

# **COLLECTIVE AGREEMENT**

**Between**



**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 1615**



**Expiry Date: June 30, 2026**



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**THIS AGREEMENT**

made this 10 day of January, Anno Domini, Two Thousand and Twenty Four.

**BETWEEN**

NEWFOUNDLAND AND LABRADOR HOUSING CORPORATION, herein referred to as "the Corporation"

of the first part;

**AND**

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 1615, hereinafter referred to as "the Union"

of the second part;

**WHEREAS**

The Corporation is engaged in the development and maintenance of facilities at Stephenville, in the Province of Newfoundland; and

**WHEREAS**

in consideration of the duty and obligation of the Corporation through its employees to maintain satisfactory, economical, effective and continuous service to the general public; and

**WHEREAS**

the parties hereto recognize the mutual value of joint discussions and negotiations on matters pertaining to working conditions, hours of work and rates of pay;

**NOW THEREFORE**

this Agreement witnesseth and the parties do hereby agree:

## **ARTICLE 1 – RECOGNITION**

- 1.01** The Corporation recognizes Local 1615 of the International Brotherhood of Electrical Workers as the sole bargaining agent as defined in an Order of Certification dated at St. John's, the 21st day of August, 1974, and issued by the Labour Relations board of the Province of Newfoundland for all classes of employees but excluding from such classes special groups as listed in Schedule "D". This agreement shall be subject to the *Public Service Collective Bargaining Act*, Chapter P-42-RSNL, 1990

## **ARTICLE 2 - CONTINUITY OF SERVICE**

- 2.01** In compliance with the *Public Service Collective Bargaining Act*, no cessation of work shall occur through strikes, lockouts, or slowdown during the term of this Agreement.
- 2.02**
- (a)** No permanent employee shall suffer loss of employment as a result of work being contracted out by the Corporation within the Stephenville Region.
  - (b)** Regional management will meet with members of the bargaining unit within the first quarter of each fiscal year to inform them of contracting plans for the Modernization and Improvement program. The Corporation will also provide updates on these plans, including any changes required by emerging circumstances. Where unexpected changes arise, the Corporation will endeavour to keep the bargaining unit informed, as soon as reasonably practicable.

## **ARTICLE 3 - DEFINITIONS**

- 3.01\*** (a) "**Day**" means a working day unless otherwise stipulated in the Agreement.

- (b) **"Day of Rest"** means a calendar day on which an employee is not ordinarily required to perform the duties of their position other than:
  - (1) a designated holiday,
  - (2) a calendar day on which the employee is on leave of absence.
  
- (c) **"Grievance"** means a dispute arising out of the interpretation, application, administration, or alleged violation of the terms of this Agreement.
  
- (d) **"Permanent Employee"** means a person who has completed the probationary period and is employed on a full-time basis to hold office without reference to any specified date of termination of service.
  
- (e) **"Probationary Employee"** means an employee who has worked less than the prescribed probationary period.
  
- (f) **"Probationary Period"** means a period of six (6) cumulative months of full-time equivalent service from the date of employment except for employees who are required to undertake training upon employment whose probationary period shall commence immediately following such training. An employee's probationary period may be extended once, in writing, with (i) the one-time extension to be up to a maximum of six (6) months in duration, and (ii) the mutual agreement of the Director, Human Resources and the Business Manager, IBEW, Local 1615.
  
- (g) **"Seasonal Employee"** means an employee whose services are of a seasonal and recurring nature and includes employees who are subject to periodic re-assignment in various positions because of the nature of their work.

- (h) "**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 period of special leave without pay not exceeding twenty (20) working days in the aggregate in any year unless otherwise specified in this Agreement.
- (i) "**Temporary Employee**" means a person who is employed for a specific period not exceeding six (6) months or, in the case of a person hired to replace an employee on sick leave or long term disability leave, for a period of up to twenty-four (24) months, but does not include seasonal, permanent or probationary employees.
- (j) "**Headquarters Area**" means an area within a radius of twenty (20) kilometers from an employee's headquarters.
- (k) "**Headquarters**" means the actual building or other regular place of employment where an employee is normally stationed or which is used as their base of operations on a permanent basis.
- (l) "**Lay-off**" means the cessation of employment of an employee because of lack of work.
- (m) "**Termination**" means the permanent cessation of service of an employee because of redundancy, dismissal for just cause, or because of the employee's resignation.
- (n) "**Out-of-Scope Employee**" is an employee who does not form part of the bargaining unit as set out in Schedule "D".
- (o) "**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.



- (p) **“Apprentice”** means an individual, registered as an apprentice with the Government of Newfoundland and Labrador, who is learning their trade on the job, under the supervision and direction of a certified Journey person, with periods of technical training at a post-secondary institution. Apprentices are not eligible for all rights and benefits outlined in this agreement, and are only eligible for those that apply during periods in which they are on Newfoundland and Labrador Housing Corporation’s payroll.
- (q)\* **“Classification”** means the identification of a position by reference to a class title, pay range number and job standard.
- (r)\* **“Job Standard”** means a generic statement of the responsibilities and duties of and qualifications for a specific classification.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** All rights, functions, powers, and authority which have not been specifically abridged, delegated or modified by this Agreement are retained by Management.

#### **ARTICLE 5 – NO DISCRIMINATION**

**5.01\*** The Employer agrees that in accordance with the provisions of the Newfoundland and Labrador Human Rights Act, there shall be no discrimination with respect to any matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise because of race, color, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income, and political opinion or activity in the Union.

## **ARTICLE 6 – WORK BY OUT-OF-SCOPE EMPLOYEES**

- 6.01** Supervisors shall not normally perform operations or maintenance jobs regularly performed by employees in the bargaining unit except under the following circumstances:
- (a) For work that is incidental to supervisory duties;
  - (b) For testing or inspecting machinery or equipment;
  - (c) For instruction or training;
  - (d) In experimentation with respect to plant or system performance or operations;
  - (e) In cases of emergencies affecting the safety of employees, damage to equipment, or adversely affecting operations, for such time as is necessary to overcome the emergency.

## **ARTICLE 7 – LABOUR MANAGEMENT COMMITTEE**

- 7.01**
- (a) A Labour Management Committee shall be established consisting of two (2) representatives of the Union and an equal number of representatives of the Employer. The number may be increased or reduced by mutual agreement between the parties.
  - (b) The Employer shall be duly notified in writing as to the names of the Union representatives selected, and the Union shall be duly notified of the names of the Employer's representatives.
  - (c) **Function of Committee**  
The Committee shall concern itself with the following general matters:
    - (1) Promoting safety and sanitary practices;
    - (2) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);

(3) Other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations;

(d) **Meetings of Committee**

The committee shall meet as often as necessary, but not less than four times per year at a mutually agreed time and place.

(e) **Chairpersons of the Meeting**

An employer and union representative shall be designated as Co-chairpersons and shall alternate as Chairpersons of the meeting.

**ARTICLE 8 - UNION SECURITY**

**8.01** All employees who are presently members of the Union and those who subsequently elect to become members, shall, while they remain within the scope, maintain such membership for the duration of this Agreement. All temporary employees upon employment shall be subject to dues check off and shall receive benefits in accordance with the provisions of this Agreement, unless otherwise specifically provided.

**8.02** The Corporation shall deduct from the earned wages of all employees within the scope, initiation fees and regular monthly dues, and shall remit same not later than the fifteenth (15th) day of the month following the month in which deduction were made, to the Financial Secretary of the Union, or to such other person as the Union may designate in writing, from time to time. Such designations shall be delivered to the Corporation and shall include the name, address, and position of the person so designated. The format of the above-mentioned authorization form shall require the prior approval of the Corporation before being put into use.

**8.03** The Union will save the Corporation harmless from any and all claims that may be made against the Corporation for amounts that may be deducted from employees in accordance with the above.

## **ARTICLE 9 - UNION BUSINESS**

### **9.01 Notification**

The Union shall, at all times keep the Corporation informed, in writing, of the name of its current Business Manager and such other officials as may be authorized to conduct union business with the Corporation and the Corporation shall recognize these persons and none other.

### **9.02 Access**

The Business Manager shall have access to Corporation premises in the performances of their duties in servicing this Agreement, provided they had made such prior arrangements through the Regional Director as are acceptable to the Corporation. The Corporation agrees to recognize Shop Stewards, and the Grievance Committee established in accordance with Article 11.01 and to allow them sufficient time during their working hours, provided that such employees shall obtain prior approval from their Supervisor.

### **9.03 Payment During Negotiations**

The Corporation agrees to pay not more than three (3) employees who are members of the Union Negotiating committee, for time spent negotiating a new Agreement with the Corporation during their normal work day. Under no circumstances shall they be paid for any time spent in Conciliation, Arbitration or Adjudication. In the event that members of the Union Negotiating committee are required to travel away from their normal headquarters in order to

participate in negotiations, notwithstanding any of the other provisions of the Agreement, the Corporation shall entertain no claim for any expenses so incurred. Moreover, notwithstanding the overtime provisions herein contained, the Corporation shall pay regular wage rates to any employee or employees who shall be required to work in substitution for members of the Negotiating Committee who are participating in negotiations.

#### **ARTICLE 10 - BULLETIN BOARDS**

- 10.01** The Corporation shall locate bulletin boards where they shall be readily accessible to employees and agrees to permit the Union to post notices concerning union business on such boards. All such notices before posting must be approved by the Supervisor in the area.

#### **ARTICLE 11 - GRIEVANCE PROCEDURE**

- 11.01** The Union shall form a grievance committee consisting of not more than three (3) persons for the purpose of assisting in the reconciliation of such differences as may arise from time to time between the parties hereto concerning the meaning, interpretation, application or alleged violation of the terms of this Agreement or any of them.

**11.02** **Step 1:**

An employee who feels aggrieved shall within five (5) days of the occurrence of the grievance, submit their grievance to the Regional Director.

**Step 2:**

Failing satisfactory settlement of the grievance within (5) working days after the grievance was submitted at Step 1, the employee may, within a further five (5) days, submit the grievance, in writing, to the Director, Human Resources or

designate who shall declare a decision on the matter, in writing, within a further ten (10) days.

**Step 3:**

Failing satisfactory settlement either party may within ten (10) working days, after exhausting the grievance procedure, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall indicate the name of the person appointed to the arbitration board by the party giving notice.

**11.03** The employee may choose to be represented by a Shop Steward or any Union representative at any level in the grievance procedure.

**11.04** In discharge cases the matter may be submitted immediately at Step 2.

**ARTICLE 12 – ARBITRATION**

**12.01** If any grievance arising out of this Agreement shall remain unresolved having exhausted the provision of Article 11 hereof, the matters in dispute shall be submitted, within fifteen (15) days, for decision to a Board of Arbitration, with nominees to be named by each party to this Agreement and the Chairperson to be named by the two (2) so chosen.

Should the complainant fail to submit the matter to arbitration as hereinbefore provided within the said fifteen (15) days, the employee shall be deemed to have waived all rights of redress in such matter.

The decision of the majority of the members of an Arbitration Board named under this provision shall be the decision of that Board and if there is no majority decision the decision of the Chairperson shall be the decision of the Board.

**12.02**      **Failure to Appoint**

If the party receiving the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a Chairperson within seven (7) working days of the appointment of the second nominee, the appointment shall be made by the Minister Responsible for the Labour Relations Agency upon the request of either party.

**12.03**      An Arbitration Board shall not have power to amend, cancel or add to the terms of this Agreement and in rendering a decision shall be bound by the terms of this Agreement. The Board, may, if it deems necessary, alter or amend disciplinary measures taken by the Employer. A Board, however, has the right to make monetary awards consistent with that which was lost by the aggrieved party. Such decision shall not have retroactive effect prior to the date that the grievance occurred.

**12.04**      The charges of the third appointee, who shall be the Chairman of the Board, shall be borne jointly by the parties and each party shall bear the costs or charges of its own appointee.

**12.05 (a)**      Notwithstanding any other provisions of this Article; the parties may mutually agree to the substitution of a single arbitrator for an arbitration board, in which event, the foregoing provisions of this Article shall apply equally to a single arbitrator when reference is made to an arbitration board. Furthermore, the parties shall endeavour to utilize a sole arbitrator for the majority of arbitration hearings and reserve the use of arbitration boards for case where a party feels it is absolutely necessary

(b)      Arbitrators will be selected from the Roster of Arbitrators maintained by the Labour Relations Agency.

- (c) The costs related to the appointment of an arbitrator shall be borne jointly by the parties on a fifty-fifty (50/50) basis.

### **ARTICLE 13 – PERSONAL FILES**

- 13.01\*** There shall be one official personal file, located in Human Resources. An employee shall at any reasonable time, be permitted to inspect their personal file and may be accompanied by a representative of the Union if they so desire.
- 13.02\*** A copy of any document placed on an employee's official personal 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.
- 13.03\*** Any such document shall be removed and disregarded after the expiration of 24 months from the date it was placed in the employee's file, provided there has not been recurrence of a similar incident during that period. The employee shall be responsible to request the removal of such letters.

### **ARTICLE 14 – WAGES**

- 14.01** Wages shall be paid to employees covered by this Agreement in accordance with the Classifications and Rates set forth in Schedule "A" and "A1", attached, herewith and forming part of this Agreement. Wages shall be paid by direct deposit.
- 14.02** Should any new classifications be introduced during the life of this Agreement, there shall be consultation with the Union on their inclusion in the bargaining unit.



**14.03** The Corporation agrees that pay days shall be every alternate Wednesday and not later than 12:00 noon.

**14.04** An employee, who works overtime in a given pay period, shall where possible, receive payment not later than the pay day for the pay period immediately following. In no case, however, shall payment be delayed longer than the second pay period subject to the employee submitting their overtime hours to Payroll prior to the pay period cutoff date.

### **ARTICLE 15 - TEMPORARY ASSIGNMENT**

**15.01** When an employee is temporarily assigned to a classification which carries higher rate of pay than their permanent classification, they shall be paid at the higher rate while they are filling the higher position.

**15.02** When an employee is temporarily assigned to a classification, which carries a lower rate of pay than their permanent position, they shall retain the higher rate while filling the lower position.

### **ARTICLE 16 - HOURS OF WORK**

**16.01** The normal work week shall be from Monday to Friday and the normal hours of work shall be forty (40) hours per week and eight (8) hours per day with a normal starting time of 8:00 am and a quitting time of 5:00 pm with one (1) hour for lunch.

**16.02** Employees shall be entitled to a rest period of fifteen (15) minutes for each half day worked.

**16.03** Except where mutually agreed between the Employer and the Employee, the hours of work of existing employees, will not be changed for the duration of this agreement.

**ARTICLE 17 - OVERTIME & STAND-BY**

**17.01** Employees required to work in excess of the normal hours of work shall receive one and one-half (1½) times their regular hourly rates.

**17.02** Employees required to work on their scheduled day (or days) of rest shall receive one and one-half (1 ½) times their regular hourly rate for the first scheduled day of rest and double (2) times their regular hourly rate for the second scheduled day of rest. Only in cases of extreme emergencies shall employees be required to work on both their scheduled days off.

**17.03** Employees required to work on a statutory holiday shall receive one and one-half (1½) times their regular hourly rates in addition to the regular days pay for the holiday.

**17.04** For the purpose of computing overtime, holidays and approved paid leave shall be considered as time worked.

**17.05** Subject to operational requirements of the Corporation, the permanent head shall make every reasonable effort to give as much notice as possible:

- (a) to employees who are required to work overtime; and
- (b) to allocate overtime worked on an equitable basis among readily available qualified employees. For maintenance employees, overtime work shall be assigned to the employees in the classifications which normally perform such work provided they are readily available for work.

**17.06**

The permanent head or designate may, upon the request of an employee, grant time off in lieu of compensation for any overtime worked. Such time shall be granted at the rate prescribed in Clause 17:01. The scheduling of time off in lieu of overtime compensation shall be approved by the permanent head or designate and such approval shall be subject to operational requirements.

Time off must be taken in whole or half days. In a fiscal year, the maximum overtime leave which an employee may accumulate or take off is fifteen (15) days. The maximum number of overtime days which may be carried at the end of a fiscal year is ten (10).

Approved time off in lieu of pay shall not subsequently be converted to payment for overtime worked except in the following cases:

an employee terminates employment with the Corporation; or an employee carries forward at fiscal year end ten (10) days overtime leave and in the next fiscal year accumulates additional overtime leave, such that at the end of the fiscal year the employee has more than ten (10) days overtime leave accumulated. In this case, payment shall be made for overtime leave days in excess of the ten (10) days which may be carried forward.

**17.07**

**Stand-by**

(a) All stand-by duty shall be authorized and scheduled by the Employer and no compensation shall be granted for a stand-by shift if the employee does not report for work when required during the shift.

(1) An employee required to perform stand-by duty shall be compensated as follows for each eight (8) hour shift:

- Effective date of signing                      \$20.40

(2) When stand-by is required on a statutory holiday, the rate of compensation for each eight (8) hour shift of stand-by shall be as follows:

- Effective date of signing                      \$22.60

### **ARTICLE 18 – CALLOUT**

**18.01**            (a) Subject to 18.01(b), an employee who is called back to work after they left their place of work shall be paid for a minimum of three (3) hours at the applicable overtime rate provided that the period worked is not contiguous to their scheduled working hours.

(b) 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 minimum 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 rate.

**18.02**            An employee who is called out to work either Christmas Day, Boxing Day, or Good Friday, will receive one and one-half (1½) times their regular hourly rate in addition to the regular day's pay for the holiday and will also be entitled to time off with pay equal to the actual hours worked at a time to be mutually agreed upon by the Corporation and the employee.

**18.03**            When an employee is recalled to work under the conditions described in Clause 18.01, they shall be paid the cost of transportation to and from their place of work to a maximum of eight dollars and sixty-five cents (\$8.65) for each call back at the appropriate mileage rate.

## **ARTICLE 19 - INCLEMENT WEATHER**

**19.01** The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Employer or the appropriate provincial or municipal authority:

- (1) All employees are required to report for duty as scheduled.
- (2) 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 suffer no loss of pay or other benefits, nor shall they be required to make up, in any way, for the time lost due to not reporting for work.
- (3) Notwithstanding 19.01 (1) above, the Employer reserves the right to close down or reduce staffing levels in any part of the Corporation in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of 19.01 (2).
- (4) An employee who worked during the emergency will be paid at the rate of time and one-half (1½) for all hours worked.

## **ARTICLE 20 - STATUTORY HOLIDAYS**

**20.01\*** (a)\* Subject to Clause 20.02, the Corporation shall designate a date to be observed as a paid holiday in recognition of each of the following:

- |                      |                                 |
|----------------------|---------------------------------|
| (a) New Year's Day   | (b) St. Patrick's Day           |
| (c) Good Friday      | (d) Victoria Day                |
| (e) Memorial Day     | (f) Orangeman's Day             |
| (g) Labour Day       | (h)* June Holiday               |
| (i) St. George's Day | (j) Armistice (Remembrance) Day |
| (k) Christmas Day    | (l) Boxing Day                  |
| (m) Thanksgiving Day | (n) Civic Holiday               |

- (b) Should any new holiday not routinely scheduled, be specifically proclaimed by the provincial authorities, it shall be granted to employees

within the scope of this Agreement.

**20.02** In order to qualify for each of the above paid holidays, an employee must have worked or have been on approved leave on the working days immediately preceding and succeeding the day designated as a holiday.

**20.03 Compensation for Holidays falling on Saturday**

(a) When any of the above noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement.

(b) When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday, (or Tuesday, where the preceding clause already applied to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

**20.04 Compensation for Work on Christmas Day, Boxing Day, or New Year's Day**

Notwithstanding the provisions of 20:03 a & b and 20:06 a & b where Christmas Day, Boxing Day, or New Year's Day falls on a Saturday or Sunday, the provisions of 20:05 & 20:06 shall be applicable on the December 25<sup>th</sup>, 26<sup>th</sup>, or January 1<sup>st</sup> dates respectively and shall not be applicable on the alternate week day that is deemed to be the holiday. This variation from the provisions of 20:03 & 20:06 is applicable only to shift workers.

## **20.05 Compensation for Work on a Holiday**

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

- (a) time off with pay at the rate of time and one-half (1 ½ ) for each hour worked, at a later date to be mutually agreed between the permanent head and the employee: or
- (b) if such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive pay in lieu of time off at the rate of time and one-half (1 ½ ) for all hours worked on the holiday.

## **20.06 Holiday Falling on the Day of Rest**

- (a) When a calendar day designated as a holiday under Clause 20:01 coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a later date approved by the permanent head. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive one (1) day's pay to compensate for the holiday.
- (b) When a holiday falls on an employee's day of rest and they are required to work on such a holiday, the employee shall receive two (2) hours pay for each hour worked on that day and in addition 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, the employee shall be paid at the applicable rate.

**20.07** No employee will be scheduled to work Christmas Day and New Year's Day in the same holiday season unless mutually agreed.

**ARTICLE 21 – VACATIONS**

**21.01** (a) The maximum annual leave which an employee shall be eligible for in any year shall be as follows:

<b>Years of Service</b>	<b># of Days</b>
Up to ten (10) years of completed service.....	15
From ten (10) years to twenty-five (25) years of completed service.....	20
In excess of twenty-five (25) years completed service.....	25

- (b) The following provisions respecting annual leave shall apply:
- (1) No annual leave may be taken by an employee until they have not less than sixty (60) days of service prior to taking leave.
  - (2) When an employee has had not less than sixty (60) days of service, they may anticipate annual leave to the end of the period of their authorized employment or to the end of the year concerned, whichever is the shorter period.
  - (3) When an employee becomes eligible for a greater amount of annual leave, they shall be allowed in the year in which the change occurs, a portion of the additional leave for which they have become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days.



- (4) Seasonal employees will receive pay in lieu of annual leave. Such pay will be pro-rated and included on each bi-weekly pay cheque. The employer will endeavour to grant up to five (5) days of unpaid leave per fiscal year to enable seasonal employees to take vacation.

**21.02** In areas of conflict, vacations in the first instance will be limited to a maximum of fifteen (15) working days to allow a fair percentage of employees to take their vacation during the summer months, taking advantage of the school closing period; provided that the scheduling of vacation shall at all times be expressly subject to the exigencies of the Corporation's operation. Vacation schedules shall be arranged during the months of March and April.

- 21.03** (a) Subject to 21.03(b), an employee may carry forward to another year any proportion of annual leave not taken in previous years until, by doing so, they have accumulated a maximum of:
- (1) Twenty (20) days annual leave, if they are eligible for fifteen (15) or twenty (20) days in any year.
  - (2) Twenty-five (25) days annual leave, if they are eligible for twenty-five (25) days in any year.

Each of the above accumulations is in addition to their current annual leave.

- (b) Employees may be allowed to accumulate and carry forward a maximum of thirty (30) days annual leave. The additional days over and above that referred to in 21.03(a) may be used only on the occasion of termination of employment and may not be taken during any year of service.

- 21.04** (a) An employee who becomes ill while on annual leave may change the

status of their leave to sick leave effective the date of notification to the employer provided that the employee submits a certificate(s) acceptable to the permanent head, signed by a qualified medical practitioner:

- (1) by the date the employee's approved annual leave period expires;  
or
- (2) where the period of illness is to extend beyond the expiration of the approved annual leave period at such intervals as the permanent head may require. The medical certificate shall state that during the period of their absence (which shall be stated on the certificate) they were unable to perform their duties and in addition the reason(s) for such absence should be given.

(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.

(c) The period of vacation so displaced in Clause 21.04(a) and (b) shall be re-instated for use at a later date to be mutually agreed.

## **ARTICLE 22 - LEAVE OF ABSENCE**

### **22.01 (a) Education Leave With and Without Pay**

With prior approval of the employer, an employee may be awarded education leave as follows:

- (1) 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 under such terms and conditions as the employer may prescribe.
- (2) Upon request and where operational requirements permit, an

employee who has completed ten (10) years of service shall be granted education leave to a maximum of twelve (12) months without pay. Education leave without pay for employees with less than ten (10) years of service may be awarded at the discretion of the employer.

- (3) With approval of the permanent head, 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.
- (4) Employees on approved unpaid educational leave for the purpose of fulfilling the academic requirements of a trades certification program shall continue to accumulate service for seniority purposes, including promotions, lay-offs, recalls, salary increments (step increases) and annual leave eligibility as provided in 21.01.

(b) **Special Leave Without Pay**

With approval of the permanent head, special leave without pay may be granted in exceptional circumstances to an employee.

Periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for annual and sick leave purposes and the employee's record of service shall be noted accordingly.

**22.02**

**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, legal guardian, brother, sister, spouse, common-law-spouse, child, grandmother,

grandfather, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, or near relative living in the same household, three (3) consecutive working days during the time of bereavement.

- (b) In the case of death of an employee's brother-in-law or sister-in-law, one (1) day during the time of bereavement.
- (c) If the death of a relative referred to in (a) or (b) occurs outside the Province, the employee may be granted leave with pay for one extra working day for the purpose of attending the funeral.
- (d) In cases where extraordinary circumstances prevail, special leave with pay for bereavement may be granted, at the discretion of the employer, up to a maximum of two (2) consecutive working days in addition to that provided in Clause 22.02 (a), (b), and (c).
- (e) If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.
- (f) For the purpose of this Article, Spouse means an employee's husband or wife, including a common-law or same sex partner with whom the employee has lived with for more than one year.

**22.03\* Sick Leave**

- (a) (i) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service.
- (ii) Notwithstanding Clause 22:03(a)(i), an employee hired after January 1, 2005, is eligible to accumulate sick leave at the rate of one (1) day for each month of service.
- (b) (i) The maximum number of days of sick leave which may be awarded to an employee during their most recent consecutive twenty (20) year period of service shall not exceed four hundred and eighty (480) days.

- (ii) Notwithstanding Clause 22:03(b)(i), the maximum number of days of sick leave which may be awarded to an employee hired after January 1, 2005, during any consecutive twenty (20) year period of service shall not exceed two hundred and forty (240) days.
  
- (c) The Corporation may require an employee to submit a medical certificate during any period that an employee is on sick leave. In any event, sick leave in excess of three (3) consecutive working days at any time or six (6) working days in the aggregate in any year shall not be awarded to an employee unless they have submitted in respect thereof a medical certificate satisfactory to the permanent head.
  
- (d)\* **Early and Safe Return to Work**

Subject to operational requirements and considering the particular medical circumstances of an employee, whose physician recommends return to work with a reduced work schedule or modified duties, the Employer may approve a reduced work schedule or modified duties so as to enable the employee's return. The hours by which the employee's regular work schedule is adjusted will be deducted from the employee's accumulated sick leave. If all accumulated leave is exhausted, the hours will be treated as unpaid leave.

#### **22.04 Union Business**

Employees elected by the Union to attend any District, Provincial, National, or International Convention, or Labour Institute, shall be granted the necessary time off without pay and without loss of rights established under this Agreement, providing a request for such leave is given in writing seven (7) days prior to the date the time off is to commence, and the request is approved by Management.

The Management of the Corporation reserves the right to limit the number of employees attending, and the frequency of such periods of leave.

**22.05\* Maternity Leave/Adoption Leave/ Parental Leave**

- (a)\* (i) 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. The leave must be requested within 52 weeks of delivery/adoption.
- (ii)\* An employee is entitled to a maximum of seventy-eight (78) weeks of 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.
- (b) The employer reserves the right to require an employee to commence leave prior to the time they are scheduled to commence maternity leave specified in Clause 22:06(a) if the state of their health becomes incompatible with the requirements of their job and they have exhausted their sick leave entitlement.
- (c) An employee may return to duty after giving their Permanent Head two (2) weeks notice of their intention to do so.
- (d) The employee shall resume their former position and salary upon return from leave, with no loss of accrued benefits, subject to Article 30.
- (e)\* Periods of leave up to seventy-eight (78) weeks shall count for seniority purposes, annual leave, sick leave and step progression.
- (f)\* Employees on leave will have the option of continuing to pay their

portion of the group insurance plan premiums to a maximum of seventy-eight (78) 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 birth of the child, whichever occurs first.
- (h) While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through their Human Resources Department.
- (i) Maternity/Adoption/Parental Supplemental Allowance
  - (a) An employee who has been granted maternity/adoption/parental leave without pay shall be paid a Supplemental Allowance in accordance with paragraph (c), provided that the employee:
    - (i) has completed six (6) months continuous employment before commencement of the maternity/adoption/ parental leave without pay;
    - (ii) provides the Employer with proof that the employee has applied for and is in receipt of maternity or parental benefits pursuant to Section 22 or Section 23 of the Employment Insurance Act in respect of insurable employment with the Employer; and
    - (iii) has signed an agreement with the Employer stating that:
      - (A) the employee will return to work on the expiry date of the maternity/adoption/parental leave without pay

unless the return to work date is modified by approval of another form of leave;

- (B) within eighteen (18) months following the employee's return to work, as described in Clause (A), the employee will work a minimum number of weeks, at full-time equivalent hours, equal to the number of weeks for which the employee received the Supplemental Allowance.
  - (C) Should the employee fail to return to work in accordance with Clause (A), for reasons other than death, lay-off, early termination due to lack of work, or having become disabled, the employee will be indebted to the Employer for the full amount of the Supplemental Allowance the employee has received;
  - (D) should the employee return to work but fail to work the total number of weeks as specified in Clause (B) for reasons other than death, lay-off, early termination due to lack of work, or having become disabled, the employee will be indebted to the Employer for the remaining number of weeks owing.
- (b) For the purpose of Clauses (a)(iii)(B) and (D), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked.
  - (c) Supplemental Allowance payments shall be calculated and paid as follows:



- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity or parental benefits, ninety-three percent (93%) of the employee's weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and
  - (ii) for fifteen (15) weeks during which the employee receives a maternity or parental benefit pursuant to Section 22 or Section 23 of the Employment Insurance Act, the difference between the gross weekly amount of the Employment Insurance benefit the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which the employee would have been eligible if no extra monies had been earned during this period.
  - (iii) The total Supplemental Allowance that may be paid to an employee under this Clause is seventeen (17) weeks.
  - (iv) The total Supplemental Allowance payable by the Employer to a couple employed by the Employer shall not exceed seventeen (17) weeks for both individuals combined.
- (d) The Supplemental Allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that the employee may be required to repay pursuant to the Employment Insurance Act.
- (e) The weekly rate of pay referred to in paragraph (c) shall be:

- (i) For a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity/adoption/parental leave without pay.
  - (ii) For an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity/adoption/parental leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (f) The weekly rate of pay referred to in paragraph (e) shall be the rate to which the employee is entitled for the employee's permanent position to which the employee is appointed.
- (g) Notwithstanding paragraph (f), and subject to subparagraph (e)(ii), if on the day immediately preceding the commencement of maternity/adoption/parental leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (h) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity/adoption/parental allowance, the allowance shall be adjusted accordingly.

**22.06\* Family Responsibility Leave**

- (a)\* Subject to Clause 22.06 (b), (c), and (d), an employee who is required to:
- i) attend to the temporary care of a sick family member living in the same household, or the employee's mother and father;
  - ii) attend to the needs relating to the birth of an employee's child;

- iii) accompany a dependent family member living in the same household on a dental or medical appointment;
- iv) attend meetings with school authorities;
- v) attend to the needs relating to the adoption of a child; and
- vi)\* attend to the needs related to home, family or personal emergencies;

shall be awarded up to three (3) days' paid family leave in any fiscal year. Seasonal, temporary, and part-time employees will be eligible for family leave on a pro-rata basis, based on hours worked.

- (b) In order to qualify for family leave, the employee shall:
  - i) provide as much notice to the Employer as reasonably possible;
  - ii) provide to the Employer valid reasons why such leave is required; and
  - iii) where appropriate, and in particular with respect to (iii), (iv) and (v) of Clause 22.06(a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
  
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave or sick leave.
  
- (d) An employee shall only be granted family leave if they reports to work following a recall and subsequently qualifies for family leave during that period for which they were recalled.

## **22.07            Compassionate Leave**

Subject to the approval of the Director, Human Resources, special leave with pay, not exceeding three (3) days, may be granted in special circumstances for reasons other than those referred to in Article 22.02.

## **22.08\*           Family Violence Leave**

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

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

### **Confidentiality**

All personal information concerning domestic violence will be kept confidential in compliance with relevant Legislation. An employee who wishes to take a leave of absence under this article may be required to provide the employer with reasonable verification of the necessity of the leave.

## **22.09            Paid Jury or Court Witness Duty Leave**

Leave with pay will be awarded to an employee who is required:

- (a) To serve on a jury, or

(b) by subpoena or summons, to attend as a witness in any proceeding held:

- (i) in or under authority of a court of justice:
- (ii) before a court, judge or justice:
- (iii) before the House of Assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it: or
- (iv) before an arbitrator or a person or body of persons authorized by law to make an enquiry and compel the attendance of witnesses before it.

### **ARTICLE 23 - INJURY ON DUTY LEAVE**

**23.01** Permanent employees receiving WorkplaceNL benefits, who subsequently resume working a regular work schedule with the Employer, shall be credited with earned annual leave for the period of absence on such benefits, however, annual leave credit shall not be applicable for any period during which the employee had been laid-off or bumped from employment.

**23.02\*** It is understood and agreed by the parties to this Collective Agreement that an employee who is approved for full extended earnings loss (EEL) benefits from WorkplaceNL after the date of signing of this agreement, shall no longer accumulate benefits under this agreement but shall have their position with the employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the Human Rights Act.

### **ARTICLE 24 - PENSION PLAN**

**24.01** The employer shall continue the present Pension Plan for the duration of this Agreement.

**24.02** As a condition of employment, all new employees who are eligible for same shall participate in the Pension Plan.

### **ARTICLE 25 - GROUP LIFE INSURANCE**

**25.01** The Corporation agrees to continue the group insurance plan currently in effect. Before any revisions are made to the current plan, discussions will be held with the Union.

### **ARTICLE 26 - TOOLS, EQUIPMENT & PROTECTIVE CLOTHING**

**26.01** (a) It is incumbent upon each employee to provide such tools, equipment, and clothing as are necessary to perform the work associated to their job classification.

(b) The Corporation shall continue the past practice of supplying certain tools, equipment, and protective clothing as are required from time to time.

(c) When it can be established to the satisfaction of the Director, Human Resources, that an employee's personal tools and equipment have been lost, stolen or broken through no fault of the employee, the Corporation shall replace such tools and equipment at no cost to the employee.

This provision shall only apply in respect of personal tools and equipment which the employee would reasonably be required to possess in the normal performance of assigned duties of the classification.

**26.02** (a) Safety hats and other safety equipment such as goggles, aprons, and safety gloves shall be provided free of charge where it is required by the employer in accordance with safety regulations.

- (b) Where the employer requires the wearing of uniforms or protective clothing, the following items will be issued free of charge to permanent employees and temporary employees appointed for a term exceeding twelve months:

Hard Hat	Coveralls
Pants	Rain Suit or Coat
Shirt	Jacket or Insulated Coveralls
Rubber Boots	Safety Boots/Shoes

These items will be issued in accordance with Schedule "B" and damaged articles may be replaced at any time if deemed necessary by the employer upon inspection.

- (c) Seasonal and temporary employees who are required by the Employer to wear safety boots/shoes, rainwear, and safety rubber boots, will be required to have same prior to commencing employment. Employees will be reimbursed on a fifty-fifty cost shared basis.

Where seasonal and temporary employees are required by the Employer to wear coveralls, rainwear, rubber boots and/or safety boots/shoes, such items shall be issued to the employee upon accumulation of twelve (12) months of service with the Employer. Such items shall be re-issued upon accumulation of additional service equivalent to the number of years specified for replacement as per Schedule "B".

### **26.03 Personal Loss**

- (a) Subject to 26.03 (b) and (c), where an employee in the performance of 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, subject to a maximum of eight hundred and fifty dollars (850) per claim. Reimbursement is subject to confirmation that the item(s) lost is referenced on the list of tools prepared annually by the employee and supervisor. This list will include brand name and, where applicable, model number. Tools that are required between annual preparation of lists must be verified and added to the list by the supervisor.

- (b) All incidents of loss suffered by an employee shall be reported in writing by the employee within five (5) days of the incident to the permanent head or designated representative.
- (c) This provision shall only apply in respect of personal effects which the employee would reasonably have in their possession during the normal performance of duty.

#### **ARTICLE 27 – SAFETY**

**27.01** The Union agrees that collectively and individually, its members shall recognize and abide by the Corporation's safety rules and regulations. The Union further agrees that it will co-operate fully with the Corporation in the enforcement of such safety rules and regulations.

**27.02** The Corporation agrees to provide, as far as is reasonably practicable, suitable first aid supplies and other facilities for the protection and health of employees and the Union agrees to co-operate fully with the Corporation in the maintenance of these facilities.



## ARTICLE 28 – SENIORITY

**28.01** The length of employment with the Corporation shall be known as seniority, and shall be shown by the records of the Corporation.

Subject to clause 28.03, seniority shall date from the initial date of hire and shall include any time that an employee worked as a temporary, probationary, casual, seasonal or permanent employee.

**28.02** Qualifications and ability shall be the governing factor in promotion, demotion, lay-off, or recall. Where qualifications and ability as determined by the Corporation are equal or similar, seniority shall be the governing factor.

**28.03** (a) The following conditions shall result in loss of seniority for an employee:

- (1) they resign in writing and do not withdraw the resignation in five (5) working days or retires and is not re-employed within thirty (30) calendar days;
- (2) they are dismissed and are not re-instated;
- (3) they have been laid off in excess of twenty-four (24) consecutive months;
- (4) when recalled from lay-off the employee fails to return to work within seven (7) calendar days after receipt of notice of recall by registered mail, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of a current address. An employee recalled for casual work, who is employed elsewhere, shall not lose recall rights for refusal to return to work.
- (5) they have been absent from work for five (5) consecutive days without notifying their permanent head giving a satisfactory reason for such absence.

(b) Subject to clause 28.03, an employee may not accrue seniority when on leave of absence without pay or under suspension for periods in excess of thirty (30) consecutive days.

**28.04**

(a) The Corporation shall, not later than the thirty-first (31st) day of May in each year, prepare and post on its bulletin boards, rosters showing seniority, and job classification of employees within the scope of this Agreement, as at the thirty-first (31st) day of March of that year. The roster shall be open to protest until the thirtieth (30th) day of June next following and if an employee considers that an error has been made, they may protest through the regular grievance procedure and immediately upon resolution of the grievance, appropriate action shall be taken, and if required, notice thereof shall be posted.

(b) A separate seniority list will be established for seasonal employees.

**ARTICLE 29 - VACANCIES AND NEW POSITIONS**

**29.01\***

In the event that a vacancy occurs or a new position is created within the Bargaining Unit, the Corporation shall solicit applications therefore, by posting through the online job portal, which shall describe the position, the qualifications required and the closing date for applications. Such notices shall be of a duration of not less than seven (7) calendar days. During the time of posting, the Corporation will provide a copy of the posting to the Union Office. This provision shall not preclude the Corporation from soliciting applications in any other manner, however, it is agreed that preference will be given qualified persons already in the employ of the Bargaining Unit. The name of the successful applicant shall be provided to the Union Office within five (5) working days of their appointment.

**29.02** The solicitation of applications for any vacant position shall not oblige the Corporation to appoint any applicant to such position. However, should the Corporation decide to fill any vacant position, the selection of any successful applicant shall be based upon qualifications and experience, of which the Corporation shall be the judge.

**29.03** The Corporation retains the right to fill any new position or vacancy on a temporary basis for a period of up to thirty (30) days.

### **ARTICLE 30 - TERMINATION OF EMPLOYMENT**

**30.01** Employees shall be terminated only for just cause or in the event of a reduction in the operations of the Corporation.

**30.02** Thirty (30) calendar days notice, in writing, shall be given to permanent employees whose services are to be terminated, except in the case of dismissal for cause or termination of probationary employees.

**30.03** (a) Subject to (b), ten (10) working days' notice in writing shall be given to temporary and seasonal employees whose services are to be terminated except in cases of dismissal for just cause.

(b) Temporary employees, who are advised that they are employed for a specific job or specific time period may receive a one (1) day's written notice should their termination be caused by factors beyond the control the Corporation.

**30.04\*** In cases where the notice given is less than that required under Clauses 30.02 and 30.03, salary shall be paid to the employee for the period by which the notice has been reduced.

**30.05** Employees shall give ten (10) working days' notice of intention to terminate.

**30.06** **Bumping Procedure**

For bumping purposes there shall be two distinct groups ranked as follows:

- 1) Permanent Employees
- 2) Seasonal Employees

An employee who is laid off or who is not recalled when a recall occurs, shall be entitled to bump an employee within their same group or a lower group, with the least seniority within a classification in the bargaining unit provided that:

- 1) the employee retained or recalled in accordance with this procedure is qualified and able to perform the duties required;
- 2) an employee who chooses to bump another employee in accordance with this procedure must exercise that right either before the effective date of lay-off (excluding cases where payment in lieu of notice is given, in which case the prescribed notice period will apply) or within ten (10) days of the occurrence of recall;
- 3) bumping shall be lateral or downward.

The employee who is bumped in accordance with this procedure shall be deemed to have been given notice of lay-off with effect from the date that the employee who exercised bumping rights was given notice of lay-off. The procedure outlined above shall also apply in the case of an employee who is bumped.

The employee who is bumped from a recall in accordance with this procedure shall be deemed not to have been recalled.

For the purpose of recall, the Corporation will be required to recall a seasonal employee as if the employee did not exercise bumping rights. For the purpose of lay-off, the Corporation will be required to issue notice of lay-off to the employee in accordance with the classification in which the employee is currently employed.

**ARTICLE 31 - TRAVEL EXPENSES**

**31.01** Employees who are authorized to use their private vehicles for the employer shall be reimbursed as follows:

<u>Effective Date</u>	<u>Rate</u>
2000 04 01	31.54 per km.

**31.02\*** (a)\* It is agreed that for the life of this Collective Agreement the allowable rates for meals and mileage will be adjusted in accordance with the provisions of Treasury Board Travel Regulations and with the same effective date.

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
US (USD\$)	\$12.18	\$19.68	\$28.38	\$60.24

Other	\$13.50	\$21.54	\$31.20	\$66.24
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- (b) In areas where the cost of meals is likely to exceed those rates, based on the opinion of the permanent head, vouchered expenses may be submitted.
- (c) For travel on the Employer's business of less than one (1) day which is in excess of twenty (20) kilometres from an employee's headquarters or place of residence, they shall be compensated in accordance with 31.02 (a) provided as follows:
  - (i) Breakfast - provided an employee is required by the Employer to leave on such business before 7:00 a.m.
  - (ii) Dinner - provided that an employee returns to their headquarters or place of residence after 7:00 p.m.
- (d) An employee is entitled to claim an incidental expense for each night on overnight travel status of \$ 5.00 per night.
- (e) An employee on overnight 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. (Amended)
- (f) Employees who provide their own accommodations while travelling on the Employers business will be compensated \$25.00.

**31.03** When an employee is required to travel for the employer, they will be given reasonable out-of-pocket expenses in advance for the estimated time they are expected to be away from their headquarters.

**31.04** (a) For the purpose of this Article, "travel time" means travel on the Employer's business authorized by the Employer between an employee's headquarters areas, as defined by the Employer, and a location outside the headquarters area and between locations outside the headquarters areas, to perform duties assigned by the Employer, during which the employee is required to travel outside their normal scheduled work period.

(b) "Travel Time" and the method of travel shall require the prior approval of the Employer.

(c) i) When the method of travel is set by the Employer, compensation for "travel time" shall be paid for the length of time between the Employee's departure from an authorized location and arrival at the place of lodging or work, whichever is applicable, at the authorized destination.

ii) An employee may, with the prior approval of the Employer, set alternate travel arrangements. The compensations payable may not, however, in any case, be greater than if the travel arrangements had been set in accordance with clause 31.04(c)(i).

(d) Subject to clause 31.04(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. The

permanent head or designate may, upon request of an employee, grant time off in lieu of compensation for any travel time, to a maximum of 20 hours per year. This time off in lieu shall either be used or paid out by the end of the fiscal year in which it is accrued.

- (e) Travel time is to be compensated as follows:
  - (i) For travel by air, sea, and other forms of public transportation, the time between the scheduled time of departure and the scheduled time of arrival at a destination plus one-half (½) hour.
  - (ii) For travel by personal, rental, or Corporation vehicle, the time required to proceed from the employee's place of residence or work place as applicable, directly to destination, and upon return, directly back to the employee's residence or work place, as applicable.

For the purpose of this sub-clause, travel time compensation will be based on one (1) hour for each seventy-two (72) KM to be travelled.

- (f) Provisions in this Clause 31.04 shall not apply to the following:
  - (i) For travel in connection with transfers, educational courses, training sessions, conferences, seminars or employment interviews.

### **ARTICLE 32 - RELOCATION EXPENSES**

**32.01** An employee who is required by the Employer to relocate from one geographic location to another or an employee who attains a position in another region through a job competition shall be eligible to claim relocation expenses in accordance with the Corporation's relocation expense policy.



### **ARTICLE 33 - SEVERANCE PAY**

**33.01\*** Employees shall not accrue service for severance purposes. Those employees who retained a severance bank at October 1, 2014 shall have such bank paid out upon termination of employment. This amount of this bank is based on the years of service and weekly salary at October 1, 2014.

### **ARTICLE 34 - REDUNDANCY PROVISION**

**34.01** Permanent employees whose positions are declared redundant or permanent employees who are displaced as a result of bumping 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. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly. Employees who are re-employed with any Employer in the provincial public service shall be required to pay back part of any severance pay/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 of the provincial public service. The amount repaid will be based on the net amount received by the employee or the amount paid to a financial institution on behalf of an employee.

### **ARTICLE 35 - CLASSIFICATIONS**

**35.01** Employees shall be notified, in writing, of any changes in their classification.

### **35.02 Request for Classification Review**

A request for classification review may be submitted by an employee if it is felt that the employee's position is improperly classified. Such a request for review shall be made in accordance with procedures outlined in Schedule "C". Once the PDQ has been completed, the supervisor will review and comment on the PDQ and must submit the PDQ to the Regional Director for comment and sign-off. The employee will be provided with the opportunity to review management comments and make their own additional comments prior to signing the PDQ a second time. Employees will also have the opportunity to submit the PDQ for review directly to the HR Department.

### **35.03 Classification Appeals**

The employee has the right to appeal classification decisions in writing within 14 days of receipt of classification review results. The Classification Appeal Adjudicator shall carry out its function in accordance with the Classification Review and Appeal Process set out in Schedule "C."

### **35.04 Effective Date of Classification Action**

Classification decisions arising out of an employee's request for review or appeal shall be retroactive to the date the request was first received by the Classification and Organizational Design Division of the Human Resource Secretariat of Government of Newfoundland and Labrador.

## **ARTICLE 36 - HARASSMENT**

**36.01** The Employer and the Union recognize the right of all employees of the Corporation to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. 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. In situations where the Union is in agreement with the discipline imposed, it shall not support any grievance arising from this action. The employer and Union further agree that victims of harassment shall be protected, where possible, from the repercussions which may result from complaint.

Should the Corporation's policies not result in settlement of a complaint to the satisfaction of the complainant, the complainant may file a complaint with the Human Right Commission in accordance with the prohibited grounds of discrimination under the Provincial Human Rights Code and/or file a grievance at either Step 1 or Step 2 of the grievance procedure, within five (5) working days of the Employer's written response to the complaint.

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

**Sexual Harassment:** 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:** Harassment of a personal nature is any behaviour by any person in the workplace that is directed at, and offensive to an employee, which endangers an employee's job, undermines the performance of

that job or threatens the economic livelihood of the employee and which the harasser knows or ought reasonably know to be offensive or threatening.

Where an employee feels they are the subject of harassment, that employee except for the most serious types of harassing behaviour (i.e. where personal health/safety may be at risk) shall advise the person(s) whose acts are considered harassing, that their behaviour is unwelcome.

### **ARTICLE 37 - DURATION OF AGREEMENT**

- 37.01\*** This agreement shall be effective from date of signing, except as otherwise provided, and shall remain in full force and effect until June 30, 2026.
- 37.02** Either of the parties to this Agreement may, within the sixty (60) day period immediately prior to the expiration of this Agreement, issue notice of its desire to terminate the Agreement or request negotiations for a renewal or revision of the Agreement.
- 37.03** 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 Collective Agreement.
- 37.04** **Amendment by Mutual Consent**  
It is agreed by the parties that any provision in this Agreement, other than the duration of the Agreement, may be amended by mutual consent of the Employer and the Union.

## **ARTICLE 38 – PORTABILITY**

**38.01** Employees who are accepted for employment with another employer or same employer covered by the coalition negotiations (Schedule “F”) within 120 calendar days of resignation shall retain portability respecting:

1. Accumulated sick leave credits;
2. Accumulated annual leave entitlements;
4. Service for annual leave entitlement purposes.

The recognition of the prior benefits shall not exceed the benefits available with the new Employer.

## **ARTICLE 39 - CRIMINAL OR LEGAL LIABILITY**

**39.01\*** 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 40 – APPRENTICES**

**40.01** Trades apprentices who maintain their standing in their apprenticeship program shall be employed in accordance with the terms of this Agreement, except that Articles 15, 22.01, 22.05(i), 24, 25, 28, 29, 30, 32, 34, and 35 do not apply

**40.02** Upon successful completion of the Apprenticeship program, ex-apprentices shall be given preference over outside job applicants for twelve (12) months from the date of termination.

**40.03** Service by an apprentice shall be credited towards total service if the

apprentice is re-employed in a regular position within twelve (12) months of successful completion of the apprenticeship program.

**40.04** In accordance with the Apprenticeship guidelines, Apprentices are subject to a six (6) month probation period.

**40.05** (a) Apprentices who successfully complete their Apprenticeship Program or who do not maintain their standing with the Apprenticeship Board shall be terminated and given notice as follows:

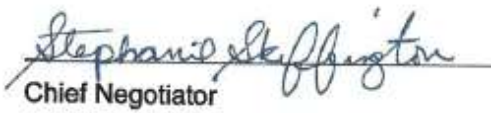
<b>Period of Employment</b>	<b>Notice</b>
Less than 3 months	No notice or pay in lieu
3 months or more but less than 2 years	1 week notice or pay in lieu of notice
2 years or more but less than 5 years	2 weeks notice or pay in lieu of notice

(b) The corporation retains the right to terminate the employment of apprentices in accordance with the schedule above

**SIGNED** on behalf of the Newfoundland  
and Labrador Housing Corporation

  
CEO

  
Witness

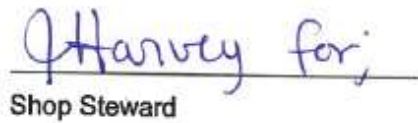
  
Chief Negotiator

  
Witness

**SIGNED** on behalf of the International  
Brotherhood of Electrical Workers,  
Local 1615

  
Business Manager

  
Witness

  
Shop Steward

  
Witness

**SCHEDULE "A"**

**SALARY AND WAGE IMPLEMENTATION FORMULA  
AND STEP PROGRESSION  
(IBEW)**

**SALARY IMPLEMENTATION FORMULA:\***

Effective June 1, 2022:

Increase all wage scales by 2%

Effective June 1, 2023:

Increase all wage scales by 2%

Effective June 1, 2024:

Increase all wage scales by 2%

Effective June 1, 2025:

Increase all wage scales by 2%

Effective date of signing, each bargaining unit employee will receive a one-time bonus payment of \$2,000 prorated based on regular full-time hours for the hours worked during the previous twelve (12) months. Retroactivity will be applied to wages only.

**RED CIRCLED EMPLOYEES:**

- (a) Red-circled employees whose regular salary or hourly wage rate does not exceed the maximum of the new salary scale on the respective date shall:
  - (i) be placed on Step 3 of the new scale; and
  - (ii) receive a cash payment of the difference between the percentage increase applicable for their salary or hourly wage rate and the increase received by being placed on Step 3. This cash payment will be paid bi-weekly for each regular hour worked.



- (b) Employees whose regular salary or hourly wage rate exceeds the maximum of the new scale for their respective positions shall receive a cash payment of the percentage increase applicable for their salary or hourly wage rate. This cash payment will be paid bi-weekly for each regular hour worked.

### **SPECIAL RATE – LEAD HAND**

Lead Hand to receive one dollar and twenty five cents (\$1.25) per hour over regular hourly rate.

### **STEP PROGRESSION**

- (1) Employees shall continue to advance one step on their respective scales for each twelve (12) months of service accumulated, effective when the additional twelve (12) months of service was accumulated.
- (2) New employees shall advance one step on their respective scales for each twelve (12) months of service, and thereafter from year to year for each additional twelve (12) months of service accumulated.

### **APPRENTICE RATE**

The electrician apprentice rate shall be tied to the CG-29 pay scale, unless the Journeyman rate is changed due to classification review. The Apprentice rates shall be revised as follows:

- (a) In the first year of employment, after successful completion of pre-apprenticeship training (first year apprentice), 70% of the first step of the Journeyman hourly rate.
- (b) Upon confirmation from the Industrial Training Section, Department of Education, that the apprentice has been granted status as a second year apprentice, 80% of the first step of the Journeyman hourly rate.
- (c) Upon confirmation from the Industrial Training Section, Department of Education, that the apprentice has been granted status as a third year apprentice, 90% of the first step of the Journeyman hourly rate.

**COMMON GRID**  
**Effective June 1, 2022**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	\$17.42	\$17.98	\$18.55
CG-09	\$17.56	\$18.14	\$18.66
CG-10	\$17.69	\$18.24	\$18.81
CG-11	\$17.79	\$18.39	\$18.97
CG-12	\$17.97	\$18.57	\$19.11
CG-13	\$18.14	\$18.73	\$19.36
CG-14	\$18.32	\$18.94	\$19.58
CG-15	\$18.55	\$19.19	\$19.83
CG-16	\$18.75	\$19.46	\$20.09
CG-17	\$19.06	\$19.79	\$20.50
CG-18	\$19.27	\$20.00	\$20.76
CG-19	\$19.66	\$20.46	\$21.22
CG-20	\$20.03	\$20.88	\$21.74
CG-21	\$20.40	\$21.29	\$22.23
CG-22	\$20.78	\$21.75	\$22.79
CG-23	\$21.21	\$22.24	\$23.30
CG-24	\$21.97	\$23.08	\$24.21
CG-25	\$22.85	\$24.00	\$25.18
CG-26	\$23.59	\$24.87	\$26.11
CG-27	\$24.49	\$25.78	\$27.09
CG-28	\$25.36	\$26.71	\$28.09
CG-29	\$26.02	\$27.43	\$28.90
CG-30	\$26.72	\$28.22	\$29.68
CG-31	\$27.74	\$29.24	\$30.82
CG-32	\$28.63	\$30.22	\$31.82
CG-33	\$29.56	\$31.19	\$32.88
CG-34	\$30.55	\$32.27	\$34.03
CG-35	\$31.66	\$33.51	\$35.32
CG-36	\$32.88	\$34.79	\$36.70
CG-37	\$34.05	\$36.05	\$38.04
CG-38	\$35.29	\$37.32	\$39.37
CG-39	\$36.47	\$38.62	\$40.81
CG-40	\$37.65	\$39.91	\$42.12
CG-41	\$38.55	\$42.00	\$45.46
CG-42	\$39.55	\$43.05	\$46.60
CG-43	\$41.03	\$44.70	\$48.39
CG-44	\$42.51	\$46.37	\$50.16
CG-45	\$44.01	\$48.04	\$51.98
CG-46	\$45.91	\$50.09	\$54.25

**COMMON GRID**  
**Effective June 1, 2023**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	\$17.77	\$18.34	\$18.92
CG-09	\$17.91	\$18.50	\$19.03
CG-10	\$18.04	\$18.60	\$19.19
CG-11	\$18.15	\$18.76	\$19.35
CG-12	\$18.33	\$18.94	\$19.49
CG-13	\$18.50	\$19.10	\$19.75
CG-14	\$18.69	\$19.32	\$19.97
CG-15	\$18.92	\$19.57	\$20.23
CG-16	\$19.13	\$19.85	\$20.49
CG-17	\$19.44	\$20.19	\$20.91
CG-18	\$19.66	\$20.40	\$21.18
CG-19	\$20.05	\$20.87	\$21.64
CG-20	\$20.43	\$21.30	\$22.17
CG-21	\$20.81	\$21.72	\$22.67
CG-22	\$21.20	\$22.19	\$23.25
CG-23	\$21.63	\$22.68	\$23.77
CG-24	\$22.41	\$23.54	\$24.69
CG-25	\$23.31	\$24.48	\$25.68
CG-26	\$24.06	\$25.37	\$26.63
CG-27	\$24.98	\$26.30	\$27.63
CG-28	\$25.87	\$27.24	\$28.65
CG-29	\$26.54	\$27.98	\$29.48
CG-30	\$27.25	\$28.78	\$30.27
CG-31	\$28.29	\$29.82	\$31.44
CG-32	\$29.20	\$30.82	\$32.46
CG-33	\$30.15	\$31.81	\$33.54
CG-34	\$31.16	\$32.92	\$34.71
CG-35	\$32.29	\$34.18	\$36.03
CG-36	\$33.54	\$35.49	\$37.43
CG-37	\$34.73	\$36.77	\$38.80
CG-38	\$36.00	\$38.07	\$40.16
CG-39	\$37.20	\$39.39	\$41.63
CG-40	\$38.40	\$40.71	\$42.96
CG-41	\$39.32	\$42.84	\$46.37
CG-42	\$40.34	\$43.91	\$47.53
CG-43	\$41.85	\$45.59	\$49.36
CG-44	\$43.36	\$47.30	\$51.16
CG-45	\$44.89	\$49.00	\$53.02
CG-46	\$46.83	\$51.09	\$55.34

**COMMON GRID**  
**Effective June 1, 2024**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	\$18.13	\$18.71	\$19.30
CG-09	\$18.27	\$18.87	\$19.41
CG-10	\$18.40	\$18.97	\$19.57
CG-11	\$18.51	\$19.14	\$19.74
CG-12	\$18.70	\$19.32	\$19.88
CG-13	\$18.87	\$19.48	\$20.15
CG-14	\$19.06	\$19.71	\$20.37
CG-15	\$19.30	\$19.96	\$20.63
CG-16	\$19.51	\$20.25	\$20.90
CG-17	\$19.83	\$20.59	\$21.33
CG-18	\$20.05	\$20.81	\$21.60
CG-19	\$20.45	\$21.29	\$22.07
CG-20	\$20.84	\$21.73	\$22.61
CG-21	\$21.23	\$22.15	\$23.12
CG-22	\$21.62	\$22.63	\$23.72
CG-23	\$22.06	\$23.13	\$24.25
CG-24	\$22.86	\$24.01	\$25.18
CG-25	\$23.78	\$24.97	\$26.19
CG-26	\$24.54	\$25.88	\$27.16
CG-27	\$25.48	\$26.83	\$28.18
CG-28	\$26.39	\$27.78	\$29.22
CG-29	\$27.07	\$28.54	\$30.07
CG-30	\$27.80	\$29.36	\$30.88
CG-31	\$28.86	\$30.42	\$32.07
CG-32	\$29.78	\$31.44	\$33.11
CG-33	\$30.75	\$32.45	\$34.21
CG-34	\$31.78	\$33.58	\$35.40
CG-35	\$32.94	\$34.86	\$36.75
CG-36	\$34.21	\$36.20	\$38.18
CG-37	\$35.42	\$37.51	\$39.58
CG-38	\$36.72	\$38.83	\$40.96
CG-39	\$37.94	\$40.18	\$42.46
CG-40	\$39.17	\$41.52	\$43.82
CG-41	\$40.11	\$43.70	\$47.30
CG-42	\$41.15	\$44.79	\$48.48
CG-43	\$42.69	\$46.50	\$50.35
CG-44	\$44.23	\$48.25	\$52.18
CG-45	\$45.79	\$49.98	\$54.08
CG-46	\$47.77	\$52.11	\$56.45

**COMMON GRID**  
**Effective June 1, 2025**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	\$18.49	\$19.08	\$19.69
CG-09	\$18.64	\$19.25	\$19.80
CG-10	\$18.77	\$19.35	\$19.96
CG-11	\$18.88	\$19.52	\$20.13
CG-12	\$19.07	\$19.71	\$20.28
CG-13	\$19.25	\$19.87	\$20.55
CG-14	\$19.44	\$20.10	\$20.78
CG-15	\$19.69	\$20.36	\$21.04
CG-16	\$19.90	\$20.66	\$21.32
CG-17	\$20.23	\$21.00	\$21.76
CG-18	\$20.45	\$21.23	\$22.03
CG-19	\$20.86	\$21.72	\$22.51
CG-20	\$21.26	\$22.16	\$23.06
CG-21	\$21.65	\$22.59	\$23.58
CG-22	\$22.05	\$23.08	\$24.19
CG-23	\$22.50	\$23.59	\$24.74
CG-24	\$23.32	\$24.49	\$25.68
CG-25	\$24.26	\$25.47	\$26.71
CG-26	\$25.03	\$26.40	\$27.70
CG-27	\$25.99	\$27.37	\$28.74
CG-28	\$26.92	\$28.34	\$29.80
CG-29	\$27.61	\$29.11	\$30.67
CG-30	\$28.36	\$29.95	\$31.50
CG-31	\$29.44	\$31.03	\$32.71
CG-32	\$30.38	\$32.07	\$33.77
CG-33	\$31.37	\$33.10	\$34.89
CG-34	\$32.42	\$34.25	\$36.11
CG-35	\$33.60	\$35.56	\$37.49
CG-36	\$34.89	\$36.92	\$38.94
CG-37	\$36.13	\$38.26	\$40.37
CG-38	\$37.45	\$39.61	\$41.78
CG-39	\$38.70	\$40.98	\$43.31
CG-40	\$39.95	\$42.35	\$44.70
CG-41	\$40.91	\$44.57	\$48.25
CG-42	\$41.97	\$45.69	\$49.45
CG-43	\$43.54	\$47.43	\$51.36
CG-44	\$45.11	\$49.22	\$53.22
CG-45	\$46.71	\$50.98	\$55.16
CG-46	\$48.73	\$53.15	\$57.58

**SCHEDULE "A1"**

**CLASSIFICATIONS**

<b><u>WORKING TITLE</u></b>	<b><u>CLASSIFICATION</u></b>	<b><u>SPEC. #</u></b>	<b><u>PAY RANGE #</u></b>
Carpenter B	Trades Worker I	J036	CG 24
Maintenance Repairperson B	Trades Worker IB	J038	CG 26
Storekeeper	Storekeeper I	B246	CG 24

**SCHEDULE "B"**

**CLOTHING ELIGIBILITY & REPLACEMENT SCHEDULE**

<b>Working Title</b>	<b>Safety Boots/ Shoes</b>	<b>Hard Hat</b>	<b>Rubber Boots</b>	<b>Raincoat /Rainsuit</b>	<b>Pants</b>	<b>Shirts</b>	<b>Bib/ Overalls/ Coveralls/ Smock Coat</b>	<b>Summer Jacket</b>	<b>Winter Jacket</b>
Carpenter B	1	1	1	1	3	3	2	1	1
Maintenance Repairperson B	1	1	1	1	3	3	2	1	1
Storekeeper	1	1	n/a	1	2	3	1 (smock coat)	1	1
Replacement Schedule (Years)	1	5	2	2	1	1	2	2	2
Note: Issuance of jackets as per the replacement schedule indicated above shall be during the month of May for a summer jacket and October for a winter jacket									

## SCHEDULE "C"

### THE CLASSIFICATION AND APPEAL PROCESS

#### A. Definitions

1. "Appeal" means a request by an employee to the Classification Appeal Adjudicator to review specific factor allocations determined by the Classification & Organizational Design Division that they considers being incorrect.
2. "Adjudicator" refers to an individual who is appointed to the position of Classification Appeal Adjudicator of the Public Service Commission.
3. "Classification" means the identification of a position by reference to a classification title and pay range number.
4. "Classification Appeal Adjudicator" means the individual appointed to function in accordance with these procedures.
5. "Day" means a working day.
6. "Factor" means a compensable job element that applies to all jobs.
7. "Factor Rating" means the numerical value assigned to a factor.
8. "Permanent Head" means permanent head as defined below, or any official authorized by them to act on their behalf:
  - in respect of persons employed by government departments, the Deputy Minister of the department concerned;
  - in respect of employees of agencies not specifically covered by the definitions in this section, the highest management official in these agencies;



- in respect of employees of Board operated hospitals and homes the CEO and/or Executive Director.

9. "Review" means a re-appraisal or re-assessment of an employee's position classification by the Classification & Organizational Design Division of the Human Resource Secretariat upon request of an employee or the permanent head on behalf of an organization.

10. "Treasury Board" means Treasury Board as constituted pursuant to *The Financial Administration Act* as now or hereafter amended.

11. "Organization" means the Government of Newfoundland and Labrador, commission, agency, hospital or other entity mentioned in Section A.8.

## **B. Classification Review Process**

1. The process of a classification review shall be available to an organization if the organization considers that a position has been improperly classified by the Classification & Organizational Design Division of the Human Resource Secretariat.

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 by the Classification & Organizational Design Division of the Human Resource Secretariat.

2. A review 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. Organizations or employees who wish to have a position reviewed are able to do so by submitting a Position Description Questionnaire (PDQ) to the Classification & Organizational

Design Division, Human Resource Secretariat, Confederation Building, St. John's, A1B 4J6. Employees may use the Microsoft Word version of the PDQ or complete and submit the PDQ online.

Information on access to the necessary documents can be found in the Human Resource Secretariat's website <http://www.exec.gov.nl.ca/exec/hrs/newjobevaluation.html>

4. A request for review shall be regarded as closed:

- when a decision is rendered thereon by the Classification & Organizational Design Division;
- if the employee(s) requests in writing the withdrawal of the request for review;
- in the event an employee is dismissed with cause. If the employee separates from the organization for a reason other than dismissal for cause, the employee may request the difference in pay as a result of an outstanding classification review but would not be entitled to a further review or appeal; or
- if the permanent head, in the case of an organization request for review, requests in writing the withdrawal of the request for review.

5. All documents relating to a classification review shall be maintained by the Classification & Organizational Design Division. Copies of such classification review materials shall be provided to the Classification Appeal Adjudicator upon its request.

### **C. Classification Appeal Process**

1. If an employee is dissatisfied with the decision of the Classification & Organizational Design Division, an appeal of the decision may be submitted to the Classification Appeal Adjudicator of the Public Service Commission. The request for an appeal must identify which factor(s) is/are being challenged and the associated rationale for each factor(s). The appeal process is restricted to those factors identified as being challenged and sufficient reasoning provided.

2. All such appeals shall be submitted to the Classification Appeal Adjudicator in writing within a period of not more than fourteen (14) days after the receipt by an employee of notification of the Classification & Organizational Design Division's decision as above mentioned.
3. A classification appeal of specific factor(s) shall not be accepted by the Classification Appeal Adjudicator based on job content which differs from that reviewed by the Classification & Organizational Division. In such a case, the employee or group of employees shall first approach the Classification and Organizational Division seeking a further review on the basis of the new circumstances involved.
4. The Classification Appeal Adjudicator shall be an independent position created within the Public Service Commission.
5. The Classification Appeal Adjudicator is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures.
6. Changes in these procedures shall be recommended for approval only after co-ordination with the Public Service Commission, and the Human Resource Secretariat.
7. The Classification Appeal Adjudicator may render decisions based on the information provided or may hold hearings if deemed necessary. The appellant may be required to appear at any time and in any place in the province deemed desirable.
8. The Classification Appeal Adjudicator shall only consider and rule upon the factors challenged by an individual employee, or group of employees having identical classifications, provided that such employee or group shall first have submitted their request in accordance with Section 3 of Part B and shall have been notified in writing of the Classification & Organizational Design Division's decision on the request.

9. The Classification Appeal Adjudicator has the right to refuse to receive or hear an appeal if it considers that the grounds on which the appeal was submitted are irrelevant or not in accordance with Sections 1 and 2 of Part B.

10. The employing organization concerned shall allow time off from regular duties to any employee who is required by the Classification Appeal Adjudicator to appear before them and, in respect of such absence; the employee shall be regarded as being On Her Majesty's Service (O.H.M.S.). 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 Classification Appeal Adjudicator may request the Classification & Organizational Design Division to assemble all pertinent information prepared as a result of the classification review, a copy of which will be provided to the appellant and the immediate supervisor by the Classification Appeal Adjudicator.

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 Classification Appeal Adjudicator within fourteen (14) days of receiving the file, a written statement including any supporting documentation which details their questions or comments.

13. A copy of the appellant's written statement and supporting documentation will be sent by the Classification Appeal Adjudicator, within three (3) days of receipt, to the Classification & Organizational Design Division who may respond or be requested to respond in writing within fourteen (14) days to the questions or observations raised by the appellant. Such response shall be forwarded by the Classification Appeal Adjudicator to the appellant within three (3) days of receipt. This cumulative documentation shall then constitute the entire appeal file to be considered by the Classification Appeal Adjudicator.

14. Where the Classification Appeal Adjudicator is satisfied that all relevant documentation is on file, it shall determine whether a hearing is warranted or if a decision can be rendered on the basis of the written documentation provided.

15. Where in the opinion of the Classification Appeal Adjudicator a group of appellants' position description questionnaires are sufficiently similar, have identical ratings and the appellants are employed in the same classification by the same organization, the Adjudicator may propose the consolidation of individual appeals to those appellants such that the appeals of individuals may be decided upon in a group appeal.

16. Where the Classification Appeal Adjudicator proposes a group review, the individual appellants must indicate their agreement with the group review in writing.

17. Where not all appellants agree to consolidation, the Classification Appeal Adjudicator will first decide on a consolidated basis the appeals of those appellants who are in agreement with consolidation. Those appellants not in agreement shall be provided an opportunity for individual review, as soon as practical following the determination of a consolidated appeal.

18. When the Classification Appeal Adjudicator renders a decision on those factors challenged on the basis of the written documentation, notification of such decision on those factors challenged shall be forwarded to the Classification & Organizational Design Division. The Classification & Organizational Design Division will notify and provide the necessary authority to the employing agency as well as provide a copy of the Classification Appeal Adjudicator's decision and the impact, if any, on the position to the appellant and his/her designate.

19. If a hearing is warranted, the appellant, a permanent head or management designate and a representative of Classification & Organizational Design Division may be requested to appear before the Classification Appeal Adjudicator.

20. Appellants are to be given two opportunities to postpone appeal hearings after which appeals will then be withdrawn by the Classification Appeal Adjudicator.

21. The hearing will be presided over by the Classification Appeal Adjudicator who will retain control over the conduct of the hearing and who will rule on the relevancy of any questions raised by any of the parties.

22. The Classification Appeal Adjudicator may adjourn the hearing and order the appearance of any person or party who, at the Classification Appeal Adjudicator's discretion, it deems necessary to appear to give information or to clarify any issue raised during the hearing.

23. Following the conclusion of the hearing, the Classification Appeal Adjudicator will deliberate on and consider all relevant evidence and supporting information. Within fifteen (15) working days of reaching a decision, the Classification Appeal Adjudicator shall inform the Classification & Organizational Design Division in writing over the signature of the Classification Appeal Adjudicator of their decision on those factors challenged and a detailed explanation of the rationale of any change from the Classification & Organizational Design Division's original determination. The Classification & Organizational Design Division will notify and provide the necessary authority to the employing agency as well as provide a copy of the Classification Appeal Adjudicator's decision and the impact, if any, on the position to the appellant and their designate.

24. The Classification Appeal Adjudicator is required to submit written reasons to the Classification & Organizational Design Division for those decisions that result in changes in the factors challenged.

25. The impacts of changes in ratings arising from decisions of the Classification Appeal Adjudicator shall be processed by the Classification & Organizational Design Division in accordance with the Human Resource Secretariat's compensation policies.

26. The decision of the Classification Appeal Adjudicator on an appeal is final and binding on the parties to the appeal.

27. An appeal shall be regarded as closed:

- when a decision is rendered thereon by the Classification Appeal Adjudicator;
- if the appellant requests in writing the withdrawal of the appeal;
- in the event an employee is dismissed with cause; or
- if the appellant postpones a hearing in accordance with Section 20 of Part C.

## **SCHEDULE "D"**

### **Special Groups Excluded from the Bargaining Unit**

Regional Director  
Regional Maintenance Manager  
Regional Supervisor, Programs and Inspections  
Field Supervisor

Students and Employees covered by Order of Certification issued to CUPE, Local 1860 by the Labour Relations Board of the Province of Newfoundland and Labrador.



**SCHEDULE "E"**

**NUMBER OF WEEKS OF PAY IN LIEU OF NOTICE**

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

**SCHEDULE "F"**

**AGREEMENTS (NAPE)**

Air Services  
College of the North Atlantic Faculty  
College of the North Atlantic Support Staff  
Central Laundry  
Gander and District Continuing Care  
General Service  
Group Homes  
Health Professionals  
Hospital Support Staff  
Lab & X-Ray  
Maintenance and Operational Services  
Marine Service Workers  
Newfoundland Liquor Corporation  
Workplace Health, Safety and Compensation Commission  
Ushers

**AGREEMENTS (CUPE)**

Government House  
Group Homes and Transition Houses  
Hospital Support Staff  
Libra House, Goose Bay  
Newfoundland and Labrador Housing Corporation  
Provincial Information & Library Resources Board

**MEMORANDUM OF UNDERSTANDING**

**Redundancy Provision  
&  
Schedule E - Weeks Notice or Pay in Lieu on Redundancy**

It is agreed that in the event the Corporation should amend the redundancy provision and associated schedule applicable to other NLHC bargaining unit employees, such amended provision and schedule shall be extended to employees within the IBEW bargaining unit, upon the union requesting same.

(Agreed May 14, 1998)

## MEMORANDUM OF AGREEMENT

### PENSIONS

1. Introduction of a formal indexing program for those pensioners and survivors who have reached age 65, as follows:

60% of the annual change in the national CPI as published by Statistics Canada (Catalogue 62-001), in the calendar year immediately preceding the anniversary date, to a maximum annual increase of 1.2%;

- a) For those pensioners and survivors who have attained age 65 from October 1, 2002; and
- b) For those pensioners and survivors who are not age 65, from the next anniversary date after the date they reach age 65.

Cost: 2% of salary to be shared equally by both parties.

Anniversary Date: October 1, 2002 and every October 1 thereafter.

2. Government will pay \$ 982 Million into the Public Service Pension Plan (PSPP), with \$400 Million being paid on March 15, 2007 and the remaining balance of \$582 Million will be paid by June 30, 2007.
3. It is agreed that the payment outlined in Clause 2 above is full settlement of Government's share of the unfunded liability of the PSPP as established on December 31, 2000 and outlined in section 2 of the Memorandum of Understanding - 2004, Agreement on Pensions and there shall be no further special payments.
4. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship by **April 1, 2012**.  
  
All reasonable costs of the Committee relating to professional, legal and support services shall be paid from the Pension Fund.
5. All unions representing Public Service Pension Plan members must indicate, in writing, acceptance of this proposal.

6. For the duration of the Collective Agreement the Employer agrees to maintain the Public Service Pension Plan as an independent pension plan.

January, 2009

**LETTER OF UNDERSTANDING**  
**MARKET ADJUSTMENT**

This will confirm our understanding reached during negotiations whereby if the Employer determines that it is unable to recruit/retain employees in specific positions at a particular geographic site, the Employer may provide benefits to employees beyond those outlined in the collective agreement.

January 2009

**LETTER OF UNDERSTANDING**

October 16, 2019

Mr. Jabez Lane  
IBEW Local 1615  
203 Park Avenue  
Mount Pearl, NL  
A1N 1L1

*Re: Changes to Schedule "A1"*

Dear Mr. Lane:

This will confirm our understanding reached during negotiations that if through the job evaluation process the current classifications and working titles change, the Union and the Corporation agree to make the necessary changes to "Schedule A1- Classifications" to update the classifications, working titles, spec. numbers and pay range numbers as necessary.

Sincerely,



Lavinia Sutton  
Manager, Staffing and Classifications

## LETTER OF UNDERSTANDING

April 6, 2022

Mr. Jabez Lane  
IBEW Local 1615  
203 Park Avenue  
Mount Pearl, NL  
A1N 1L1

Dear Mr. Lane,

### **Re: Other Post-Employment Benefits (“OPEB”) Eligibility**

The parties hereby confirm and acknowledge:

1. Former employees who are deferred pensioners within the meaning of the *Other Post-Employment Benefits Modification Act*, S.N.L. 2014 c.O-9 (the “Act”) shall, as of the coming into force of the Act, only be entitled to OPEB in accordance with the Act.
2. Current employees as of the date of signing of the collective agreement who retire not later than December 31, 2019, with a minimum of five (5) years’ pensionable service shall qualify for OPEB.
3. Current employees as of the date of signing of the collective agreement who retire after December 31, 2019, shall qualify for OPEB only where such employees are:
  - a. Pension eligible;
  - b. Have a minimum of ten (10) years’ pensionable service; and
  - c. Retire and commence receipt of a pension immediately on ceasing active employment in the public service.
4. Employees who are hired subsequent to the date of signing of the collective agreement (“Newly Hired Employees”), shall qualify for OPEB only where such employees are:
  - a. Pension eligible;
  - b. Have a minimum of fifteen (15) years’ pensionable service; and
  - c. Retire and commence receipt of a pension immediately on ceasing active employment in the public service.
5. Former employees who are rehired following loss of seniority subsequent to the



dates of signing of the collective agreement shall be considered to be Newly Hired Employees for the purpose of this Letter of Understanding.

6. Notwithstanding clause 5 above:
  - (a) Employees with service prior to the date of signing of the collective agreement who are hired subsequent to the date of signing of the collective agreement who retain portability of benefits under the collective agreement;  
or
  - (b) Employees with service prior to the date of signing of the Collective Agreement who are employed outside the bargaining unit in the public service and are re-employed in an IBEW Public Service bargaining unit position subsequent to the date of signing of the Collective Agreement without a break in service in the Public Service shall not be considered to be Newly Hired Employees for the purpose of this Letter of Understanding.
7. Employees who do not meet the criteria noted in clauses 2, 3 or 4 above shall not be entitled to OPEB on ceasing active employment in the public service.
8. Employees who become entitled to OPEB pursuant to clauses 2 or 3 above shall pay 50% of the premiums of the plan and the employer shall pay 50%.
- 9.\* Newly Hired Employees who become entitled to OPEB pursuant to clause 4 above shall pay premiums of the plan on the basis of their date of hire as follows:
  - (a) employees hired up to March 31, 2020 shall pay 50% of the premiums of the plan and the employer shall pay 50%; and
  - (b) employees hired subsequent to March 31, 2020 shall pay 60% of the premiums of the plan and the employer shall pay 40%.
- 10.\* Former employees who are rehired subsequent to March 31, 2020 and who become entitled to OPEB pursuant to clause 4 above shall be required to pay premiums in accordance with clause 9(b) above.
11. This Letter of Understanding, made pursuant to s.3(2) of the Act, shall prevail where any term herein conflicts with a provision of the collective agreement, one of its Schedules, Letters of Memoranda or Agreement, including, without limitation, any practice, settlement of dispute, agreement or arbitration award arising from events prior to the coming into force of the Act.
12. Nothing in this Letter of Understanding shall have the effect of waiving or negating, in whole or in part, any requirement, procedural or substantive, under a Group Health and Life Insurance program or policy sponsored by the employer, e.g., the filing of continuation or other required forms, provision of proof of insurability, etc....

13. This Letter of Understanding may be executed in any number of counterparts, each of which will be considered an original of same, and which together will constitute one and the same instrument. A facsimile signature or an otherwise electronically reproduced signature of any party shall be deemed to be an original.

## **LETTER OF UNDERSTANDING\***

Mr. Jabez Lane  
IBEW Local 1615  
203 Park Avenue  
Mount Pearl, NL  
A1N 1L1

Dear Mr. Lane,

### **Other Post-Employment Benefits**

The Employer has identified challenges with respect to the funding of Other Post-Employment Benefits (OPEBs) and the potential sustainability of the Group Insurance Plan. IBEW agrees to engage in a joint collaborative process with the Employer and other interested stakeholders to meet within ninety (90) days of the signing of the Collective Agreement to discuss possible solutions to these challenges.

January 2024

## **LETTER OF UNDERSTANDING\***

Mr. Jabez Lane  
IBEW Local 1615  
203 Park Avenue  
Mount Pearl, NL  
A1N 1L1

Dear Mr. Lane,

### **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 the collective agreement. The Employer will endeavor 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 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, 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 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 endeavor to accommodate such requests received after November 15 in the calendar year before the new designations take effect, subject to operational requirements and availability of replacement staff. Requests will not be unreasonably be 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 vacation, banked overtime, or other like paid banks to cover the missed day of work.

January 2024



Newfoundland  
and Labrador  
Housing  
Corporation

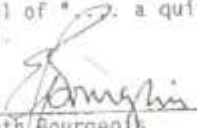
P.O. Box 220, 2 Canada Drive, St. John's, Newfoundland, A1C 5L7 • (709) 745-0100 • Fax (709) 745-2386  
• Toll Free 1-800-563-6542

LETTER OF AGREEMENT

With reference to recent discussions on the hours of work the parties understand and agree:


- (1) That the one (1) hour lunch period as provided in 12.01 will be revised to a one-half (1/2) hour lunch period; consequently,
- (2) That the quitting time will be one-half (1/2) hour earlier;
- (3) That seasonal and temporary employees will take the afternoon rest period at their assigned work location and that subject to operational requirements and management direction, the morning rest period may be taken at either their assigned work location or the maintenance shop; and
- (4) That subject to operation requirements and management direction, permanent employees may take the morning and the afternoon rest periods at either their assigned work location or the maintenance shop.

The parties further agree that, upon giving one weeks notice in writing, either the Employer or the Union may discontinue the revised lunch period and quitting time and revert to the provisions of 12.01 of "a quitting time of 5:00 pm with one (1) hour for lunch."

  
Elizabeth Bourgeois  
Director, Human Resources

Date:

91.07.23

  
Bob Clarke  
Business Manager

Date:

July 23<sup>rd</sup> / 91



Newfoundland  
and Labrador  
Housing  
Corporation

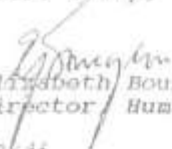
P.O. Box 200, St. John's, NL A1B 2X9

Mr. Robert Clarke  
Business Manager  
I.B.E.W.  
P. O. Box 343  
St. John's, NF  
A1C 5J9

Dear Mr. Clarke:

It is agreed that the Employer (NLHC) will, where operational and financial requirements render it feasible, make every reasonable effort to carry out work through the assignment of a qualified and readily available work crew of seasonal and/or temporary employees who are on lay-off status. Upon lay-off employees are required to indicate in writing to the Employer their availability for such assignments.

Yours truly,

  
Elizabeth Bourgeois  
Director Human Resources

EB/ji



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Mr. R. Clarke  
Business Manager  
I.B.E.W.  
P.O. Box 343  
St. John's, NF  
A1C 5J9

Dear Mr. Clarke:

Where the exigencies of the Corporation permit, hourly paid employees will be treated in the same manner as salaried employees with respect to summer hours.

Yours truly,

Richard L. Loder  
Director of Administration  
& Industrial Relations







Newfoundland  
and Labrador  
House of  
Assembly

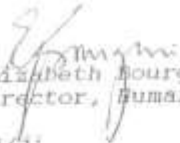
Mr. Robert Clarke  
Business Manager  
IBEW  
P. O. Box 343  
St. John's, NF  
A1C 5J9

Dear Mr. Clarke:

Re: Employment of Summer Students

It is agreed that while seasonal employees are on lay-off status, the Employer (NLHC) will, in lieu of hiring summer students, offer to laid-off seasonal employees the opportunity of employment performing the duties which would normally be assigned to grounds maintenance students, provided the seasonal employee is qualified and able to perform the work required.

Yours truly,

  
Elizabeth Bourgeois  
Director, Human Resources

EB/ji