do the job.

ARTICLE 15 LAYOFF AND RECALL

15:01 **Role of Date of Hire in Layoffs**

- (a) In the event of a layoff, employees shall have the right to bump an employee who was hired after them provided they are qualified to perform the work.
- (b) The Employer agrees to train full-time employees with the earliest date of hire who do not have the minimum qualifications, but who can obtain the minimum qualifications within one (1) month in order to avoid layoff.

15:02 **Recall Procedure**

- (a) Employees shall be recalled based on their date of hire with the employee with the earliest date being recalled first provided that those employees being recalled are qualified to perform the work required.
- * (b) Employees shall have the right to refuse recall into a lower paying

position or the position with less hours than their own without loss of seniority.

15:03 **No New Employees**

No new employees shall be hired until those full-time employees on layoff have been given an opportunity of recall provided that those full-time employees being recalled are qualified or provided that those full-time employees being recalled can be trained to meet the minimum qualifications within one (1) month to perform the work required.

15:04 **Advance Notice of Layoff**

Except where legislation is more favourable to an employee, the Employer shall notify employees who are to be laid off no less than thirty (30) calendar days prior to the effective date of layoff. Temporary employees hired after April 1, 2009, whose temporary employment is being reduced shall receive fourteen (14) calendar days notice prior to the effective date of layoff.

15:05 **Casual Recall Pay**

If a temporary employee is called in for casual work, reports to work before 9:45 am and works the balance of the day, they will be paid for the full day.

ARTICLE 16 HOURS OF WORK AND WORK SCHEDULE

16:01 Hours of work for full-time employees shall be 9:00 a.m. to 8:00 p.m. Monday to Friday, inclusive. The summer schedule for public service for the Province of Newfoundland and Labrador shall apply to the employees of this bargaining unit. By mutual agreement due to staggered hours of the public service, it is agreed that summer hours will be determined by the Employer in consultation with members of the bargaining unit. Hours of work per day shall be seven (7).

16:02 **Rest Periods**

All employees shall be entitled to a fifteen (15) minute rest period in the first and second half of the shift subject to schedule set by management.

16:03 **Days of Rest**

Days of rest shall be allocated at the rate of two (2) consecutive days of rest. The days of rest shall be Saturday and Sunday except where mutually agreed between the Employer and the employee.

16:04 **Hours of Work for Part-time Employees**

Part-time employees shall work at least a minimum of three (3) hours per day.

16.05 **Meal Periods**

All employees shall be entitled to a meal break of one (1) hour per shift. No employee shall be recalled to work during their meal period without mutual consent.

ARTICLE 17 OVERTIME

17:01 **Definition of Overtime**

(a) All time worked by a full time employee before or after their regularly scheduled daily or weekly hours shall be considered overtime. All time worked by a part time or temporary employee in excess of equivalent full time hours on a daily or weekly basis shall be considered overtime.

(b) **Approval of Overtime**

All overtime is subject to the prior approval of the Chief Executive Officer or their designated representative.

17:02 **Normal Overtime Rate**

The normal overtime rate shall be the rate of time and one-half (1 1/2). Employees who are required to work on the first day of rest are entitled to compensation at time and one-half (1 1/2) for the first three (3) hours and double time thereafter.

17:03 **Sharing of Overtime**

(a) Overtime shall be divided equally among employees who are qualified and willing to do the required overtime work. If none of

these employees are available, the assignment of overtime shall be made by the Employer.

(b) Any available hours, in a regular work day, shall be offered to the employees who are presently working and who are scheduled to work less than the normal work day, as in part-time employees, provided they meet the necessary qualifications.

(c) **Overtime List**

The Employer shall keep an overtime list with the names of employees placed on the list in order of seniority. This list shall be posted in an accessible place on the Employer's premises and shall start at 0 overtime hours worked every July 1st with monthly updates based on the overtime hours worked the previous month.

(d) An employee shall be considered to have had an overtime opportunity if they:

- (i) work the overtime,
- (ii) is not able to work the overtime for just cause,
- (iii) is on leave of absence.

17:04 **Call Back**

An employee who is called back to work outside their normal working hours shall be paid a minimum of three (3) hours at the applicable overtime rate. Employees who are called back to work and required to work beyond 7:00 p.m. shall be provided with a meal.

17:05 **Compensation for Work on Paid Holidays**

If an employee is required to work on a paid holiday as listed in Clause 18:01, they shall be paid in addition to their regular pay time and one-half (1½) for each hour worked.

17:06 **No Layoff to Compensate for Overtime**

An employee shall not be laid off during regular hours to equalize any overtime worked.

17:07 **Calculating of Overtime Rates**

An employee who is absent on approved time off during their scheduled

work week because of sickness, bereavement, holidays, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if they had worked during their regular hours during such absence.

17:08 **Standby**

The Employer agrees that employees will not be required to perform standby duty during the life of this Agreement.

ARTICLE 18 HOLIDAYS

18:01 **Paid Holidays**

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

- (a) New Year's Day
- (b) St. Patrick's Day
- (c) Good Friday
- (d) St. George's Day
- (e) Commonwealth Day
- (f) Discovery Day
- (g) Memorial Day
- (h) Orangeman's Day
- (i) Civic Holiday (defined as a civic day in the City where the Employer is located)
- (j) Labour Day
- (k) Thanksgiving Day
- (l) Armistice Day
- (m) Christmas Eve
- (n) Christmas Day
- (o) Boxing Day
- (p) New Year's Eve

Current practice of Christmas Eve and New Year's Eve shall continue.

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

18:02 **Compensation for Holidays Falling on Scheduled Days Of Rest**

When any of the aforementioned paid holidays fall on the employee's scheduled day of rest, the employee shall receive another day off with pay

to be taken within sixty (60) days and on a mutually agreed date. If such time off cannot be taken within sixty (60) days, the employee will be paid one (1) day's regular pay in lieu of time off. When Christmas Eve and New Year's Eve fall on a Saturday or Sunday, employees will be given one-half (1/2) day off on the Friday preceding.

18:03 **Paid Holiday During Paid Sick Leave**

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

18:04 **Pay for Not Working on a Holiday**

An employee shall be entitled to regular pay for the holiday, if the employee works the scheduled day before and the scheduled day after the holiday. The rate of pay the employee receives for the holiday shall be based on the rate of pay the employee was paid for the scheduled day worked after the holiday.

ARTICLE 19 ANNUAL LEAVE

19:01 **Length of Annual leave**

- (a) The maximum annual leave which an employee shall be eligible for in any year shall be as follows:
 - (i) up to five (5) years, 15 days earned at the rate of 1.25 days for each month of service.
 - (ii) from five (5) years up to fifteen (15) years, 20 days earned at the rate of 1.66 days for each month of service.
 - (iii) more than fifteen (15) years, 25 days earned at the rate of 2.08 days for each month of service.
- (b) No annual leave may be taken by an employee until they have not less than sixty (60) days of service prior to taking leave.
- (c) When an employee has not less than sixty (60) days of service, they may anticipate annual leave to the end of the period of their anticipated employment or to the end of the year concerned, whichever is the shorter period. Anticipated leave is defined as a

twelve (12) month cycle, January 1 to December 31.

- (d) In the year the employee's service reaches a new threshold for years of service, the employee will be entitled to receive annual leave for that year at the higher rate for the full year.

19:02 Annual leave shall not be taken except with the prior approval of the Employer. However, subject to the operational requirements of the Credit Union, the Employer shall make every reasonable effort to grant the employee their annual leave at a time requested by the employee.

19:03 Employees shall have the right to refuse to work during periods of annual leave.

19:04 An employee may carry forward to another year any portion of annual leave not taken by them in the previous year until, by so doing they have accumulated a maximum of:

- (a) Twenty (20) days annual leave, if they are eligible to earn fifteen (15) or twenty (20) days of annual leave per year.
- (b) Twenty-five (25) days annual leave, if they are is eligible to earn twenty-five (25) days of annual leave per year.

19:05 (a) An employee who becomes ill while on annual leave may change the status of their leave to sick leave effective the date of notification to the Employer with a medical certificate.

- (b) In the case of an employee who is admitted to hospital while on annual leave, they may change the status of their leave to sick leave with effect from the date they were admitted to hospital with a medical certificate.

19:06 For the purpose of this Article, employees who are re-employed by the Employer after termination may have service prior to termination credited to them for annual leave purposes.

19:07 Notwithstanding Clause 22:03 part-time employees may, if they so desire, receive their vacation pay on their weekly pay cheque.

19:08 An employee has the right to cancel their vacation upon two (2) days' notice to their Employer of their intention to do so (with just cause).

19:09 Temporary employees can have the option of receiving pay or time off for earned annual leave.

19:10 **Anticipated Annual Leave**

Employees who have severance pay benefits can anticipate their annual leave to the maximum of their severance pay.

ARTICLE 20 SICK LEAVE

20:01 **Paid Sick Leave**

- (a) For employees hired before May 14, 2014, the employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service.
- (b) For employees hired after May 14, 2014, the employee is eligible to accumulate sick leave with full pay at the rate of one (1) day for each month of service.

20:02 **Deduction from Sick Leave**

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

20:03 **Proof of Illness**

Before receiving sick leave with full pay, an employee may be required to produce a medical certificate during any period of illness. In any event, sick leave in excess of three (3) consecutive days at any time or six (6) days in the aggregate in any calendar year shall not be awarded to an employee unless they have submitted in respect thereof a medical certificate satisfactory to the Chief Executive Officer.

20:04 **Sick Leave During Leave of Absence and Layoff**

When an employee is given paid vacation or special paid leave of absence, or when they are absent from work and receiving Workers' Compensation, they shall receive, on their return to work, sick leave credit for the period of such absence. When an employee is laid off on account of lack of work for a period of less than twenty-four (24) months and

returns to work upon expiration of such layoff, they shall not receive sick leave credit for the period of such absence, but shall retain their accumulative credit, if any, existing at the time of such layoff.

20:05 **Extension of Sick Leave**

- (a) An employee with more than two (2) years of service who has exhausted their sick leave credits may be allowed an extension of their sick leave to a maximum of fifteen (15) days. This sick leave extension shall be repaid by the employee upon their return to duty from their normal monthly accumulation.
- (b) When an employee has used the maximum of sick leave which may be awarded to them in accordance with this Agreement, they may elect, if they are still unfit to return to duty and if they so desire, to proceed on annual leave, including current and accumulated leave, if they are eligible to receive such leave and if not, on special leave without pay.

20:06 **Sick Leave Records**

In February of each year, the Employer shall advise each employee of the amount of sick leave accrued to their credit and the number of days of sick leave taken by them up to and including the previous 31st day of December.

20:07 **Injury on Duty**

An employee who is injured during working hours and is either required to leave for treatment or sent home for such injury, shall receive payment for the remainder of the shift or work day at their regular rate of pay without deduction from sick leave.

20:08 **Sick Leave During Special Leave Without Pay**

An employee on special leave without pay for a full calendar month shall not accumulate sick leave during such period of special leave without pay.

20:09 **Sick Leave Credits for the First and Last Month of Employment**

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

ARTICLE 21 LEAVE OF ABSENCE

21:01 Negotiation Pay Provision

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

21:02 Grievance and Arbitration Pay Provision

Representatives of the Union shall not suffer any loss of pay or benefits when required to leave their employment temporarily in connection with the Grievance or Arbitration Procedure.

21:03 Leave of Absence for Union Business

- (a) Upon written request by the Union to and with the approval of the Chief Executive Officer, leave with pay shall be awarded up to a maximum of three (3) days in total per year for Union business.
- (b) Additional leave without pay for the purpose of attending Union business may be granted by the Chief Executive Officer at their discretion.

21:04 Leave of Absence for Full-Time Union Representatives

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

21:05 Paid Bereavement Leave

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

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, grandmother, grandfather, nephew, niece, common-law spouse, mother-in-law, father-in-law, grandchild, sister-in-law, brother-in-law, daughter-in-law, son-in-law or near relative living in the same household, three (3) days.
- (b) If the death of a relative referred to in Clause 21:05 (a) occurs outside the Province of Newfoundland and Labrador, the employee

shall be granted leave with pay not exceeding five (5) days for the purpose of attending the funeral. Such days not to be in addition to those allotted in Clause 21:05 (a).

- (c) In cases where extraordinary circumstances prevail, the Chief Executive Officer may grant two (2) additional days other than those referred to in Clause 21:05 (a) and (b).
- (d) In the case of the death of an employee's aunt or uncle, one (1) day.

21.06

Maternity, Adoption and Parental Leave

(a) **Requests for Maternity/Adoption/Parental Leave**

An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this article.

(b) **Maximum Maternity/Adoption/Parental Leave**

An employee is entitled to a maximum of fifty-two (52) weeks leave under this clause. However, the Employer may grant special leave without pay when the employee is unable to return to duty after the expiration of this leave.

(c) **Return to work**

An employee may return to duty after giving their supervisor two (2) weeks' notice, in writing, of their intent to do so. An employee returning from maternity leave shall be required to produce a certificate of fitness from their physician

(d) **Position on Return**

The employee shall resume their former position and salary upon return from leave, with no loss of accrued benefits.

(e) **Credit for Service**

Periods of maternity, adoption and parental leave up to fifty-two (52) weeks shall be counted for annual leave, sick leave, severance pay, step progression and seniority.

(f) **Group Insurance**

Employees on maternity, adoption and parental leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of fifty-two (52) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.

- (g) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or the birth of the child, whichever occurs first.

(h) **Job Postings**

While on maternity, adoption and parental leave, the employee may request copies of job postings to be forward to them by the Employer.

- (i) Maternity, adoption and parental leave shall be defined as a period where an employee can demonstrate they were on leave related to the birth of a child, the adoption of a child or the care of a parent and such employee returned to work within a maximum of twelve (12) months.

21:07

Extended Unpaid Leave

Upon written request, a permanent employee who has completed three (3) years of service may be granted a maximum of twelve (12) months without pay or seniority and without loss of accumulated seniority and benefits, provided that such leave shall not cause an unreasonable interference with the employer's operation. Employees shall be entitled to a maximum of twelve (12) months of extended unpaid leave under this clause. Employees shall not be subject to any benefits of this agreement during the leave of absence. The minimum amount of unpaid leave an employee may request under this clause is sixteen (16) weeks. Requests for such leave shall be made at least two (2) months in advance of such leave.

21:08

Jury, Court Witness or Subpoenaed Time

- (a) The Employer shall grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who serves as juror or witness in any Court or who is subpoenaed by a board or

authority, legislatively, entitled to issue a subpoena to appear as a witness. Any remuneration the employee receives from the Courts will be over and above their pay and benefits from the Employer.

- (b) Any employee who is subpoenaed to be a juror and subsequently not picked will be covered by this Article.
- (c) Employees shall be entitled to leave with pay when subpoenaed by a Board or authority legislatively entitled to issue a subpoena to appear as a witness.

21:09 **Education Leave**

An employee who is upgrading their employment qualifications through an Employer approved upgrading course shall be entitled to leave of absence without loss of pay and benefits to write examinations required by such course.

21:10 **General Leave**

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

21:11 **Paid Special Leave**

Special leave with pay, not exceeding three (3) days, shall be granted in special circumstances for reasons other than those referred to in Clause 21:05.

21:12 **Trauma Leave**

When an employee is subject to an armed robbery, attempted armed robbery, or similar trauma at the Public Service Credit Union, they will be provided, free of charge counselling to adequately deal with the trauma. If the physician recommends any time off, it will be with no loss of regular salary and benefits.

21:13* **Family Violence Leave**

Employees shall be entitled to family violence leave as per the provisions of the Labour Standards Act.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22:01 **Availability of Salary**

- (a) It is agreed that the Employer shall continue to pay salaries every week for employees hired before August 11, 2022.
- (b) It is agreed that the Employer shall continue to pay salaries every two (2) weeks for employees hired after August 11, 2022.
- (c) Overtime pay will be included in the regular pay cheque for the pay period next succeeding the pay period during which the overtime was earned. On each pay day each employee shall be provided with an itemized statement of their wages, overtime and other payroll deductions.

22:02 **Temporary Assignments**

*

(a) **Pay on Temporary Assignment, Higher Rated Job**

For an employee hired before May 12, 2003, on temporary assignment by the Employer or promotion to a position in a higher salary band, the employee shall be placed on a step in the higher salary band that is the same step as they were on in the lower salary band. For an employee hired after May 12, 2003, on temporary assignment by the Employer or promotion to a position, the employee shall be placed on a step in the higher salary band that is five (5) percent above the employee's salary before promotion to the maximum of the band. If five (5) percent places an employee between two steps the employee's salary shall be moved to the next higher step. Employees who are temporarily assigned by the Employer to the same higher band level and have accumulated 1820 hours at that band level shall move to the next step with the accumulation of each 1820 hours in the same salary band until they reach the highest step on the band.

(b) **Pay on Temporary Assignment, Lower Rated Job**

On temporary assignment by the employer to a position in a lower salary band, the employee shall maintain their current salary. If an employee applies for and is successful in obtaining a position in a lower salary band, the employee shall be placed on a step in the

lower band that is equal to their current salary or if there is no exact salary to the next lower step than they are currently receiving.

(c) **Annual Leave During Temporary Assignments**

1. An employee being given a temporary assignment for less than eight (8) weeks will be entitled to annual leave during the period of temporary assignment as follows:
 - (i) The maximum number of annual leave days that an employee who is on a temporary assignment shall receive is: 1 day for 5 days temporary assignment; 2 days for 10 days temporary assignment; 3 days for 15 days temporary assignment; 5 days for 20 days temporary assignment; 6 days for 25 days temporary assignment; 7 days for 30 days temporary assignment; 8 days for 35 days temporary assignment; or 10 days for 39 days temporary assignment.
 - (ii) Approval for annual leave shall be based on the normal approval requirements of the Employer for annual leave.
 - (iii) The rate of pay for the annual leave shall be at the employee's regular hourly rate, not the rate of pay for the temporary assignment.
2. An employee being given a temporary assignment for eight (8) weeks or more will be entitled to annual leave with the approval of the Employer based on the operational requirement of the Credit Union and will be paid the rate of pay for the temporary assignment they are currently in.

(d) **Temporary Assignment for Half a Day**

When a temporary assignment occurs which involves time equal to or greater than one half day, the employee shall be paid the higher rate for the period of the assignment.

22:03

Vacation Pay

An employee with more than one (1) year of service or an employee who

has earned at least two (2) weeks' vacation, upon giving at least two (2) weeks' notice prior to the pay day preceding the office day on which they wish to receive their advance payment, shall receive, prior to commencement of their annual vacation, any regular pay cheque(s) which may fall due during their vacation.

22:04

Step Progression

- (a) Full time Employees hired before July 1, 2002 shall advance one (1) step on the salary band on July 1st until they reach the highest step on the salary band. Full time employees hired after July 1, 2002 shall advance to next higher step on their salary band on their anniversary date until they reach the highest step on their salary band.
- (b) Employees, other than full time employees who were hired before July 1, 2002 or who were hired after July 1, 2002, shall advance to the next higher step on their salary band upon completion of twelve (12) months of service from July 1, 2002 or upon completion of twelve (12) months of service from the date of hire, whichever is the later, until they reach the highest step on their salary band.

ARTICLE 23 PERSONAL LOSS

- 23:01 Subject to Clauses 23:02 and 23:03, 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 may compensate the employee for any loss suffered to the lesser of the depreciated value or replacement value to a maximum of \$300.00 in any calendar year.
- 23:02 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 Employer.
- 23:03 The provision shall only apply in respect of personal effects which the employee would reasonably have in their possession during the normal performance of their duty.

ARTICLE 24 STRIKES AND LOCKOUTS

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

ARTICLE 25 TERMINATION OF EMPLOYMENT

- 25:01 Employees shall give the Employer ten (10) working days' notice of their intention to terminate their employment.
- 25:02 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the employee and the Employer.
- 25:03 The period of notice may be reduced or eliminated by mutual agreement between the employee and the Employer.
- 25:04 Upon termination of service an employee shall receive pay for all their earned current and accrued leave not taken by them prior to the date of termination of their service provided, however, that any indebtedness to the Employer may be deducted from such payment.

ARTICLE 26 EMPLOYEE BENEFITS

26:01 Group Life and Extended Health Benefits Plan

- (a) The Plan presently in effect shall remain in effect subject to changes by the insurance provider.
- (b) While an employee is in receipt of wages from the Employer, the Employer will pay fifty percent (50%) of the premiums of the Plan and the employees will pay fifty percent (50%).
- (c) When an employee is on maternity leave or unpaid sick leave, the insurance premiums shall be paid as outlined in Clause 26:01 (b). When an employee is on other types of unpaid leave, then the employee may pay the full premiums in order to maintain coverage while on such leave.
- (d) Effective April 1, 2009, temporary and part time employees who are continuously employed for a period of three (3) continuous months and who have consistently worked at least twenty-four (24) hours in a week, shall be included in the group insurance plan.
- (e) During any lay off period employees shall not be eligible for life or LTD benefits. While on a temporary layoff employees may continue their other benefits (not life or LTD) by paying 100% of the premiums for their benefits during the lay off period.

- (f) If employees are laid off for longer than six (6) continuous months, they shall not be eligible for benefits of the group insurance plan.

26:02 **Workers' Compensation Pay Supplement**

All employees shall be covered by the Workers' Compensation Act. Pending a settlement of an insurable claim, the employee shall be paid by the employer the amount they would be entitled to under the Workers' Compensation Act.

26:03 **Pension Plan**

- (a) For those employees not eligible to participate in the Public Service Pension Plan, the employee will contribute, by payroll deduction, into a Public Service Credit Union RRSP plan an amount equal to the contributions paid to the Public Service Pension Plan. The Employer will contribute a matching amount.
- (b) Employees who are currently participating in the PSPP shall continue to do so, subject to the terms and conditions of PSPP Act. Employees who are currently not participating in PSPP shall participate in the PSPP, subject to the eligibility requirements of the PSPP Act.

ARTICLE 27 SEVERANCE PAY

27:01 An employee who has five (5) or more years of continuous service in the employ of the Credit Union is entitled to be paid on termination for other than just cause, severance pay equal to the completed years or portion thereof of continuous employment by their weekly salary.

27:02 For the purpose of this Article, periods of authorized leave and periods of leave without pay, approved by the Employer, shall be regarded as continuous service when determining the total amount of service of an employee.

ARTICLE 28 TECHNOLOGICAL CHANGE

28:01 **Advance Notice**

Before the introduction of any technological change or new method of operation which will affect the rights and benefits of an employee as

provided for under this Collective Agreement, the Employer will notify the Union of the proposed change.

28:02 **Consultation**

Meetings will be arranged between the Employer and the Union within ninety (90) calendar days of the Employer's notification to the Union for the purpose of consulting on the effect of the result from the change or to discuss training needs.

28:03 **Training Benefits**

In the event that the Employer should introduce new methods or machines which require new or greater skills than those possessed by employees who are employed in the operation being changed, and where such employees would otherwise be laid off, then training shall be provided for employees affected. A reasonable period of time shall be allowed for employees taking such training. Where required, leave for such training shall be with pay.

- 28:04 (a) Where an affected employee elects not to avail of training as provided for under Clause 28:03, the Employer agrees that, where possible, the effect on the employee of changes contemplated by Clause 28:01 will be minimized by transfer or re-assignment within the employ of the Employer.
- (b) An employee transferred or re-assigned in accordance with (a) above, will have not suffered any reduction in their regular salary, unless such employee has refused, without giving reasons acceptable to the Employer, to avail of training in accordance with Clause 28:03.

28:05 **No New Employee**

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

ARTICLE 29 EFFECT OF LEGISLATION

29:01 Continuation of Acquired Rights

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

ARTICLE 30 CONTRACTING OUT

30:01 The Employer shall not contract out bargaining unit work.

ARTICLE 31 AMENDMENT BY MUTUAL CONSENT

31:01 It is agreed by the parties to this Agreement that any provision in this Agreement, other than the duration of Agreement, may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

ARTICLE 32 TRAVEL ON EMPLOYER'S BUSINESS

32:01 (a) Meals

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

Forty-four (44) dollars per day:
Breakfast, nine dollars (\$9)
Lunch, thirteen dollars (\$13)
Dinner, twenty-two dollars (\$22)

(b) Transportation

When, in the course of their duties, an employee is required by the Employer to travel on the Employer's business, transportation shall be provided by the Employer or the Employer may require the use of the employee's own vehicle with reimbursement at the rate of

forty-two (42) cents per kilometer. Employees have the right to refuse to utilize their own vehicles for the Employer's business.

32:02 For travel on the Employer's business for less than one (1) day, the appropriate meal allowance shall apply provided out of town travel is in excess of thirty-five (35) kilometres.

32:03 (a) When an employee has been in consecutive overnight travel status, charges for laundry and valet services (not including dry cleaning) are reimbursable up to the maximum amounts shown in the following schedule:

<u>No. of Consecutive Nights on Travel Status</u>	<u>Maximum Allowable Claim</u>
1-3	Nil
4-7	\$3.50
8-14	\$7.50
15-21	\$10.50
For each additional seven (7) nights	\$3.50

(b) Receipts are required for claims submitted in accordance with this Clause.

32:04 An employee shall be entitled to one (1) long distance telephone call to home for each two (2) days or part thereof of overnight travel, to a maximum of five (5) minutes.

32:05 An employee required to travel on the Employer's business shall be deemed to be working for the Employer.

32:06 Employees who travel to meetings and conferences of two (2) days or longer will be entitled to an entertainment allowance of forty (40) dollars per meeting or conference supported by details of who was entertained and receipts.

ARTICLE 33 JOB SECURITY

33:01 In the event the Public Service Credit Union Limited is to be placed under the jurisdiction of some other Employer, it is agreed that the employees employed by the Public Service Credit Union Limited will be hired and will

maintain their benefits with the new Employer for the period they are employed.

ARTICLE 34 CROSSING OF PICKET LINES DURING STRIKE

- 34:01 (a) An employee covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.
- (b) Notwithstanding 34:01 (a) above, employees shall report to work at their own headquarters area during any labour dispute and in the event of any labour dispute at their headquarters area, employees will be compelled to their own work only.

ARTICLE 35 PAST PRACTICE

- 35:01 The Employer agrees to continue any benefits employees presently enjoy which are not included in the Collective Agreement or that are greater than those provided for in the Collective Agreement.

ARTICLE 36 FAMILY LEAVE

- 36:01 The Employer recognizes the importance of the family and family life, therefore, it is agreed that employees shall be allowed a maximum of three (3) days leave of absence with pay and without loss of seniority and benefits for a total aggregate of the following:
- (a) Family illness; for the purpose of this clause family refers to the employee's spouse, parents, parents-in-law and children.
 - (b) Birth or adoption of employee's child.
 - (c) Serious fire or flood in employee's home.
 - (d) Employee's marriage.

ARTICLE 37 DURATION

37:01 * Duration

This Agreement shall be effective from the date of signing and shall remain in full force and effect until June 30, 2028.

37:02 Notice of Termination or Amendment

Either party to this Agreement may within a one hundred and twenty (120) day period immediately prior to the expiration of this Agreement, issue notice to the other party of its desire to terminate or amend the Agreement. Following notice, the other party is required to enter into negotiations for a new Agreement within thirty (30) calendar days of receipt of notice or a further time that the parties may agree to meet and commence bargaining.

Salaries:

Effective July 1, 2025 - 3% increase to the salary bands

Effective July 1, 2026 - 3% increase to the salary bands

Effective July 1, 2027 - 3% increase to the salary bands

Band Levels	Job Title
1	
2	
3	FSR I
4	Loans Clerk Account Service Representative Internal Control Clerk FSR II
5	FSO - Loans
6	FSO - Investments FSO - Loans and Mortgages
7	

\$500.00 signing bonus when the Collective Agreement is signed.

Salary Scale July 1, 2025											
Band		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	Annual	33,774.73	34,527.66	35,279.56	36,031.46	36,785.42	37,535.26	38,288.19	39,043.18	39,795.08	40,549.04
	Weekly	649.52	663.99	678.45	692.92	707.40	721.82	736.32	750.83	765.29	779.78
	Hourly	18.56	18.97	19.38	19.80	20.21	20.62	21.03	21.45	21.87	22.28
2	Annual	39,659.12	40,541.83	41,425.57	42,309.31	43,193.05	44,075.76	44,958.47	45,842.21	46,724.92	47,611.75
	Weekly	762.67	779.63	796.65	813.64	830.63	847.62	864.58	881.58	898.56	915.60
	Hourly	21.79	22.28	22.76	23.25	23.73	24.22	24.70	25.18	25.68	26.16
3	Annual	45,542.48	46,552.91	47,571.58	48,580.98	49,598.62	50,612.14	51,629.78	52,640.21	53,657.85	54,670.34
	Weekly	875.82	895.26	914.85	934.26	953.82	973.31	992.88	1,012.31	1,031.87	1,051.34
	Hourly	25.02	25.57	26.14	26.70	27.25	27.81	28.37	28.92	29.48	30.03
4	Annual	51,424.81	52,572.23	53,718.62	54,861.92	56,006.25	57,152.64	58,298.00	59,446.45	60,589.75	61,739.23
	Weekly	988.93	1,011.01	1,033.04	1,055.03	1,077.04	1,099.08	1,121.12	1,143.21	1,165.20	1,187.29
	Hourly	28.25	28.88	29.52	30.15	30.78	31.40	32.03	32.66	33.29	33.92
5	Annual	57,310.23	58,585.37	59,861.54	61,137.71	62,414.91	63,691.08	64,969.31	66,245.48	67,522.68	68,797.82
	Weekly	1,102.11	1,126.64	1,151.19	1,175.72	1,200.29	1,224.82	1,249.41	1,273.96	1,298.51	1,323.02
	Hourly	31.49	32.19	32.89	33.59	34.30	35.00	35.70	36.40	37.10	37.80
6	Annual	63,193.59	64,599.54	66,004.46	67,415.56	68,822.54	70,230.55	71,635.47	73,046.57	74,453.55	75,859.50
	Weekly	1,215.26	1,242.29	1,269.31	1,296.44	1,323.51	1,350.60	1,377.60	1,404.74	1,431.80	1,458.84
	Hourly	34.72	35.49	36.27	37.04	37.81	38.58	39.36	40.14	40.91	41.68
7	Annual	69,133.60	70,673.45	72,214.33	73,755.21	75,293.00	76,832.85	78,374.76	79,916.67	81,453.43	82,997.40
	Weekly	1,329.49	1,359.11	1,388.74	1,418.38	1,447.94	1,477.56	1,507.21	1,536.85	1,566.41	1,596.10
	Hourly	37.99	38.83	39.68	40.52	41.36	42.22	43.06	43.91	44.75	45.60

Salary Scale July 1, 2026											
Band		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	Annual	34,787.97	35,563.49	36,337.95	37,112.40	37,888.98	38,661.32	39,436.84	40,214.48	40,988.93	41,765.51
	Weekly	669.00	683.91	698.80	713.71	728.63	743.48	758.41	773.35	788.25	803.18
	Hourly	19.12	19.54	19.97	20.39	20.81	21.24	21.66	22.10	22.52	22.95
2	Annual	40,848.89	41,768.08	42,668.34	43,578.59	44,488.84	45,398.03	46,307.22	47,217.48	48,126.67	49,040.10
	Weekly	785.55	803.02	820.55	838.05	855.55	873.05	890.52	908.02	925.52	943.07
	Hourly	22.45	22.95	23.45	23.94	24.44	24.94	25.44	25.94	26.45	26.95
3	Annual	46,908.75	47,949.50	48,998.73	50,038.41	51,086.58	52,130.50	53,178.67	54,219.42	55,267.59	56,310.45
	Weekly	902.09	922.11	942.29	962.29	982.44	1,002.51	1,022.67	1,042.68	1,062.83	1,082.88
	Hourly	25.77	26.34	26.93	27.50	28.07	28.64	29.22	29.79	30.36	30.94
4	Annual	52,967.55	54,149.40	55,330.18	56,507.78	57,686.44	58,867.22	60,046.94	61,229.84	62,407.44	63,591.41
	Weekly	1,018.60	1,041.34	1,064.03	1,086.68	1,109.35	1,132.05	1,154.76	1,177.50	1,200.15	1,222.91
	Hourly	29.10	29.75	30.41	31.05	31.70	32.35	32.99	33.64	34.29	34.94
5	Annual	59,029.54	60,342.93	61,657.39	62,971.84	64,287.36	65,601.81	66,918.39	68,232.84	69,548.36	70,861.75
	Weekly	1,135.17	1,160.44	1,185.73	1,211.00	1,236.30	1,261.57	1,286.89	1,312.17	1,337.47	1,362.72
	Hourly	32.43	33.15	33.87	34.60	35.33	36.05	36.77	37.49	38.21	38.94
6	Annual	65,089.40	66,537.53	67,984.59	69,438.03	70,887.22	72,337.47	73,784.53	75,237.97	76,687.16	78,135.29
	Weekly	1,251.71	1,279.56	1,307.39	1,335.33	1,363.21	1,391.12	1,418.93	1,446.89	1,474.76	1,502.61
	Hourly	35.76	36.56	37.35	38.15	38.95	39.74	40.54	41.34	42.14	42.93
7	Annual	71,207.61	72,793.65	74,380.76	75,967.87	77,551.79	79,137.84	80,726.00	82,314.17	83,897.03	85,487.32
	Weekly	1,369.38	1,399.88	1,430.40	1,460.93	1,491.38	1,521.88	1,552.43	1,582.96	1,613.41	1,643.98
	Hourly	39.13	40.00	40.87	41.74	42.61	43.49	44.36	45.23	46.10	46.97

Salary Scale July 1, 2027											
Band		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	Annual	35,831.61	36,630.39	37,428.09	38,225.78	39,025.65	39,821.16	40,619.94	41,420.91	42,218.60	43,018.48
	Weekly	689.07	704.43	719.77	735.12	750.48	765.78	781.16	796.55	811.90	827.27
	Hourly	19.69	20.13	20.57	21.00	21.44	21.88	22.31	22.76	23.20	23.64
2	Annual	42,074.36	43,010.83	43,948.39	44,885.95	45,823.51	46,759.97	47,696.44	48,634.00	49,570.47	50,511.31
	Weekly	809.12	827.11	845.17	863.19	881.22	899.24	917.24	935.27	953.28	971.36
	Hourly	23.12	23.64	24.15	24.66	25.18	25.69	26.20	26.72	27.24	27.76
3	Annual	48,316.02	49,387.98	50,468.69	51,539.56	52,619.18	53,694.42	54,774.03	55,846.00	56,925.61	57,999.76
	Weekly	929.16	949.78	970.56	991.16	1,011.91	1,032.58	1,053.35	1,073.96	1,094.72	1,115.37
	Hourly	26.54	27.13	27.73	28.32	28.91	29.50	30.09	30.68	31.27	31.86
4	Annual	54,556.58	55,773.88	56,990.08	58,203.01	59,417.03	60,633.24	61,848.35	63,066.74	64,279.67	65,499.15
	Weekly	1,049.16	1,072.58	1,095.95	1,119.28	1,142.63	1,166.02	1,189.40	1,212.83	1,236.16	1,259.60
	Hourly	29.97	30.64	31.32	31.98	32.65	33.32	33.98	34.65	35.32	35.98
5	Annual	60,800.42	62,153.22	63,507.11	64,861.00	66,215.98	67,569.87	68,925.94	70,279.83	71,634.81	72,987.61
	Weekly	1,169.23	1,195.26	1,221.30	1,247.33	1,273.39	1,299.42	1,325.50	1,351.54	1,377.59	1,403.60
	Hourly	33.40	34.15	34.89	35.63	36.39	37.13	37.87	38.62	39.36	40.10
6	Annual	67,042.08	68,533.65	70,024.13	71,521.17	73,013.83	74,507.59	75,998.07	77,495.11	78,987.77	80,479.34
	Weekly	1,289.26	1,317.95	1,346.61	1,375.39	1,404.11	1,432.85	1,461.50	1,490.29	1,519.00	1,547.68
	Hourly	36.84	37.66	38.47	39.29	40.11	40.93	41.75	42.58	43.40	44.22
7	Annual	73,343.84	74,977.46	76,612.18	78,246.90	79,878.34	81,511.97	83,147.78	84,783.60	86,413.94	88,051.94
	Weekly	1,410.46	1,441.88	1,473.31	1,504.76	1,536.12	1,567.54	1,599.00	1,630.45	1,661.81	1,693.30
	Hourly	40.30	41.20	42.09	42.99	43.88	44.79	45.69	46.58	47.48	48.38

IN WITNESS WHEREOF the parties hereto have executed this Agreement
this 15th day of December 2025.

SIGNED ON BEHALF OF THE PUBLIC SERVICE CREDIT UNION LIMITED:

Michael G.
Witness

Brian Quilty

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

Dianna Wether
Witness

[Signature]
Ahmed Thomas
[Signature]
W. Keats

Letters of Understanding

1. Maternity/Adoption/Parental Leave and Employment Insurance Benefits

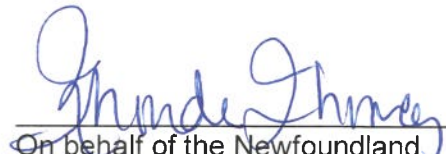
If there are benefits to the Employment Insurance Legislation that changes the benefits of clause 21:06, the parties agreed to amend the agreement under clause 31:01.

2. Interpretation of Clause 20:03 – Proof of Illness

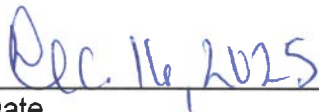
Sick leave supported by a medical certificate will not be counted as part of the three (3) consecutive days or the six (6) days in the aggregate in a calendar year.



On behalf of the Public Service Credit
Union Limited



On behalf of the Newfoundland
and Labrador Association of Public
and Private Employees



Date

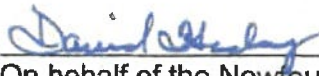
*MOU

PUBLIC SERVICE PENSION PLAN

It is understood by the parties that current employees entering into the Public Service Pension Plan cannot require further funding from the Employer to purchase past contributions.



On behalf of the Public Service Credit
Union Limited



On behalf of the Newfoundland and
Labrador Association of Public and
Private Employees



Date

ANNUAL LEAVE

Effective January 1, 2026

Annual leave is awarded in accordance with Article 19 and operational requirements of the Employer.

(a) Peak Periods:

- (i) Employees need to make every reasonable effort to work with the Employer and other employees so that employees can get their annual leave at times that benefit both the employees and the Employer.
- (ii) Peak periods for annual leave shall be from June 15 to Labour Day and from December 20 to New Years Day or the last workday before these dates if they fall on a day of rest. The maximum number of days that an employee may request from June 15 to Labour Day and December 20 to New Years Day is fifteen (15) work days.
- * (iii) The deadline for employees making requests for annual leave during the peak period (June 15 to Labour Day) shall be April 1. The deadline for employees making requests for annual leave during the peak period (December 20 to New Years Day) shall be September 1.
- * (iv) The Employer will respond to the employee's request for annual leave during the peak period from June 15 to Labour Day by May 1 and for the period December 20 to New Years Day by September 30.
- (v) All requests for annual leave received by April 1 for the peak period June 15 to Labour Day shall not be changed by the employee. Any additional requests for annual leave from June 15 to Labour Day will be considered after all requests for annual leave submitted by April 1 have been considered. Employees may withdraw their request for annual leave, in writing, during the peak period.
- (vi) The awarding of annual leave during the peak period shall be by seniority. Senior employees will be given the opportunity to select their annual leave dates over less junior employees.

- (vii) If an employee wants to give up their selected annual leave dates, they will be permitted to do so. These dates will then become available to any employee who wishes to select additional dates on a first request basis. If more than one employee requests on the same day the same annual leave dates, or if there is an overlap of annual leave dates being requested the senior employee shall get their choice. If this employee wants to request additional dates for annual leave they may do so and the selection of annual leave shall be from the dates that have not already been allocated to employees.
 - (viii) Annual leave that is carried forward from the previous year cannot be used in peak periods until the requests from all employees for current years annual leave have been considered.
 - (ix) All requests for annual leave shall be made to the Manager (MCO or MF) in writing, during regular business hours.
- (b) Non-Peak periods:
- (i) Requests for annual leave days during the non-peak periods (after Labour Day to December 19 and from after New Years Day to June 14) shall be submitted in writing to the Employer at least thirty (30) calendar days prior to the commencement of the requested annual leave. Annual leave will be considered on a first request basis. If two (2) or more employees make a request on the same day for the same dates for annual leave or if there is an overlap of annual leave dates being requested, the senior employee shall get the choice of annual leave dates. The Employer shall respond to these requests within five (5) working days.
 - (ii) For requests annual leave days with less than thirty (30) calendar days' notice before the commencement of the annual leave, annual leave shall be considered on a first request basis. If two (2) or more employees make a request on the same day for the same dates for annual leave or if there is an overlap of annual leave dates being requested, the senior employee shall get the choice of annual leave dates. The Employer shall respond to these requests within five (5) working days.
 - (iii) Once the Employer approves the annual leave, employees shall not be permitted to change their annual leave to displace other junior employees who have had their annual leave approved. Once the Employer approves the annual leave during the non-peak periods,

employees may be permitted to cancel their annual leave in writing to the Employer.

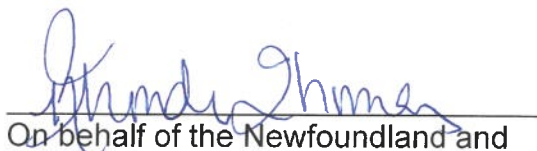
- (iv) If an employee wants to give up their selected annual leave dates, they will be permitted to do so. These dates will then become available to any employee who wishes to select additional dates on a first request basis. If this employee wants to request additional dates for annual leave they may do so, and the selection of annual leave shall be from the dates that have not already been allocated to employees.
- (v) Annual leave is subject to the operational requirements of the Employer.
- (vi) All requests for annual leave shall be made to the employee's Manager (MCO or MF), in writing, during regular business hours.

(c) Incidental requests for Annual Leave

Incidental requests of less than five (5) days annual leave during peak and non-peak periods are subject to the operational requirements and all requests for such leave shall be made, in writing, during normal business hours.



On behalf of the Public Service Credit
Union Limited



On behalf of the Newfoundland and
Labrador Association of Public and
Private Employees



Date