



**Registered
Nurses'
Union**

Newfoundland & Labrador

COLLECTIVE AGREEMENT

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF
NEWFOUNDLAND AND LABRADOR**

(REPRESENTED HEREIN BY THE TREASURY BOARD)

**ON BEHALF OF ITS MEMBER HOSPITALS
AND AGENCIES AS**

LISTED IN SCHEDULE "C"

AND

THE NEWFOUNDLAND AND LABRADOR NURSES' UNION

**REPRESENTING THE REGISTERED NURSES EMPLOYED
BY CERTAIN OF THE HOSPITALS**

**AND INSTITUTIONS IN THE PROVINCE
LISTED IN SCHEDULE "C",**

**IN ACCORDANCE WITH THE RESPECTIVE
CERTIFICATION ORDERS**

SIGNED: SEPTEMBER 4, 2014

EXPIRES: JUNE 30, 2016

THIS AGREEMENT made this 4th day of September Anno Domini,
Two Thousand and Fourteen.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND
AND LABRADOR represented herein by the Treasury Board

of the one part

AND

THE NEWFOUNDLAND AND LABRADOR NURSES' UNION
representing the registered nurses employed by certain of the hospitals and institutions in the Province listed in Schedule "C" in accordance with the respective certification orders

of the other part;

THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants, conditions, stipulations and provisos herein contained, the parties hereto agree as follows:

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships among the Employer, the employees and the Union and to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.

ARTICLE 2 - INTERPRETATIONS AND DEFINITIONS

- *2.01 For the purpose of this Agreement:

- *(a) **“Casual Employee”** means any employee who works on an occasional or intermittent basis.
- (b) **“Chief Executive Officer”** means the highest management officer of the hospital or her/his designated representative.
- (c) **“Chief Operating Officer/Vice President or designate”** means the Chief Operating Officer/Vice President of Nursing Service and/or Education, or person acting in either capacity.
- (d) **“Day”** means a calendar day, e.g. Sunday, Monday, etc. unless otherwise specified in the Agreement.
- (e) **“Day of Rest”** means a calendar day on which an employee is not ordinarily required to perform the duties of her/his position other than:
 - (i) a designated holiday;
 - (ii) a calendar day on which the employee is on leave of absence.
- (f) **“Employee”** means any person included in the bargaining unit who is employed by the Employer for remuneration including all full-time, part-time, temporary, and casual employees.

- (g) “**Employer**” means the Treasury Board or a hospital listed in Schedule “C” represented herein by the Newfoundland and Labrador Health Boards Association.
- (h) “**Experience**” means time worked as a registered or graduate nurse where such work is acceptable for the purposes of obtaining and maintaining an active licence to practice nursing. In order for an employee to receive credit for any past experience, she/he must make every reasonable effort to provide written documentation from her/his previous Employer(s) to her/his Employer outlining the length and type of experience worked. Credit for past experience shall be applied from fourteen days prior to the date the employer receives written documentation of same.
- (i) “**Grievance**” is a difference rising out of the interpretation, application, administration or the alleged violation of the provisions of this Agreement.
- (j) “**Holiday**” means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.
- (k) “**Hospital**” means a hospital, home or agency listed in Schedule “C”.
- (l) “**Month**” is a calendar month e.g. January, February, etc.
- (m) “**Month of Service**” means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of one hundred and fifty (150) working hours.
- (n) “**Nurse**” means a registered or unregistered nurse who is employed by the Employer in one of the classifications listed in Schedule “D”.

- (o) **“Part-time Employee”** means any employee who has completed her/his probationary period of four hundred and eighty-seven point five (487.5) working hours and who shall be regularly scheduled to work the number of shifts each week as specified in her/his letter of appointment unless otherwise mutually agreed between the Employer and the Employee. The letter of appointment shall be provided within thirty (30) days of her/his appointment to the part-time position. Notwithstanding the above, the hours of work shall be less than those applicable to a full-time employee in her/his classification.
- (p) **“Probationary Period”** means a period of continuous employment of ninety (90) calendar days from the date of last hiring. If an employee has not completed four hundred eighty-seven point five (487.5) hours of work during this period, her/his probationary period may be extended until she/he has actually completed four hundred eighty-seven point five (487.5) hours of work. For the purpose of this clause, any time off from work excluding statutory holidays, annual leave, or leave in lieu of overtime pay shall not be considered as time worked. Employees whose probationary periods are extended in this manner shall be notified in writing by the Employer before such extensions shall take effect.
- (q) **“Promotion”** means a change from one classification to another classification for which a higher salary is paid.
- (r) **“Registered Nurse”** means a registered nurse as defined in the Newfoundland and Labrador Registered Nurses’ Act. - 1990.
- (s) **“Service”** means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding one hundred fifty (150) working hours in the aggregate in any year unless otherwise specified in this Agreement.

(t) **“Shift”**

(i) Eight (8) Hour Shifts

“Shift” means the normal consecutive working hours scheduled for each employee which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period there will normally be three (3) shifts, viz, day, evening, and night. The first shift of each day shall commence at 0001 hours.

(ii) Twelve Hour Shifts

“Shift” means the normal consecutive working hours scheduled for each employee which occurs in any twenty-four (24) hour period. There will normally be two (2) shifts in a twenty-four (24) hour period viz, day and night. The day shift shall start between the hours of 0730 and 0830. The night shift shall start between the hours of 1930 and 2030.

*(u) **“Standby”** means any period of time during which an employee is designated to be available to return to duty when called upon by her/his Employer.

(v) **“Temporary Assignment”** means the explicit assignment of an employee by the Employer to fill temporarily a position on a higher classification and for which a higher rate of pay is applicable.

(w) **“Temporary Employee”** means an employee who is employed for a specified period of time to fill a position which is vacant, due to the absence of a permanent employee through illness, accident, vacation or approved leave of absence. Any position occupied by a temporary employee shall be assumed by the holder of the permanent position on her/his return to duty. If the position for which the temporary employee was hired becomes vacant it shall be posted in accordance with Article 24 of the Agreement.

(x) **“Union”** means the Newfoundland and Labrador Nurses’ Union. Whenever it is required in the Agreement that the consent of the Union be obtained, or that

notice be given to the Union, these references shall be taken to mean the head office of the Newfoundland and Labrador Nurses' Union, 229 Majors Path, St. John's, Newfoundland and Labrador.

- (y) **“Unregistered Nurse”** means a nurse who has graduated from an approved school of nursing, but whose registration with the Association of Registered Nurses of Newfoundland and Labrador is pending.
- (z) **“Week”** means the period from 0001 hours Monday to 0001 hours the following Monday inclusive.

ARTICLE 3 - RECOGNITION

3.01 Recognition of Union

- (a) The Employer recognizes the Union as the sole bargaining agent for those employees employed by the Employer in the classifications specified in Schedule “D”.
- (b) In the event that there is a merger, amalgamation, consolidation or change of Employer, the representation rights of the Union shall be protected based on the Public Service Collective Bargaining Act.

3.02 New Classifications

In the event of the creation of a new classification during the term of this Agreement, the Employer agrees to consult with the Union as to whether such classification should be included in the bargaining unit. Should the parties be unable to agree, the matter shall be referred to the Labour Relations Board for adjudication.

3.03 No Private Agreement

There shall be no written or verbal agreement between an employee and the Employer which may conflict with the terms of the Collective Agreement except where mutually agreed between the employee, the Union and the Employer.

3.04 Agreement Overrides Hospital Policy

The provisions of this Collective Agreement shall take precedence over any and all policies, rules and regulations made by the Employer concerning wages, benefits or working conditions affecting employees within the scope of this Collective Agreement.

3.05 Future Legislation

In the event that any law passed by the Legislature applying to the employees covered by this Agreement renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.

3.06 Union Access

Employees shall have the right at any time to have the assistance of a paid representative(s) of the Union on all matters relating to Employer-employee relationships. Union representative(s) shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances shall not absent themselves from work except with permission from their immediate supervisor, and such permission will not be unreasonably withheld.

3.07 Permission to Hold Meetings

Permission to hold Union meetings on the Employer's premises shall be obtained from the Chief Executive Officer and such meetings shall not interfere with the operation of the Employer.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the hospital under its control and to direct the working force is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement. Should a question arise as to the exercise of management's rights in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedure.

ARTICLE 5 - EMPLOYEE RIGHTS

- *5.01 Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to the Chief Executive Officer or designate.

5.02 Professional Practices Committee

(a) **Formation**

Within sixty (60) days of receipt of a written request from the Union, the Employer and the branch shall form a Professional Practices Committee (PPC) in all places of employment employing six (6) or more employees, unless such a committee already exists and is functioning.

(b) **Composition of the Committee**

This Committee shall be composed of three (3) registered nurses designated by the Union and three (3) persons designated by the Employer. An officer(s) or a representative(s) of the Union may attend meetings as a consultant. The Employer may also appoint a person(s) as a consultant. Each party shall endeavour to notify the other, seven (7) calendar days in advance of the attendance of a consultant at the meeting.

(c) **Provincial Committee**

Places of employment employing less than six (6) employees shall be covered by a provincial Committee. This Committee shall be composed of equal representation from the Union and the Employer.

(d) **Meetings of the Committee**

The Committee shall meet at the request of either one of the parties but in any case at least once a month, unless mutually agreed otherwise. Employees who sit on the Committee shall be released from duty without loss of remuneration to attend meetings of the Committee or to perform any work required by the Committee. No employee serving on the Professional Practices Committee or in meetings with her/his supervisor shall lose any

salary or benefits. Employees required to appear before the Committee may do so without loss of remuneration.

(e) **Chair of the Meeting**

The meetings of the Committee shall be chaired alternately by the Employer's representative and the representative of the Union.

(f) **Minutes of Meeting**

The Agenda for each meeting shall be circulated a minimum of seven (7) calendar days prior to each meeting. Minutes of each meeting shall be prepared, approved and signed by a representative of the Employer and the branch prior to circulation. The branch will be responsible for ensuring that a copy is forwarded to the Union.

(g) **Jurisdiction of the Committee**

The Committee shall meet in order to study any question that either of the parties may wish to discuss which is not properly the subject matter of a grievance. The Committee shall have the power to make recommendations to the Union and to management with respect to its discussions and conclusions. An employee who feels that the patient load in her/his work area has exceeded what she/he feels to be safe patient care levels, may register a written complaint with the Professional Practices Committee outlining detailed reasons as to why she/he feels that the level of patient care is not safe. This written complaint shall not be entered into the employee's personnel records but entered into the Professional Practices Committee's file.

(h) **Reporting Form**

The Employer and Union shall agree upon an appropriate reporting form for registering a written complaint with the Professional Practices Committee.

(i) **Complaint Process**

The employee shall submit the written complaint to her/his immediate supervisor and to the Professional Practices Committee. The Professional Practices Com-

mittee in each Hospital shall develop a process for investigating written complaints.

- (j) The Professional Practices Committee may invite the Chief Executive Officer and one member of the Board of Directors to attend one meeting of the Professional Practices Committee on an annual basis to discuss concerns unresolved in the complaint procedure in clause 5.02 (i). At least one (1) month's notice shall be given and a mutually agreeable date and time shall be scheduled to accommodate the Chief Executive Officer and the Board representative.
- (k) **Intent**
The parties agree to discuss the following concerns relative to patient care: workload, nursing practice and safety of patients and registered nurses.

5.03 Employer Shall Not Discriminate

Employers agree that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay off, recall, discipline, classification, discharge, assignment of work, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status nor by reason of her/his membership or activity in the Union.

***5.04 Posting of Rules and Regulations**

All rules, policies, regulations, directives and memos of the Employer which directly affect employees in the bargaining unit required for proper management of health services being provided shall be readily available in the workplace.

5.05 Work of the Bargaining Unit

An employee who is a nurse, whose job is not included in the bargaining unit may work on any job which is included in the bargaining unit for the purposes of instruction and emergencies or when regular employees are temporarily unavailable. Employees whose jobs are in the bargaining unit shall not work on any jobs which are not included in the bargaining unit except in cases of temporary assignment or as mutually agreed upon by the Employer and the employee.

5.06 Signing Reports

An employee shall be given an opportunity to sign all evaluations and assessments of her/his work performance. The employee's signature on these evaluations and assessments shall not be construed to mean agreement with the evaluations or assessments but merely receipt of same. If the employee refuses to sign any evaluations or assessments, it shall be indicated on the evaluation or assessment that it was presented to her/him and she/he refused to sign it.

5.07 Personal Files

There shall be one (1) recognized personal file and this file shall be maintained by the Personnel Department. A copy of any document which might, at any time, be the basis of disciplinary action or which may affect the employee's advancement or standing with the Employer or which may affect the Employer's recommendation concerning the employee to another place of employment or educational institution shall be placed in her/his personal file and a copy shall be supplied concurrently to the employee. If this procedure is not followed, such a document shall not become a part of her/his record for use against her/him at any time. The employee shall acknowledge having received such document by signing the file copy.

5.08 Consultation of File

An employee has the right, after making an appointment and during regular working hours, to consult her/his personal file. Any employee who has been terminated may consult her/his personal file within twenty one (21) days of the date of her/his termination. Any employee involved in grievance or arbitration proceedings shall have the right to copy all documents contained in her/his personal file.

ARTICLE 6 - UNION REPRESENTATION

6.01 (a) Names of Representatives

The Union shall provide the Employer with a list of the Officers of the Union. The Union shall also provide the Employer with a list of shop stewards and area(s) represented before the Employer shall be required to recognize the steward(s).

(b) **Shop Stewards**

- (i) The Union shall be permitted to appoint one (1) shop steward in each place of employment for each eighteen (18) registered nurses employed or part thereof.
- (ii) The Union shall be permitted to appoint one (1) shop steward for each eighteen (18) Public Health Nurses employed or part thereof.

6.02 Leave for Union Business

- (i) (a) For an employee elected to the Provincial Executive of the Union and who is required to attend Executive meetings of the Provincial Executive, leave with pay not exceeding twenty two point five (22.5) working hours in any one (1) year.
- (b) For an employee elected to positions on the Board of Directors of the Union who is required to attend Board meetings, leave with pay not exceeding twenty two point five (22.5) working hours in any one (1) year.
- (c) For an employee who is a member of the Provincial Executive, Board of Directors or an elected delegate and who is required to attend the annual Convention of the Union, leave with pay not exceeding twenty two point five (22.5) working hours in any one (1) year. The number of delegates selected from each hospital covered by this agreement shall not in any event exceed the number of shop stewards appointed or elected under Article 6.01 (b).
- (d) Leave with pay shall be granted to an employee to attend educational seminars, provided that the total leave with pay granted under this clause in any one (1) year shall not in any event exceed that number of working hours which is obtained by multiply-

ing the number of shop stewards in the bargaining unit by seven point five (7.5) hours.

- (e) An employee who is a member of the Canadian Federation of Nurses' Unions or an elected delegate shall be allowed leave with pay not exceeding thirty-seven point five (37.5) hours in any one (1) year for the purpose of attending the Canadian Federation of Nurses' Unions Convention. No more than two (2) employees from each hospital at any one (1) time.
- (f) The minimum period of leave for Union business that can be taken is one (1) hour.
- (ii) Members of the Negotiating Team shall suffer no loss in pay while attending collective agreement negotiations with the Employer. Permission to attend such meetings shall not be unreasonably withheld.
- (iii) Additional leave without pay for the purpose of attending to Union business may be granted to the Provincial Vice President and the Secretary-Treasurer by the Chief Executive Officer on request. Such leave shall not be unreasonably denied.
- (iv) Once the schedule has been posted in accordance with Article 8.03, an employee's schedule shall not be changed to avoid the payment of benefits in accordance with Article 6.02 (i) (d).
- (v) **Notice and Approval of Union Leave**
Approval of Union leave is subject to the requirement that reasonable notice of the request be provided from the Union.

6.03 Leave of Absence for Full-Time Union Representatives

- (a) An employee who is elected or selected for a full-time executive position with the Union shall be granted leave of absence without loss of seniority or accrued benefits

for a period of three (3) years. Such leave shall be renewed every three (3) years, on request, during her/his term of office.

- (b) An employee who is selected for a full-time position with the Union shall be granted a leave of absence without loss of seniority or accrued benefits for a period of three (3) years. Such leave shall be renewed each three (3) years upon request.

ARTICLE 7 – UNION DUES

7.01 Union Dues

The Employer shall deduct from every employee in the bargaining unit and remit monthly to the Union an amount equal to the dues of the Union. The Union shall notify the Employer of the amount of Union dues to be deducted.

7.02 Deductions

Deductions shall be forwarded to the Union not later than the 15th day of the month following the month in which the deductions are made. The Employer will forward to the Union, with the first dues deductions cheque following the signing of the agreement, a list which shows the employee's full name, classification number, and the employee's contribution. Each month thereafter, a similar list highlighting additions and deletions will be forwarded with the dues deduction cheque.

7.03 T4 Slips

The Employer shall indicate on the employee's T4 slip the total amount of Union dues paid during the previous taxation year.

ARTICLE 8 - HOURS OF WORK

8.01 Hours of Work

(a) Eight (8) Hour Shifts

The normal hours of work for employees working an eight (8) hour shift schedule shall be thirty seven and

one-half (37 1/2) hours per week or seventy five (75) hours a fortnight divided into seven and one half (7 1/2) hour shifts excluding a one half (1/2) hour unpaid meal period but including a rest period of fifteen (15) consecutive minutes in the first half and second half of the shift. The meal period and rest period(s) may be combined by mutual agreement between the employee and her/his supervisor.

(b) **Twelve (12) Hour Shifts**

The hours of work for employees working a twelve (12) hour shift schedule shall be seventy five (75) hours a fortnight divided into eleven and one quarter (11 1/4) hours or a combination of seven and one half (7 1/2) and eleven and one quarter (11 1/4) hours. The work schedule may be changed by mutual consent between the employees and the Employer. The seven and one half (7 1/2) hour shifts excludes a thirty (30) minute unpaid meal period but includes a rest period of fifteen (15) consecutive minutes in the first half and second half of the shift. The eleven and one quarter (11 1/4) hour shift excludes a forty five (45) minute unpaid meal period but includes a rest period of fifteen (15) consecutive minutes during each third of the shift. The meal periods and rest period(s) may be combined by mutual agreement between the employee and her/his supervisor.

(c) **Flexible Hours of Work Community Health**

(i) **Work Schedule**

The work schedule (minimum of 4 weeks schedule) showing the shifts and days of rest shall be communicated to employees at least two weeks in advance.

(ii) **Hours of Work**

Recognizing the unique needs of clients requiring community based nursing and the unpredictable nature of the work, the parties agree that the work day for employees shall operate on a flexible basis in the interest of client care and/or efficiency of the overall operations.

- (a) It is intended that the base work schedule to which flexibility will be applied will be seven and one-half (7 ½) hour work days (or a seven (7) hour workday applicable to those registered nurses grandparented) excluding a thirty (30) minute unpaid meal period (or a one (1) hour unpaid meal period applicable to those registered nurses grandparented) but including a rest period of fifteen (15) consecutive minutes in the first half and second half of the day.
- (b) The hours of work for registered nurses shall be one hundred and fifty (150) hours (or one hundred and forty (140) applicable to those registered nurses grandparented) within a four (4) week period, or a shorter designated period as agreed to by the employer and union. As of the date of signing of this agreement the parties will agree that an initial four week period will be designated for each employee which will correspond with a specific payroll period. Once start dates are agreed upon the designated four week periods will continue thereafter.
- (c) The seven and one-half (7 ½) hour workday (or the seven (7) hour workday applicable to those registered nurses grandparented) may be flexed to ten (10) hours per day in the interest of client care and/or efficiency and/or to complete work. The shift shall not begin before 0700 hours or extend beyond 2200 hours.
- (d) The employer shall make every reasonable effort to notify an employee of any anticipated changes to the length of his/her workday.

(e) It is agreed that no premium or overtime shall apply where an employee chooses to work:

- 1) on his/her scheduled day of rest; or
- 2) in excess of ten (10) hours per day; or
- 3) outside the hours of 0700 to 2200 hours; or
- 4) in excess of one hundred and fifty (150) hours in a four (4) week designated period (or one hundred and forty (140) hours applicable to those registered nurses grandparented).

(iii) **Flextime Hours**

It is the expectation and responsibility of registered nurses to endeavour to balance flextime worked with flextime taken. If, at the end of a designated flextime period, a registered nurse has worked in excess of one hundred and fifty (150) hours (or one hundred and forty (140) hours applicable to those registered nurses grandparented) and those excess hours are not approved by the manager as overtime, such hours must be scheduled off in the next flextime period at the rate of straight time. If the registered nurse is unable to schedule such time off in the next flextime period, she must consult with the manager to discuss scheduling options and/or payment at straight time if scheduling time off is not possible.

(iv) **Differentials**

- (a) Shift differential shall be paid for all hours of work scheduled as the base schedule by the employer between 1700 hours and 0700 hours.
- (b) Shift differential shall be paid for all flextime hours worked between 1800 hours and 0700 hours.

- (v) **Consecutive Shift**
No employee shall be compelled to work more than seven (7) consecutive days.
- (vi) **Days of Rest**
Days of rest shall be allocated at the rate of the minimum of two (2) consecutive days of rest per week except where mutually agreed between the employee and the employer.
- (vii) **Meal and Rest Periods**
The meal period and the rest period(s) may be combined by the employee depending on operational requirements. Meal periods and rest periods cannot be scheduled to allow for delayed start of shift or early departure from work.
- (viii) **Weekends Off**
All employees, including part-time employees, shall receive a minimum of two (2) weekends off out of every four (4) weekends unless otherwise agreed by mutual consent between the employee and the employer. The employer shall endeavor to grant every second weekend off unless otherwise agreed by mutual consent between the employee and the employer. The weekend off shall be a Saturday and the Sunday immediately following, ensuring the employee receives a minimum of fifty six (56) consecutive hours off duty.
- (ix) **Split Shift**
An employee shall not be required to work a split shift without her/his consent.
- (x) **Overtime**
 - (a) When a full-time or part-time registered nurse is required by the employer to work:
 - 1) on her scheduled day of rest; or
 - 2) in excess of ten (10) hours per day; or
 - 3) outside the hours of 0700 to 2200 hours; or

- 4) in excess of one hundred and fifty (150) hours in a four (4) week designated period (or one hundred and forty (140) hours applicable to those registered nurses grandparented),
she or he shall be granted at her/his option compensatory time off or overtime at the applicable rate.
- (b) When a casual employee is required by the employer to work:
 - 1) in excess of ten (10) hours per day; or
 - 2) in excess of one hundred and fifty (150) hours in a four (4) week designated period,she/he shall be paid at the applicable overtime rate.
- (c) Employees shall be entitled to maintain a maximum of forty (40) hours of compensatory time. All compensatory time in excess of forty (40) hours will be paid.

8.02 Meal Period

- (a) The Employer will endeavour to post the meal period of employees prior to the commencement of the shift, but in any event it shall be posted within the first two (2) hours of the shift.
- (b) During the meal period employees are permitted to leave the premises.
- (c) Employees required to work during meal breaks shall be paid at time and one half (1 1/2) rate for the meal period.

8.03 Working Schedule

The working schedule (minimum of four weeks schedule) showing the shifts and days of rest shall be posted in an appropriate place at least two (2) weeks in advance.

8.04 Rotation of Shifts

(a) **Eight (8) Hour Shifts**

The rotation of shifts shall be carried out in an equitable manner. Each employee shall receive at least eight (8) days of day shifts in a month provided she/he may waive this right.

(b) **Twelve (12) Hour Shifts**

The rotation of shifts shall be carried out in an equitable manner. Each employee shall receive at least seven (7) days of day shifts per month provided she/he may waive this right. Where the current twelve (12) hour shift scheduling provides a greater benefit, this benefit will not be reduced during the term of this agreement.

8.05 Consecutive Shifts

(a) **Eight (8) Hour Shifts**

No employee shall be compelled to work more than seven (7) consecutive day shifts or more than six (6) consecutive evening or night shifts unless otherwise agreed by mutual consent between the employee and her/his supervisor.

(b) **Twelve (12) Hour Shifts**

No employee shall be compelled to work more than three (3) consecutive shifts. In any case, employees, by mutual consent with their supervisor may agree to work a greater number of consecutive shifts.

8.06 Days of Rest

(a) Days of rest shall be allocated at the rate of a minimum of two (2) consecutive days of rest per week, except where mutually agreed between the employee and her/his supervisor.

(b) For the purposes of clause 9.06, in scheduling part-time employees, the Employer shall allocate two (2) consecutive days of rest per week unless otherwise agreed between the Employer and the employee.

8.07 Preference for Days of Rest

Each registered nurse may state her/his preference with regard to days of rest before the work schedule is drawn up and consideration shall be given to these preferences wherever they do not conflict with the need to maintain service and adequate levels of staffing.

8.08 Exchanging Days of Rest

Employees may exchange their days of rest with the approval of the manager or designated representative.

8.09 Weekends Off

(a) Eight (8) Hour Shifts

Employees, including part-time employees, shall receive a minimum of every third weekend off and the Employer shall endeavour to grant every second weekend off, unless otherwise agreed by mutual consent between the employee and her/his supervisor. The weekend off shall mean a Saturday and the Sunday immediately following, ensuring the employee a minimum of fifty-six (56) hours off duty.

(b) Twelve (12) Hour Shifts

Employees, including part-time employees, shall receive a minimum of two (2) weekends off out of every four (4) weekends and the Employer shall endeavour to grant every second (2nd) weekend off, unless otherwise agreed by mutual consent between the employee and her/his supervisor. Where the current twelve (12) hour shift schedule provides for every second (2nd) weekend off, this benefit shall be maintained during the term of the current agreement. A weekend off shall be a period including Saturday and Sunday from at least Friday at 0800 hours to Monday at 0800 hours or from at least Friday at 2000 hours to Monday at 2000 hours.

8.10 Rest Between Scheduled Shifts

(a) Eight (8) Hour Shifts

There shall be at least sixteen (16) hours between sched-

uled shifts (excluding overtime) unless otherwise agreed between the employee and her/his supervisor. Where sixteen (16) hours of rest (excluding overtime) are not provided, the employee shall receive pay at the rate of time and one half (1 1/2) for each hour worked on the scheduled shift which infringes on the sixteen (16) hour rest period.

(b) **Twelve (12) Hour Shifts**

There shall be at least twelve (12) hours between scheduled shifts (excluding overtime) unless otherwise agreed between the employee and her/his supervisor. Where twelve (12) hours of rest (excluding overtime) are not provided, the employee shall receive pay at the rate of time and one half (1 1/2) for each hour worked on the scheduled shift which infringes on the twelve (12) hour rest period.

8.11 **Double Shift**

An employee shall not be required to work a double shift without her/his consent.

8.12 **Differentials**

(a) (i) **Shift Differential (Eight (8) Hour Shifts)**

Effective date of signing, a shift differential of two dollars and thirty cents (\$2.30) per hour shall be paid for each hour the employee works between the hours of 1600 hours on one day and 0800 hours on the following day, excluding those employees working on a recognized day shift.

(ii) **Shift Differential (Twelve (12) Hour Shifts)**

Effective date of signing, a shift differential of two dollars and thirty cents (\$2.30) per hour shall be paid for each hour the employee works between the hours of 1600 hours on one day and 0800 hours on the following day.

(b) **Saturday and Sunday Differential**

Effective date of signing, a Saturday and Sunday differ-

ential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 hours Saturday and 2400 hours Sunday.

- (c) If an employee qualifies for both differentials under (a) and (b) above, she/he shall receive both.

8.13 No Split Shift

There shall be no split shifts.

8.14 Hours of Work Not Applicable to Public Health Nurses

The provisions of clause 8.01 will not apply to Public Health Nurses and in such cases the hours of work currently in effect will not be changed during the term of this agreement.

8.15 Two Shift Rotation (Eight (8) Hour Shifts)

Through mutual consent the Union and the Employer may agree to institute a two shift rotation in places of employment. The two shift rotation shall be either evenings and nights, days and evenings or days and nights.

8.16 Twelve (12) Hour Work Schedule

- (a) The Employer and the Union may agree that employees in a particular work area may work a twelve (12) hour shift schedule. The request for a twelve (12) hour shift schedule may come from seventy five (75) percent of the employees in the work area or the Employer, and if agreed upon by the parties, all employees in that work area shall work a twelve (12) hour shift schedule. This twelve (12) hour shift schedule shall remain in effect in the work area until either of the parties gives the other thirty (30) calendar days notice of its intention to terminate this agreement. The request to terminate the twelve (12) hour shift schedule by the Union must have the support of seventy-five (75) percent of the employees in the work area.

Only employees holding permanent positions in the work area, including those permanent employees on

leaves of absences, will be eligible to vote. Casual employees, employees holding temporary positions in the work area, and employees occupying permanent float positions, shall not be eligible to vote.

- (b) The first twelve (12) weeks of the twelve (12) hour shift schedule shall be considered a trial period. Prior to the completion of the trial period, a meeting of the employees in the particular work area will take place to review the twelve (12) hour shift schedule. Assuming the Employer and seventy five (75) percent of the employees in the work area wish to continue the twelve (12) hour shift schedule, it shall be continued.
- (c) All clauses designated Twelve (12) Hour Shifts shall apply to employees working the twelve (12) hour shift schedule. All other clauses of the agreement, which have not been amended for "Twelve (12) Hour Shifts" shall apply to employees who work on a Twelve (12) Hour Shift schedule as they do to all other employees.

***8.17 Permanent Evenings and Nights**

The Employer shall endeavour to accommodate the request of Employees to work permanent evenings and/or nights provided the other employees in the work area have no objection.

When an employee works permanent evenings and/or nights, the employee shall be required to work up to one hundred and fifty (150) hours of days in each calendar year, scheduled by mutual agreement between the employee and her/his supervisor.

With the appropriate notice (not less than 30 days) by the employee or the employer, either party may terminate the permanent evening and/or nights arrangement.

Employees working permanent evenings and/or nights as of April 1, 1999, shall continue to work in that arrangement and the one hundred and fifty (150) hour requirement shall not apply to those employees.

ARTICLE 9 - OVERTIME

9.01 Overtime Rate

When an employee is required to work in excess of her/his normal hours, she/he shall be granted, at her/his option, compensatory time off at the rate of one and one half (1 1/2) times the number of hours worked in excess of her/his normal hours, or overtime pay at the rate of one and one half (1 1/2) times her/his regular rate of pay for the time worked in excess of the normal hours of work. The employee's decision to receive compensatory time off for the overtime must be conveyed to the manager within seventy-two (72) hours of the conclusion of working the overtime. The maximum amount of overtime that can be accumulated as compensatory time off is one hundred and fifty (150) hours unless otherwise agreed to between the union local and employer. For overtime in excess of one hundred and fifty (150) hours the employee shall receive pay at the applicable overtime rate.

9.02 Regular Hourly Rate

The regular hourly rate for employees other than Public Health Nurses employed by the Province of Newfoundland and Labrador shall be calculated by dividing her/his annual salary by 1950. The regular hourly rate for a Public Health Nurse shall be calculated by dividing her/his annual salary by 1820.

9.03 Calculation of Overtime

Subject to clause 9.04, overtime shall be calculated in thirty (30) minute units.

9.04 Approval of Overtime

All overtime must be authorized by the Employer except in the case of emergency.

9.05 Sharing of Overtime

When overtime is required by the Employer, it shall be offered to those employees who have indicated their willingness to work the required overtime. The Employer will not compel the employee to work overtime if another qualified employee is willing to work that overtime, provided that there is no additional cost to the Employer and provided the employee is available. Subject to the foregoing overtime shall be divided

as equally as possible amongst employees qualified to perform the available work.

9.06 Change of Days of Rest

When an employee's days of rest are changed without having been given at least forty-eight (48) hours prior notice of having to work on her/his day(s) of rest, she/he shall be paid double her/his regular hourly rate for each hour worked on the scheduled day(s) of rest. This clause shall not apply if the day(s) of rest was changed at the request of the employee.

9.07 Change of Shift

When an employee's regularly scheduled shift is changed to another shift in that day, she/he shall be given prior notice as follows:

- (i) twenty-four (24) hours notice before the originally scheduled shift if the rescheduled shift occurs after the originally scheduled shift.
- (ii) twenty-four (24) hours notice before the rescheduled shift if the rescheduled shift occurs before the originally scheduled shift.

Should the required notice not be given in accordance with this article, the employee shall be paid at the rate of time and one half (1 1/2) her/his regular hourly rate for the shift worked.

This clause shall not apply if the change of shift was made at the request of the employee.

9.08 Notification of Changes in Schedule

In cases where the work schedule is changed while an employee is on her/his day(s) of rest and such employee is affected by the change, the Employer is responsible for notifying those employees affected by the change before she/he reports for work.

9.09 State of Emergency Due to Weather Conditions - Adverse Weather Conditions

- (a) 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.

- (i) All employees are required to report for duty as scheduled.
 - (ii) When an employee through no fault of her/his own is unable to report for work because of a declared state of emergency, such employee shall suffer no loss of pay or other benefits, nor shall she/he be required to make up, in anyway, for time lost due to not reporting for work.
 - (iii) Notwithstanding 9.09 (a) (i) above, the Employer reserves the right to close down or reduce staffing levels in any department(s) in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of 9.09 (a) (ii) above.
 - (iv) An employee who worked during the emergency will be paid at the rate of time and one half (1 1/2) for all hours worked.
- (b) If during adverse weather conditions, the Employer provides transportation for registered nurses to the hospital, then it shall be the Employer's responsibility to provide transportation for those registered nurses when they return to their homes.

9.10 No Lay-Off to Compensate For Overtime

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

9.11 Consecutive Work Premium

(a) Eight (8) Hour Shifts

Subject to clause 8.05, all work performed on the seventh (7th) consecutive evening or night shifts (or any combination of evening or night shifts) shall be paid for at the rate of time and one half (1 1/2) and work per-

formed on the eighth (8th) and subsequent consecutive shifts shall be paid for at a double time rate. This clause shall not apply to those consecutive shifts worked subject to the written and signed request of the employee.

(b) **Twelve (12) Hour Shifts**

Subject to clause 8.05, employees who work under a twelve (12) hour shift schedule will be paid time and one half (1 1/2) for all work performed on the fourth (4th) consecutive shift and double (2) time for the fifth (5th) and subsequent consecutive shifts. This clause shall not apply to those consecutive shifts worked subject to the written and signed request of the employee.

9.12 **Daylight Saving Time**

The changing of Daylight Saving Time to Standard Time, or vice versa, shall not result in employees being paid less than normal scheduled daily hours and no overtime shall accrue.

ARTICLE 10 - STANDBY

10.01 **Standby Duty Rates**

(a) **Eight (8) Hour Shifts**

Effective date of signing, employees performing standby duty shall be paid at the rate of twenty dollars and forty cents (\$20.40) per eight (8) hour shift or part thereof.

(b) **Twelve (12) Hour Shifts**

Effective date of signing, employees performing standby duty shall be paid at the rate of thirty dollars and sixty cents (\$30.60) per twelve (12) hour shift or part thereof.

10.02 **Standby Duty Rates on Designated Holiday**

(a) **Eight (8) Hour Shifts**

Effective date of signing, when standby duty is required on a designated holiday, the rate of pay shall be twenty-two dollars and sixty cents (\$22.60) for each eight (8) hour shift or part thereof.

(b) **Twelve (12) Hour Shifts**

Effective date of signing, when standby duty is required on a designated holiday, the rate of pay shall be thirty-three dollars and ninety cents (\$33.90) per twelve (12) hour shift, or part thereof.

10.03 **Failure to Report for Standby Duty**

No payment shall be granted for the total period of standby duty if the employee does not report for work when required.

10.04 **Authorization of Standby Duty**

All standby duty shall be authorized and scheduled by the Employer at least six (6) days in advance except where otherwise mutually agreed between the employee and supervisor.

ARTICLE 11 - CALLBACK

11.01 **Callback Pay Rate**

When an employee is called back to work and reports for work, she/he shall be paid for a minimum of three (3) hours at the applicable overtime rate.

11.02 **Transportation Expenses**

An employee shall not receive any payment for transportation expenses where:

- (a) she/he lives in subsidized hospital accommodation adjacent to the hospital; or
- (b) transportation is provided by the Employer.

*11.03 **Transportation Expenses**

Subject to clause 11.02, when an employee is recalled to work under the conditions described in clause 11.01, she/he shall be paid the cost of transportation to and from her/his place of work. Transportation allowance for employees shall be the cost of taxi fare from her/his residence to her/his place of work and return to a maximum of nine (9) dollars or a kilometre allowance from her/his place of residence to her/his work and return to a maximum of forty (40) kilometres at the rate es-

established by the Government Memorandum of Agreement regarding Automobile Reimbursement.

11.04 Additional Duties

If it becomes necessary to assign duties on a callback which are additional to those for which the callback was made, the employee shall be paid at the applicable overtime rate with a minimum of one (1) hour at the applicable overtime rate for the time required to perform such additional duties.

11.05 Return to Work Following Callback

In cases where a registered nurse is required to work on a callback beyond 0200 hours and who has not had a sufficient rest period, she/he will be entitled to up to an eight (8) hour rest period without loss of pay.

ARTICLE 12 - ESCORT DUTY

12.01 Compensation for Escort Duty

When an employee on duty is required to attend a patient as an escort during an ambulance trip (air, road, etc.) and the time involved on a trip exceeds the employee's regular shift, she/he shall receive time off or pay, at her/his option, at the applicable overtime rates for all time in excess of her/his normal shift which the employee spends with the patient or attending to the needs of the patient.

12.02 (i) Eight (8) Hour Shifts-Returning Within Seven and One-Half Hours

If the employee on escort duty commences her/his return to her/his hospital with equipment, drugs or documents and if none, then to her/his residence, within seven and one-half (7 1/2) hours following relief of escort duty, she/he shall receive time off or pay, at her/his option, at the applicable overtime rates for all time spent in return travel in excess of her/his normal seven and one-half (7 1/2) hour shift.

(ii) Twelve (12) Hour Shifts-Returning Within Eleven and One Quarter (11 1/4) Hours

If the employee on escort duty commences her/his re-

turn to her/his hospital with equipment, drugs or documents and if none, then to her/his residence, within eleven and one-quarter (11 1/4) hours following relief of escort duty, she/he shall receive time off or pay, at her/his option, at the applicable overtime rates for all time spent in return travel in excess of her/his normal eleven and one-quarter (11 1/4) hour shift.

12.03 No Loss of Days of Rest

(i) Eight (8) Hour Shifts

Subject to clause 12.02, if an employee is detained following relief of escort duty due to weather or other transportation difficulties, she/he shall not lose her/his day(s) of rest. The time she/he is so detained and the time spent travelling back to her/his hospital shall be deemed to be time worked with a maximum of seven and one-half (7 1/2) hours at straight time in a twenty four (24) hour period.

(ii) Twelve (12) Hour Shifts

Subject to clause 12.02, if an employee is detained following relief of escort duty due to weather or other transportation difficulties, she/he shall not lose her/his day(s) off. The time she/he is so detained and the time spent travelling back to her/his hospital shall be deemed to be time worked with a maximum of eleven and one-quarter (11 1/4) hours at straight time in a twenty four (24) hour period.

12.04 Return to Work Following Escort Duty

(i) Eight (8) Hour Shifts

No employee returning from escort duty will be required to commence another regular seven and one-half (7 1/2) hour shift within twelve (12) hours of her/his return unless otherwise agreed between the Employer and the employee concerned. In cases where a registered nurse is required to work beyond 0200 hours, and who has not had a sufficient rest period, she/he will be entitled to up to an eight (8) hour rest period without loss of pay.

(ii) **Twelve (12) Hour Shifts**

No employee returning from escort duty shall be required to commence another regular eleven and one-quarter (11 1/4) hour shift within twelve (12) hours of her/his return unless otherwise agreed between the Employer and the employee concerned. In cases where a registered nurse is required to work beyond 0200 hours, and who has not had a sufficient rest period, she/he shall be entitled to up to a twelve (12) hour rest period. The first eight (8) hours of the rest period shall be without loss of pay and the remainder shall be granted at her/his option, as compensatory overtime or annual leave.

12.05 Escort Duty - Travel Allowance

An employee shall be given a travel advance for all anticipated travel expenses by the Employer before commencing escort duty. A subsequent travel claim will be submitted in accordance with normal procedure and regulations.

12.06 Escort Duty Pay

(a) Due to the nature of the assignment, an employee shall receive an additional fifty one dollars (\$51) for each assignment to escort duty. When involved with air ambulance or when more than four (4) hours are spent attending the patient the employee shall receive sixty-one dollars (\$61) for each assignment to escort duty. A registered nurse shall not be assigned to more than one (1) critically ill patient.

(b) An employee required to escort a patient on her/his return travel to the hospital without prior notice shall receive twice the applicable rate in 12.06 (a).

12.07 Escort Duty Overtime

When an employee is called back to do escort duty Article 9 and clause 11.03 shall apply.

12.08 Volunteer Escort Duty

Should an employee volunteer in advance for escort duty, and elect to take her/his days of rest before returning to duty, she/he shall receive only straight time for the travelling time

on the return journey. The method of return travel is to be mutually agreed between the employee and the supervisor before the employee leaves.

12.09 No Allowance Within 25 Mile Radius

With the exception of Bell Island, the provisions of this Article shall not apply where an employee is escorting a patient within the same city or town, or another city or town within a radius of twenty-five (25) miles of the hospital.

12.10 Travel Insurance

Employees required to do escort duty shall be covered by adequate life insurance both while on and returning from the escort assignment regardless of the ownership or mode of transportation. Particulars of such insurance and/or copies of relevant policies shall be provided to the Union upon request.

12.11 Meal Allowance on Escort

Employees on escort duty shall be entitled to meal allowance in accordance with the provisions of clause 36.03.

12.12 Private Accommodations

Employees on escort duty shall be entitled to the benefits as outlined under clause 36.04.

ARTICLE 13 - STRIKES – LOCKOUTS

13.01 No Strikes or Lockouts

The Union agrees that there shall be no strikes, suspension or slow down of work, picketing or any other interference with the Employer's business during the life of this agreement, and the Employer agrees there shall be no lockout of employees during the life of this agreement.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01 Prompt Procedure

It is of mutual interest to both the Employer and the Union that any grievances arising over the application, interpretation, administration or alleged violation of any of the terms of this Agreement be settled as expeditiously as possible in accordance with the procedure set forth hereunder.

14.02 (a) **Assistance from Shop Stewards**

The Employer acknowledges the rights and duties of the Union's Shop Stewards to assist any employee in preparing and presenting her/his grievance in accordance with the grievance procedure. At no time will an employee be requested by management at any level to discuss the grievance unless the employee has been informed of the purpose of the meeting and that the employee may have a shop steward or other union representative in attendance.

(b) **Processing of Grievance**

Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representatives.

(c) **Permission to Leave Work**

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

14.03 **Types of Grievances**

Grievances arising out of the interpretation, application, administration or alleged violation of this agreement shall be subject to the Grievance and Arbitration Procedure set out hereunder. The following types of grievances concerning the application of Article 14 are recognized:

- (i) Employee Grievance: which shall be defined as the complaint of an individual employee.
- (ii) Group Grievance: which shall be defined as the complaint of a group of employees.
- (iii) Policy Grievance: which shall be defined as the complaint of the Employer or of the Union.

All grievance forms may be signed by a representative of the Union as agent for the employee, group or union, as the case may be.

14.04 Employer Representative at Grievance Steps

The Employer shall designate a representative at each step of the grievance procedure and shall inform the Union office of the name and title of the person so designated at each step together with the name or titles of the immediate supervisor or local officer in charge to whom a grievance is to be presented.

14.05 Effective Date of Grievance Settlement

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

14.06 Technical Objection

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

14.07 Settlement of Grievance

All grievances shall be processed without stoppage of work according to the following procedure:

***Step 1** - An employee who has a grievance shall within fourteen (14) calendar days of the occurrence or discovery of the grievance submit her/his grievance in writing to her/his manager or designate. The grievance shall outline the nature of the grievance.

***Step 2** - Failing satisfactory settlement within ten (10) calendar days after the grievance was submitted under Step 1, the employee concerned shall, within a further seven (7) calendar days, submit the grievance in writing to the Director or designate. The Director or designate shall render her/his decision within ten (10) calendar days of receipt of the grievance.

***Step 3** - Failing satisfactory settlement being reached in Step 2, the employee shall, within fourteen (14) calendar days of receipt of the Director's or designate's decision, submit the grievance in writing to the Chief Executive Officer or designate. The Chief Executive Officer or designate shall render

her/his decision within fourteen (14) calendar days of receipt of the grievance and shall prior to the making and rendering of her/his decision provide the employee the opportunity of meeting with her/him to discuss the grievance.

***Step 4** - Failing satisfactory settlement being reached in Step 3, either party may refer the dispute to arbitration within fifteen (15) calendar days of the Chief Executive Officer or designate's decision in Step 3.

At all steps of the Grievance Procedure an employee may be accompanied by a Union representative.

***14.08 Grievance Presented by Mail**

(a) Registered Mail

When a grievance is processed through the mail, all correspondence shall be registered. The time while the mail is moving from one destination to another shall not be considered in the Grievance Procedure time limits.

(b) Referral to Arbitration via E-Mail

The Employer or the Union may refer a grievance to arbitration via email at Step 4 of the Grievance Procedure or Step 3 of the Grievance Pilot Project. The grievance shall be deemed to have been submitted on the date that the email copy of the grievance was sent by the Employer or the Union. The recipient shall acknowledge by return email that the submitted grievance has been received. The parties shall provide each other with a list of the email addresses that are to be used for referring grievances to arbitration via email.

14.09 Amending of Time Limits

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

14.10 May Omit Grievance Steps

An employee considered to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Ar-

ticle 14.07, Grievance Procedure. Steps 1, 2 and 3 of the Grievance Procedure shall be omitted in such cases. The grievance must be lodged within twenty-one (21) calendar days of the date of her/his suspension or discharge or the date she/he received the notice of her/his suspension or discharge, whichever is later.

14.11 Bypass Steps

Where a dispute arises involving a question of general application or interpretation of this agreement, the Union may initiate a grievance and the parties may mutually agree to bypass Steps 1 and 2 of this Article.

ARTICLE 15 - ARBITRATION

15.01 Composition of Board of Arbitration

When a grievance is submitted to arbitration the case shall be heard by a three- person board of arbitration which shall be established as follows:

- (i) Each party shall name an appointee to the Board within fourteen (14) calendar days of notification of Arbitration under Step 4 of the Grievance Procedure, and shall notify the other party of the name and address of the appointee.
- (ii) The appointees of the parties shall then select a chair upon whom they both agree which selection shall be made within seven (7) calendar days of the date of the appointment of the last named appointee by either party.
- (iii) If the party receiving the notice of arbitration fails to appoint an appointee, or if the two (2) appointees fail to agree upon a chair within seven (7) calendar days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.
- (iv) The parties may mutually agree to the substitution of a single arbitrator for the Arbitration Board, in which event the provisions of clauses 15.02, 15.03, 15.04, 15.05 and 15.06 (ii) shall apply equally to a single arbitrator where reference is made to an arbitration board.

15.02 Board Procedure

The Arbitration Board shall hear the evidence and shall render its decision in an expeditious manner and in any case, the decision shall be rendered in writing within one (1) month after the hearing subject to mutual agreement to the contrary.

15.03 Decision of the Board

Arbitration awards shall be final and binding and communicated to the parties in the form of a signed copy.

15.04 Jurisdiction of the Board

An arbitration board may not alter, modify or amend any provisions of this agreement but shall have the power to set aside or modify a decision of the Employer. No arbitration board shall make an award which would amend or change a collective agreement, a judgement or an earlier award.

15.05 Decision on Monetary Award

If following an arbitration award involving the payment of a sum of money not determined by the award, agreement cannot be reached between the parties regarding the amount to be paid, the matter shall be referred to the arbitration board who heard the grievance for settlement of the matter.

15.06 Expenses of the Board

Each party shall pay:

- (i) the fees and expenses of the appointees it appoints;
- (ii) one-half (1/2) of the fees and expenses of the chair.

15.07 Amending of Time Limits

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

15.08 Time Off for Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

15.09 Expedited Arbitration

Subject to the agreement of the Employer and the Union, a form of expedited arbitration One (1) or Two (2) may be used following Step 4 of the grievance procedure. Both parties retain access to the complete arbitration process as described in Article 15 of the Agreement where either party does not agree to expedited arbitration.

Expedited 1

- (i) In any dispute of interpretation or application of the agreement, the parties agree to submit written briefs to a sole arbitrator. The briefs must be submitted within fifteen (15) calendar days of the appointment of the arbitrator.
- (ii) The sole arbitrator must be agreed to by both parties within seven (7) calendar days of the date of referral to arbitration. The arbitrator shall render a written decision within thirty (30) calendar days following receipt of the written briefs for each party. There shall be no right to rebut the other party's brief.
- (iii) Decisions pursuant to Expedited 1 shall not be precedential and will be without prejudice to any subsequent grievances of a similar nature.

Expedited 2

- (i) In any dispute of interpretation or application of the agreement, the parties agree to submit a written brief and present oral argument to the sole arbitrator. The written briefs must be submitted within fifteen (15) calendar days of the appointment of the arbitrator. The arbitrator shall schedule a hearing for the parties to present oral argument within ten (10) calendar days of the submission of the written briefs.
- (ii) The sole arbitrator must be agreed to by both parties within seven (7) calendar days of the date of the referral to arbitration. The arbitrator shall render a written decision within thirty (30) calendar days following the arbitration hearing.

- (iii) The sole arbitrator may, for the purpose of clarification, request the appearance of witness(s) for questioning at the time of the hearing or during the decision period when an additional meeting for this purpose may be convened by the arbitrator.
- (iv) Decisions pursuant to Expedited 2 shall not be precedential and will be without prejudice to any subsequent grievance of a similar nature.

ARTICLE 16 - VACATION

16.01 Length of Vacation

- (a) **Eight (8) Hour Shifts**

An employee, other than Public Health Nurses employed by the Province of Newfoundland and Labrador, shall receive an annual vacation with pay in accordance with her/his years of employment as follows:

- (i) less than one (1) year - one and two-thirds (1 2/3) working days for each month of service;
- (ii) one (1) year or more but less than ten (10) years - four (4) weeks;
- (iii) more than ten (10) years but less than twenty five years of service - five (5) weeks;
- (iv) more than twenty-five (25) years of service - six (6) weeks.

- (b) **Twelve (12) Hour Shifts**

An employee, other than Public Health Nurses employed by the Province of Newfoundland and Labrador, shall receive an annual vacation with pay in accordance with her/his hours of employment as follows:

- (i) Less than one thousand nine hundred and fifty (1,950) hours - twelve point five (12.5) working hours for each one hundred and sixty-two point five (162.5) hours of service;

- (ii) One thousand nine hundred and fifty (1,950) hours or more but less than nineteen thousand five hundred (19,500) hours, one hundred and fifty (150) working hours;
- (iii) Nineteen thousand five hundred (19,500) hours of service but less than forty-eight thousand seven hundred and fifty (48,750) hours - one hundred and eighty-seven point five (187.5) working hours;
- (iv) More than forty-eight thousand seven hundred and fifty (48,750) hours of service - two hundred and twenty-five (225) working hours;
- (v) The minimum period of vacation that can be taken is one (1) hour.

16.02 Length of Vacation (Public Health Nurses)

Public Health Nurses employed by the Province of Newfoundland and Labrador shall be entitled to annual vacation in accordance with the following:

- (i) Less than one (1) year - one and one quarter (1 1/4) working days for each month of service;
- (ii) One (1) year or more but less than ten (10) years - three (3) weeks;
- (iii) More than ten (10) years but less than twenty-five (25) years of service -four (4) weeks;
- (iv) More than twenty five (25) years of service - five (5) weeks.

***16.03 Vacation Period**

All employees shall receive their annual vacation between May 1 and October 31, both dates inclusive. An employee shall be entitled to request annual vacation other than between May 1 and October 31, which request shall not be unreasonably denied. The Employer shall post the vacation schedule by May 1 of each year.

16.04 Selection of Vacation Dates

Employees in each nursing unit, in consultation with their supervisor, shall determine the method of selecting vacation dates. In the event that majority agreement cannot be reached, preference in vacations shall be regulated according to a rotation plan. The initial placing of employees in the rotation plan will be in accordance with seniority, thereafter, the rotation will proceed without regard to seniority.

***16.05 Choice of Vacations**

Employees shall be granted a choice of vacation in accordance with 16.03 and 16.04 provided that once the schedules have been posted they shall not be changed except by mutual consent between the employee and the Employer. Vacations shall be given consecutively except by mutual consent between the employee and the Employer. Vacation for the purposes of this Article shall include all current, accumulated and accrued annual leave. Employees shall not be compelled to take more annual leave than they request.

16.06 Annual Leave Pay

An employee who has earned at least two (2) weeks annual leave, upon giving at least three (3) weeks notice prior to the pay day preceding the day on which she/he wishes to receive her/his advance payment, shall receive, prior to the commencement of her/his annual leave, any regular pay cheque(s) which may fall due during her/his annual leave.

16.07 Annual Leave Commencement

Whenever possible, an employee shall be entitled to receive her/his regular scheduled days of rest immediately before the commencement of her/his annual leave.

16.08 Refund of Overdrawn Vacation Pay

Any employee who leaves the employ of the Employer before the end of a vacation year in which she/he has taken her/his vacation shall have the applicable proportion of her/his salary recovered from her/him in accordance with Schedule "E".

16.09 Anticipated Vacation

Subject to clause 16.08, any employee who has successfully

completed her/his probationary period may anticipate her/his vacation to the end of the current vacation year.

16.10 Maximum Annual Leave Accumulation

(a) Eight (8) Hour Shifts

An employee may carry forward to another year any proportion of annual leave not taken by her/him in previous years until, by so doing, she/he has accumulated a maximum of:

- (i) Twenty (20) days annual leave, if she/he is eligible for twenty (20) days in any year;
- (ii) Twenty-five (25) days annual leave, if she/he is eligible for twenty-five (25) days in any year;
- (iii) Thirty (30) days annual leave, if she/he is eligible for thirty (30) days in any year.

Employees who are prohibited from taking annual leave because of workers' compensation benefits or extended sick leave shall be allowed to carry forward additional days.

(b) Twelve (12) Hour Shifts

An employee may carry forward to another year, any proportion of annual leave not taken by her/him in previous years, until by so doing she/he has accumulated a maximum of:

- (i) One hundred and fifty (150) hours annual vacation, if she/he is eligible for one hundred and fifty (150) hours in any year;
- (ii) One hundred and eighty-seven point five (187.5) hours annual vacation, if she/he is eligible for one hundred and eighty-seven point five (187.5) hours in any year;

- (iii) Two hundred and twenty-five (225) hours annual leave if she/he is eligible for two hundred and twenty-five hours in any year.

Employees who are prohibited from taking annual leave because of workers' compensation benefits or extended sick leave shall be allowed to carry forward additional hours.

16.11 Calculation of Length of Vacation

For the purpose of calculation of length of annual vacation with pay, it is agreed that an employee's service will be that service performed in the twelve (12) month period currently used by hospitals for such calculation. It is understood that this period may vary among hospitals (e.g. January 1 - December 31, April 1 - March 31, or July 1 - June 30), and that no hospital will change its currently accepted accumulation period without prior discussion with the Union.

16.12 Substitution of Vacation for Sick Leave

An employee who qualifies for sick leave under Article 18 while on vacation may change the status of her/his leave to sick leave effective the date of notification to the Employer. The employee shall submit on her/his return to duty a medical certificate stating the total period during which she/he qualified for sick leave.

16.13 Substitution of Vacation for Compassionate Leave

An employee who, while on vacation qualified for compassionate leave, shall be credited the appropriate number of days to her/his vacation leave provided she/he notifies the Employer, in writing, within five (5) calendar days of her/his return to duty.

16.14 Change of Vacation Entitlement

When an employee becomes eligible for a greater amount of vacation leave, she/he may be allowed in the year in which the change occurs, a portion of the additional leave for which she/he has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed in full working days.

16.15 Vacation Leave on Resignation or Transfer

(a) On Resignation

When an employee resigns or dies before the end of the year, she/he or her/his estate shall receive payment for the proportionate part of her/his unused vacation credits.

(b) Transferring Vacation Leave

Subject to clause 38.01, employees transferring or accepting employment under the transfer and portability article, may upon termination, receive pay for all or part of her/his accumulated vacation leave.

16.16 Vacation Credits for the First and Last Month of Employment

For the purpose of this Article, an employee who is paid full salary or wages in respect of fifty (50) percent or more of the days in the first or last calendar month of her/his service shall in each case, be deemed to have had a month of service.

16.17 Compensation for Work Performed During Vacation

Should an employee agree to work during her/his approved annual leave, when requested by the Employer, she/he shall be paid in addition to her/his annual leave pay, time and one half (1 1/2) the regular rate of pay for each day in which she/he performed any work.

16.18 Leave of Less Than One Week – Annual Leave, Compensatory Time Off or Rescheduled Statutory Holidays

If an employee requests annual leave, compensatory time off or rescheduled statutory leave before the work schedule is posted, such requests shall not be unreasonably denied by the manager or designate and the manager or designate shall notify the employee before the work schedule is posted. While employees are encouraged to request leave before the schedule is posted, if an employee requests annual leave, compensatory time off or rescheduled statutory leave after the work schedule is posted, the Employer shall attempt to accommodate the employee's request and the response will either approve the leave, deny the leave, or indicate the factors on which the approval of leave may depend.

ARTICLE 17 - HOLIDAYS

17.01 Designation of Holidays

- (a) Employees, other than Public Health Nurses, employed by the Province of Newfoundland and Labrador shall receive seven point five (7.5) working hours paid leave for each of the nine (9) holidays as follows:
 - (a) New Year's Day
 - (b) Good Friday
 - (c) Commonwealth Day
 - (d) Memorial Day
 - (e) Labour Day
 - (f) Christmas Day
 - (g) Boxing Day
 - (h) Plus two (2) additional holidays in each year as mutually agreed between the majority of employees as defined in this agreement and the Employer by December 31st for the next calendar year.

In any calendar year in which mutual agreement cannot be reached, the two (2) additional holidays shall be a Thanksgiving Day and Armistice Day.

- (b) Public Health Nurses employed by the Province of Newfoundland and Labrador shall receive one (1) working day paid leave for each of the designated fourteen (14) statutory holidays as follows:
 - (a) New Year's Day
 - (b) St. Patrick's Day
 - (c) Good Friday
 - (d) St. George's Day
 - (e) Commonwealth Day
 - (f) Discovery Day
 - (g) Memorial Day
 - (h) Orangeman's Day
 - (i) Labour Day
 - (j) Thanksgiving Day
 - (k) Armistice Day
 - (l) Christmas Day
 - (m) Boxing Day

One (1) additional holiday as mutually agreed in each hospital by the parties.

17.02 New Holidays

Should any new holiday not routinely scheduled be specifically proclaimed by Provincial or Federal authorities, it shall be granted to employees within the scope of this agreement.

17.03 Work on Designated Holiday

When an employee is required to work on a designated holiday, she/he shall be entitled to, at her/his option, time off on the basis of one and one-half (1 1/2) hours for each hour worked or pay at the rate of time and one-half (1 1/2) for each hour worked. Should the employee elect to take the time off she/he shall be granted such time off within two (2) months of the designated holiday. If the time off is not granted within the two month period she/he shall receive pay in lieu at the rate of one and one-half (1 1/2) times her/his regular rate of pay for all hours worked on the holiday.

17.04 Statutory Holiday During Vacation Period

If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed those additional vacation hours with pay at a time to be mutually agreed between the employee and her/his supervisor.

17.05 Statutory Holiday on Day of Rest

When a statutory holiday falls on an employee's day of rest and she/he is required to work on such holiday she/he shall receive two and one-half (2 1/2) hours off for each hour worked or at her/his option two and one-half (2 1/2) hours pay for each hour worked.

17.06 Compensation for Holidays Falling on Saturday

For the purpose of this agreement when any of the aforementioned holidays falls on a Saturday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 17 - Holidays. All other employees shall observe the following Monday as a holiday.

17.07 Compensation for Holidays Falling on a Sunday

For the purpose of this agreement when any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 17 - Holidays. All other employees shall observe the following Tuesday, (where the preceding clause already applied to Monday) as the holiday.

17.08 Christmas and New Year's Leave

An employee scheduled to work on Christmas Day shall not be scheduled to work on New Year's Day and shall receive New Year's Eve as a scheduled day of rest. An employee scheduled to work on New Year's Day shall not be scheduled to work on Christmas Day and shall receive Christmas Eve as a scheduled day of rest unless otherwise mutually agreed.

17.09 Statutory Holiday During Sick Leave

If an employee is sick on a day that has been designated by the Employer as a statutory holiday in accordance with clause 17.01, the employee shall be paid for the statutory holiday for that day and there shall be no deduction from the employee's sick leave for that day.

17.10 Statutory Holiday While on Workers' Compensation

If an employee is on Workers' Compensation benefits on a day that has been designated by the Employer as a statutory holiday in accordance with clause 17.01, the employee shall be paid for the statutory holiday for that day and not be considered as being on workers' compensation benefits for that day.

17.11 Casual Employees

Casual employees who work on a statutory holiday shall be paid at the rate of time and one-half (1 1/2) for each hour worked on the statutory holiday. No payment shall be made for the statutory holiday as outlined in clause 17.01, as this is covered by the twenty (20) percent in clause 33.02.

ARTICLE 18 - SICK LEAVE

18.01 (a) Annual Paid Sick Leave

An employee shall be entitled to fifteen (15) working hours of sick leave per one hundred and sixty-two point five (162.5) hours of service accumulating to a total of one thousand eight hundred (1,800) working hours. Sick leave previously accumulated shall be retained. The minimum period of sick leave that can be taken is one (1) hour.

(b) Notwithstanding Clause 18.01(a), an employee hired after December 1, 2006 is eligible to accumulate sick

leave at the rate of seven and one half (7.5) hours per one hundred and sixty-two and one half (162.5) hours of service accumulating to a total of one thousand eight hundred (1,800) hours. The minimum period of sick leave that can be taken is one (1) hour.

- (c) For employees hired after December 1, 2006 the maximum amount of sick leave which may be awarded to an employee in any consecutive twenty (20) year period shall not exceed one thousand eight hundred (1,800) hours.

18.02 Proof of Illness

Sick leave with full pay in excess of three (3) consecutive days shall not be awarded to an employee unless she/he has submitted in respect thereof, a medical certificate. In cases of an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of sickness. An employee shall have the option of being attended to by a doctor of her/his choice and under no circumstances will an employee be penalized in any way by the Employer for exercising her/his option of being attended to by her/his personal physician.

18.03 Expiration of Paid Sick Leave

When an employee has reached the maximum of the sick leave which may be awarded her/him, she/he shall, if she/he is still unfit to return to duty, proceed at her/his option on annual leave (including current, accumulated and accrued leave) if she/he is eligible to receive such leave, or if not, on special leave without pay to a maximum of one (1) year. Employees shall continue to accumulate seniority while on special leave without pay to a maximum of one (1) year under this clause.

18.04 Sick Leave for Preventative Medical Care

Employees may be allowed to take sick leave in order to engage in personal preventative medical and dental care. The employee shall be required to show proof of having received such care. The employee shall also provide as much notice to the Employer as is reasonably possible and endeavour to a reasonable extent to schedule appointments during off duty hours.

18.05 Sick Leave Record

In January, the Employer shall post the amount of sick leave accumulated to each employee's credit and the amount of sick leave used in the previous year by each employee. These lists shall include up to the end of December 31st of the previous year.

18.06 Group Life and Extended Health Plan

The Employer shall pay fifty (50) percent of the premium of an extended Health and Group Life Insurance Plan and the employee will pay fifty (50) percent. The Employer shall provide a copy of the Insurance Plan to the Union within thirty (30) days of the signing of this agreement.

18.07 Fringe Benefits

An employee shall continue to accumulate sick leave benefits while on a leave of absence which is required by the Employer. Employees who are off on sick leave shall continue to accrue all fringe benefits.

18.08 Sick Leave Credits for the First and Last Month of Employment

For the purpose of this Article, an employee who is paid full salary or wages in respect of fifty (50) percent or more of the days in the first or last calendar month of her/his service shall, in each case, be deemed to have had a month of service.

18.09 Injury on Duty

An employee who is injured during working hours and is required to leave for treatment or sent home for such injury, shall receive payment for the remainder of the shift or work day at her/his regular rate of pay without deduction from sick leave, provided that a medical practitioner, the staff health officer, or the appropriate Management representative, stated that the employee is unfit for further work.

18.10 Extension of Sick Leave

(a) Eight (8) Hour Shifts

An employee with more than five (5) years of service who has exhausted her/his sick leave credits may be al-

lowed in the event of illness, an extension of her/his sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon her/his return to duty from her/his normal monthly accumulation.

(b) **Twelve (12) Hour Shifts**

An employee with more than five (5) years of service who has exhausted her/his sick leave credits may be allowed in the event of illness, an extension of her/his sick leave to a maximum of one hundred and twelve point five (112.5) hours. This sick leave extension shall be repaid by the employee upon her/his return to duty from her/his normal monthly accumulation.

**ARTICLE 19 - MATERNITY/ADOPTION/
PARENTAL LEAVE**

19.01 (a) **Request for Maternity Leave**

An employee shall be eligible for and shall be permitted to commence maternity leave at the beginning of the 6th month of pregnancy. Permission to commence maternity leave shall not be unreasonably denied.

(b) **Request for Adoption Leave**

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

(c) **Request for Parental Leave**

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

(d) The maximum leave allowed under this clause shall be fifty-two (52) weeks in total. However, the Employer may grant leave without pay when an employee is unable to return to duty after the expiration of leave under this clause, during which the employee shall earn service for seniority purposes.

19.02 Dismissal

Pregnancy will not constitute cause for dismissal. The Employer retains the right to require an employee to commence maternity leave if the state of her health becomes incompatible with the requirements of the job.

19.03 Return to Work

An employee may return to duty provided she/he has given the Employer two (2) weeks' notice of her/his intention to do so.

19.04 Vacation Before or After Leave

At her/his request, an employee may be awarded vacation immediately before or immediately following maternity/adoption/parental leave.

19.05 Period of Protection

An employee's position as defined in 20.01, will be protected for the total period of her/his maternity/adoption/parental leave.

19.06 Service While on Maternity/Adoption/Parental Leave

While on maternity/adoption/parental leave, an employee shall continue to accumulate service for seniority, annual leave, severance pay, sick leave and step progression to a maximum of 1950 hours. Should an employee change employment status at the employee's request (i.e. full time to part time or part time to full time) prior to or during the period of leave under this Article, the benefits outlined above will be credited on the basis of the new hours of work effective the date of the change in status.

19.07 Group Insurance While on Maternity/Adoption/Parental Leave

Employees on maternity/adoption/parental leave will have the option of continuing to pay their portion of the group insurance plan premiums. Where the employee continues to pay her/his premiums, the Employer shall continue to pay its portion of the group insurance plan premiums while the employee is on maternity/adoption/parental leave to a maximum of fifty-two (52) weeks.

- 19.08 Standby, Callback and Overtime - Pregnant Employees**
Pregnant employees may obtain upon request an exemption from the performance of standby, callback, or overtime provided a sufficient number of employees in the work area agree to share the necessary standby, callback and overtime duty.
- 19.09 Standby, Callback and Overtime - Breastfeeding**
An employee returning from maternity leave or parental leave and still breastfeeding her child may be exempt from standby, callback, and overtime until the child is one (1) year old provided that a sufficient number of employees in the work area agree to share the necessary standby, callback and overtime.
- 19.10 New Positions**
An employee who applies for a position in accordance with Article 24 while on maternity/adoption/parental leave shall be considered for that position in accordance with the provisions of Article 24. If the employee on maternity/adoption/parental leave is successful, her/his trial period shall start upon her/his return to work.
- 19.11 Job Postings**
Upon written request to the Employer from the employee who is on maternity/adoption/parental leave, job postings prepared in accordance with Article 24 shall be forwarded to the employee.
- 19.12 Illness Associated with Pregnancy**
An employee may be awarded sick leave for illness that is a result of, or may be associated with, pregnancy provided that she is not on maternity leave.

ARTICLE 20 - POSITION PROTECTION

- 20.01 Position**
For the purpose of this article “position” means:
- (a) the particular nursing unit or hospital department (e.g. OR, Medical, OPD, Nursery, etc.) where an employee was regularly employed before her/his leave of absence;
or,

- (b) where an employee was not employed in a “Nursing Unit” situation her/his “position” would be considered the function or group of functions which she/he regularly carried out before her/his leave of absence (e.g. clinic nurse, team leader, day care nurse, staff health nurse, liaison nurse, etc.).

***20.02 Period of Protection**

Employees who have been granted leave in accordance with Articles 16, 18, 21 and 22 will have their positions protected for the period of the approved leave up to a maximum of twenty-four (24) consecutive months unless the position is abolished. Where the position has been abolished the employee’s classification and salary will be protected for the period of the approved leave.

20.03 Protection for Education Leave

Notwithstanding clause 20.02, employees who have been granted special leave for educational purposes in accordance with Article 22 will have their positions protected for the total period they are on special leave.

20.04 Protection for Employees on Workers’ Compensation

Subject to Article 23, employees who are on Workers’ Compensation shall have their positions protected for the duration of time they are on Workers’ Compensation.

ARTICLE 21 - COMPASSIONATE LEAVE

21.01 Compassionate Leave

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

- (a) In the case of the death of an employee’s mother, father, brother, sister, child, spouse, common-law-spouse, legal guardian, grandmother, grandfather, grandchild, father-in-law, mother-in-law, or near relative living in the same household, three (3) working days; and
- (b) In the case of her/his son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) working day.

- (c) If the death of a relative referred to in clause 21.01 (a) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) working days for the purpose of attending the funeral.
- (d) In cases where extraordinary circumstances prevail, the Employer at his discretion may grant special leave with pay for bereavement up to a maximum of two (2) working days in addition to that provided in clauses 21.01 (a) and (c).
- (e) For the purpose of clause 21.01, a working day is defined as the day that the employee would have been working on the date for which the leave is requested.

21.02 Special Leave Without Pay

Special compassionate leave without pay may be granted with the approval of the Employer.

***ARTICLE 22 - SPECIAL LEAVE**

***22.01 Special Leave Without Pay**

An employee may be granted special leave without pay in exceptional circumstances provided she/he has no current or accumulated annual leave available to her/him, provided she/he returns to the employ of the Employer, she/he shall retain accumulated sick leave, seniority, vacation entitlement and salary. While on such leave, employees shall continue to accumulate seniority.

22.02 Paid Jury or Court Witness

- (a) The Employer shall grant a leave of absence without loss of pay, seniority, or accumulated benefits to an employee who is summoned for jury service, or serves as a juror or who is subpoenaed to attend upon a court as a witness in any court.
- (b) If the employee is required to be in court as a witness in any matter arising out of her/his employment with the Employer on her/his scheduled day of rest or after

her/his regularly scheduled shift, she/he shall be compensated at her/his regular hourly rate or time off in lieu of pay for each hour spent in court on her/his day of rest or after her/his regularly scheduled shift to a maximum of seven and one half (7 1/2) hours per day.

- (c) When requested, the employee shall present proof that she/he attended as a juror or a witness pursuant to sub-paragraph (a) or sub-paragraph (b).
- (d) Where an employee appears before a court for reasons other than those stated in (a) and (b) above, she/he shall be granted a leave of absence without pay or allowed to take annual leave or time off in lieu of overtime she/he may have to her/his credit.

22.03 Educational Leave

An employee may be granted educational leave without pay for varying periods, which leave shall not be unreasonably withheld, provided a suitable replacement is available to work. Except in the case of extenuating circumstances, any employee desiring educational leave shall apply to the appropriate manager or her/his designate in writing a minimum of two (2) months prior to the anticipated date of commencement of the leave. Any employee desiring to terminate her/his educational leave early shall give a minimum of one (1) month's notice in writing indicating the date the employee anticipates returning to work. While on education leave, an employee:

- (i) shall retain and continue to accumulate seniority; and
- (ii) shall retain all other benefits of the collective agreement accumulated prior to the date of commencement of her/his leave.

***22.04 Extended Unpaid Leave**

Upon written request, a permanent employee who has completed two (2) years of service shall be granted leave up to an initial maximum of twelve (12) months without pay and without loss of accumulated seniority and benefits provided that such leave shall not cause an unreasonable interference with

the Employer's operation and that a suitable replacement is available. An employee shall be entitled up to a maximum of twelve (12) months unpaid leave for each two (2) years of service with the understanding that an employee with an additional two (2) years of service may request an additional twelve (12) months of leave (maximum of twenty-four (24) consecutive months leave) without the necessity of having to return to work. Such an extension must be by mutual agreement between the employee and the employer. Employees shall not be subject to any benefits of this agreement during this period, except that while on such leave, employees shall continue to accumulate service for seniority purposes only. The minimum amount of unpaid leave an employee may request under this clause is eight (8) weeks.

***22.05 Deferred Salary Leave Plan**

The deferred salary leave plan as outlined in Schedule I shall be effective January 1, 1995.

***ARTICLE 23 - SENIORITY, LAYOFF AND RECALL**

***23.01 Seniority Defined**

Subject to clause 33.08 and 33.10 seniority is defined as the length of continuous service (excluding overtime) with the Employer and shall date from the last entry into employment with the Employer.

23.02 Seniority Roster

Subject to clause 23.01, a seniority roster of all employees covered by this agreement who have seniority shall be posted by the Employer before January 31 of each year in a place accessible to all employees so affected, showing the employee's name, classification, last date of hiring, the actual seniority earned by the employees expressed in hours or seniority numbers if applicable, and the employee's employment status (full time, part time, temporary or casual).

23.03 Protest Period

The seniority roster shall be turned over to the Union or a person designated by the Union after a thirty (30) day protest period following each posting.

23.04 Layoff and Recall

Layoff and recall shall be in accordance with Schedule “N”.

23.05 Advance Notice of Layoff

Employees shall only be laid off because of lack of work. The Union shall be given forty-eight (48) hours notice of the lay-off of any employee within the scope of this agreement. Unless legislation is more favourable to the employee, the Employer shall notify permanent employees who are to be laid off thirty (30) calendar days prior to the date of layoff and temporary employees fourteen (14) calendar days prior to the date of layoff.

If the employee has not had an opportunity to work the days as provided in this article, she/he shall be paid for the days for which work was not made available. An employee who is bumped by another employee shall be deemed to have been given the notice on the same date the notice was given to the senior employee whose position is affected.

23.06 Loss of Seniority on Suspension

Seniority shall be forfeited by an employee if he/she is suspended for just cause, in which event, the loss of seniority shall be for the period of suspension.

23.07 Loss of Seniority

Seniority shall be forfeited by an employee and she/he shall be deemed to be terminated for any of the following reasons:

- (a) she/he resigns;
- (b) she/he is discharged for just cause;
- (c) she/he has been laid off for a period of two (2) years or more and/or recall rights have expired;
- (d) she/he fails to return to work upon recall in circumstances where she/he was obligated to accept recall; or
- (e) she/he is a casual employee and two (2) years have elapsed from the last date of work.

23.08 No New Employee(s)

No new employee(s) shall be employed to fill a vacant nursing position in the bargaining unit until all those who have been laid off have been given the opportunity of re-employment.

***23.09 Transfer and Seniority Outside the Bargaining Unit**

- (a) No employee shall be transferred to a position outside the bargaining unit without her/his consent. If an employee is transferred to a position outside the bargaining unit, she/he shall retain her/his seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority while outside the unit.
- (b) An employee who transfers outside the bargaining unit and who obtains a casual or temporary position within the bargaining unit will accumulate seniority in accordance with clause 23.01 from the date of appointment to a casual or temporary position but will not be credited with her/his former bargaining unit seniority until such time as she/he obtains a permanent position.
- *(c) An employee who accepts a temporary management position(s) will be granted position protection from her/his bargaining unit position for a maximum of two cumulative years, provided the employer posts the resulting bargaining unit position on a temporary basis. The Employer shall provide prior written notice of both the commencement and termination dates of the temporary position to the Union and branch.

23.10 Probation For Newly Hired Employees

After completion of the probationary period, seniority shall be effective from the last date of hire.

23.11 Temporary Employees - Layoff

A temporary employee who is laid off prior to the date specified in her/his most recent letter of appointment shall have recall rights until the date specified in her/his letter of appointment, after which date she/he shall be considered to be

terminated, but she/he shall retain her/his seniority for the purposes of clauses 24.02 and 24.04 for a period of two (2) years from the date of layoff, or termination whichever is earlier.

ARTICLE 24 - PROMOTIONS AND STAFF CHANGES

24.01 Effective Date

Changes in pay rates as a result of a promotion shall be effective from the date of the promotion stated in the letter of appointment.

24.02 Posting of Vacancies

All vacancies and all newly created positions in the classifications covered by this agreement, shall be posted electronically (where possible) and/or on all bulletin boards provided for a minimum of ten (10) calendar days.

24.03 Contents of Postings

(a) The notice posted within the hospital shall contain the following:

- (i) classification and salary scale;
- (ii) qualifications, including required knowledge, education and any skills necessary to perform the job; and
- (iii) whether shift work could be involved.

Such qualifications may not be established in an arbitrary or discriminatory manner.

(b) Copies of all postings shall be forwarded to the branch president or her/his designate at the time of posting.

24.04 Awarding of Positions

(a) All Level 1 positions shall be considered on the basis of seniority, fitness and qualifications before appointments are made.

- (b) In making all other staff changes, primary consideration shall be given to qualifications, ability and fitness to perform the required duties. Where qualifications, ability and fitness are equal, seniority as defined in Article 23 shall prevail.

24.05 Notification of Successful Applicant

Within five (5) days of the date of an appointment to a position, applicants and the Branch President (or designate) will be notified of the successful applicant.

24.06 Trial Period

- (a) (i) **Eight (8) Hour Shifts**

The employee who accepts a promotion to a higher position is entitled to a trial period of up to sixty (60) working days. During this period, the employee may return to her/his former position and salary without loss of seniority.

- (ii) **Twelve (12) Hour Shifts**

The employee who accepts a promotion to a higher position is entitled to a trial period of up to four hundred and fifty (450) working hours. During this period, the employee may return to her/his former position and salary without loss of seniority.

- (b) Casual employees who obtain a permanent position or a temporary position for more than sixty (60) working days (450 working hours), may be required to work a trial period. The length of time of the trial period will be as outlined in (a) above. No casual or temporary employee shall be required to complete a second trial period in the same unit or work area within a twelve (12) month period.

24.07 Return to Former Position

- (a) If, in the opinion of the Employer, the successful applicant proves unsatisfactory in the position during the aforementioned trial period, she/he shall be returned to

her/his former position and salary without loss of seniority and any other employee promoted or transferred because of the rearrangement of the position shall be returned to her/his former position and salary without loss of seniority.

- (b) A casual employee who is unsuccessful in her/his trial period shall return to her/his casual status.

24.08 Temporary Vacancies

No position of a permanent nature will be filled by keeping temporary employees or part time employees on to fill the position without having the position posted.

24.09 Displacement

Displacement designates any temporary change of position of an employee affected at the request of the Employer. If the displacement requires the employee to move to another place of employment, the displacement shall not exceed one month.

- (a) The employee must accept displacement in the case of:
 - (i) increased or decreased work load;
 - (ii) unexpected absence resulting in an urgent or imperative need for personnel in a given nursing unit;
 - (iii) emergencies.

In all other cases of displacement there must be mutual agreement between the employee and the Employer.

- (b) In all cases of displacement, the Employer should not displace any employee if the utilization of other means is expedient.
- (c) Displacement within the nursing units should be carried out in an equitable manner among the employees.

***24.10 Reduction of Hours of Work**

- (a) Where a permanent full time employee wishes to reduce her/his hours of work to part-time, she/he may approach

her/his employer with her/his request indicating the number of shifts each week she/he is prepared to work. Should the employer agree to consider this request, the employer will fill the remaining shifts in accordance with Article 24. If an applicant is selected in accordance with Article 24 for the available shifts on a part-time basis, the request of the full time employee shall be granted.

- (b) With the consent of the employer, a permanent part-time employee may reduce her/his hours of work. Any remaining shifts may be posted at the discretion of the employer.
- *(c) With the consent of the employer, a permanent full-time employee or a permanent part-time employee who wishes to reduce her/his hours of work on a temporary basis of two (2) years or less may do so, provided the Union and Branch are given prior written notice of both the commencement and termination dates by the employer. The employer shall endeavor to fill the remaining bargaining unit shifts. Furthermore, the parties recognize that any employee hired to replace a registered nurse, who temporarily reduces his/her hours of work, shall be considered to meet the definition of temporary employee.

ARTICLE 25 - SALARIES

25.01 Receive Salaries as Per Schedule A

Subject to clause 25.02, all employees covered by this agreement shall receive salaries as specified in Schedule "A".

25.02 Unregistered Nurses

- (a) Subject to the provisions of Schedule "A", unregistered nurses shall receive a salary of nine hundred and fifty dollars (\$950.00) below the minimum salary of a Nurse I and such nurses shall not advance up the salary scale nor hold a position above a Nurse I level.

- (b) If a registered nurse was registered in another Canadian Province or another country, she/he shall be entitled to the benefits of experience credits contained in Schedule “B” upon confirmation of a registration in this Province.

25.03 Isolation Allowance

An isolation allowance of six hundred and sixty dollars (\$660.00) per annum shall be paid on a prorated basis to all employees working in the following areas: Burgeo, Fogo and Harbour Breton and other areas as may be mutually agreed upon by the Minister of Health and Community Services and the Union. Employees currently receiving more than a six hundred and sixty dollars (\$660.00) allowance will continue to receive that amount.

25.04 Labrador Benefits

The Labrador benefits shall be paid to employees covered by this agreement who are eligible to receive such benefits as outlined in the Labrador Agreement as outlined in Schedule “H”. If the rates are increased for any of the signatories to the Labrador Benefits Agreement, they will also be increased for the NLNU.

25.05 Reclassification

No employees shall suffer loss of pay as a result of reclassification.

25.06 ICU/CCU Allowance

A registered nurse who is permanently assigned to the ICU/CCU in any hospital shall receive a monthly allowance of fifty dollars (\$50.00). If a classification review results in a classification for ICU/CCU nurses, this allowance will be eliminated.

ARTICLE 26 - PENSION PLAN

26.01 Pension Plan

- (a) The Employer shall make available a pension plan for employees covered by this Agreement who are eligible to participate in such a plan.

- (b) The Employer shall make available a Money Purchase Pension Plan for employees covered by this agreement who are eligible to participate in such a plan.
- (c) The union shall be entitled to copies of the plans upon request.

ARTICLE 27 - STAFF DEVELOPMENT

27.01 List of Duties and Responsibilities

The Employer shall provide each new employee with a listing of the duties and responsibilities for her/his work area within two (2) weeks of her/his date of hire.

27.02 Orientation Program

The Employer shall provide an orientation program of not less than two (2) weeks to include essential information such as agency policies, procedures, routines, location of supplies and equipment, fire and disaster plans, etc.

27.03 In-Service Program

- (a) The Employer shall provide an in-service program on a continuing basis focused on the needs of the staff for the improvement of patient care. When employees are required to attend compulsory in-service programs outside of the employees' normal hours of work, all such time in attendance shall be paid at the applicable overtime rate.
- (b) When selecting topics for in-service education, the Employer will give consideration to the following programs:
 - (i) CPR
 - (ii) Fire Safety
 - (iii) Evacuations
- (c) The employer shall make available an in-service program in the Prevention of Back Injuries.

27.04 In-Service Program - Specialty Units

The Employer shall provide an adequate in-service training program for new employees entering specialty units.

27.05 Interviewing New Employees

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay during the first month of employment for the purpose of acquainting the new employee with the benefits and responsibilities of union membership. Where possible such interviewing will take place on a group basis during the orientation program for new employees. Interviews shall be held at a time mutually agreeable between the Employer and the union representative in the hospital.

27.06 Bulletin Boards

A bulletin board shall be made available for use by the Union for posting information on current events, meeting notices, etc. in a place accessible to all employees.

27.07 Occupational Health and Safety Committee

- (a) The Employer and the Union recognize the importance of health and safety in the workplace. It is the intention of both parties to achieve and maintain through mutual cooperation, a healthy and safe working environment.
- (b) There shall be an Occupational Health and Safety Committee in the workplace, established and governed in accordance with the Occupational Health and Safety Act and regulations with at least one bargaining unit registered nurse on this committee.
- (c) The Registered Nurse on the Occupational Health and Safety Committee shall be selected by the employees and shall not lose regular salary or benefits for the time spent in committee meetings.
- (d) The Occupational Health and Safety Committee shall establish its own guidelines for determining which incidents and injuries are investigated. The Committee will endeavour to ensure that all incidents resulting in lost time Workers' Compensation claims are investigated.

ARTICLE 28 - HEALTH PROGRAM

28.01 Staff Health Services

A staff health service shall be available in the case of accident, illness or injury while a registered nurse is on duty.

28.02 Medical Examinations

Medical examinations, x-ray, etc., required by the Employer shall be provided free of charge to the employee through the staff health program.

28.03 Employee's Choice of Physician

An employee shall have the option of being attended to by a doctor of her/his choice in the situations described in clauses 28.01 and 28.02 provided there is no expense to the Employer.

28.04 Immunizations

Immunizations which are required as a preventative health measure shall be provided free of charge to all employees.

28.05 Radiological Hazards

The Employer will ensure that radiation levels are monitored in all areas using x-ray equipment and any other device that could expose employees to radiation levels.

ARTICLE 29 - TERMINATION OF EMPLOYMENT

29.01 Vacation Pay on Termination of Service

Upon termination of service for any cause, an employee will receive vacation pay for all her/his current annual vacation on a proportionate basis taking into account the actual number of months worked since the beginning of the vacation year per Schedule "E" less any previously taken in the period plus pay for her/his accumulated vacation carried forward from a previous year.

29.02 Letter of Intent

An employee shall not be required to submit a letter of intent regarding her/his continued employment with the Employer. The Employer may survey members of the staff to obtain the necessary information to assist in future staff planning.

29.03 Period of Notice

Three (3) weeks written notice shall be given regarding termination of employment by the employee unless otherwise reduced or eliminated by mutual agreement between the Employer and the employee.

29.04 Pay on Termination

The Employer will endeavour to pay employees all earned benefits on the payday following termination providing the employee gives three (3) weeks written notice of termination.

ARTICLE 30 - DISCIPLINE

30.01 Employer Actions

An employee who has completed her/his probationary period may be suspended, discharged, or disciplined but only for just cause.

30.02 Procedure

When an employee is disciplined, such employee shall be advised in writing by the employer of the reason for such discipline. Such disciplinary action will be taken in accordance with Clause 30.03 below. This notification shall be by registered mail or hand-delivered letter.

30.03 Adverse Report

The Employer shall notify the employee in writing of any dissatisfaction concerning her/his work within fourteen (14) calendar days of the event of the complaint. This notification shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, the expression of dissatisfaction shall not become a part of her/his record for use against her/him at any time. This Article shall apply in respect to any expression of dissatisfaction relating to her/his work or otherwise which may be detrimental to an employee's advancement or standing with the Employer. The record of the employee shall not be used against her/him after eighteen (18) months have elapsed, providing another warning or reprimand relating to the same or similar offence has not been given within that period. The employee shall be responsible to see that any such document is removed from

her/his file. The employee's written reply to such notification of dissatisfaction shall become part of her/his record. A letter of discharge, or a letter of suspension, shall also be considered an adverse report for the purposes of Article 30.

30.04 Reinstatement

Where it is determined that an employee has been suspended without pay or discharged in violation of clause 30.01, that employee shall be immediately reinstated in her/his former position without loss of seniority or any other benefit which would have accrued to her/him if she/he had not been suspended or discharged. One of the benefits which she/he shall not lose is her/his regular pay during the period of suspension or discharge which shall be paid to her/him at the end of the next complete pay period following her/his reinstatement.

30.05 Personal Record

All reference to a suspension or discharge placed on an employee, who was reinstated under the provisions of clause 30.04, shall be removed from her/his personal file and future references for employment requested by the employee or another Employer shall contain no indication of the suspension or discharge.

30.06 Redress

Subject to clause 30.04, in cases where an employee is found to be unjustly disciplined, redress shall be awarded the employee in such a manner as is acceptable to the Union and the Employer or as directed by an Arbitration Award.

30.07 Work Days

Saturdays, Sundays and Holidays (recognized herein) shall not be included when determining the time within which action is to be taken under Article 30.

30.08 Employee File

An employee shall be entitled to her/his rights under clauses 5.07 and 5.08.

ARTICLE 31 - DRESSING ROOMS AND PARKING FACILITIES

31.01 Dressing Rooms

In places of employment where not already provided, dressing rooms, individual lockers and washroom facilities, shall be provided within six (6) months of the signing of this agreement. A lounge, for the use of employees covered by this Agreement, shall be provided in all hospitals and institutions. In hospitals and institutions where the problem of space exists, the Union and the Employer may mutually agree to vary the time limits imposed by this Article.

31.02 Parking Facilities

The Employer shall provide, whenever possible, adequate facilities for employees to park their cars during the working hours.

ARTICLE 32 - PART-TIME EMPLOYEES

32.01 Hourly Rate

The hourly rate for all part time, casual and temporary employees except where they are Public Health Nurses shall be calculated by the following formula:

$$\frac{\text{Annual Salary (Full Time)}}{1950}$$

The hourly rate for all part time, casual and temporary Public Health Nurses shall be calculated by the following formula:

$$\frac{\text{Annual Salary (Full Time)}}{1820}$$

32.02 Awarding of Benefits to Part-Time Employees

The benefits awarded to part-time employees shall be prorated to those of full time employees.

32.03 Calculation of Seniority

Seniority of the part time employees shall be calculated on a prorated basis from the date of hiring.

32.04 Letter of Appointment

An employee under this article shall receive a letter of appointment clearly stating her/his employment status and the expected duration of employment.

32.05 Part-Time Employees - Additional Shifts

All time worked by part-time employees in excess of equivalent full-time hours on a daily basis or weekly basis shall be considered overtime. After her/his regular scheduled hours up to equivalent full-time hours, part time employees shall be paid the sum of thirty (30) cents per hour in addition to her/his regular hourly rate.

***ARTICLE 33 - CASUAL EMPLOYEES**

***33.01 Obligation**

Casual employees have no obligation to the Employer to come when they are called and the Employer has no obligation to call any one particular employee.

***33.02 Benefits**

Casual employees shall be entitled to all the benefits of the Collective Agreement except for the following articles:

9.05, 9.06, 11, 16, 17, 18, 19, 20, 21, 22, 23.01, 23.04, 23.05, 23.07(c), 23.07(d), 23.08, 23.11, 24.06(a), 24.07(a), 24.08, 24.09, 24.10, , 26.01(a), 29, 32.02, 32.03, 32.05, 34.01, 38.01, 39, 41, 44.01 and 46.

In lieu of the benefits outlined in these articles, the employees shall receive twenty (20) percent of their basic salary as in Schedule "A". Casual employees shall participate in the Government Money Purchase Pension Plan.

***33.03 List of Casual Employees**

A list of the casual employees used by the Employer in each work area shall be posted in that area.

***33.04 Letters of Appointment**

A casual employee shall receive a letter of appointment within thirty (30) days of her/his appointment to casual status.

***33.05 Contact Information**

It is the responsibility of the casual employee to keep the Employer informed of her/his current address and telephone number.

***33.06 Notification of Unavailability**

Two weeks prior to the commencement of each quarter, specifically December 1st, March 1st, June 1st and September 1st, a casual employee shall indicate in writing to her/his manager or designate periods of unavailability for that quarter and the Employer will not normally call the casual employee during a designated period of unavailability.

***33.07 Obligation Regarding Pre-Booked Shifts**

(i) Obligation of the Casual Employee

The casual employee shall not cancel a pre-booked shift(s) except in cases of illness or just cause.

(ii) Obligation of the Employer

Should the need for a casual employee change on the unit(s) for which a shift(s) was originally booked before the commencement of the shift(s) such that the casual employee is no longer required on that unit(s), the Employer shall notify the casual employee and offer her/him another work assignment. If the casual employee does not wish to accept the work assignment, the Employer has no further obligation to the casual employee for that shift(s) and the shift(s) will be cancelled.

***33.08 Seniority for Casual Employees**

Seniority for casual employees shall be defined as time worked after January 13, (excluding overtime) and shall apply only to clause 24.04.

(i) Seniority for casual employees who have worked 487.5 hours as of January 13, 1995, shall be counted from the date of signing (no retroactivity).

(ii) Seniority for casual employees who have not worked 487.5 hours as of January 13, 1995, shall be counted only after the casual employee has worked 487.5 hours.

After the casual employee has worked 487.5 hours she/he shall be credited with seniority for time worked after the date of signing.

- (iii) Seniority for casual employees hired after January 13, 1995, shall be counted only after the casual employee has worked 487.5 hours. After the casual employee works 487.5 hours, she/he shall be credited with 487.5 hours of seniority.

***33.09 Work on Statutory Holiday**

Casual employees who work on a statutory holiday shall be paid at the rate of time and one-half (1 ½) for each hour worked on the statutory holiday. No payment shall be made for the statutory holiday as outlined in clause 17.01, as this is covered by the twenty (20) percent in **clause 33.02**.

***33.10 Seniority for Casual Employees While in Temporary Positions**

Subject to clause 23.11, casual employees who return to casual status following a period in a temporary bargaining unit position, or temporary employees who obtain casual employment following a period in a temporary bargaining unit position, shall retain seniority earned in the temporary position. Such seniority shall be added to seniority earned by the employee while in the casual status (if any) and shall be used only for the purposes of clause 24.04.

***33.11 Casual Employee Unavailable Because of Maternity/Adoption/Parental Reasons**

A casual employee who applies for a position in accordance with clause 24.04 while unavailable because of maternity/adoption/parental reasons for a maximum of fifty-two (52) weeks, shall be considered for the position in accordance with clause 24.04. If the casual employee is successful, she/he shall assume the position upon her/his return to work.

ARTICLE 34 - SPECIAL ALLOWANCE

34.01 Uniform Allowance

An employee who is required to wear a uniform not supplied

by the Employer shall receive a uniform or a clothing allowance in the amount of one hundred and fifty five dollars (\$155) which shall be paid on the first pay period in December or upon termination on a pro rated basis.

34.02 Provision of Protective Clothing

Where protective clothing is necessary and is routinely required to be worn, the Employer shall provide such clothing free of charge. In cases where laundering of such clothing is required it shall be provided free of charge. Protective clothing shall not be deemed to be normal uniform.

34.03 Areas for Wearing of Protective Clothing

Protective clothing shall be provided in the following areas:

- | | |
|---------------------|--------------------------|
| (a) Pediatric Units | (c) Case Rooms |
| (b) Operating Rooms | (d) Intensive Care Units |

34.04 Public Health Nurses' Uniforms

Uniforms will be provided for Public Health Nurses. Public Health Nurses who are employed by the Grenfell Regional Health Services shall be subject to the provisions of clause 34.01.

34.05 Damaged Attire

Any attire or article worn by an employee which is damaged by a patient in the course of her/his duties without her/his carelessness shall be repaired or replaced at the Employer's cost.

ARTICLE 35 - TEMPORARY ASSIGNMENT

35.01 Assignment to Higher Classification

Subject to clause 35.02, when an employee is temporarily assigned to a position of higher classification she/he shall be paid an additional sixty-five (65) cents per hour per shift for each shift or part thereof when so assigned, provided she/he works four (4) hours.

35.02 Assignment Exceeding Ten (10) Days

(a) Eight (8) Hour Shifts

When a period of temporary assignment exceeds ten

(10) consecutive working days exclusive of days of rest, the employee shall be paid the rate of pay for the higher classification in accordance with the promotion procedure for all time worked in the higher classification in excess of ten (10) working days.

(b) **Assignment Exceeding Fourteen (14) Calendar Days Twelve (12) Hour Shifts**

When a period of temporary assignment exceeds fourteen (14) calendar days, the employee shall be paid the rate of pay for the higher classification in accordance with the promotion procedure for all time worked in the higher classification in excess of fourteen (14) calendar days.

35.03 No Additional Payment

When an employee qualifies for the rate of pay established in accordance with clause 35.02, she/he will no longer receive the additional payment set forth in clause 35.01.

***35.04 Registered Nurse in Charge of Unit**

***(a) Eight (8) and Twelve (12) Hour Shifts (including all weekend shifts)**

When a Level I registered nurse, in any classification, is designated in charge of a unit, she/he shall receive an additional eighty-five (85) cents per hour provided she/he works five (5) hours of the shift. A registered nurse shall be considered to be in charge if she/he is responsible for the patient care in her/his work area, as well as the assignment and direction of other employees assigned to that area, whether or not those employees are members of the NLNU bargaining unit.

(b) In Charge 0800-1600 hours (Monday through Friday)

The in-charge premium shall be paid for each hour worked in charge between 0800-1600 hours (Monday through Friday) when the following criteria have been met and provided no other bargaining unit member has been assigned in-charge duties:

- (i) The Manager designates a Level 1 registered nurse to be in charge (either verbally or in writing) between 0800 and 1600 hours, or
- (ii) The Manager anticipates being absent from the work area/unit for two or more consecutive hours (exclusive of meal breaks and rest periods) between 0800 and 1600 hours, or
- (iii) The Manager anticipates being absent from the work area/unit for more than four (4) cumulative hours (exclusive of meal breaks and rest periods) between 0800 and 1600 hours.

In either of the criteria outlined above, the work areas/units will be determined based on current structure in place for the assignment of in charge between the hours of 1600 and 0800. However, in the event of restructuring or reorganization of services, employers may change the structure of work areas/units. Provisions will be made for discussion between the union and employer where these changes impact on the number of registered nurses assigned in charge.

- (c) A Level 1 registered nurse, in any classification, shall not be deemed to have had in-charge responsibilities on the shift unless she/he has been designated in charge under this clause.

35.05 Temporary Assignment to Lower Classification

When an employee is required to perform temporarily any work in a classification for which a lower rate than her/his own is paid, she/he shall continue to be paid her/his regular rate of pay.

***35.06 Team Leader**

When a Level I registered nurse in any classification is a team leader on the eight (8) to four (4) shift Monday to Friday she/he shall receive an additional eighty-five (85) cents per hour provided she/he works five (5) hours of the shift. A registered nurse shall be considered as a team leader if she/he is

responsible for the patient care of the patients assigned to her/his team as well as the assignment and direction of the employees on her/his team.

ARTICLE 36 - USE OF AUTOMOBILE

36.01 Kilometre Rate

An employee who is not required as a condition of employment to have an automobile at her/his disposal, but who is required by the Employer to use her/his own car on the Employer's business shall be reimbursed at the rate of thirty-one point five (31.5) cents per kilometer effective April 1, 2000. If Government increases the rates paid to non-bargaining unit and management employees during the life of this agreement, those rates will also apply to employees covered by this agreement. (see MOA on page 234)

36.02 Registered Nurses' Automobile Allowances

- (a) When a registered nurse is required as a condition of employment to have an automobile at her/his disposal, she/he shall be paid an automobile allowance of eighty-five (85) dollars per month and she/he shall be paid for her/his kilometer travel on Employer business at the rate of thirty-one point five (31.5) cents per kilometer, effective April 1, 2000, with a guaranteed minimum of one thousand, two hundred (1,200) dollars per annum.
- (b) On receipt of invoice, reimbursement for the difference between private and business insurance.
- (c) Reimbursement of parking meter expenses incurred while on the business of the Employer, up to a maximum of ten (10) dollars per week effective April 1, 1999.
- (d) If Government increases the rates paid non-bargaining unit and management employees during the life of this Agreement, those rates will also apply to employees covered by this Agreement. (see MOA on page 234)

***36.03 Meal Rates**

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

For travel in the Province, the per diem meal rate shall be: Forty-three dollars and seventy cents (\$43.70) (\$8.00 – breakfast; \$14.00 – lunch; \$21.70 – dinner).

For travel outside the Province, the per diem meal rate shall be:

Fifty dollars and twenty cents (\$50.20) (\$10.15 breakfast; \$16.40 lunch; \$23.65 dinner).

Fifty dollars and twenty cents (\$50.20 U.S) per day for travel in the U.S. (\$10.15 breakfast; \$16.40 lunch; \$23.65 dinner).

Fifty-five dollars and twenty cents (\$55.20) per day for all other travel (\$11.25 – breakfast; \$17.95 – lunch; \$26.00 – dinner)

In areas where the cost of meals is likely to exceed these rates, in the opinion of the Chief Executive Officer, vouchered expenses may be submitted and when the rates are increased by Treasury Board for meals, these rates will apply to registered nurses.

36.04 Private Accommodations

When an employee provides her/his own accommodations while travelling on the Employer's business, she/he will be compensated at the rate of twenty-five dollars (\$25) per night, effective April 1, 1999. In the event that during the life of this collective agreement, Treasury Board increases the amounts paid to employees who utilize private accommodations, these increases shall be paid to all eligible employees from the date specified by the Treasury Board.

The Employer agrees to maintain existing conditions that are more beneficial than the terms of this clause for the life of this agreement.

ARTICLE 37 - WORKERS' COMPENSATION

37.01 Scope of Workplace Health, Safety and Compensation Act

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

37.02 Pending Settlement

Pending a settlement of an insurable claim, the employee shall be paid by the Employer the amount she/he would be entitled to under the Workplace Health, Safety and Compensation Act.

The existing benefit accumulation practices shall be retained for the life of this Agreement, unless agreed otherwise.

37.03 Retention of Benefits

An employee who is unable to work due to injury received on duty shall not lose vacation or sick leave credits.

37.04 Notice of Injury

Subject to Section 53 of the Workplace Health, Safety and Compensation Act, 1990, no compensation is payable to an employee unless:

- (i) She/he gives notice of the injury to her/his Employer as soon as practicable after the occurrence thereof and before she/he has voluntarily left the employment in which she/he was injured; and
- (ii) The claim for compensation is made within three (3) months from the occurrence of the injury or in case of death, within six months after the date of death.

37.05 Rehabilitation

- (a) A local representative of the employees and a representative of the Employer shall make every reasonable effort to have an injured employee returned to work with the Employer. These representatives and a representative of the Workplace Health, Safety and Compensation Commission, in consultation with the employee, shall review each long term claim (excess of 60 days) to discuss options, including any rehabilitation programs to assist the employee to return to work.

- (b) The Employer and the Union support the objectives of returning injured employees to employment through modified and ease back programs.
- (c) The representative of the employees and the representative of the Employer shall agree to develop a system of reviewing Workplace Health, Safety and Compensation claims and suggest methods of preventing injuries.
- (d) The representative of the employees and the Employer shall serve as coordinators in structuring ease back or modified work programs sponsored by the Workplace Health, Safety and Compensation Commission and shall act as support and contact persons for the injured employee while she/he is involved in ease back or modified work programs.

37.06 **Extended Earnings Loss**

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 the Workplace Health, Safety and Compensation Commission, 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 38 - TRANSFER AND PORTABILITY

38.01 **Benefits**

- (a) An employee transferring in good standing between hospitals covered in Schedule "C" or an employee who accepts employment in a hospital within one hundred and twenty (120) days of the resignation date from another hospital, shall retain the following benefits:
 - (i) accumulated sick leave credits
 - (ii) accumulated annual leave entitlement

- (iii) health and insurance plan
 - (iv) pension plan in accordance with the provisions of the pension plan for hospital employees
 - (v) service for severance pay purposes
 - (vi) service for step progression
- (b) Employees who receive portability of benefits under clause 38.01 (a) shall be placed on the appropriate salary scale at their new place of employment in accordance with the following:
- (i) if the new position carries a pay range higher than that of the position just vacated, the employee shall be placed on the appropriate step of the new pay range in accordance with existing promotion procedures
 - (ii) if the new position carries a pay range equivalent to that of the position just vacated, the employee shall be placed on the same step of the equivalent pay range in accordance with existing transfer procedures
 - (iii) if the new position carries a pay range lower than that of the position just vacated, the employee shall be placed on the step of the new pay range in accordance with existing voluntary demotion procedures

38.02 Re-employment After Termination

Employees, including casual employees, re-employed by any Employer covered by this collective agreement after termination shall be placed on their respective salary scales on a step not lower than the step they were on at the date of termination provided that they have not been out of the employment of an Employer covered by the Public Service Collective Bargaining Act for a period of more than two (2) years.

38.03 Re-Employment After Termination - Casual Employees

A permanent employee who is accepted for a casual position with another Employer covered by Schedule "C" within forty-five (45) calendar days and subsequently obtains permanent status without a break in service shall receive as a permanent employee with her/his new Employer the same step on the salary scale as she/he received from her/his previous Employer, provided she/he is employed in a classification at the same level.

38.04 Principles for Merging of Legacy Boards Seniority Lists

- (a) Effective April 1, 2005, employees who resigned from a casual, permanent or temporary position with a Regional Health Authority to take another position with the same Regional Health Authority and who forfeited seniority as a result of that resignation shall be credited with their forfeited seniority, provided they commenced their new permanent or temporary position within one hundred and twenty (120) days of resignation. There shall be no retroactive application of seniority.
- (b) Effective April 1, 2005, employees who resigned from a casual position with a Regional Health Authority to take another casual position with the same Regional Health Authority and who forfeited seniority as a result of that resignation shall be credited with their forfeited seniority, provided they commenced their new casual position within one hundred and twenty (120) days of resignation. There shall be no retroactive application of seniority.

**ARTICLE 39 - TECHNOLOGICAL CHANGE OR
NEW METHOD OF OPERATION**

39.01 Advance Notice

Before the introduction of any technological change or new method of operation which affects the right of employees, conditions of their employment, wage rates, or workloads, the Employer shall notify the Union of the proposed changes. Discussions on the proposed changes shall take place at least one (1) month following notification by the Employer.

39.02 No Lay-off

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

39.03 Income Protection

A permanent employee who is displaced from her/his job by virtue of technological change or new method of operation will suffer no reduction in her/his regular salary unless such an employee refused, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required to prevent displacement.

ARTICLE 40 - COMPLETE AGREEMENT

40.01 Complete Agreement

This Agreement is the entire Agreement of the parties hereto terminating all prior agreements and practices with respect to those matters specifically provided for herein and concluding all collective bargaining during the term of this Agreement.

40.02 Amending or Altering Agreement

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

ARTICLE 41 - SEVERANCE PAY

41.01 Service Requirements

An employee who has nine (9) or more years continuous service in the employ of the Employer is entitled to be paid on resignation or retirement, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by her/his weekly salary to a maximum of twenty (20) weeks pay. For the purpose of this Article, service for a temporary employee shall be the actual period of employment with the Employer provided that where

a break in employment exceeds twelve (12) consecutive months, service shall commence from the date of reemployment. For the purpose of this Article, the Employer refers to the collective group of Employers outlined in Schedule "C". Any severance pay entitlement to a deceased employee shall be paid to such employee's estate.

ARTICLE 42 - LEAVE FOR ATTENDANCE - ARNNL ANNUAL MEETING

42.01 Leave to Attend Meeting

Upon written request by the employee to the Employer, and with the approval of the Employer, leave with pay may be awarded as follows:

(i) Eight (8) Hour Shifts

Paid leave of absence not exceeding three (3) days may be granted to an employee to attend the Association of Registered Nurses of Newfoundland and Labrador annual meeting. The Employer will make every endeavour to grant such leave of absence.

(ii) Twelve (12) Hour Shifts

Paid leave of absence not exceeding twenty-two point five (22.5) working hours shall be granted to an employee to attend the Association of Registered Nurses of Newfoundland and Labrador annual meeting.

ARTICLE 43 - INSTRUCTORS

43.01 Hours of Work

The regular weekly hours shall be thirty-seven and one half (37 1/2) hours a week or seventy-five (75) hours a fortnight divided into seven and one half (7 1/2) hour shifts excluding a one-half (1/2) hour meal period per shift but including a rest period of fifteen (15) consecutive minutes in the first half of a shift and in the second half of a shift. Where the instructor and Director of School of Nursing mutually agree, the instructor may take a one (1) hour meal break (exclusive of clinical days) and work the extra half (1/2) hour at the beginning or end of the shift.

The hours may be varied from day to day by mutual agreement with the instructor being able to report for duty not later than 1100 hours and leave work not earlier than 1500 hours provided the full shift is worked. No instructor shall be required to punch a time clock.

43.02 Work Preparation

The hours of work shall include the period which she/he meets with other instructors to plan her/his student learning experience in the classroom, clinical area or community and the period during which she/he is responsible for students planned learning experiences in the classroom, clinical area or community. The Employer shall make provision for time to be available during the regular work period for instructors to do preparatory and other types of work required of them in connection with their teaching duties. Subject to the operational requirements of the School of Nursing, instructors shall be permitted to use learning resources outside the school during working hours to obtain up to date and pertinent literature for student instruction.

43.03 Attendance at Meetings of Faculty

An instructor's hours of work shall include attendance at meetings of the faculty or faculty committee. Meetings should be contained within the regular hours of work.

43.04 Leave of Absence

The instructor may take annual leave or time off in lieu of overtime worked when the students for whom she/he is responsible are also on annual leave. Consideration will be given to special requests for annual leave.

43.05 Text Books

Necessary required course text books will be supplied on loan to the instructor, and other necessary supplies shall be provided for lectures and clinical preparation to the instructor such as pens, pencils, paper, overhead transparencies and markers.

43.06 Attendance at Workshops

Faculty members attending workshops or related educational programs on their own time which are related to their faculty

position, and when attendance is approved by the Employer, will have their tuition fees paid up to an amount approved by the Employer.

43.07 Condition of Employment

Where the Employer stipulates that as a condition of continued employment nurse instructors must be attending university courses toward completion of a baccalaureate degree the tuition fee for such courses shall be paid by the Employer.

43.08 Clothing

Notwithstanding clause 34.01, lab coats shall be provided by the Employer to those nursing instructors who are required by the Employer to wear lab coats during working hours.

43.09 Instructional Assignments

The Director of the School of Nursing or her/his designate, shall meet at least once annually with the members of the Faculty of the School for the purpose of providing an opportunity to discuss the assignment of areas of responsibility or changes in the areas of responsibility.

43.10 Graduation

The instructor shall be allowed time off to attend the formal graduation ceremonies of the School of Nursing.

43.11 Merger and Amalgamation

The Employer shall meet and discuss proposals for the merger and amalgamation of any of the Schools covered by this Collective Agreement with the Union representatives at the request of the Union.

***ARTICLE 44 - EDUCATIONAL DIFFERENTIAL**

***44.01 Educational Allowance**

- (a) An allowance of eighty-two dollars (\$82) per month shall be paid to a registered nurse who is awarded a baccalaureate degree in nursing or who holds this degree and who has been on the top step of the Agreement for at least one (1) year of service.

An allowance of one hundred and ten dollars (\$110) per month shall be paid to a registered nurse who is awarded a Master's degree in Nursing or who holds this degree and who has been on the top step of the Agreement for at least one (1) year of service.

***(b) Other Course Credits**

- (i) CNA/CHA Nursing Unit Administration Course – four hundred dollars (\$400) per year.
- (ii) Approved or recognized post graduate clinical preparation of three (3) months but less than six (6) months duration - three hundred dollars (\$300) per year.
- (iii) Approved or recognized post-clinical preparation of six (6) months or more - five hundred dollars (\$500) per year.
- (iv) “Approved or recognized” means approved or recognized by Treasury Board, and the Newfoundland and Labrador Health Boards Association.
- (v) These allowances will be paid for any period during which a registered nurse performs duties in the area to which her/his post graduate educational qualifications apply.

44.02 Psychiatric Classification BN

A registered nurse who has obtained a baccalaureate degree in Nursing and who is appointed to a psychiatric nursing position shall be considered a psychiatric nurse.

ARTICLE 45 - CONTRACTING OUT

45.01 Job Protection

Should the Employer contract out work, the Employer agrees to provide other positions for any employee that would normally be laid off by the decision to contract out work and the employee's regular salary at the time of contracting out shall be maintained during the duration of the contract.

45.02 Period of Notice

No contract services will be finalized without the union being given sixty (60) calendar days notice of the Employer's intention to contract out the service.

ARTICLE 46 - FAMILY LEAVE

46.01 Family Leave

(i) Eight (8) Hour Shifts

(a) Subject to Clause 46.01 (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, father or dependent child not necessarily living in the same household;
- (ii) attend to the needs related to the birth of employee's child;
- (iii) accompany a dependent family member living in the same household on a dental or a medical appointment;
- (iv) attend meetings with school authorities;
- (v) attend to needs related to the adoption of a child; and
- (vi) attend to needs related to home or family emergencies;

shall be awarded up to three (3) days paid family leave in any calendar year.

(b) In order to qualify for family leave, the employee shall:

- (i) provide as much notice to the Employer as is reasonably possible;
 - (ii) provide to the Employer valid reasons why such leave is required;
 - (iii) where appropriate, and in particular with respect to (iii), (iv), and (v) of 46.01 (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) Casual employees shall not qualify for family leave.
- (ii) **Twelve (12) Hour Shifts**
 - (a) Subject to Clause 46.01(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, father or dependent child not necessarily living in the same household;
 - (ii) attend to the needs related to the birth of the 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 needs related to the adoption of a child; or

- (vi) attend to needs related to home or family emergencies;

shall be awarded up to twenty-two point five (22.5) hours paid family leave in any calendar year.

- (b) In order to qualify for family leave, the employee shall:
 - (i) provide as much notice to the Employer as is reasonably possible;
 - (ii) provide to the Employer valid reasons why such leave is required; and
 - (iii) where appropriate, and in particular with respect to (iii), (iv) and (v) of 46.01(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) Casual employees shall not qualify for family leave.

ARTICLE 47 - WORKPLACE VIOLENCE AND SEXUAL AND PERSONAL HARASSMENT

47.01 Workplace Violence

Workplace violence is “unjust or unwarranted exercise of force, or the threatened exercise of force, usually with the accompaniment of vehemence, outrage or fury. Workplace violence includes the exertion or threat of any physical force so as to injure, damage or abuse”.

The Employer and the Union recognize the right of employees to work in an environment free from workplace violence,

and the Employer shall develop policies in support of this principle which shall be reviewed annually by the Occupational Health and Safety Committee. The parties shall undertake to expediently investigate alleged occurrences. If workplace violence against a bargaining unit member has taken place, the Employer shall take appropriate action to ensure the workplace violence ceases.

47.02 Sexual and Personal Harassment

- (a) Both the Employer and the Union consider sexual and personal harassment to be reprehensible and are committed to maintaining an environment in which sexual and personal harassment do not exist.
- (b) The Employer and the Union recognize the right of employees to work in an environment free from sexual and personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment or personal harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the sexual or personal harassment ceases.

The victim shall be protected from repercussions which may result from her/his complaint.

- (c) Sexual harassment 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 (1) time basis or a series of incidents, however minor. It is unsolicited, one-sided and/or coercive. Both males and females may be the victim of sexual harassment.

Sexual harassment may involve favours, or promises of favours, or advantages in return for submission to sexual advances, or, alternatively, the threat of reprisal for refusal.

Sexual harassment can be expressed in a number of ways which may include:

- Unnecessary touching or patting;
- Suggestive remarks or other sexually aggressive remarks;
- Leering (suggestive staring) at a person's body;
- Demand for sexual favours;
- Compromising invitations;
- Physical assaults.

- (d) Personal harassment is any behavior by any person in the workplace that is directed at, or is offensive to, an employee, endangers an employee's job, undermines the performance of that job, or threatens the economic livelihood of the employee.

Personal harassment also occurs when an individual uses her/his authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee.

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual, or to cause personal humiliation.

The definition includes such blatant acts of misuse of power as intimidation, blackmail, and/or coercion.

ARTICLE 48 - RETROACTIVITY

***48.01 Retroactivity**

Salaries are retroactive to July 1, 2012 as per Schedule A.

ARTICLE 49 - TERMS OF AGREEMENT

***49.01 Duration**

Except as otherwise provided in Clause 48.01, this agreement shall be effective from the date of signing and remain in full force and effect until June 30, 2016, and thereafter, from year

to year unless either party gives notice in writing of its desire to change or amend this agreement not more than one hundred and twenty (120) calendar days and not less than thirty (30) calendar days prior to the date of expiration.

49.02 Notice of Change

Either party desiring to propose changes to this agreement shall within thirty (30) calendar days following receipt of notice under clause 49.01, give notice in writing to the other party that changes are being proposed. Within a further thirty (30) days, the parties are required to enter into negotiations or agree upon a mutually acceptable time to commence negotiations for a new collective agreement.

49.03 Cost of Printing

The Employer shall print, at a cost to be equally shared between the union and the Employer, sufficient copies of the Agreement as soon as possible after the Agreement is signed.

The parties have agreed to alphabetical listing for printed collective agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first before written.

SIGNED on behalf of the Treasury Board representing Her Majesty the Queen in Right of Newfoundland and Labrador by the Honourable Charlene Johnson, President of Treasury Board, and the Honourable Clyde Jackman, Minister of Health and Community Services, in the Presence of the witness hereto subscribing

Elizabeth Lane.

Clyde Jackman

Charlene Johnson

SIGNED on behalf of the Newfoundland and Labrador Nurses' Union by its proper officers in the presence of the witness hereto subscribing

Debbie Forward.

[Signature]

***SCHEDULE A**

Salary Adjustment and Implementation Formula

1. Effective date of signing of this collective agreement, an additional step shall be added to the July 1, 2008 salary scale which shall be 4.5% above the July 1, 2008 Step 7.
2. Effective date of signing of this collective agreement, Steps 1 and 2 of the July 1, 2008 salary scale shall be dropped. Employees on Steps 1, 2 or 3 of the July 1, 2008 salary scale shall move to Step 1 of the June 20, 2009 salary scale.
3. Effective date of signing of this collective agreement, the July 1, 2008 salary scales shall be renumbered Step 1 to Step 6. Effective date of signing of this collective agreement, employees on Step 4 of the July 1, 2008 salary scale shall move to Step 2 of the June 20, 2009 salary scale. Employees on Step 5 of the July 1, 2008 salary scale shall move to Step 3 of the June 20, 2009 salary scale. Employees on Step 6 of the July 1, 2008 salary scale shall move to Step 4 of the June 20, 2009 salary scale. Employees on Step 7 of the July 1, 2008 salary scale shall move to Step 5 of the June 20, 2009 salary scale. The renumbering of the July 1, 2008 salary scales will impact normal step progression only as follows:
 - (a) Effective date of signing of this collective agreement, employees who moved from Steps 1 or 2 of the July 1, 2008 salary scale to the new Step 1 of the June 20, 2009 salary scale shall advance one step on their respective scale effective the date when twelve (12) months of service is accumulated on the new Step 1 and thereafter from year to year for each additional twelve (12) months of service that is accumulated.
 - (b) Effective date of signing of this collective agreement, employees who have accumulated more than twelve (12) months of service on Step 7 of the July 1, 2008 salary scale shall advance to Step 6 of the June 20, 2009 salary scale.

STEP PROGRESSION

- (a) Employees shall advance one step on their respective salary scales on the date when twelve (12) months of service is accumulated.
- (b) The phrase “effective and date” shall mean as follows:
 - (i) if the anniversary date falls on any of the calendar days one (1) through seven (7) inclusive of the pay period, the effective date shall be the commencement of the pay period in which the anniversary date falls.
 - (ii) if the anniversary date falls on any of the calendar days eight (8) through fourteen (14) inclusive of the pay period, the effective date shall be the commencement of the pay period immediately following the pay period in which the anniversary date falls.

CONTACT ALLOWANCE

Contact allowance shall be paid to registered nurses employed by the following hospitals:

Waterford Hospital
Harbour Lodge

The rate of the contact allowance shall be equivalent to that paid the support staff employees of these hospitals.

This allowance shall be pensionable.

This allowance shall not be paid to employees while they are attending courses at other hospitals. Employees on sick leave or special leave with pay in excess of twenty (20) consecutive days shall not be entitled to the allowance for the period of leave in excess of twenty (20) days.

This allowance shall be paid while employees are on sick leave, vacation and Workers' Compensation.

***SALARY INCREASES**

Add the following increases to each Step of the existing salary scales:

0% effective July 1, 2012

0% effective July 1, 2013

2% effective July 1, 2014

3% effective July 1, 2015

Expiration date of contract to be June 30, 2016

A signing bonus of \$1400 (pro-rated) will be effective the date of signing.

Registered NURSES
EFFECTIVE JULY 1, 2012

PAY RANGE NUMBER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
NS-28						
ANNUAL	60001.50	62361.00	64896.00	68016.00	71097.00	74295.00
BI-WEEKLY	2307.75	2398.50	2496.00	2616.00	2734.50	2857.50
HOURLY	30.77	31.98	33.28	34.88	36.46	38.10
NS-29						
ANNUAL	61698.00	64174.50	66748.50	69400.50	72540.00	75816.00
BI-WEEKLY	2373.00	2468.25	2567.25	2669.25	2790.00	2916.00
HOURLY	31.64	32.91	34.23	35.59	37.20	38.88
NS-30						
ANNUAL	63765.00	66417.00	69186.00	72501.00	75757.50	79170.00
BI-WEEKLY	2452.50	2554.50	2661.00	2788.50	2913.75	3045.00
HOURLY	32.70	34.06	35.48	37.18	38.85	40.60
NS-31						
ANNUAL	66280.50	68913.00	71662.50	74548.50	77883.00	81393.00
BI-WEEKLY	2549.25	2650.50	2756.25	2867.25	2995.50	3130.50
HOURLY	33.99	35.34	36.75	38.23	39.94	41.74
NS-32						
ANNUAL	68991.00	71896.50	74938.50	78175.50	81685.50	85351.50
BI-WEEKLY	2653.50	2765.25	2882.25	3006.75	3141.75	3282.75
HOURLY	35.38	36.87	38.43	40.09	41.89	43.77
NS-33						
ANNUAL	71311.50	74724.00	77883.00	81276.00	84961.50	88764.00
BI-WEEKLY	2742.75	2874.00	2995.50	3126.00	3267.75	3414.00
HOURLY	36.57	38.32	39.94	41.68	43.57	45.52
NS-34						
ANNUAL	74529.00	77707.50	81042.00	84571.50	88354.50	92352.00
BI-WEEKLY	2866.50	2988.75	3117.00	3252.75	3398.25	3552.00
HOURLY	38.22	39.85	41.56	43.37	45.31	47.36

NS-35

ANNUAL	77707.50	81042.00	84513.00	88218.00	92196.00	96369.00
BI-WEEKLY	2988.75	3117.00	3250.50	3393.00	3546.00	3706.50
HOURLY	39.85	41.56	43.34	45.24	47.28	49.42

NS-36

ANNUAL	80847.00	84298.50	87945.00	91708.50	95862.00	100152.00
BI-WEEKLY	3109.50	3242.25	3382.50	3527.25	3687.00	3852.00
HOURLY	41.46	43.23	45.10	47.03	49.16	51.36

NS-37

ANNUAL	84396.00	88159.50	92020.50	95979.00	100327.50	104851.50
BI-WEEKLY	3246.00	3390.75	3539.25	3691.50	3858.75	4032.75
HOURLY	43.28	45.21	47.19	49.22	51.45	53.77

UNREG. NURSE

ANNUAL	59051.50
BI-WEEKLY	2271.21
HOURLY	30.28

**Registered NURSES
EFFECTIVE JULY 1, 2013**

PAY RANGE NUMBER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
NS-28						
ANNUAL	60001.50	62361.00	64896.00	68016.00	71097.00	74295.00
BI-WEEKLY	2307.75	2398.50	2496.00	2616.00	2734.50	2857.50
HOURLY	30.77	31.98	33.28	34.88	36.46	38.10
NS-29						
ANNUAL	61698.00	64174.50	66748.50	69400.50	72540.00	75816.00
BI-WEEKLY	2373.00	2468.25	2567.25	2669.25	2790.00	2916.00
HOURLY	31.64	32.91	34.23	35.59	37.20	38.88
NS-30						
ANNUAL	63765.00	66417.00	69186.00	72501.00	75757.50	79170.00
BI-WEEKLY	2452.50	2554.50	2661.00	2788.50	2913.75	3045.00
HOURLY	32.70	34.06	35.48	37.18	38.85	40.60
NS-31						
ANNUAL	66280.50	68913.00	71662.50	74548.50	77883.00	81393.00
BI-WEEKLY	2549.25	2650.50	2756.25	2867.25	2995.50	3130.50
HOURLY	33.99	35.34	36.75	38.23	39.94	41.74
NS-32						
ANNUAL	68991.00	71896.50	74938.50	78175.50	81685.50	85351.50
BI-WEEKLY	2653.50	2765.25	2882.25	3006.75	3141.75	3282.75
HOURLY	35.38	36.87	38.43	40.09	41.89	43.77
NS-33						
ANNUAL	71311.50	74724.00	77883.00	81276.00	84961.50	88764.00
BI-WEEKLY	2742.75	2874.00	2995.50	3126.00	3267.75	3414.00
HOURLY	36.57	38.32	39.94	41.68	43.57	45.52
NS-34						
ANNUAL	74529.00	77707.50	81042.00	84571.50	88354.50	92352.00
BI-WEEKLY	2866.50	2988.75	3117.00	3252.75	3398.25	3552.00
HOURLY	38.22	39.85	41.56	43.37	45.31	47.36

NS-35

ANNUAL	77707.50	81042.00	84513.00	88218.00	92196.00	96369.00
BI-WEEKLY	2988.75	3117.00	3250.50	3393.00	3546.00	3706.50
HOURLY	39.85	41.56	43.34	45.24	47.28	49.42

NS-36

ANNUAL	80847.00	84298.50	87945.00	91708.50	95862.00	100152.00
BI-WEEKLY	3109.50	3242.25	3382.50	3527.25	3687.00	3852.00
HOURLY	41.46	43.23	45.10	47.03	49.16	51.36

NS-37

ANNUAL	84396.00	88159.50	92020.50	95979.00	100327.50	104851.50
BI-WEEKLY	3246.00	3390.75	3539.25	3691.50	3858.75	4032.75
HOURLY	43.28	45.21	47.19	49.22	51.45	53.77

UNREG. NURSE

ANNUAL	59051.50
BI-WEEKLY	2271.21
HOURLY	30.28

**Registered NURSES
EFFECTIVE JULY 1, 2014**

PAY RANGE NUMBER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
NS-28						
ANNUAL	61210.50	63609.00	66202.50	69381.00	72520.50	75777.00
BI-WEEKLY	2354.25	2446.50	2546.25	2668.50	2789.25	2914.50
HOURLY	31.39	32.62	33.95	35.58	37.19	38.86
NS-29						
ANNUAL	62926.50	65461.50	68074.50	70785.00	73983.00	77337.00
BI-WEEKLY	2420.25	2517.75	2618.25	2722.50	2845.50	2974.50
HOURLY	32.27	33.57	34.91	36.30	37.94	39.66
NS-30						
ANNUAL	65032.50	67743.00	70570.50	73944.00	77278.50	80749.50
BI-WEEKLY	2501.25	2605.50	2714.25	2844.00	2972.25	3105.75
HOURLY	33.35	34.74	36.19	37.92	39.63	41.41
NS-31						
ANNUAL	67606.50	70297.50	73105.50	76030.50	79443.00	83011.50
BI-WEEKLY	2600.25	2703.75	2811.75	2924.25	3055.50	3192.75
HOURLY	34.67	36.05	37.49	38.99	40.74	42.57
NS-32						
ANNUAL	70375.50	73339.50	76440.00	79735.50	83323.50	87067.50
BI-WEEKLY	2706.75	2820.75	2940.00	3066.75	3204.75	3348.75
HOURLY	36.09	37.61	39.20	40.89	42.73	44.65
NS-33						
ANNUAL	72735.00	76225.50	79443.00	82894.50	86658.00	90538.50
BI-WEEKLY	2797.50	2931.75	3055.50	3188.25	3333.00	3482.25
HOURLY	37.30	39.09	40.74	42.51	44.44	46.43
NS-34						
ANNUAL	76011.00	79267.50	82660.50	86268.00	90129.00	94204.50
BI-WEEKLY	2923.50	3048.75	3179.25	3318.00	3466.50	3623.25
HOURLY	38.98	40.65	42.39	44.24	46.22	48.31

NS-35

ANNUAL	79267.50	82660.50	86209.50	89973.00	94048.50	98299.50
BI-WEEKLY	3048.75	3179.25	3315.75	3460.50	3617.25	3780.75
HOURLY	40.65	42.39	44.21	46.14	48.23	50.41

NS-36

ANNUAL	82465.50	85975.50	89700.00	93541.50	97773.00	102160.50
BI-WEEKLY	3171.75	3306.75	3450.00	3597.75	3760.50	3929.25
HOURLY	42.29	44.09	46.00	47.97	50.14	52.39

NS-37

ANNUAL	86092.50	89914.50	93853.50	97890.00	102336.00	106957.50
BI-WEEKLY	3311.25	3458.25	3609.75	3765.00	3936.00	4113.75
HOURLY	44.15	46.11	48.13	50.20	52.48	54.85

UNREG. NURSE

ANNUAL	60235.50
BI-WEEKLY	2316.75
HOURLY	30.89

**Registered NURSES
EFFECTIVE JULY 1, 2015**

PAY RANGE NUMBER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
NS-28						
ANNUAL	63043.50	65520.00	68191.50	71467.50	74704.50	78058.50
BI-WEEKLY	2424.75	2520.00	2622.75	2748.75	2873.25	3002.25
HOURLY	32.33	33.60	34.97	36.65	38.31	40.03
NS-29						
ANNUAL	64818.00	67431.00	70122.00	72910.50	76206.00	79657.50
BI-WEEKLY	2493.00	2593.50	2697.00	2804.25	2931.00	3063.75
HOURLY	33.24	34.58	35.96	37.39	39.08	40.85
NS-30						
ANNUAL	66982.50	69771.00	72696.00	76167.00	79599.00	83167.50
BI-WEEKLY	2576.25	2683.50	2796.00	2929.50	3061.50	3198.75
HOURLY	34.35	35.78	37.28	39.06	40.82	42.65
NS-31						
ANNUAL	69634.50	72403.50	75289.50	78312.00	81822.00	85507.50
BI-WEEKLY	2678.25	2784.75	2895.75	3012.00	3147.00	3288.75
HOURLY	35.71	37.13	38.61	40.16	41.96	43.85
NS-32						
ANNUAL	72481.50	75543.00	78741.00	82134.00	85819.50	89680.50
BI-WEEKLY	2787.75	2905.50	3028.50	3159.00	3300.75	3449.25
HOURLY	37.17	38.74	40.38	42.12	44.01	45.99
NS-33						
ANNUAL	74919.00	78507.00	81822.00	85390.50	89251.50	93249.00
BI-WEEKLY	2881.50	3019.50	3147.00	3284.25	3432.75	3586.50
HOURLY	38.42	40.26	41.96	43.79	45.77	47.82
NS-34						
ANNUAL	78292.50	81646.50	85137.00	88861.50	92839.50	97032.00
BI-WEEKLY	3011.25	3140.25	3274.50	3417.75	3570.75	3732.00
HOURLY	40.15	41.87	43.66	45.57	47.61	49.76

NS-35

ANNUAL	81646.50	85137.00	88803.00	92664.00	96876.00	101244.00
BI-WEEKLY	3140.25	3274.50	3415.50	3564.00	3726.00	3894.00
HOURLY	41.87	43.66	45.54	47.52	49.68	51.92

NS-36

ANNUAL	84942.00	88549.50	92391.00	96349.50	100698.00	105222.00
BI-WEEKLY	3267.00	3405.75	3553.50	3705.75	3873.00	4047.00
HOURLY	43.56	45.41	47.38	49.41	51.64	53.96

NS-37

ANNUAL	88666.50	92605.50	96661.50	100834.50	105397.50	110175.00
BI-WEEKLY	3410.25	3561.75	3717.75	3878.25	4053.75	4237.50
HOURLY	45.47	47.49	49.57	51.71	54.05	56.50

UNREG. NURSE

ANNUAL	62049.00
BI-WEEKLY	2386.50
HOURLY	31.82

SCHEDULE B

EXPERIENCE CREDITS

Effective the date of signing of this collective agreement:

- (a) Less than two (2) years experience, Step 1 of the appropriate scale.
- (b) Two (2) years experience, but less than three (3), Step 2 of the appropriate salary scale.
- (c) Three (3) years experience, but less than four (4), Step 3 of the appropriate salary scale.
- (d) Four (4) years experience, but less than five (5), Step 4 of the appropriate scale.
- (e) Five (5) years experience, but less than six (6), Step 5 of the appropriate scale.
- (f) Six (6) years experience or more, Step 6 of the appropriate scale.
- (g) The provisions of paragraphs (a), (b), (c), (d), (e) and (f) will not apply to a registered nurse who is required to do a refresher course by the Association of Registered Nurses of Newfoundland and Labrador until the registered nurse has completed twelve (12) months of continuous service with the Employer.
- (h) A registered nurse who moves into the Province and is employed at the unregistered nurses rate and who is completely eligible for registration pending confirmation of her full registration, shall upon receipt of full registration, be placed on the appropriate registered nurses scale retroactive to her date of employment.
- (i) Any registered nurse who has not attained the salary level outlined in paragraph (a), (b), (c), (d), (e), or (f), but who during the term of this agreement qualifies in accordance with those experience requirements shall receive the benefit of the step movement effective the date she/he qualifies.

SCHEDULE C

- (a) EMPLOYERS COVERED BY THIS AGREEMENT REPRESENTED BY THE NEWFOUNDLAND AND LABRADOR HEALTH BOARDS ASSOCIATION

Eastern Regional Integrated Health Authority
Western Regional Integrated Health Authority
Central Regional Integrated Health Authority
Labrador-Grenfell Regional Integrated Health Authority

These Authorities are created pursuant to the order dated March 1, 2005 effective April 1, 2005 (OC. 2005-052) and are considered to have assumed and are to be vested with the assets, liabilities, rights and obligations, whether contractual, statutory or otherwise, of all services, groups or boards replaced by the Authority.

- (b) Government of Newfoundland and Labrador Operated Hospitals and Institutions (represented herein by Treasury Board).

NOTES: (a) If a hospital presently operated by Government of Newfoundland and Labrador (Treasury Board) changes its management or operators, it shall be bound by this Agreement the same as if it were specifically listed in Schedule "C".

- (b) Treasury Board is also deemed to be the Employer of Registered Nurses in bargaining unit classes who do not work in hospitals or institutions per se but are employed directly by Government in the Division of Nursing Services in the Department of Health and Community Services.

SCHEDULE D

CLASSIFICATIONS OF REGISTERED NURSES COVERED BY THIS AGREEMENT

Class Title	Classification	Pay Range
	Specification No.	No.
Community Health Nurse I	5549	NS-30
Community Health Nurse II	5555	NS-31
Disease Control Nursing Specialist	5575	NS-34
Infection Control Co-Ordinator	5517	NS-31
Nurse (Infection Control)	5514	NS-30
Nurse Educator	5507	NS-32
Nurse I	5504	NS-28
Nurse II	5505	NS-30
Nurse Practitioner (Acute Care)	5581	NS-32
Nurse Practitioner (Primary Health Care)	5580	NS-32
Nursing Education Co-Ordinator I	5562	NS-28
Nursing Education Co-Ordinator II	5563	NS-30
Nursing Instructor I	5559	NS-30
Nursing Instructor II	5560	NS-31
Occupational Health Coordinator	5521	NS-31
Psychiatric Nurse I	5515	NS-29
Psychiatric Nurse II	5516	NS-30
Public Health Nurse I	5550	NS-30
Public Health Nurse II	5551	NS-31
Regional Nurse I	5524	NS-31
Regional Nurse II	5525	NS-32
Research Nurse Co-Ordinator	5502	NS-30

SCHEDULE E
VACATION LEAVE

Leave entitlement based on the following number of days per annum:

	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
1 month	1	2	2	2.5
2 months	2	3	4	5
3 months	4	5	6	7.5
4 months	5	7	8	10
5 months	6	8	10	12.5
6 months	7	10	12	15
7 months	9	12	15	17.5
8 months	10	13	17	20
9 months	11	15	19	22.5
10 months	12	17	21	25
11 months	14	18	23	27.5
12 months	15	20	25	30

SCHEDULE F

THE CLASSIFICATION REVIEW AND APPEAL PROCESS

A. Definitions

1. “Appeal” means a request by an employee to the Classification Appeal Board for a change in the Classification of the employee’s position.
2. “Appeal Board” means the Classification Appeal Board constituted to function in accordance with these procedures.
3. “Classification” means the identification of a position by reference to a classification title and pay range number.
4. “Day” means a working day.
5. “Permanent Head” means permanent head as defined below, or any official authorized by her/him to act on her/his 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 Chief Executive Officer and/or Executive Director.
6. “Review” means re-appraisal or re-assessment of an employee’s position classification by the Classification and Pay Division of Treasury Board upon request of the employee or the permanent head on behalf of the organization.
7. “Treasury Board” means Treasury Board as constituted pursuant to The Financial Administration Act as now or hereafter amended.
8. “Organization” means the Government of Newfoundland and Labrador, commission, agency, hospital, or other entity mentioned in Section A.5.

B. Constitution of Classification Appeal Board

1. There shall be a board to be known as the Classification Appeal Board, consisting of a Chairperson and members to be appointed by the Lieutenant-Governor in Council to serve for a period of one year in the first instance, subject to extension for further periods at the discretion of the Lieutenant-Governor in Council.
2. The Appeal Board is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures. Changes in these procedures shall be recommended for approval only after co-ordination with the Classification Appeal Board, and the Treasury Board Secretariat.
3. A quorum for the Appeal Board shall consist of three members including the Chairperson or Acting Chairperson.
4. In the absence of the Chairperson from a meeting of the Appeal Board, the members present shall appoint one of their members as Acting Chairperson.
5. The Appeal Board may hold hearings on appeals and may require an appellant to appear before it at any time and in any place in the province it may deem desirable.
6. The Chairperson and members of the Appeal Board shall be compensated for their services at such rates as Treasury Board may approve.
7. Expenses incurred by the Appeal Board in the performance of its duties and such out-of-pocket expenses incurred by an appellant appearing before the Appeal Board at its request shall be paid from public funds, subject to Treasury Board approval.
8. The Appeal Board shall be provided with such staff and facilities, e.g. office accommodations, etc. as the Treasury Board may deem necessary to assist it in its work.
9. A commission shall be issued to the Appeal Board, pursuant to Section 2 of the Public Inquiries Act, conferring upon it the powers set forth in the said section.

C. Procedures

1.
 - The process of review pursuant to these procedures shall be available to an organization if the organization considers that a position has been improperly classified by the Classification and Pay Division of Treasury Board.
 - 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 and Pay Division of Treasury Board.
2. A review or appeal shall not be entertained on the grounds:
 - of inadequacy of the pay scale assigned to the pay range number; or
 - that the scope of duties and responsibilities has been improperly assigned to the position by management.
3. A request for review shall be submitted to the Director of Classification and Pay Division, Treasury Board, Confederation Building, St. John's, A1B 4J6 in writing stating:
 - the employee's full name;
 - name of the employing organization and place of work;
 - the classification in respect of which the review is requested;
 - details of the reason(s) why the employee, or the department head on behalf of the organization, considers the present classification is incorrect and the justification for the classification which is considered to be correct.
4. The Classification and Pay Division shall consider individual and group-type requests within 30 days of receipt and within a further 30 days, shall notify the employee(s) in writing of its decision thereon.
5. A request for review shall be regarded as closed:
 - when a decision is rendered thereon by the Classification and Pay Division;
 - if the employee(s) requests in writing the withdrawal of the request for review;
 - in the event of the employee's separation from the organization for any reason including resignation, removal, abandonment of position, incompetence, retirement, death, and so on;

- if the permanent head, in the case of an organization request for review, requests in writing the withdrawal of the request for review.
6. It shall be the responsibility of the permanent head to notify the Director, Classification and Pay Division of the effective date of employee's separation from the organization.
 7. All documents and evidence relating to a review shall be maintained in special files by the Classification and Pay Division. Copies of such review materials shall be furnished to the Classification Appeal Board upon its request.
 8. If an employee is dissatisfied with the decision of the Classification and Pay Division an appeal of the decision may be submitted to the Classification Appeal Board.
 9. All such appeals shall be submitted to the Appeal Board in writing (in duplicate) within a period of not more than fourteen (14) days after the receipt by an employee of notification of the Classification and Pay Division's decision as above mentioned.
 10. An appeal shall not be submitted to the Appeal Board on any grounds which differ from the grounds upon which a review by the Classification and Pay Division has been requested by the employee or a group of employees and no such appeal shall be entertained by the Appeal Board. In such a case, the employee or group of employees shall first approach the Classification and Pay Division seeking a further review on the basis of the new circumstances involved.
 11. The Appeal Board shall consider and rule only upon appeals received from an individual employee, or group of employees having identical classifications, provided that such employee or group shall first have submitted a request to the Classification and Pay Division for a review of the classification in accordance with section 3 of Part C and shall have been notified in writing of the Division's decision on the request.
 12. The Appeal Board has the right to refuse to receive or hear an appeal if it considers that the grounds on which the appeal it

submitted are irrelevant or not in accordance with sections 1 and 2 of Part C.

13. The employing organization concerned shall allow time off from regular duties to any employee who is required by the Appeal Board to appear before it and, in respect of such absence, the employee shall be regarded as being 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.
14. On receipt of an appeal from an employee or a group of employees, the Appeal Board shall request the Classification and Pay Division to assemble all pertinent information prepared as a result of the classification review, a copy of which will be given to the appellant and the immediate supervisor.
15. Where the appellant requires clarification on any point contained in the classification file or wishes to comment on any aspect of the classification file, she/he must file with the Appeal Board within fourteen (14) days of receiving the file, a written statement including any supporting documentation which details her/his questions or comments.
16. A copy of the appellant's written statement and copies of supporting documentation will be sent by the Classification Appeal Board, within three (3) days of receipt, to the Classification and Pay Division who may respond or be requested to respond in writing within fourteen (14) days to the points or observations raised by the appellant. Such response shall be forwarded by the Classification Appeal Board to the appellant within three (3) days of receipt. This cumulative documentation shall then constitute the entire file to be considered by the Board.
17. Where the Appeal Board is satisfied that all relevant documentation is on file, it shall determine whether an appeal is warranted or if a decision can be rendered on the basis of the written documentation provided.
18. When the Appeal Board renders a decision on the basis of the written documentation, notification of such decision shall be

forwarded to the appellant, her/his designate, Treasury Board and the employing agency.

19. If a hearing is warranted, the appellant, a permanent head or management designate and a representative of Classification and Pay Division may be requested to appear before the Appeal Board.
20. Appellants are to be given two opportunities to postpone appeal hearings after which appeals will then be withdrawn by the Appeal Board.
21. The hearing will be presided over by the Chairperson or Acting Chairperson of the Appeal Board who will retain control over the conduct of the hearing and who will rule on the relevancy of any questions or points raised by any of the parties of the hearing.
22. The Chairperson or Acting Chairperson may adjourn the hearing and order the appearance of any person or party who, at the Appeal Board's discretion, it deems necessary to appear to give information or to clarify any points raised during the hearing.
23. Following the conclusion of the hearing, the Appeal Board will deliberate on and consider all relevant evidence and supporting information. Within fifteen (15) working days of reaching a decision, the Appeal Board shall inform the appellant in writing over the signature of the Chairperson or the Acting Chairperson. Where applicable, copies of the decision will be forwarded to the appellant's representative, Treasury Board and the employee's department for appropriate action.
24. The powers of the Appeal Board are curtailed to classification changes within respective bargaining units while avoiding grade level changes, with the sole authority to make grade level changes for occupational groups to be vested in the Collective Bargaining process and any associated costs to be funded directly from the negotiated general salary increases for that bargaining year.

25. The Appeal Board is required to submit written reasons to the Classification and Pay Division for those decisions that result in classification changes.
26. The processing of any classification change shall be subject to Treasury Board's Personnel Administration Procedures.
27. The decision of the Appeal Board on an appeal is final and binding on the parties to the appeal. The majority opinion of the Appeal Board shall prevail and there shall be no minority report.
28. An appeal shall be regarded as closed:
 - when a decision is rendered thereon by the Classification Appeal Board;
 - if the appellant requests in writing the withdrawal of the appeal;
 - in the event of the appellant's separation from the organization for any reason including resignation, removal, abandonment of position, incompetence, retirement, death and so on; or
 - if the appellant postpones a hearing in accordance with Section 20 of Part C.
29. It shall be the responsibility of the permanent head to notify the Chairperson, Classification Appeal Board of the effective date of an appellant's separation from the organization.

***SCHEDULE G**

SUMMARY OF GROUP INSURANCE BENEFITS FOR MEMBERS OF THE GOVERNMENT OF NEWFOUNDLAND AND LABRADOR PLAN

The Employee Benefits Booklet contains a more detailed description of the benefits of the Plan. The following summary has been prepared to outline the basic content of the Plan only, as contractual provisions specified within the group insurance policies prevail. You may also refer to the GNL Website http://www.exec.gov.nl.ca/exec/hrs/working_with_us/employee_benefits.html for further information.

BENEFITS

GROUP LIFE INSURANCE

You are insured for a life insurance benefit equal to two times your current annual salary rounded to the next higher \$1,000, if not already a multiple thereof, subject to a minimum of \$10,000 and a maximum of \$1,000,000.

If your insurance ceases on or prior to age 65, you may be entitled to convert the cancelled amount of basic group life insurance to an individual policy of the type then being offered by the insurer to conversion applicants within 31 days of the termination or reduction date, and no medical evidence of insurability would be required. The premium rate would be based on your age and class of risk at that time.

DEPENDENT LIFE INSURANCE

In the event of the death of your spouse or dependent child from any cause whatsoever while you and dependents are insured under the plan, the insurance company will pay you \$10,000 in respect of your spouse and \$5,000 in respect of each insured dependent child. This applies to those employees with family coverage only.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The plan provides accidental death and dismemberment insurance coverage in an amount equal to your basic group life insurance (two times your current annual salary). Coverage is provided 24 hours per day, anywhere in the world, for any accident resulting in death, dismemberment, paralysis, loss of use, or loss of speech or hearing.

If you sustain an injury caused by an accident occurring while the policy is in force which results in one of the following losses, within 365 days of the accident, the benefit shown will be paid to you. In the case of accidental death, the benefit will be paid to the beneficiary you have named to receive your group life insurance benefits. Benefits are payable in accordance with the following schedule:

Schedule of Benefits

100% of Principal Sum For Loss of:

- Life
- Both Hands or Both Feet
- Entire Sight of Both Eyes
- One Hand and One Foot
- One Hand and Entire Sight of One Eye
- One Foot and Entire Sight of One Eye
- Speech and Hearing in Both Ears
- Use of Both Arms or Both Legs or Both Hands
- Quadriplegia (total paralysis of both upper and lower limbs)
- Paraplegia (total paralysis of both lower limbs)
- Hemiplegia (total paralysis of upper and lower limbs of one side of the body)

75% of Principal Sum For Loss of:

- One Arm or One Leg
- Use of One Arm or One Leg

66 2/3% of Principal Sum For Loss of:

- One Hand or One Foot
- Entire Sight of One Eye
- Speech or Hearing in Both Ears
- Use of One Hand or One Foot

33 1/3% of Principal Sum of Loss of:

- Thumb and Index Finger of One Hand
- Four Fingers of One Hand

16 2/3% of Principal Sum of Loss of:

- All Toes of One Foot
- Hearing in One Ear

“Loss” means complete loss by severance except that in the case of loss of sight, speech or hearing, it means loss beyond remedy by surgical or other means.

“Loss of use” means total loss of ability to perform every action and service the arm, hand or leg was able to perform before the accident.

No more than the principal sum will be paid for all losses resulting from one accident.

Benefits are not payable if loss results from or was associated with:

- suicide or self-destruction or any attempt thereof while sane or insane;
- declared or undeclared war, insurrection or participation in a riot;
- active full-time service in the armed forces of any country; and
- air travel in any aircraft not properly licensed or flown by a pilot not properly certified.

The following additional benefits are also included, please see your employee booklet for details:

Repatriation Benefit	Spousal Retraining Benefit
Rehabilitation Benefit	Seat Belt Benefit
Education Benefit	In-hospital Indemnity

WAIVER OF PREMIUM PROVISION

If an insured member becomes totally disabled before age 75, the group life, dependent life and accidental death and dismemberment, voluntary accidental death and dismemberment, and voluntary term life insurance may be continued to age 75 without payment of premiums. To have premiums waived, the employee must be totally disabled for at least four months, at which time claim forms must be submitted on a timely basis. Proof of prolonged disability may be required every year.

HEALTH INSURANCE BENEFITS FOR MEMBERS AND DEPENDENTS

Hospital Benefit

If you or any of your insured dependents are confined in a hospital on the recommendation of a physician, coverage is provided for semi-private room accommodation at 100%, to a daily maximum of \$60.00

Prescription Drug Benefit

The program will pay the ingredient cost of eligible drugs (including oral contraceptives and insulin), you are responsible to pay the co-pay, which will be the equivalent of the pharmacist's professional fee plus any applicable surcharge. The drug plan provides coverage for most drugs which require a prescription by law, however, but does not provide coverage for over-the-counter drugs, cough or cold preparations or nicotine products. Some drugs may require special authorization, details of the special authorization process are outlined in the Employee Benefits Program Booklet.

Vision Care Benefit

You and your insured dependents are covered for the following vision care expenses:

- a) Charges for eye examinations performed by an Ophthalmologist or Optometrist where the Medicare plan does not cover such services, limited to one such expense in a calendar year for dependent children under age 18, and once in two calendar years for all other insured persons;
- b) Up to 100% of covered eligible expense of \$125 for eyeglass lenses and frames and 100% of a covered eligible expense of \$175 for bifocal lenses and frames limited to one expense in every three calendar years. And \$225 for trifocal lenses and frames limited to one expense in every three calendar years. Once in a calendar year for dependent children **under age 18 if a change in the strength of the prescription is required.** Please note that expenses for contact lenses will be reimbursed at the same level as for eyeglasses. Coverage is not provided for sunglasses, safety glasses, or repairs and maintenance.
- c) Up to 80% of the covered eligible expenses of \$250 in two calendar years for the purchase of contact lenses prescribed for severe corneal scarring, keratoconus or aphakia, provided vision can be improved to at least a 20/40 level by contact lenses, but cannot be improved to the level by spectacle lenses.
- d) one pair of eyeglasses when prescribed by an Ophthalmologist following surgery, to 80% of a lifetime covered eligible expense of \$200; and
- e) 50% of the cost of visual training or remedial therapy.

When submitting your claims for reimbursement, please ensure your receipt clearly indicates whether your glasses are single vision or bifocal, so that accurate reimbursement can be made. Also, your receipt indicating that the expense has been paid in full must accompany the Claim Submission Form and the Vision Care Claim Form.

Records indicate that costs vary amongst dispensaries throughout the province; therefore, it is suggested that you check with several optical dispensaries before finalizing your purchase.

Extended Health Benefit

Reimbursement is provided for many types of services, such as registered nurse, physiotherapist, wheelchair rental, braces, crutches, deep x-rays, ambulance service, chiropractors, to name a few. Pre-authorization is now required for the rental and/or purchase of all durable equipment and all Nursing Care/Home Care benefits. Effective April 1, 1997, insured employees/retirees and/or their dependents are required to obtain pre-approval for these services by calling the insurance carrier. Certain dollar amounts or time period maximums apply. It is important to note that reimbursement under the extended health care benefit is made at 80% of covered eligible expenses up to \$5,000; expenses over \$5,000 and less than \$10,000 are reimbursed at 90%, and expenses over \$10,000 are reimbursed at 100% in any calendar year. Where no maximum eligible expense is noted, reasonable and customary rates will apply. Please consult your employee benefit booklet for details.

Services not Covered Under the Supplementary Health Insurance Program

You and/or your dependents are not covered for medical expenses incurred as a result of any of the following:

- injury or illness due to war or engaging in a riot or insurrection;
- aesthetic surgery (cosmetic surgery for beautification purposes);
- services required due to an intentional self-inflicted injury;
- delivery charges;
- hearing tests;
- pregnancy tests;
- injury or illness for which you or your dependents are covered under Worker's Compensation or a similar program;
- services or supplies received from a dental or medical department maintained by your employers, a mutual benefit association, labour union, trustee or similar type group;

- services or supplies which are covered under a government hospital plan, a government health plan or any other government plan;
- expenses for contraceptives other than oral contraceptives;
- expenses for vitamins (except injectables), minerals, and protein supplements (other than expenses that would qualify for reimbursement under Eligible Expenses under the Drug Benefit);
- expenses for diets and dietary supplements, infant foods and sugar or salt substitutes;
- expenses for drugs which are used for a condition or conditions not recommended by the manufacturer of the drugs;
- experimental products or treatments for which substantial evidence, provided through objective clinical testing of the product's or treatment's safety and effectiveness for the purpose and under the conditions of the use recommended does not exist to the satisfaction of the insurer/administrator.
- expenses for lozenges, mouth washes, non-medicated shampoos, contact lens care products and skin cleaners, protectives, or emollients.

Group Travel Insurance

The group travel plan covers a wide range of benefits which may be required as a result of an accident or unexpected illness incurred outside the province while travelling on business or vacation. The insurer will pay 100% of the reasonable and customary charges (subject to any benefit maximums) for expenses, such as hospital, physician, return home and other expenses as outlined in the employee booklet. Coverage under the Group Travel Insurance is limited to a maximum of ninety (90) days per trip, for travel within Canada. The maximum of 30 days is afforded for travel outside Canada and will commence from the actual date of departure from Canada. Additional coverage is available from Atlantic Blue Cross Care on an optional pay all basis.

It is important to note that coverage is provided for emergencies only related to accidents or unexpected illness while traveling outside your province of residence. If you have an existing medical condition, the condition must be stable before traveling to have coverage for that condition. Stable means that in the last 3 months before leaving, there has been no hospitalization, no increase or modification in treatment or prescribed medication dosage or no symptom for which a reasonably prudent person would consult a physician. Stable dosage does not apply if you are a diabetic.

OPTIONAL BENEFITS

Optional Group Life Insurance

This plan is available on an optional, employee-pay-all basis and you may apply to purchase additional group life insurance coverage for you and/or your spouse. Coverage is available from a minimum of \$10,000 to a maximum of \$300,000 in increments of \$10,000.

Optional Accidental Death and Dismemberment Insurance

This plan is available on an optional, employee-pay-all basis and enables you to purchase additional amounts of accidental death and dismemberment insurance on an employee and/or family plan basis. Coverage is available from a minimum of \$10,000 to a maximum of \$300,000 in \$10,000 increments.

Optional Long Term Disability Insurance

This plan is available to you on an optional and employee-pay-all basis. Long term disability insurance may provide disability benefits for periods of total disability which exceed 119 days. To be eligible for this benefit, you must be a member of either the Public Service Pension Plan or the Uniformed Services Pension Plan.

Optional Dental Care Insurance

This plan is available to you and your insured dependents on an optional and employee-pay-all basis. Coverage is available for basic and major restorative dental procedures.

Optional Critical Conditions Insurance

This plan is available to you and your dependents on an optional and employee-pay-all basis. Critical Conditions Insurance will provide a lump sum payment to insured employees in the event he/she and/or dependents are afflicted, while coverage is in force, with a critical condition as defined in the policy.

GENERAL INFORMATION

For the purpose of the group insurance program, the following definition of dependent is applicable:

Spouse

- (a) an individual to whom you are legally married; or
- (b) an individual of the same or opposite sex who has been publicly represented as your spouse for at least one year.

Dependent Children

- your or your spouse's unmarried, natural, adopted, foster or step-children, including a child of an unmarried minor dependent, who are:
 - (a) under 21 years of age and dependent upon you for support and maintenance; or
 - (b) under 25 years of age and in full-time attendance at a university or similar institution and dependent upon you for support and maintenance; or
 - (c) age 21 or over who, by reason of mental or physical infirmity, are incapable of self-sustaining employment, and are dependent upon you for support and maintenance and who were insured under the plan on the day before they reached age 21.

Children of your spouse are considered dependents only if:

- they are also your children; or
- your spouse is living with you and has custody of the children.

This plan does not cover a spouse or dependent child who is not a resident in Canada nor does it cover any child who is working more than 30 hour per week, unless the child is a full-time student.

Eligibility

- all full-time, active employees, including part-time employees who work at least 50% of the regular work week, are required to participate in the group insurance program from the first day of employment. All retired employees who are receiving a pension from either the Public Service Pension Plan or the Uniformed Services Pension Plan may elect to continue coverage.
- all temporary employees, if hired for a period of more than three months, are covered under the program from the first day of employment. Employees who are hired for a period of less than three months, who have their contract extended to at least six months, are required to participate from the date of notification that the contract was extended.
- seasonal, recurring employees are covered under the plan during their term of active employment. During periods of lay-off, provided they do not work for another employer during such lay-off,

an employee has the option to continue coverage. **However, coverage will not continue unless a “Continuation of Coverage” form is completed, signed and given to your Staff Clerk/Administrator prior to your leaving.**

- employees who elect early retirement will continue to be insured under the program as if active employees. Group life and accidental death and dismemberment insurance benefits will be calculated on the annual superannuation benefits. Coverage will be reduced on the first of the month following the date of retirement or age 65, whichever occurs first. For continuation of coverage to become effective, a Continuation of Coverage Form must be signed prior to the last day worked.
- upon attainment of age 65, if you have been insured for a period of five years immediately prior to your 65th birthday, you may be eligible for a reduced paid-up life insurance policy on the first of the month following attainment of age 65, which will remain in force throughout your lifetime.

You may also be eligible to continue your supplementary health and group travel insurance plans on a 50/50 cost-shared basis.

In the event of your death, your surviving spouse, who on the date of your death was insured under the plan, may have the option of continuing in the group insurance program.

Employee/Retiree Responsibility

Employees/Retirees should note that they also have responsibilities to fulfill.

- You are responsible for ensuring that you have applied for the coverage you wish to have for yourself on your enrolment forms and your dependents within the appropriate time frames.
- You are responsible to change your coverage from single to family within the appropriate time frame. If the coverage is not changed within 31 days of acquiring your first eligible dependent an Evidence of Insurability on Dependents is required for approval.

- You are responsible to add a spouse to this plan in the event that he or she loses coverage under another plan within a 31 day period following the loss of coverage to avoid having to provide medical evidence.
- You are responsible for examining payroll deductions for all group insurance benefits. This will ensure accuracy and allow for corrections on a timely basis.
- You are responsible for amending your coverage to delete any coverage you no longer require. Contributions which you have paid are not refundable if they were consistent with the application on file.
- You are responsible for effecting conversion of the coverage eligible to be converted upon the earlier of termination of employment or at age 65.
- You are responsible for completing the necessary forms required for continuing benefits while on maternity leave, sick leave, special leave without pay, retirement, etc. It is extremely important these arrangements be made prior to commencing eligible leave. For continuation of group life and health insurance while on temporary lay-off or on unpaid leave you are responsible for the payment of the full premium amount and failure to remit on the required monthly basis will result in termination of coverage.
- You are responsible for providing appropriate claim information necessary to process LTD and/or Waiver of Premium claims as well as to ensure notice of claim/proof of claim where necessary has been provided within appropriate time frames as required under the contract.
- You are responsible for completing appropriate forms necessary for such things as change of address, addition of new dependent, and other significant matters that can change or otherwise affect your coverage.
- You are also responsible to register overage student dependents between age 21 and 25 at the beginning of each school year. Failure to do so may impact coverage.
- In situations where a refund or recovery of premiums are being considered due to error, a case-by-case analysis will be performed, however the standard policy is that the maximum amount of time for a refund or recovery of premium will be 12 months from the date of the error.

***SCHEDULE H**

***LABRADOR BENEFITS AGREEMENT**

ARTICLE 1 **SCOPE**

- *1.1 This Agreement is applicable to all employees in Labrador whose Employers are signatory to this agreement, represented by the Canadian Union of Public Employees, the Newfoundland and Labrador Association of Public & Private Employees, the Newfoundland and Labrador Nurses Union, the Newfoundland and Labrador Teachers Association and the Royal Newfoundland Constabulary Association. The terms of the agreement will be considered to form an integral part of all collective agreements.

ARTICLE 2 **DURATION**

- *2.1 This agreement shall be effective from April 1, 2009 and shall remain in full force and effect until March 31, 2013. It shall be renewed thereafter through the normal process of collective bargaining utilized by each of the employee groups, or, with the consent of the parties, will be renewed through joint negotiations. At the request of either party negotiations shall commence six (6) months prior to the expiry date of this agreement.

ARTICLE 3 **LABRADOR ALLOWANCE**

- *3.1 Labrador Allowance for employees covered by this agreement shall be paid in accordance with Schedule "A."

	LABRADOR ALLOWANCE		
	DATE	SINGLE	DEPENDENT
GROUP 1	1-Apr-09	2650	5300
	1-Apr-10	2750	5500
	1-Apr-11	2825	5650
	1-Apr-12	2825	5650
GROUP 2	1-Apr-09	3070	6130
	1-Apr-10	3185	6360
	1-Apr-11	3270	6530
	1-Apr-12	3270	6530
GROUP 3	1-Apr-09	3210	6395
	1-Apr-10	3330	6635
	1-Apr-11	3420	6815
	1-Apr-12	3420	6815

In the case of spouses who are both employed by Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, the total amount paid to both of them shall not exceed the dependent rate for the allowance contained in this article. This allowance shall be paid to employees on a pro-rated basis in accordance with his/her hours of work excluding overtime.

ARTICLE 4 TRAVEL ALLOWANCE

- *4.1 Employees covered by this agreement shall receive a travel allowance to help offset the costs of travel to areas outside of Labrador based on the following rates per employee and his/her dependent(s).

	TRAVEL ALLOWANCE		
	DATE	EMPLOYEE	DEPENDENT
GROUP 1	1-Apr-09	825	625
	1-Apr-10	825	625
	1-Apr-11	825	625
	1-Apr-12	875	675
GROUP 2	1-Apr-09	875	675
	1-Apr-10	875	675
	1-Apr-11	875	675
	1-Apr-12	925	725
GROUP 3	1-Apr-09	925	725
	1-Apr-10	925	725
	1-Apr-11	925	725
	1-Apr-12	975	775

- 4.2 (a) This allowance shall be paid to employees in the first pay period following April 15 of each year on a pro-rated basis in accordance to his/her hours of work in the previous twelve (12) month period, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents on the date of application of the allowance.
- (b) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 4.2 (a) based on his/her hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.
- 4.3 (a) For the purpose of calculating this benefit the following leaves shall be considered as hours of work:
- (i) Maternity Leave/Parental Leave/Adoption Leave
 - (ii) Injury-on-Duty/Worker's Compensation Leave
 - (iii) Paid Leaves

- (iv) Any other period of unpaid leave for which the employee is eligible to accrue service under the respective collective agreement
 - (b) The provisions of 4.3 (a) will not apply when the employee would otherwise have been laid off.
 - (c) The provision of 4.3(a) (iv) will apply only to employees who have worked or have been credited with hours of work under 4.3(a) (i), (ii) or (iii) for a period of 20 days in the aggregate in the qualifying period.
- *4.4 In the case of spouses who are both employed Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.
- 4.5 The travel benefit available to the Royal Newfoundland Constabulary Association under their Collective Agreement and to teachers under Article 25 of the NLTA Labrador West Collective Agreement shall continue to apply except in cases where Article 4 of this joint agreement provides a greater benefit. E.g. Members of the RNCA would continue to receive the employee travel benefit under their collective agreement unless the employee travel benefit in this joint agreement is greater. In addition to the employee benefit under the RNCA collective agreement, members of the RNCA shall also receive the dependent benefit under the joint agreement.

ARTICLE 5

LEAVE

- *5.1 Employees covered by this agreement shall receive three (3) non-cumulative, paid leave days in the aggregate per year. This leave will only be utilized when the employee is delayed from returning to the community due to interruptions to a transportation service occurring within Labrador. This article shall also apply where there has been an interruption to a transportation service occurring at the last departure point directly to Labrador.

ARTICLE 6
EXISTING GREATER BENEFITS

- 6.1 No provision of this agreement shall have the effect of reducing any benefit for any employee which exists in each applicable employee group collective agreement outlined in Article 1.

ARTICLE 7
DEFINITIONS

- 7.1 Dependent - for the purpose of this Agreement, dependent means a spouse, whether of the same or opposite gender, and children under eighteen (18) years of age, or twenty-four (24) years of age if the child is in full time attendance at a school or post-secondary institution.
- 7.2 Spouse – for the purpose of this agreement, 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 (1) year.

SCHEDULE A
COMMUNITY GROUPING

GROUP 1

Happy Valley/Goose Bay
North West River
Sheshatshiu
Wabush
Labrador City
Churchill Falls

GROUP 2

Red Bay
L'Anse au Loup
L'Anse au Clair
Forteau
Pinware
West St. Modest
Mud Lake
Cartwright
Mary's Harbour
Port Hope Simpson
St. Lewis
Charlottetown
Lodge Bay
Paradise River

GROUP 3

Rigolet
William's Harbour
Norman's Bay
Black Tickle
Pinsent's Arm
Makkovik
Postville
Hopedale
Davis Inlet/Natuashish
Nain

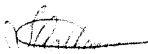
MEMORANDUM OF UNDERSTANDING

RE: Nurses Committee

The parties acknowledge that the Newfoundland and Labrador Nurses' Union (NLNU) have indicated that they have issues of concern unique to Nurses who live and work in Labrador and that the NLNU will attempt to address these concerns through a committee which will be established subsequent to these negotiations.



BERT BLUNDON
On behalf of the Unions



SARAH ANTHONY
On Behalf of the Employers

Date

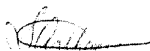
Date

Mr. Don Ash
Assistant Executive Director
Newfoundland and Labrador
Teachers' Association
3 Kenmount Road
St. John's, NF
A1B 1W1

Dear Mr. Ash:

This letter is to confirm that for teachers in Labrador, the payment of the travel allowance provided under Article 4 - Travel Allowance, of the Joint Agreement on Labrador Benefits shall be calculated for the school year, September to June, but shall be paid in accordance with the provisions of Article 4 of the Joint Agreement.

Yours truly,



SARAH ANTHONY
Chief Negotiator
Collective Bargaining Division

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first before written.

SIGNED on behalf of Treasury Board representing Her Majesty the Queen in Right of Newfoundland by the Honourable Thomas W. Marshall, Q.C. President of Treasury Board, in the presence of the witness hereto subscribing:

Witness

President of Treasury Board

SIGNED on behalf of the College of the North Atlantic

Witness

College of the North Atlantic

SIGNED on behalf of The Newfoundland and Labrador Health Boards Association

Witness

NLHBA

SIGNED on behalf of the Newfoundland and Labrador Housing Corporation

Witness

NLHC

SIGNED on behalf of the Newfoundland and Labrador School Boards' Association

Witness

NLSBA

SIGNED on behalf of the Newfoundland Liquor Corporation

Witness

Newfoundland Liquor Corporation

SIGNED on behalf of the Municipal Assessment Agency

Witness

Municipal Assessment Agency

SIGNED on behalf of the Canadian Union of Public Employees

Witness

CUPE

SIGNED on behalf of the Newfoundland and Labrador Nurses' Union

Witness

NLNU

SIGNED on behalf of the Newfoundland and Labrador Teachers' Association

Witness

NLTA

SIGNED on behalf of the Royal Newfoundland Constabulary Association

Witness

RNCA

SIGNED on behalf of the Newfoundland & Labrador Association of Public and Private Employees

Witness

NAPE

SCHEDULE I

DEFERRED SALARY LEAVE PLAN HEALTH CARE **(effective January 1, 1995)**

1. Definitions
2. Introduction
3. Administration
4. Eligibility
5. Enrolment
6. Salary Benefits During Deferral and Leave Periods
7. Withdrawal from the Plan
8. Returning from Leave

DEFERRED SALARY LEAVE PLAN

It is the Employer's policy that, where possible, all employees have access to a deferred salary leave plan, designed to help plan and finance a leave of absence for periods of 6 - 12 months. The deferral period may not exceed six years.

1. Definitions

Review Committee: a committee, comprised of members representing the employer and employee groups, which will review issues related to the Plan

Deferral period: that period of time during which participating employees defer a portion of their salary

Leave Period: that period of time, immediately following the deferral period, during which participating employees are on a leave of absence from work

Taxation year: based on a calendar year January 1 to December 31 (inclusive)

2. Introduction

The Deferred Salary Leave Plan permits employees to finance a leave of absence by deferring a maximum of 33 1/3% of their

salary (before deductions) in a taxation year. The period over which employees may defer their salaries may not exceed six years.

The deferred portions of employees' salaries are deposited into an account with the Government of Newfoundland and Labrador. This account accrues interest which must be paid at the end of each calendar year. Because this interest is considered to be income from employment, it is subject to income tax for the year in which it was earned. The interest rate, on the deferred portion of employees' salaries will be the rate of interest earned by Government on its bank accounts.

The minimum leave period is six (6) months, except where the employee is attending a designated educational institution on a full time basis; in this case the minimum period of leave is three months. The maximum period of leave is twelve (12) consecutive months, starting immediately after the salary deferral period.

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

3. **Administration**

The Deferred Salary Leave Plan will be administered by the Government Accounting Division of Treasury Board and the Personnel Department of the Employer. The Chief Executive Officer will be responsible for approving deferred salary leave for employees who wish to use the plan. Approval forms will be sent to the Payroll Department where employees will be set up on the deferred salary payroll. The system will calculate the deferred portion of employees regular pay cheques. This deferred portion will then be transferred into an interest bearing account.

Employees who wish to opt out of the plan must inform their Chief Executive Officer in writing. The Chief Executive Officer will then forward this information to the Review Committee who will review the case and decide if it can be approved. The committee will consist of representation from:

Government Accounting Division, Treasury Board
Personnel Policy Division, Treasury Board
Collective Bargaining Division, Treasury Board
Debt Management Division, Finance
The Employer
NLHBA
Union Involved

The Committee will meet on a regular basis to approve requests to withdraw from the plan and/or address any other issues that are not directly dealt with in this policy.

4. **Eligibility**

Permanent employees with a minimum of twelve (12) months continuous service may apply for enrolment in the Deferred Salary Leave Plan.

5. **Enrolment**

Employees must make written application to their Chief Executive Officer, providing as much advance notice as possible (preferably at least three (3) months).

Employees will be informed of their approval to participate in the Plan within three months of their request. Approval of requests is dependent on the operational requirements of the department during the employee's anticipated absence.

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

TABLE I

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

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

6. Salary And Benefits During Deferral and Leave Periods

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

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

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

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

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

While on leave, no payments will be made for:

- overtime;
- call back;
- stand-by;
- automobile allowance;
- Labrador allowance;
- sick leave;
- family responsibility leave;
- annual leave;
- paid leave;
- statutory holidays; or,

any other monetary compensation provided to employees who are at work.

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

Employees may purchase their leave period for pension credits upon their return to work.

7. Withdrawal From The Plan

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

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

Employees who withdraw from the Plan will receive a refund of their contributions plus the accrued interest on the contributions. Refunds will be made within 50 days of the approval to withdraw from the Plan.

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

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

8. **Returning From Leave**

Employees returning from their leave periods will be: assigned to the same or equivalent position held prior to going on leave; and eligible for the same step in the salary scale that they were paid prior to going on leave.

APPENDIX I

Benefit/Deduction Program	Benefits During the Deferral Period	Benefits During the Leave Period
Provincial Pension	Contribution will be based on normal gross salary, not salary received	No pension payments will be deducted during the leave period
Group Life Insurance/Health Insurance	Coverage and premiums will be based on normal gross salary not salary received; employer cost sharing will continue	Coverage continuation is optional; employee is required to pay full cost of premiums while on leave
Voluntary Accident Insurance/Dental Insurance	Participation optional, employee pays full cost of premium	Participation optional, employee pays full cost of premium
Long Term Disability Insurance	Coverage and premiums will be based on normal gross salary not salary received	No coverage available during the leave period

Union Dues (Where applicable)	Payable on that portion of salary actually received or based on Union Constitution	Payable on that portion of salary actually received or based on union constitution
Income Tax	Payable on that portion of salary actually received	Payable on that portion of salary actually received
Canada Pension Plan	Payable on that portion of salary actually received	Payable on that portion of salary actually received
Employment Insurance	Payable on normal gross salary	No deductions are taken as there are no insurable earnings during the leave period
Annual Leave	Normal accrual rates apply	No accrual during leave period. Time accrued prior to the leave period may be taken, subject to approval, before the leave period begins or after the leave period ends
Sick Leave	Normal accrual rates apply	No accrual during leave period. Sick leave will not be paid during leave period
Paid Leave (Where Applicable)	Normal accrual rates apply	No accrual during leave period. Time accrued prior to the leave period may be taken, subject to approval, before the leave period begins or after the leave period ends
Severance Pay	Normal accrual rates apply	Entitlement reduced by the length of the leave period
Pay Increments	Normal application	Step progression delayed by the length of the leave period

**DEFERRED SALARY LEAVE PLAN
APPLICATION AND APPROVAL REQUEST FORM**

1. Name: _____

SIN: _____

Phone: _____ (Home)

_____ (Work)

2. Work Location: _____

Department: _____

Work Area: _____

Job Title: _____

Annual Salary: _____ \$ _____

Date of Entry into Employment with the Employer _____/_____/_____
Year Mt Day

3. Plan Option (Check One)

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

4. Requested Leave Period

From _____/_____/_____ to _____/_____/_____
Year Mt Day Year Mt Day

I hereby request to defer a portion of my salary as indicated in Section 3 and request leave for the period noted above. I have read and understand the Deferred Salary Leave Plan and agree to the terms and conditions as defined by Revenue Canada and my employer.

Employee Signature

Date

5. (a) Approval is hereby granted for the deferral of salary as outlined in Section 3.

Administrator's Signature

Date

Approval cannot be granted as requested for the following reason(s):

Administrator's Signature

Date

- b) Approval for salary deferral period:

_____/_____/_____ to _____/_____/_____
Year Mt Day Year Mt Day

Percentage of salary deferred/year:

Amount Deferred: \$

Percentage of salary maintained:

Amount Maintained: \$

Payroll Deduction: \$

Approval for leave period:

_____/_____/_____ to _____/_____/_____
Year Mt Day Year Mt Day

c.c. Employee

Debt Management (Finance)

SCHEDULE I

JOB SHARING

In accordance with the letter regarding job sharing on page 136 of the NLNU Collective Agreement signed January 13, 1995, below are guidelines to assist employers and registered nurses in job sharing arrangements. The guidelines in no way obligate either party to enter into a job sharing arrangement, but rather provide guidance where the parties mutually agree to enter into such an arrangement. Nothing in these guidelines shall be interpreted to limit the right of any employer and the union to vary these guidelines, and nothing shall be interpreted so as to alter any existing job sharing agreements between the Union and any Employer. It is hoped that job sharing will improve the quality of life for registered nurses who wish to avail of it. Throughout the guidelines, the use of the pronoun "she" is meant to encompass both female and male registered nurses.

The suggested guidelines are as follows:

- 1) that job sharing be voluntary employee initiated arrangement;
- 2) that a job sharing arrangement be defined as one normal full-time position shared by two Registered Nurses each working 50% of the position;
- 3) that the employees have the ability to self-schedule based on one normal full-time rotation;
- 4) that all the benefits of the collective agreement be shared equally between the Registered Nurses. These benefits not be any less than the part-time benefits currently outlined in the collective agreement, (ie. all benefits applicable to part-time be extended to job sharing as well).

Employees who occupy a full-time position would initiate a potential job sharing arrangement and would enter into discussion with the employer to establish the arrangement. Such an arrangement would have to be agreeable to the employer, and the employer would be permitted to limit the number of full-time positions available for job sharing.

Once the job sharing arrangement has been approved by the employer for a particular full-time position, a job sharing partner would have to be located for the initial incumbent. The selection of a job sharing partner would have to be conducted via an agreed upon mechanism. Such a mechanism could include job posting as per the collective agreement, or via a "job sharing register". The selection of a job sharing partner would be as per Article 24 of the NLNU Collective Agreement.

Once a job sharing partner has been selected, the full-time position would be shared between the two employees on a 50-50 basis. The employees shall work 50% of the normal regular hours over a 4 to 6 week period. The employee shall receive a cheque each pay period as if she worked 50% of the normal regular hours in that pay period, regardless that the employees self-scheduling may result in one job sharing partner working greater than 50% of the normal regular hours in the pay period being paid. This will ensure consistency for payroll and benefits. Benefits would be applied as would be for a part-time employee (ie. on a pro-rated basis).

Employees engaged in a job sharing arrangement would be permitted to engage in self-scheduling. The employer would post the applicable work schedule as they would for a full-time employee, however, the job sharing employees would decide amongst themselves whom shall work which particular shifts on a 50-50 basis. Once the work schedule has been decided upon, the employees would notify and seek the approval of the employer one week in advance of the commencement date of the work outlined, provided the schedule is posted two (2) weeks in advance.

The employees engaged in a job sharing arrangement would be permitted to have a trial period. The trial period would be a specified period of time agreed upon between the employer and the employees engaged in the arrangement, during which time either employee would be permitted to revert to their former position. For reasons other than an unsuccessful trial period, should one of the employees engaged in job sharing wish to discontinue the arrangement the following options may be offered:

1. The full time position may be offered to the remaining employee.

2. The remaining employee may request to have the job sharing arrangement continued, and a new job sharing partner selected.

NOTE: These options should be discussed, between the Employer and the job sharing partners, and agreed upon prior to the approval of the job sharing arrangement. A notice period to the employer for the discontinuance of a job sharing arrangement should also be pre-determined.

Should there be a need for annual leave or sick leave replacement for either of the employees engaged in the job sharing arrangement, there will be no requirement for the other job sharing partner to fill in as a replacement. However, the option should be given to the employees to replace one another for annual leave purposes. Should the employees agree to this practice, the employer must be notified. In the case of sick leave replacement, the employer would be expected to replace as normal for short term sick leave. For long term sick leave, the job sharing partner could be given the option to cover the shifts.

SCHEDULE K

SENIORITY NUMBERS

The following schedule outlines a pilot project for the development of a seniority number system for employees who are members of NLNU.

PART A

1. In order to simplify the method of calculating seniority, each employee of each Regional Board will be assigned a “seniority number” based upon a formula outlined in this agreement. The assignment of this number in no way affects any part of the collective agreement or transition agreement(s) except as specifically outlined in this schedule. The introduction of the seniority numbering system is intended only as a means of recording seniority.
2. Each Employer agrees to post a seniority list showing seniority recorded in hours as well as dates of hire. If the employee protests her/his seniority, she/he must submit a written request for a review of her/his seniority within two (2) months of posting of the seniority list. This review must be completed by the Employer within six (6) months from date of posting of the seniority list. This list will show seniority up to and including September 30, 1999, (December 31st, 1996 for employees of The Western Health Care Corporation Institutions Board and Community Health Western), or the last pay day in September, 1999, depending on which date the individual employer has traditionally used to calculate seniority for the purposes of meeting the employer’s obligations under Clause 23.02 of the collective agreement. Seniority for all employees will be adjusted, where necessary, to ensure that no employee has an advantage by reason of different schedules/pay periods etc. as of the applicable date.
3. In addition to all permanent employees in permanent positions, for the purposes of the initial assignment of seniority numbers, “permanent employees” shall include:
 - (a) all permanent employees on layoff status who have retained recall rights;

- (b) all permanent employees occupying temporary positions while retaining their permanent status;
 - (c) all permanent employees on approved leaves of absence;
4. As of effective date of new agreement, the seniority of all employees, excluding employees of The Western Health Care Corporation Institutions Board and Community Health Western, shall be considered capped as of September 30th, 1999, or the last pay day in September, 1999, depending on which date the individual employer has traditionally used to calculate seniority for the purposes of meeting the employer's obligations under Clause 23.02 of the collective agreement. All employees other than permanent employees shall be considered to have seniority based on their respective dates of hire. All references to seniority in the collective agreement and transition agreement(s) shall be considered to be references to an employee's seniority as of September 30th, 1999 (December 31st, 1996 for employees of the Western Health Care Institutions Board and Community Health Western), or the last pay day in September, 1999, depending on which date the individual employer has traditionally used to calculate seniority for the purposes of meeting the employer's obligations under Clause 24.02 of the collective agreement, or an employee's date of hire, as applicable, until such date as seniority numbers are actually assigned by the particular employer. The introduction of seniority numbers will not be used retroactively.
5. Following the protest period, all permanent employees will be issued a seniority number. The permanent employee with the most seniority hours will be issued number "1" and so on down the applicable seniority list. Once all permanent employees have been issued seniority numbers, employees holding casual or temporary status as of September 30th, 1999 (December 31st, 1996 for employees of The Western Health Care Institutions Board and Community Health Western), or the last pay day in September, 1999, depending on which date the individual employer has traditionally used to calculate seniority for the purposes of meeting the employer's obligations under Clause 24.02 of the collective agreement, will be issued a seniority number based on date of hire and will retain this number even if she/he

eventually obtains permanent status after the applicable date. All new employees hired after the applicable date will then be issued seniority numbers based on their respective dates of hire. The lower the seniority number, the higher will be the employee's seniority.

6. Two or more Employers in a geographic region may elect to issue consecutive numbers to make provisions to accommodate existing clauses in transition agreements, or to simplify possible future amalgamations. Should two or more Employers issue consecutive numbers, separate seniority lists shall be maintained at any site where the collective agreement or transition agreement(s) require separate seniority lists. The seniority list(s) for those sites shall only reflect the names, dates of hire, seniority by classification and seniority numbers of those employees employed at that site.
7. Notwithstanding Paragraph 6 above, should the Union and the Employer make future agreement(s) to amalgamate seniority lists, the amalgamations can be accomplished by subdividing existing seniority numbers. (E.g. 16A, 16B, etc.)
8. When employees have the same number of seniority hours, or the same dates of hire, the order of seniority will be determined by drawing names from a hat based on procedures established in consultation with the union.
9. The Union agrees that after the "protest period", there will be no further requests to check seniority hours. The Union and the Employer(s) will work jointly to ensure that all employees are made aware of the importance of verifying their seniority/date of hire before the issuance of seniority numbers.
10. Issues concerning private agreements relating to seniority for leaves of absence applicable to one or more sites under a particular Employer will be discussed between the local Employer and the Union, with the intention that all Employees be treated equally.
11. This agreement may be terminated by either party with the provision of six (6) months written notice. The parties agree to

meet during the first two (2) months of the notice period to attempt to resolve any differences that may arise.

12. Should the employer or the union elect to revert to a system based upon hours:
 1. All employees who held seniority as of the applicable date (December 31st, 1996 for employees of The Western Health Care Institutions Board and Community Health Western), will be credited with additional seniority based upon full time hours from the applicable date (December 31st, 1996 for employees of The Western Health Care Institutions Board and Community Health Western), for the duration of time the seniority numbering system was in effect.
 2. All other employees hired after the applicable date will be credited with seniority based upon full time hours from their respective dates of hire, for the duration of time the seniority numbering system was in effect.

This will ensure that all employees who held seniority as of the applicable date (December 31st, 1996 for employees of The Western Health Care Institutions Board and Community Health Western), will be placed in the same relative positions on the seniority list(s) as they would have been in had the seniority numbering system not been introduced.

3. Subject to the provisions of Clause 10 of Appendix D, the Seniority Number Agreement in the Western Transition Agreement, employees who have accepted part-time or job sharing positions in reliance on the seniority numbering system, will be given the opportunity to revert to their previous employment status in accordance with the layoff and recall provisions in effect with their particular employer, until June 30th, 2001.

If either party serves notice of terminating the seniority by number pilot project, the employees who wish to revert to their previous employment status shall notify the employer

in writing of their desire to do so within one (1) month of the formal notice being served. Should the employer give notice to terminate the agreement in the 30 days prior to June 30th, 2001, employees will still have 30 days in which to give notice of their desire to revert to their previous employment status.

13. The Union and the Employer may extend this pilot project (excluding Clause 12.3) into the next collective agreement or may agree to make seniority numbering a permanent method of recording seniority.

PART B

Language will be added to the applicable clauses of the collective agreement and will supercede the existing clauses while the seniority numbering system is in effect. The new language will replace references to the word “seniority” with the words “seniority number”.

The intent is to outline both the old and the new clauses in the body of the collective agreement. This will eliminate the need to refer to the schedule to find the applicable clauses.

***SCHEDULE L**

***TRANSITION AGREEMENTS**

Eastern Regional Health Authority
Central Regional Health Authority
Western Regional Health Authority
Labrador-Grenfell Regional Health Authority

TRANSITION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND
(Represented herein by the Treasury Board)

AND

THE NEWFOUNDLAND AND LABRADOR HEALTH BOARDS ASSOCIATION

REPRESENTING
THE EASTERN REGIONAL INTEGRATED HEALTH AUTHORITY
(Referred herein as the Employer)

AND

THE NEWFOUNDLAND AND LABRADOR NURSES' UNION

February 26, 2010

This agreement made this 26th day of February two thousand and ten in accordance with Clause 40.02 of the Collective Agreement between Her Majesty the Queen in Right of Newfoundland and Labrador (represented herein by the Treasury Board), the Newfoundland and Labrador Health Boards Association, and the Newfoundland and Labrador Nurses' Union (NLNU), herein referred to as the Collective Agreement. It is recognized that if there is any conflict with the Collective Agreement the Transition Agreement shall apply unless otherwise specified herein. This Agreement governs all members of the NLNU who are employees of the Eastern Regional Integrated Health Authority (referred herein as the Employer).

It is further recognized that effective the date this Transition Agreement comes into effect, the three transition agreements and their associated letters of understanding with each of the Employer's Legacy Organizations, as outlined below will be repealed and replaced with this Transition Agreement:

- Transition Agreement between Avalon Health Care Institutions Board and The Newfoundland and Labrador Nurses' Union; dated May 8, 1997.
- Transition Agreement between The Health Care Corporation of St. John's and The Newfoundland and Labrador Nurses' Union; dated June 7, 1996.
- Transition Agreement between Peninsulas Health Care Corporation and The Newfoundland and Labrador Nurses' Union; dated July 2002.

1. Bargaining Unit Structure

- 1.1. As per the order of the Labour Relations Board (LRB) dated July 16, 2008 (the LRB Order), a copy of which is attached as Schedule "A", it was determined that there be established a single Nurses (NS) bargaining unit in the classifications covered by the NLNU and the St. John's Home Care Program Collective Agreements, but not including Nurses employed at the Agnes Pratt Home, Pentecostal Senior Citizens Home, St. Luke's Home, St. Patrick's Mercy Home and the Salvation Army Glenbrook Lodge; and that the seniority lists for the existing twelve (12) Nurses (NS) bargaining units be dovetailed into a single seniority list for the Nurses (NS) bargaining unit.
- 1.2. The reference throughout the Collective Agreement to bargaining units refers to employees who are NLNU members as defined by the Collective Agreement at all sites operated by the Employer as one single bargaining unit.
- 1.3. The Employer will post the new single seniority list in all work sites prior to January 1st, 2010. Subject to protests and grievances the new single seniority list will be effective January 1st, 2010.

Seniority will be transferred to the new single bargaining unit recognizing the following principles:

- a. Employees whose names appear on more than one existing seniority list may combine their seniority providing that no employee will be credited with more than equivalent full time hours in any calendar year.

- b. Article 38.04 (a) and (b) of the Collective Agreement between the parties executed June 20th, 2009 (the Collective Agreement) will be applied. Employees who dropped a Step(s) on the salary scale by reason of the resignation(s) referenced in Article 38.04(a) and (b) shall have their former step reinstated with full retroactivity.
 - c. Article 38.04 of the Collective Agreement will not apply to employees who resign after January 1st, 2010.
 - d. The parties agree that within two (2) months of the date of signing of this Transition Agreement, the Employer and the Union will review grievances related to these issues and where the only issue was the loss of seniority which is being reinstated by this agreement, the grievance(s) shall be withdrawn.
- 1.4. Employees will have two (2) months from the date the seniority list is posted to submit a protest in writing to the Human Resources Department outlining the specific reason why they feel their seniority to be incorrect. The Human Resources Department will have five (5) months from when the seniority protest was received to provide the employee with a written response outlining the outcome of their seniority protest and the detail of what adjustments, if any, were required. A copy of the response will be copied to the employees' personal file.

A revised seniority list incorporating corrections will be posted by August 31st, 2010.

Once the initial protest period has elapsed, all future protests will be completed in accordance with Article 24.03 of the Collective Agreement. Subject to the mutual agreement to the contrary, where displacement or staff changes have occurred, it will not be altered due to the discovery of errors not brought to the attention of the Employer during the protest period.

- 1.5. If the situation should develop whereby two (2) or more employees have the same seniority, the seniority shall be broken by random draw, i.e. drawing names from a hat. A Union representative, together with the individuals whose names are in the hat, or designates, may be present with management when the draw takes place.
- 1.6. As of April 1, 2005, the employees referenced in the LRB Order were transferred to the Employer. The Employer recognizes the service of each of the employees as it was recognized by the previous Employers prior to the new organization assuming governance.

2. Staff Changes

- 2.1. Effective January 1st, 2010, when filling permanent vacancies they shall be filled on the basis of one region wide bargaining unit and one single seniority list in accordance with Article 25 of the Collective Agreement.

2.2. Effective January 1st, 2010, when filling temporary vacancies which exceed or are expected to exceed 6 months they shall be filled on the basis of one region wide bargaining unit and one single seniority list in accordance with Article 25 of the Collective Agreement.

2.3. All employees will be assigned a primary site of work. It is recognized that certain employees may be required to work on a multi-site basis or have region-wide responsibilities. These individuals will be given written notification of this requirement. All other situations will be dealt with in accordance with Article 25:09 of the Collective Agreement.

2.4. Permanent Employees in Temporary Positions

Subject to the approval of the Employer, a permanent employee who applies for and is accepted for a temporary position in accordance with 2.2 above, may revert to their former position upon completion of the temporary position. When Employer approval is obtained, permanent employees obtaining temporary employment shall maintain their permanent positions. The Employer shall notify the employee in writing of its decision to grant or deny position protection before the employee accepts the temporary work.

If there is a need to fill the individual's permanent position while the employee is in the temporary position, it will be filled on a temporary basis only and the Union agrees to waive the definition of "Temporary Employee" found in Clause 2.01(w) of the Collective Agreement for this purpose only.

3. Transfer of Services Within Eastern Health

3.1. For the purpose of this Article, a service transfer is the transfer of a service from one physical location to another within Eastern Health. Service Transfer does not include a change in the management reporting structure or a location change within the same facility or site operated by the Employer.

3.2. Eastern Health reserves the right to transfer staff as a result of service transfer. Employees who are transferred shall retain seniority, service, and other recognized earned and portable benefits.

3.3. Employees who are affected by service transfer shall not have access to lay-off or displacement options unless:

3.3.1. there is an associated downsizing of positions within the service, or

3.3.2. the service is being transferred to a worksite located 85 kms (driving distance) or greater from the employee's current worksite.

3.4. Where there is an associated downsizing of positions within the service the Employer will offer nurses, on the basis of seniority, the choice of transferring within the service or accessing lay-off / displacement. If there are not enough nurses interested in transferring

with a service the Employer reserves the right to transfer nurses commencing with the most junior nurse.

Employees considering accepting layoff should fully explore the Employment Insurance implications before exercising this option.

- 3.5. Eastern Health will select employees on the basis of seniority when examining transfers to comparable positions within the service.
- 3.6. Eastern Health will provide a familiarization period up to but not exceeding two weeks, to the employees transferring with their Department / Program to a new site. This will assist them in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, fire and disaster plans, etc.
- 3.7. Subject to the bumping process, and subject to 3.3.2 above, temporary employees replacing permanent employees in a department / program that is transferred will transfer with the department / program if the permanent employee they are replacing is transferring with the department / program.
- 3.8. Subject to the bumping process, casual employees and temporary employees on lay-off will be transferred with the program / service they usually work in.
- 3.9. Subject to the bumping process, employees on layoff and employees off work on various forms of leave recognized in the collective agreement shall have the same options available to them in the event of service transfer as though they were working.

4. Grievance Management Procedure

The Proposed Western Pilot referenced on p.303 of the Collective Agreement will be expanded to include the Employer.

5. Statutory Holidays

- 5.1. Subject to Article 18.01(a), employees shall observe Thanksgiving Day and Armistice Day as the two additional statutory holidays.
- 5.2. Subject to Article 18.01(b), Public Health Nurses, shall observe any day in the calendar year that the employee chooses as the one additional statutory holiday. This day must be taken within the calendar year.

6. Professional Practice/Labour Management Committees

The parties agree to the establishment of a joint committee to deal with professional practice and labour management issues functioning on local and sub-regional levels. Where there are both professional practice issues and labour management issues on the agenda, professional practice issues shall be dealt with first.

6.1. Local Committees:

Local committees will be governed by Article 5:02 of the Collective Agreement. The structure of these committees is as follows:

6.1.1. Local Committee Structure by Region:

- i. St. John's Region with one committee for each of the following:
 - a) Adult Acute Care represented by employees of the General Hospital, L.A. Miller Centre and Cancer Care Program
 - b) Adult Acute Care represented by employees of the St. Clare's Mercy Hospital
 - c) Adult Mental Health represented by employees of the Waterford Hospital
 - d) Child Health Program represented by employees of the Janeway Children's Health and Rehabilitation Centre including employees of the Children's Mental Health Division
 - e) Dr. Walter Templeman Hospital
 - f) Centre for Nursing Studies
 - g) Long-term Care represented by employees of the Hoyles-Escasoni Complex and Masonic Park Nursing Home
 - h) Community Health Services represented by employees within the St. John's region.
- ii. Rural Avalon with one committee for each of the following:
 - a) Health Services represented by employees of the Carbonear General Hospital and Dr. AA Wilkinson Health Centre
 - b) Long-term Care represented by employees of the Harbour Lodge Nursing Home and Interfaith Citizen's Home
 - c) Health Services represented by Placentia Health Centre and Dr. William H. Newhook Community Health Centre
 - d) Community Health Services within Rural Avalon.
- iii. Peninsulas with one committee within each of the following communities:
 - a) Clarendville (Integrated and Community Health Services)
 - b) Bonavista (Integrated and Community Health Services)
 - c) Burin (Integrated and Community Health Services)
 - d) Grand Bank (Integrated and Community Health Services)
 - e) St. Lawrence (Integrated and Community Health Services)

6.1.2. The proposed local committee structure is subject to change with mutual agreement of the parties.

6.2. Sub-regional Committees:

6.2.1.Sub-regional Structure:

In addition to the local Professional Practices Committees/Labour Management Committees as per 6.1, sub-regional committees will be established for the St. John's, Rural Avalon and Peninsulas regions.

6.2.2.Function of the Committees:

The sub-regional committees will address issues that are regional in nature and that are not the subject matter of a grievance. Items from the local committees unresolved after three local committee meetings will be automatically forwarded to the sub-regional committee. Urgent issues may be referred to the sub-regional committees immediately, if mutually agreed by the co-chairs.

6.2.3.Frequency of Meetings:

Sub-regional committees will meet on a quarterly basis or at the request of either one of the parties, unless mutually agreed otherwise. Where possible, members will endeavor to attend all meetings in-person, with the understanding that a minimum of every second meeting will be held face-to-face.

Employees who are required to attend these meetings will be compensated at straight time or given equivalent time off work in lieu. Employees who are required to travel to attend these meetings will be compensated in accordance with the Employer's Travel Policy.

6.2.4.Membership of Committees:

Sub-regional committees will be comprised of representatives from both the Union and the Employer as follows:

- A union representative from each of the local committees.
- The Manager of Human Resources Consulting Services.
- A professional practice representative.
- A Program/Corporate Director representative from each of the following acute, long-term and community care.

Committee members may invite other individuals to committee meetings, depending on the issues being discussed. Members are also encouraged to have a delegate who can attend meetings in their absence.

Meetings will be chaired alternately by the Employer and the Union.

6.2.5.Minutes and Agenda

The Agenda will be circulated to committee members seven (7) calendar days prior to each meeting.

Minutes shall be approved and signed by the co-chairs prior to circulation. Minutes shall be forwarded to Executive Management, Committee Members and Local Presidents. Union representatives will be responsible for ensuring that a copy is forwarded to the union.

Approved Minutes will be also posted electronically.

6.2.6. The proposed sub-regional committee structure is subject to change with mutual agreement of the parties.

7. Employees Working with More than One Legacy Organization

7.1. Existing Multi-Position employees

Employees, who, prior to the effective date of the Transition Agreement, occupied more than one position with the Employer, may continue to hold these positions provided the following criteria are met:

7.1.1. No employee will be permitted to hold positions whose combined hours of work exceed 75 hours biweekly (i.e. greater than 1.0 FTE); or

7.1.2. No employee will be permitted to hold more than one permanent full-time position.

Employees whose combined positions are greater than 1.0 FTE shall advise their employer of which position they wish to drop so their total hours of work do not exceed 75 hours biweekly. Employees may request in writing in accordance with Article 25.10 to reduce their hours in one of their positions so that their total positions do not exceed 1.0 FTE.

7.2. Employees, who, prior to the effective date of this Transition Agreement, held a permanent part-time position with one of the Employer's legacy organizations and worked on a casual basis with another of the Employer's legacy organizations, will no longer be paid as if they were separate employees. All hours worked in excess of their permanent part-time hours will be treated as additional shifts and the employee will be paid as per the Letter of Understanding "Part-time employees working additional shifts".

7.3. Future Multi-site positions

7.3.1. Casual Employees may be permitted to work on a casual basis at any of the Employer's sites or in multiple clinical areas, to a maximum of three, subject to the following:

7.3.1.1. Approval is required from each manager responsible for each of the clinical areas where the employee wishes to work.

7.3.1.2. The employee must advise each manager of their work schedule.

- 7.3.1.3. One manager must take the responsibility for the employee's payroll. Employees will be paid in accordance with Article 2.01 (a) of the Collective Agreement.
- 7.3.1.4. Each manager is responsible for ensuring that the employee receives proper orientation to their clinical area.
- 7.3.2. Permanent part-time employees may be permitted to work additional shifts outside their area/unit, subject to the following:
 - 7.3.2.1. Approval of the employee's permanent part-time manager is required.
 - 7.3.2.2. The employee must advise each manager of their work schedule.
 - 7.3.2.3. The employee's permanent part-time manager must take the responsibility for the employee's payroll.
 - 7.3.2.4. If the employee works in excess of his/her normal hours as per Article 9 of the Collective Agreement, the manager of the area where the hours worked were incurred is responsible for the additional premium cost.
 - 7.3.2.5. Extra shifts are to be offered to permanent part-time employees and casual employees in the work area/unit prior to offering additional work to employees outside their area/unit.
 - 7.3.2.6. The above criteria are to be read in conjunction with those outlined in the Letter of Understanding "Part-time employees working additional shifts", with the exception of clause (b) of this letter.
 - 7.3.2.7. The manager of the area where the employee wishes to work additional shifts is responsible for ensuring that the employee receives proper orientation to this clinical area.
- 7.3.3. Permanent part-time employees may be permitted to hold a second permanent part-time position with the Employer, subject to the following:
 - 7.3.3.1. The combined hours of work must not exceed 75 hours biweekly (i.e. greater than 1.0 FTE).
 - 7.3.3.2. Approval of the employee's current and future permanent part-time manager is required.
 - 7.3.3.3. The manager of each area reserves the right to change the employee's hours of work in accordance with Article 8 of the Collective Agreement. If this change creates a scheduling conflict, the employee will be required to forfeit one of their permanent part-time positions.
 - 7.3.3.4. The employee must advise each manager of their work schedule. The employee's initial permanent part-time manager must take the responsibility for the employee's payroll.
 - 7.3.3.5. If the employee works in excess of his/her normal hours as per Article 9 of the Collective Agreement, the manager of the area where the hours worked were incurred is responsible for the additional premium cost.
 - 7.3.3.6. The manager of the area where the employee is seeking a second permanent part-time position is responsible for ensuring that the employee receives proper orientation to this clinical area.

- 7.3.4. In exceptional circumstances only, permanent employees may be permitted to work in excess of their permanent full-time hours in an area outside their clinical area. Prior approval from the employee's manager is required and all hours worked in excess of his/her normal hours will be considered overtime and the employee will be compensated at the applicable overtime rate in accordance with Article 9 of the Collective Agreement.

The employee must inform their manager of all excess hours worked in another clinical area.

7.4. Review of Multi-site Arrangements

All multi-site arrangements will be reviewed and evaluated one-year from the effective date of the signing of the Transition Agreement.

7.5. Forfeiture of Multi-site Arrangements

Employees, who hold more than one position with the employer, whether on a permanent or temporary basis, may be permitted to forfeit one of the positions, as follows:

- 7.5.1. An employee who holds multiple permanent positions may forfeit one of their permanent positions and retain their accumulated seniority and status. Employees will be required to provide their manager with three weeks written notice of their intent to forfeit one of their permanent positions.
- 7.5.2. An employee who is working in a permanent and temporary position concurrently and who subsequently forfeits their permanent positions will retain their accumulated seniority but will forfeit their permanent status. Employees will be required to provide their manager with three weeks written notice of their intent to forfeit their permanent position.

October 29, 2009

Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses' Union
P.O Box 416
St. John's NL
A1C 5J9

Re: St. John's Home Care Program Collective Agreement

Dear Mr. Vivian:

This letter will confirm our understanding that this transition agreement will also apply to those employees covered by the St. John's Home Care Program Collective Agreement.

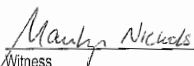
Additionally, this letter will also confirm our understanding that once the terms of this transition agreement are implemented; a committee with the appropriate management and union representatives from the community sector will be struck to deal with the issues not dealt within this transition agreement. However, the parties also agree that this committee may be waived if a provincial process were put in place to address the same issues.

Sincerely,

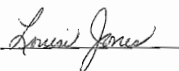
Stephen C. Dodge
Vice-President, People and Information Services
Eastern Health

**The Eastern Regional Integrated Health Authority /NLNU
Transition Agreement, February 18, 2010**

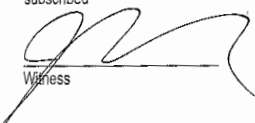
Signed on behalf of the Eastern Regional Integrated Health Authority by its proper officers
in the presence of the witness hereto subscribed



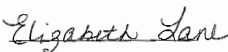
Witness



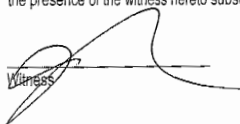
Signed on behalf of the Newfoundland and Labrador Health Care Association by proper
officers in accordance with the constitution and in the presence of the witness hereto
subscribed



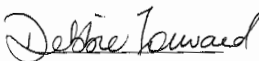
Witness




Signed on behalf of the Newfoundland and Labrador Nurses' Union by its proper officers in
the presence of the witness hereto subscribed



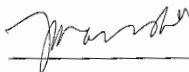
Witness



Signed on behalf of Treasury Board by its proper officers in the presence of the witness
hereto subscribed



Witness



5170

IN THE MATTER OF

Public Service Collective Bargaining Act

- and -

Eastern Regional Integrated Health Authority

Applicant

- and -

Newfoundland and Labrador Nurses' Union

Respondent

WHEREAS pursuant to Sections 44, 44.1 and 45 of the Public Service Collective Bargaining Act, the Labour Relations Board has received an application from Eastern Regional Integrated Health Authority for orders consolidating existing classifications of Nurses of the Employer who are members of separate bargaining units represented by the Newfoundland and Labrador Nurses' Union into a single Nurses (NS) bargaining unit of employees of the Employer, with dovetailing of seniority lists and consequential relief,

AND WHEREAS the Board, following consideration of the application and the representations of the interested parties; and noting that the Respondent consents to the orders requested in the application, has decided to grant the application;

NOW THEREFORE it is hereby ordered by the Labour Relations Board that:

1. Eastern Regional Integrated Health Authority is now the Employer and is a party to or is bound by Collective Agreements with the Newfoundland and Labrador Nurses' Union which are as follows:
 - (a) a Collective Agreement made among Newfoundland and Labrador Nurses' Union, Her Majesty the Queen in Right of Newfoundland and Labrador, represented by Treasury Board and Newfoundland and Labrador Health Boards Association in effect from 26 January 2007 to 30 June 2008; and including a Transition Agreement dated 8 May 1997 for Avalon Health Care Institutions Board; a Transition Agreement dated 7 June 1996 for Health Care Corporation of St. John's; a Sub-Agreement dated 7 June 1996 for Health Care Corporation of St. John's and St. John's Regional Health and Community Services Board; and a Transition Agreement dated July 2002 for Peninsular Health Care Corporation (the NLNU Collective Agreement);
 - (b) and a Collective Agreement made among Newfoundland and Labrador Nurses' Union, Her Majesty the Queen in Right of Newfoundland, represented by Treasury Board, St. John's Home Care Program and Newfoundland and Labrador Hospital and Nursing Home Association dated 7 February 1991 (the St. John's Home Care Program Collective Agreement)

2. and that there be established a single Nurses (NS) bargaining unit in the classifications covered by the NLNU and the St. John's Home Care Program Collective Agreements, but not including Nurses employed at the Agnes Pratt Home, Pentecostal Senior Citizens' Home, St. Luke's Home, St. Patrick's Mercy Home, and the Salvation Army Glenbrook Lodge;
3. and that the seniority lists for the existing twelve (12) Nurses (NS) bargaining units be dovetailed into a single seniority list for the Nurses (NS) bargaining unit;
4. and that the Newfoundland and Labrador Nurses' Union continues to represent the members of the Nurses (NS) bargaining unit;
5. and that the Collective Agreements currently in effect will remain in effect during the transition period or until a new Nurses (NS) Collective Agreement is signed between Eastern Regional Integrated Health Authority and Newfoundland and Labrador Nurses' Union;
6. and that the Labour Relations Board retains jurisdiction to deal with any further questions or problems which may arise with respect to this application and to provide for the resolution of same.

THE official seal of the Board was hereto affixed and attested to by the Chief Executive Officer of the Board at the City of St. John's in the Province of Newfoundland and Labrador this 16th day of July 2008


Chief Executive Officer

(Faint circular official seal of the Board is visible in the background)

TRANSITION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND
(Represented herein by the Treasury Board)

AND

THE NEWFOUNDLAND AND LABRADOR HEALTH BOARDS ASSOCIATION

REPRESENTING
CENTRAL REGIONAL HEALTH AUTHORITY

AND

THE NEWFOUNDLAND AND LABRADOR NURSES' UNION

This agreement made this 26 day of April two thousand and ten in accordance with Clause 40.02 of the Collective Agreement between Her Majesty the Queen in Right of Newfoundland and Labrador (represented herein by the Treasury Board), the Newfoundland and Labrador Health Boards Association, and the Newfoundland and Labrador Nurses' Union (NLNU), herein referred to as the Collective Agreement. This Agreement governs all members of the NLNU who are employees of the Central Regional Health Authority.

Subject to the Flexible Hours of Work Community Health, Letter of Understanding dated June 19th, 2009 found in the Collective Agreement, it is further recognized that effective the date this Transition Agreement comes into effect, the transition agreements with each of the Employer's legacy organizations, as outlined below will be repealed and replaced with this Transition Agreement:

- Transition Agreement between Treasury Board, the Newfoundland and Labrador Health Care Association on behalf of the Central East Health Care Institutions Board and the Newfoundland and Labrador Nurses Union dated September 29th, 1997.
- Transition Agreement between Treasury Board, the Newfoundland and Labrador Health Care Association on behalf of the Central West Health Board and the Newfoundland and Labrador Nurses Union dated March 18th, 1997.
- Transition Agreement between Treasury Board, the Newfoundland and Labrador Health Care Association on behalf of the Health and Community Services-Central Region and the Newfoundland and Labrador Nurses Union dated January 1st, 1999.

1. Transfer of Business – Successor Rights

- 1.1 In accordance with Section 44 of the Public Service Collective Bargaining Act the parties to this agreement agree that there has been a "transfer of business" from the following health care employers:

Central East Health Care Institutions Board

AND

Central West Health Board

AND

Health and Community Services-Central Region

TO

Central Regional Health Authority

- 1.2 As per the order of the Labour Relations Board (LRB) dated November 12th, 2008 (the LRB Order), a copy of which is attached as Schedule "A", it was determined that there be established a single regional nurses (NS) bargaining unit in the classifications covered by the NLNU Collective Agreement and the Gander and District Continuing Care Program Collective Agreement, within the Central Regional Health Authority.

2. No Loss Of Seniority For The New NLNU Bargaining Unit

NLNU members shall not lose their seniority as a result of the transfer of business as outlined in Clause 1 of this agreement.

- 2.1 The Employer will post a new single seniority list in all work areas prior to June 1st, 2010. Subject to protests and grievances the new single seniority list will be effective June 1st, 2010.
- 2.2 Employees will have two (2) months from the date the seniority list is posted to submit a protest in writing to the Human Resources department outlining the specific reason why they feel their seniority to be incorrect. The Human Resources department will have five (5) months from when the seniority protest was received to provide the employee with a written response outlining the outcome of their seniority protest and the detail of what adjustments, if any, were required. A copy of the response will be copied to the employee's personal file.
- 2.3 A revised seniority list incorporating corrections will be posted by January 31st, 2011.
- 2.4 Once the initial protest period has elapsed, all future protests will be completed in accordance with Article 24.03 of the Collective Agreement. Subject to the mutual agreement to the contrary, where displacement or staff changes have occurred, it will not be altered due to the discovery of errors not brought to the attention of the employer during the protest period.
- 2.5 If the situation should develop whereby two (2) or more employees have the same seniority, the seniority shall be broken by drawing names from a hat. A union representative, together with the individuals whose names are in the hat, or designates, may be present with management when the draw takes place.

3. Transfer of Service – Effective Date

As of April 1, 2005 the employees of the three (3) former employers outlined in Clause 1 of this agreement became employees of the Central Regional Health Authority. Central Regional Health Authority recognizes the service of each of the NLNU members as it was recognized by the previous employers prior to that date. Service for seniority purposes is to be recognized on a single, regional bargaining unit basis.

4. Professional Practice Committees

It is agreed that a minimum of two (2) professional practice committees will be established for community based nurses.

The parties further agree to the establishment of one regional professional practice committee which will meet at least twice per calendar year. These meetings shall be face to face. Additional meetings may occur as required.

The regional committee shall be comprised of representatives from the Union and the Employer and may include a Union representative and an Employer Representative from each of the local committees.

The regional committee will address issues that are regional in nature. Items from the local committees unresolved after three local committee meetings may be forwarded to the regional committee. Urgent issues may be referred to the regional committee immediately by mutual agreement between the parties.

5. Transfer of Services Within the Central Regional Health Authority

- 5.1 For the purpose of this Article, a service transfer is the transfer of a service from one community to another within Central Regional Health Authority.
- 5.2 Central Regional Health Authority reserves the right to transfer staff as a result of service transfer. Employees who are transferred shall retain seniority, service, and other recognized earned and portable benefits.
- 5.3 Employees who are affected by a service transfer shall have access to lay-off or displacement options if:
 - 5.3.1 There is an associated downsizing of positions within the service, or
 - 5.3.2 The service is being transferred to a worksite located 80 kms (driving distance) or greater from the employee's current worksite.
 - 5.3.3 The service is being transferred to a worksite that, while located less than 80 kms (driving distance) from the employee's current worksite, requires travel by ferry.
- 5.4 Where there is an associated downsizing of positions within the service or the service is being transferred to a worksite located 80 kms (driving distance) or greater from the employee's current worksite, or the service is being transferred to a worksite that, while located less than 80 kms (driving distance) from the employee's current worksite, requires travel by ferry, the Employer will offer nurses, on the basis of seniority, the choice of transferring within the service or accessing lay-off / displacement. If there are not enough nurses interested in transferring with a service the Employer reserves the right to temporarily transfer

nurses commencing with the most junior nurse for a reasonable period of time while the employer is training replacement staff.

Employees considering accepting layoff should fully explore the Employment Insurance implications before exercising this option.

- 5.5 Central Regional Health Authority will provide a familiarization period up to but not exceeding two weeks, to the employees transferring with their Unit/Division to a new site. This will assist them in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, fire and disaster plans, etc.
- 5.6 Subject to the bumping process, temporary employees replacing permanent employees in a Unit/Division that is transferred will transfer with the Unit/Division if the permanent employee they are replacing is transferring with the Unit/Division.
- 5.7 Subject to the bumping process, employees on layoff and employees off work on various forms of leave recognized in the collective agreement shall have the same options available to them in the event of service transfer as though they were working.

6. Grievance Procedure

- Step 1: Grievance submitted to her/his immediate supervisor
- Step 2: Grievance submitted to Human Resources Manager/Consultant
- Step 3: Grievance submitted to Director of Strategic Human Resources Management.
- Step 4: Failing satisfactory settlement being reached in step 3, the referral to arbitration shall be submitted to the Director of Strategic Human Resources Management.

7. Posting of Temporary Positions

Temporary vacancies which exceed or are expected to exceed sixteen (16) weeks shall be posted and filled in accordance with the collective agreement.

8. Community Health Issues

The parties recognize that there are outstanding issues related to community health nursing which are not properly the subject of these transition discussions. The parties agree that a committee with appropriate management and union representatives from the community sector will be struck to deal with the issues not dealt with in this transition agreement. The committee will commence meetings prior to October 31st, 2010.

SCHEDULE A



Labour Relations Board

5172
IN THE MATTER OF

Public Service Collective Bargaining Act

- and -

Central Regional Health Authority

Applicant

- and -

Newfoundland and Labrador Nurses' Union

Respondent

WHEREAS pursuant to Sections 44, 44.1 and 45 of the Public Service Collective Bargaining Act, the Labour Relations Board has received an application from Central Regional Health Authority for orders consolidating existing classifications of Nurses employed by the Employer who are members of separate bargaining units represented by the Newfoundland and Labrador Nurses' Union into a single Nurses (NS) bargaining unit, with dovetailing of seniority lists and consequential relief;

AND WHEREAS the Board, following consideration of the application and the representations of the interested parties; and noting that the Respondent consents to the orders requested in the application, has decided to grant the application;

NOW THEREFORE it is hereby ordered by the Labour Relations Board that:

1. Central Regional Health Authority is now the Employer and is a party to or is bound by the existing NLNU Collective Agreement and the Gander and District Continuing Care Program Collective Agreement;
2. and that there be established a single Nurses (NS) Bargaining Unit in the classifications covered by the NLNU Collective Agreement and the Gander and District Continuing Care Program Collective Agreement;
3. and that the seniority lists for the existing three (3) Nurses (NS) bargaining units be dovetailed into a single seniority list for the Nurses (NS) bargaining unit;
4. and that the Newfoundland and Labrador Nurses' Union continues to represent the members of the Nurses (NS) bargaining unit;
5. and that the Collective Agreements currently in effect will remain in effect during the transition period or until a new Nurses (NS) Collective Agreement is signed between Central Regional Health Authority and Newfoundland and Labrador Nurses' Union;
6. and that the Labour Relations Board retains jurisdiction to deal with any further questions or problems which may arise with respect to this application and to provide for the resolution of same.

THE official seal of the Board was hereunto affixed and attested to by the Chief Executive Officer of the Board at the City of St. John's in the Province of Newfoundland and Labrador this 12th day of November 2008


Chief Executive Officer

DATED THIS 26th DAY OF April, 2010

Debbie Toward
NEWFOUNDLAND AND LABRADOR
NURSES UNION

[Signature]
WITNESS

[Signature]
CENTRAL REGIONAL
HEALTH AUTHORITY

[Signature]
WITNESS

[Signature]
TREASURY BOARD

[Signature]
WITNESS

Elizabeth Lane
NEWFOUNDLAND AND LABRADOR
HEALTH BOARDS ASSOCIATION

[Signature]
WITNESS

TRANSITION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND
(Represented herein by the Treasury Board)

AND

THE NEWFOUNDLAND AND LABRADOR HEALTH BOARDS ASSOCIATION

REPRESENTING
WESTERN REGIONAL HEALTH AUTHORITY

AND

THE NEWFOUNDLAND AND LABRADOR NURSES' UNION

DATE: 31 MARCH 2010

This agreement made this 31ST day of MARCH two thousand and ten in accordance with Clause 40.02 of the Collective Agreement between Her Majesty the Queen in Right of Newfoundland and Labrador (represented herein by the Treasury Board), the Newfoundland and Labrador Health Boards Association, and the Newfoundland and Labrador Nurses' Union (NLNU), herein referred to as the Collective Agreement. This Agreement governs all members of the NLNU who are employees of Western Health (referred herein as the Employer).

It is further recognized that effective the date this Transition Agreement comes into effect, the transition agreement with each of the Employer's Legacy Organizations, as outlined below will be repealed and replaced with this Transition Agreement:

- Transition Agreement between Western Health Care Corporation and Western Regional Health and Community Services Board and The Newfoundland and Labrador Nurses' Union; dated June 2, 1997

1. Transfer of Business – Successor Rights

1.1 In accordance with Section 44 of the Public Service Collective Bargaining Act the parties to this agreement agree that there has been a "transfer of business" from the following health care employers:

Western Health Care Corporation

AND

Western Regional Health and Community Services Board

TO

Western Regional Health Authority

1.2 As per the order of the Labour Relations Board (LRB) dated January 17, 2007 (the LRB Order), a copy of which is attached as Schedule "A", it was determined that there be established a single regional Nurses (NS) bargaining unit in the classifications covered by the NLNU Collective Agreement within the Western Regional Health Authority.

2. No Loss Of Seniority For The New NLNU Bargaining Unit

NLNU members shall not lose their seniority as a result of the transfer of business as outlined in Clause 1 of this agreement.

3. Transfer of Service – Effective Date

As of April 1, 2005 the employees of the two (2) former employers outlined in Clause 1 of this agreement became employees of the Western Regional Health Authority. Western Regional Health Authority recognizes the service of each of the NNU members as it was recognized by the previous employers prior to that date. Service for seniority purposes is to be recognized on a single, regional bargaining unit basis.

4. Professional Practice/Labour Management Committees

The parties agree to the establishment of joint committees to deal with professional practice/labour management issues functioning on a local level. Where there are both professional practice issues and labour management issues on the agenda, professional practice issues shall be dealt with first.

One local professional practice/labour management committee will be established for:

- Bay St. George Long Term Care Centre
- Sir Thomas Roddick Hospital (including Population Health Bay St. George area)
- Port aux Basques
- Burgeo
- Norris Point
- Port Saunders
- Corner Brook/Bay of Islands

The parties further agree to the establishment of one regional professional practice/labour management committee which will meet at least three times per calendar year. At least one of these three meetings will be face to face.

The regional committee shall be comprised of representatives from the Union and the Employer and shall include at least one Union representative and one Employer Representative from each of the local committees.

The regional committee will address issues that are regional in nature. Items from the local committees unresolved after three local committee meetings may be forwarded to the regional committee. Urgent issues may be referred to the regional committee immediately by mutual agreement between the parties.

5. Statutory Holidays

5.1 The parties agree that there exists an established practice in which all Public Health Nurses receive the same statutory holidays as all other nurses in the bargaining unit. These holidays are outlined in Clause 18.01(a) of the NUN Collective Agreement.

5.2 Subject to Clause 18.01(a)(h), the two additional statutory holidays to be observed shall be:

- Thanksgiving Day
- Armistice Day

6. Transfer of Services Within the Western Regional Health Authority

6.1 For the purpose of this Article, a service transfer is the transfer of a service from one physical location to another within Western Regional Health Authority. Service Transfer does not include a change in the management reporting structure or a location change within the same facility or site operated by the Employer.

6.2 Western Regional Health Authority reserves the right to transfer staff as a result of service transfer. Employees who are transferred shall retain seniority, service, and other recognized earned and portable benefits.

6.3 Employees who are affected by service transfer shall have access to lay-off or displacement options if:

- 6.3.1 There is an associated downsizing of positions within the service, or
- 6.3.2 The service is being transferred to a worksite located 80 kms (driving distance) or greater from the employee's current worksite.

6.4 Where there is an associated downsizing of positions within the service or the service is being transferred to a worksite located 80 kms (driving distance) or greater from the employee's current worksite, the Employer will offer nurses, on the basis of seniority, the choice of transferring within the service or accessing lay-off / displacement. If there are not enough nurses interested in transferring with a service the Employer reserves the right to temporarily transfer nurses commencing with the most junior nurse for a reasonable period of time while the employer is training replacement staff.

Employees considering accepting layoff should fully explore the Employment Insurance implications before exercising this option.

- 6.5 Western Health will provide a familiarization period up to but not exceeding two weeks, to the employees transferring with their Unit/Division to a new site. This will assist them in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, fire and disaster plans, etc.
- 6.6 Subject to the bumping process, and subject to 6.3.2 above, temporary employees replacing permanent employees in a Unit/Division that is transferred will transfer with the Unit/Division if the permanent employee they are replacing is transferring with the Unit/Division.
- 6.7 Subject to the bumping process, employees on layoff and employees off work on various forms of leave recognized in the collective agreement shall have the same options available to them in the event of service transfer as though they were working.

DATED THIS 31ST DAY OF MARCH, 2010

Debbie Toward.
NEWFOUNDLAND AND LABRADOR
NURSES UNION

[Signature]
WITNESS DAVID CUNNEY

[Signature]
WESTERN REGIONAL
HEALTH AUTHORITY

[Signature]
WITNESS

Elizabeth Lane
NEWFOUNDLAND AND LABRADOR
HEALTH BOARDS ASSOCIATION

[Signature]
WITNESS

[Signature]
TREASURY BOARD

[Signature]
WITNESS

SCHEDULE "A"

LABOUR RELATIONS BOARD ORDER #5062

JANUARUY 17, 2007



Labour Relations Board

5062

IN THE MATTER OF

Public Service Collective Bargaining Act

- and -

Western Regional Integrated Health Authority

Applicant

- and -

Newfoundland and Labrador Nurses' Union

Respondent

WHEREAS pursuant to Section 44 of the Public Service Collective Bargaining Act, the Labour Relations Board has received an application from Western Regional Integrated Health Authority for the resolution of a question or problem that has arisen as a result of the sale, lease, transfer, disposition of a business or the operations of the business or a part of either;

AND WHEREAS the Applicant and Respondent agree that there has been a sale, lease, transfer or other disposition of a business or the operations of the business or a part of either as envisaged under Section 44 of the Act;

AND WHEREAS following investigation and consideration of the representations of the interested parties, the Board has decided that there are questions or problems which have arisen with respect to the consolidation of a number of health institutions under the Western Regional Integrated Health Authority and these questions or problems require resolution;

AND WHEREAS Western Regional Integrated Health Authority is now the Employer in the place of Western Health Care Corporation and Western Regional Health and Community Services Board;

NOW THEREFORE it is hereby ordered by the Labour Relations Board that

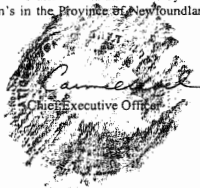
1. Western Regional Integrated Health Authority is now the Employer in the place of Western Health Care Corporation and Western Regional Health and Community Services Board;

2. Western Regional Integrated Health Authority is now the Employer and is a party to or is bound by the Collective Agreement with Newfoundland and Labrador Nurses' Union which is as follows:

(a) a Collective Agreement between Newfoundland and Labrador Nurses' Union and Her Majesty the Queen in Right of Newfoundland (represented by The Treasury Board) and The Newfoundland and Labrador Health Boards Association on behalf of Employers listed in the Collective Agreement, including Western Health Care Corporation and Western Regional Health and Community Services Board, and including a Transition Agreement dated 2 June 1997, which Collective Agreement was in effect from 22 July 2002 to 30 June 2005 (Nurses' Collective Agreement).

3. there be established a single Nurses' bargaining unit in the classifications set out in the Nurses' Collective Agreement;
4. the Newfoundland and Labrador Nurses' Union is hereby declared to be the sole and exclusive bargaining agent for employees of Western Regional Integrated Health Authority in the Nurses' bargaining unit;
5. the seniority list in reference to the above-noted Collective Agreement be compiled such that each Nurse is credited with his or her best seniority number so that each Nurse's name appears once only on the seniority list;
6. the Collective Agreement currently in effect will remain in effect during the transition period or until a new Collective Agreement is signed between Western Regional Integrated Health Authority and Newfoundland and Labrador Nurses' Union; and
7. the Board retains jurisdiction to deal with any further questions or problems which may arise with respect to this application and to provide for resolution of same.

THE official seal of the Board was hereunto affixed and attested to by the Chief Executive Officer of the Board at the City of St. John's in the Province of Newfoundland and Labrador this 17th day of January 2007



Chief Executive Officer

TRANSITION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND
(Represented herein by the Treasury Board)

AND

THE NEWFOUNDLAND AND LABRADOR HEALTH BOARDS ASSOCIATION

REPRESENTING

LABRADOR-GRENFELL REGIONAL HEALTH AUTHORITY

AND

THE NEWFOUNDLAND AND LABRADOR NURSES' UNION

This agreement made this 23rd day of August two thousand and ten in accordance with Clause 40.02 of the Collective Agreement between Her Majesty the Queen in Right of Newfoundland and Labrador (represented herein by the Treasury Board), the Newfoundland and Labrador Health Boards Association, and the Newfoundland and Labrador Nurses' Union (NLNU), herein referred to as the Collective Agreement. This Agreement governs all members of the NLNU who are employees of the Labrador-Grenfell Regional Health Authority.

It is further recognized that effective the date this Transition Agreement comes into effect, the transition agreements with each of the Employer's legacy organizations, as outlined below will be repealed and replaced with this Transition Agreement:

- Transition Agreement between Treasury Board, the Newfoundland and Labrador Health Care Association on behalf of the Health Labrador Corporation and the Newfoundland and Labrador Nurses Union dated February 11th, 1998, and
- Transition Agreement between Treasury Board, the Newfoundland and Labrador Health Care Association on behalf of the Grenfell Regional Health Services Board and the Newfoundland and Labrador Nurses Union dated March 19th, 1997.

1. Transfer of Business – Successor Rights

- 1.1 In accordance with Section 44 of the Public Service Collective Bargaining Act the parties to this agreement agree that there has been a "transfer of business" from the following health care employers:

Health Labrador Corporation

AND

Grenfell Regional Health Services Board

TO

Labrador-Grenfell Regional Health Authority

- 1.2 As per the order of the Labour Relations Board (LRB) dated July 16th, 2008 (the LRB Order), a copy of which is attached as Schedule "A", it was determined that there be established a single regional nurses (NS) bargaining unit in the classifications covered by the NLNU Collective Agreement, within the Labrador-Grenfell Regional Health Authority.

2. No Loss Of Seniority For The New NLNU Bargaining Unit

NLNU members shall not lose their seniority as a result of the transfer of business as outlined in Clause 1 of this agreement.

- 2.1 The Employer will post a new single seniority list in all work areas prior to June 1st, 2010. Subject to protests and grievances the new single seniority list will be effective May 11th, 2010. Should a new list not be posted prior to that date the Employer will calculate seniority manually for any job competitions in which seniority would be the deciding factor.
- 2.2 Employees will have two (2) months from the date the seniority list is posted to submit a protest in writing to the Human Resources department outlining the specific reason why they feel their seniority to be incorrect. The Human Resources Department will have four (4) months from when the seniority protest was received to provide the employee with a written response outlining the outcome of their seniority protest and the detail of what adjustments, if any, were required. Should the employee dispute the employer's decision the employee may file a grievance and time limits for the filing of such a grievance will not commence until the employee receives the employer's written response to their seniority protest. A copy of the response will be copied to the employee's personal file.
- 2.3 A revised seniority list incorporating corrections will be posted by January 31st, 2011.
- 2.4 Once the initial protest period has elapsed, all future protests will be completed in accordance with Article 24.03 of the Collective agreement. Subject to the mutual agreement to the contrary, where displacements or staff changes have occurred, it will not be altered due to the discovery of errors not brought to the attention of the employer during the protest period.
- 2.5 If the situation should develop whereby two (2) or more employees have the same seniority, and it becomes necessary to determine who is senior for the purposes of a job competition or layoff/displacement, the seniority shall be broken by drawing names from a hat. A union representative, together with the individuals whose names are in the hat, or designates, may be present with management when the draw takes place.

3. Transfer of Service – Effective Date

As of April 1, 2005 the employees of the two (2) former employers outlined in Clause 1 of this agreement became employees of the Labrador-Grenfell Regional Health Authority. Labrador-Grenfell Regional Health Authority recognizes the service of each of the NLNU members as it was recognized by the previous employers prior to that date. Service for seniority purposes is to be recognized on a single, regional bargaining unit basis.

4. Professional Practice Committees

One local Professional Practices Committee will be established for each of the following areas:

Labrador City/Wabush
Happy Valley-Goose Bay
St. Anthony
Health Centres (Forteau, Roddickton, Flowers Cove)
Community Clinics

It is agreed that the parties will review the committee structure after one year at which time either party may give notice to revert to the Collective Agreement

The parties further agree to the establishment of one regional professional practice committee which will meet at least twice per calendar year. At least one of these meetings shall be face to face. Additional meetings may occur as required.

The regional committee shall be comprised of representatives from the Union and the Employer and may include a Union representative and an Employer Representative from each of the local committees.

The regional committee will address issues that are regional in nature. Items from the local committees unresolved after three local committee meetings may be forwarded to the regional committee. Urgent issues may be referred to the regional committee immediately by mutual agreement between the parties.

5. Transfer of Services Within the Labrador-Grenfell Regional Health Authority

- 5.1 For the purpose of this Article, a service transfer is the transfer of a service from one physical location to another within Labrador-Grenfell Regional Health Authority.
- 5.2 Labrador-Grenfell Regional Health Authority reserves the right to transfer staff as a result of service transfer. Employees who are transferred shall retain seniority, service, and other recognized earned and portable benefits.
- 5.3 Employees who are affected by a service transfer shall have access to lay-off or displacement options if:
 - 5.3.1 There is an associated downsizing of positions within the service, or
 - 5.3.2 The service is being transferred to a worksite located 80 km (driving distance) or greater from the employee's current worksite.
 - 5.3.3 The service is being transferred to a worksite that, while located less than 80 km (driving distance) from the employee's current worksite, requires travel by air or ferry.

- 5.4 Where there is an associated downsizing of positions within the service or the service is being transferred to a worksite located 80 km (driving distance) or greater from the employee's current worksite, or the service is being transferred to a worksite that, while located less than 80 km (driving distance) from the employee's current worksite, requires travel by air or ferry, the Employer will offer nurses, on the basis of seniority, the choice of transferring with the service or accessing lay-off / displacement.
- 5.5 If there is a service transfer in circumstances where employees do not have access to lay/off or displacement options and there are not enough nurses interested in transferring with a service, the Employer reserves the right to transfer nurses commencing with the most junior nurse first.
- 5.6 Employees considering accepting layoff should fully explore the Employment Insurance implications before exercising this option.
- 5.7 Labrador-Grenfell Regional Health Authority will provide a familiarization period up to but not exceeding two weeks, to the employees transferring with their Unit/Division to a new site. This will assist them in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, fire and disaster plans, etc.
- 5.8 Subject to the bumping process, and subject to 5.3 above, temporary employees replacing permanent employees in a Unit/Division that is transferred will transfer with the Unit/Division if the permanent employee they are replacing is transferred with the Unit/Division.
- 5.9 Subject to the bumping process employees on layoff and employees off work on various forms of leave recognized in the collective agreement shall have the same options available to them in the event of service transfer as though they were working.

6. Grievance Procedure

Step 1

Grievance submitted to her/his immediate non-unionized supervisor.

Labrador-Grenfell Health will supply to the Union a list of designates for each step (above Step 1) of the grievance procedure. This list will be updated as required.

7. Posting of Temporary Positions

Temporary vacancies which exceed or are expected to exceed sixteen (16) weeks shall be posted and filled in accordance with the collective agreement.

SCHEDULE "A"

LABOUR RELATIONS BOARD ORDER JULY 16, 2008



Labour Relations Board

5167

IN THE MATTER OF

Public Service Collective Bargaining Act

- and -

Labrador-Grenfell Regional Health Authority

Applicant

- and -

Newfoundland and Labrador Nurses' Union

Respondent

WHEREAS pursuant to Sections 44, 44.1 and 45 of the Public Service Collective Bargaining Act, the Labour Relations Board has received an application from Labrador-Grenfell Regional Health Authority for orders consolidating existing classifications of Nurses of the Employer who are members of separate bargaining units represented by the Newfoundland and Labrador Nurses' Union into a single Nurses (NS) bargaining unit of employees of the Employer, with dovetailing of seniority lists and consequential relief;

AND WHEREAS the Board, following consideration of the application and the representations of the interested parties; and noting that the Respondent consents to the orders requested in the application, has decided to grant the application;

NOW THEREFORE it is hereby ordered by the Labour Relations Board that:

1. Labrador-Grenfell Regional Health Authority is now the Employer and is a party to or is bound by a Collective Agreement in effect from 26 January 2007 to 30 June 2008 made among Newfoundland and Labrador Nurses' Union, Her Majesty the Queen in Right of Newfoundland and Labrador, represented by Timasary Board and Newfoundland and Labrador Health Boards Association; and including a Transition Agreement dated 19 March 1997 for Grenfell Regional Health Services Board and a Transition Agreement dated 11 February 1998 for Health Labrador Corporation (the NLNU Collective Agreement);
2. and that there be established a single Nurses (NS) bargaining unit in the classifications covered by the NLNU Collective Agreement;
3. and that the seniority lists for the existing two (2) Nurses (NS) bargaining units be dovetailed into a single seniority list for the Nurses (NS) bargaining unit;
4. and that Newfoundland and Labrador Nurses' Union continues to represent the members of the Nurses (NS) bargaining unit;

5. and that the Collective Agreement currently in effect will remain in effect during the transition period or until a new Nurses (NS) Collective Agreement is signed between Labrador-Grenfell Regional Health Authority and Newfoundland and Labrador Nurses' Union;
6. and that the Labour Relations Board retains jurisdiction to deal with any further questions or problems which may arise with respect to this application and to provide for the resolution of same.

THE official seal of the Board was hereunto affixed and attested to by the Chief Executive Officer of the Board at the City of St. John's in the Province of Newfoundland and Labrador this 16th day of July 2008



[Signature]
Chief Executive Officer

DATED THIS 23rd DAY OF August, 2010

Debbie Toward.

NEWFOUNDLAND AND LABRADOR
NURSES UNION

[Signature]
WITNESS

[Signature]

LABRADOR/GRENFELL REGIONAL
HEALTH AUTHORITY

[Signature]
WITNESS

[Signature]

TREASURY BOARD

[Signature]
WITNESS

Elizabeth Lane

NEWFOUNDLAND AND LABRADOR
HEALTH BOARDS ASSOCIATION

[Signature]
WITNESS

SCHEDULE M

ALTERNATIVE SCHEDULING

It is recognized that the quality of registered nurses' work and personal lives are affected by their requirements to work a rotational schedule. Both parties recognize the benefits of alternative scheduling models and will endeavor to explore options with respect to innovative scheduling during the term of the collective agreement.

Schedules other than those outlined in the collective agreement may be developed in order to improve quality of working life, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules may be developed locally by the Employer in consultation with the Union and subject to the following principles:

- (a) such schedules shall be established by mutual agreement of the Employer and the Union
- (b) the introduction of such schedules shall be determined by the Employer and the Local union representatives.
- (c) the parties may agree to amend provisions of the collective agreement to accommodate any innovative unit schedules.
- (d) the request to try an alternative schedule must have the support of at least seventy five (75) percent of the employees in the work area whose schedules are affected by the alternative schedule.
- (e) such schedules may be discontinued by either party giving sixty (60) days written notice.
- (f) only employees who are impacted by the alternative schedule and hold permanent positions in the work area, including those permanent employees on leaves of absence, will be eligible to vote. Casual employees, employees holding temporary positions in the work area and employees occupying permanent float positions shall not be eligible to vote.
- (g) the trial period for an alternative schedule shall not be less than twelve (12) weeks.

Jobs sharing, job sharing and/or part-time work for a full weekend and every second weekend may be considered.

The complementary weekday worker continues to work 75 hours bi-weekly but no weekend work is scheduled. All shifts are scheduled between Monday and Friday.

1. Four (4) Shift Twelve (12) Hour Schedule

- Requires a six (6) week rotational schedule
- Requires mutual agreement between the employer and the employee
- Normally works two (2) days and two (2) nights consecutively subject to mutual agreement to the contrary
- Self-scheduling is optional with the agreement of the parties
- Normally works a maximum of 20 shifts in 42 calendar days
- Union waives 8.05 “Consecutive Shifts” and 8.09 “Weekends Off” for the employees working a four (4) shift twelve (12) hour schedule.

2. Weekend Registered Nurse

The Employer proposes piloting this schedule at Eastern Health. Location to be determined.

1. The union will agree to exceptions to the definition of Article 2.01(w) “Temporary Employee” to permit the hiring of temporary weekend registered nurses for the duration of the pilot(s).
2. The following parameters shall apply:
 - (a) The weekend registered nurse positions shall be full time registered nurse positions and will be normally integrated into core staffing. The union would not be opposed to an employer introducing the concept other than as part of core staffing.
 - (b) The rotation of a weekend registered nurse shall normally be comprised of two (2) shifts of 11.25 hours and one (1) shift of 7.5 hours per week. However an option to scheduling and rotations may include a six (6) week cycle of two (2) weekends of three (3) shifts of 11.25 hours and one (1) weekend of two (2) shifts of 11.25 hours. In any rotation the combina-

tion of weekend hours worked will provide an average of thirty (30) hours worked (excluding meal breaks) each weekend.

- (c) Weekend registered nurses shall be scheduled to work eighty (80) percent of the hours of a full-time registered nurse and be paid one hundred (100) percent pay of a full-time registered nurse.
- (d) Weekend registered nurses shall be entitled to switch shifts with other registered nurses including other weekend registered nurses to a maximum of two shifts per employee in a six week rotation.
- (e) Weekend registered nurses will earn the same benefits as a full time registered nurse and pension contributions and group insurance premiums will be the same as those of a full time registered nurse.
- (f) Although weekend registered nurses will accumulate leave as a full time employee, they will be deducted leave at an accelerated rate if leave is taken while working a weekend schedule. For example, a registered nurse who requests two (2) weeks annual leave will be deducted seventy-five (75) hours, the same amount they would have been paid to work a sixty (60) hour schedule; or if a registered nurse is sick on a twelve (12) hour shift, they will be deducted the eleven point two five (11.25) hours at an accelerated rate of 1.25 times equaling 14.06 hours.
- (g) Statutory holidays for weekend registered nurses shall be administered in the same manner as those for part time registered nurses including being able to bank their stats.
- (h) Compensation for extra shifts or overtime shall be on the same basis as for full time employees, after the weekend worker has worked 75 hours, including shift differential and weekend premiums where applicable.
- (i) Any remaining shifts may be filled at the discretion of the Employer.

SCHEDULE N

LAYOFF AND RECALL

This agreement replaces all other agreements regarding layoff and bumping

BUMPING:

1) Application

An Employee shall be entitled to access the bumping provisions outlined in this Agreement when:

1. A layoff notice has been issued in accordance with Article 23.02 and/or
2. There has been a permanent transfer of positions within the same employer in the department/program to which the employee is permanently assigned, and no vacant permanent position exists in the same department/program within 80 kilometers of where the restructuring occurred excluding positions within float pools. Employees may elect to waive the 80 kilometer restriction; and/or
3. There has been a permanent reduction or elimination of positions in the unit/division to which the employee is permanently assigned and no vacant position in the same department/program exists within the employee's site excluding float pools and no vacant position exists in the same department/program within 80 kilometers of the employee's site; and/or
4. There has been a temporary reduction in the work available in the unit/division to which the employee is permanently assigned necessitating the displacement of the employee to other units/divisions and that reduction exceeds or is expected to exceed nine (9) months; and/or
5. The Employer and the Union agree that they may mutually agree to the issuance of layoff notices in circumstances other than those described above.

2) General Principles

In the event of bumping the following general principles shall apply:

- a) An employee has the right to have a shop steward or other union representative in attendance when her/his options are explained.
- b) Except as otherwise noted in these principles, an employee shall be permitted to bump into or assume a position at her/his own or lower salary (classification level).
- c) For the purposes of Article 23, Psychiatric Nurse Is (N.S.-29), and Nurse Is (N.S.-28) shall be considered at the same classification level for the purposes of this Agreement.
- d) An employee working in a rotational position may bump the most junior employee in a rotational position, as per Clause 4 below or may select any vacant rotational position, as per Clause 5 below.
- e) An employee working in a Monday through Friday non-rotational day position may bump the most junior employee in any position, rotational or non-rotational as per Clause 4 below or may select any vacant position as per Clause 5 below.
- f) A employee working in a permanent full time or permanent part-time position shall be entitled to maintain her/his hours of work but may, at the employee's option, bump into or assume a position that involves a reduction of hours or an increase in hours including up to full time hours.
- g) An employee bumping into a position, being recalled or assuming a vacancy for which she/he requires orientation will be provided orientation in line with Clause 27.02 of the Collective Agreement.
- h) Where the employee does not have the option to accept a permanent vacancy or does not have a permanent bumping option at their classification level, she/he may choose a temporary option pursuant to Clause 4(c). Provided no

equivalent options at their classification level are available, permanent employees who accept a temporary option shall again execute their rights under this agreement when the temporary position ends.

- i) Where float pools exist, an employee may choose not to bump into the float pool.
- j) A permanent employee who has no available bump or vacancy at her/his own classification level within his/her geographic region, and who accepts a vacant position, or who bumps into a position at a lower classification level shall have her/his salary red circled.
- k) In all instances, employees bumping into positions or accepting vacancies must be qualified, able and fit for the position.

3) Notification

As per article 23.05, NLNU Provincial Office and the Branch shall be given a minimum of forty eight (48) hours notice of any circumstances requiring the use of this Agreement prior to the issuance of any individual notices.

Individual notices will be given to affected employees in the circumstances outlined in Clause 1 (Application).

4) Bumping Options

It is agreed that each Employer will provide a comprehensive list of all applicable unit/divisions and department/programs for each respective Employer within three (3) months of the date of signing of this agreement to be included as Schedule A to this agreement. It is understood by the parties that as required, organizational changes may necessitate a change in this list and the Employer agrees to update the Union in writing of these changes as they occur.

- a) For the purposes of this article the following definitions apply:
 - i) "Unit/Division" means the nursing unit or immediate work area to which the employee is assigned.

- ii) “Department/Program” means the work/clinical area to which the employee is assigned.
 - iii) “Site” means the physical location where the employee works.
 - iv) “Geographic Region” means all work sites within a 80 kms driving distance from the employee’s current work site as outlined in Appendix “A”.
- b) A permanent employee who receives notice of layoff or notice that her/his position has been identified for a bump, shall have the following rights:
 - i) Accept the layoff (where applicable).
 - ii) Bump the most junior permanent employee in either the same or lower bargaining unit classification at either of the following:
 - 1. Any unit/division within her/his site or
 - 2. Any unit/division within their department/program within her/his geographic region
 - iii) If a displacing employee at the NS-28 or NS-29 classification level has no permanent option within a 80 km driving distance of their current work site she/he shall be permitted to access positions at the Community Health Nurse I (NS-30) and Public Health Nurse I (NS-30) classification levels. When it is apparent that an employee(s) will have to displace up pursuant to this provision, the opportunity to do so shall first be offered to the senior employees impacted by the layoff/displacement, subject always to the proviso that the displacing employee(s) must be qualified, able and fit for the position.
 - iv) If no permanent option exists under Clauses 4(b)(ii) (1) and (2), bump the most junior permanent employee in any site within the organization
- c)
 - i) If no permanent options exist as outlined in clause b) or if a permanent employee has no permanent op-

tion at her/his own classification level, the permanent employee may choose to bump any junior temporary employee in either the same or lower bargaining unit classification with a remaining work assignment greater than sixteen (16) weeks, at either of the following:

1. within her/his site
2. within her/his unit/division
3. within her/his department/program
4. in her/his department/program within her/his geographic region
5. within her/his geographic region
6. in her/his department/program within the organization
7. within the organization.

The sixteen (16) week requirement may be waived by mutual agreement between the Employer and the Union where there is minimal orientation required.

- ii) A temporary employee impacted by bumping shall bump the most junior temporary employee within her/his site or geographic region. When there are a number of temporary employees being bumped the union and the Employer agree to ensure that the senior temporary employees have the option of bumping the junior temporary employees with the longer remaining work assignment.
- iii) While the permanent employee is working in the temporary position her/his permanent status will be maintained.

5) Options

In consultation with the Branch, the Employer will meet with the affected employee and provide her/him with a list of vacant positions as well as an outline of her/his bumping options. The employee shall communicate her/his preference within three (3) days (excluding weekends and statutory holidays) of the meeting. No employee shall have less than three (3) days (excluding weekends and statutory holidays) of her/his individual meeting in which to

communicate their preference to the Employer. Employees who have no permanent or temporary options shall be given an additional fourteen (14) calendar days notice of layoff following the bumping process. An employee shall not be compelled to accept a vacant position where she/he has bumping options.

6) Date to Determine Seniority

The date to determine seniority for employees whose seniority is calculated in hours shall be the last pay day before the Employer gives Notice to the Union under Clause 3. If a centralized payroll is not in place, the seniority list will be adjusted to the same end date for all employees.

7) Equal Seniority

If a situation should develop whereby two (2) or more employees have the same seniority, the seniority shall be broken by random draw. A union representative, together with the individuals whose names are in the draw, or their designate, are entitled to be present with management when the draw takes place.

8) Loss of Seniority

Under clause 23.07, an employee would lose her/his seniority if she/he is laid off for a period of two (2) years or more. The two-year period will recommence each time such an employee works a shift, regardless of whether she/he works that shift as a permanent, casual or temporary employee.

9) Employees Reverting Back to Previous Positions

Provided the employee is not on lay-off, if the position of the bumped employee becomes vacant within the next two (2) years of her/him being bumped from his/her position, she/he will be given the right to revert back to her/his previous position.

The Union agrees to waive posting requirements for such re-alignments. The two (2) year period shall run from the original date of bumping and shall only apply to the initial position the employee is bumped from and shall not be extended by reason of casual employment or recalls of any nature.

10) Recall

Upon layoff, permanent employees shall have recall rights to permanent and temporary positions for a period of two (2) years

from their original date of layoff unless otherwise agreed between the Employer and Union.

Permanent employees shall have recall rights to permanent positions and temporary positions of greater than sixteen (16) weeks anticipated duration provided the position is a position that the employee would have been able to bump into had it been available at the time of layoff but no employee shall be obligated to accept recall to:

- (i) A site other than the site at which they worked prior to layoff
- (ii) A position requiring more or less hours of work than the position at which they worked prior to layoff
- (iii) A position at a lower classification level

11) Severance Pay

Permanent employees who resign in writing shall be entitled to severance pay in accordance with the collective agreement. Employees who qualify for severance in accordance with the collective agreement and who have been on lay-off for longer than two (2) years shall be entitled to severance pay at which time they shall be considered terminated by the Employer.

12) Casual Employment for Permanent Employees on Layoff

Permanent employees, who are being laid off, should advise the Employer in writing of their desire to do casual work.

13) Layoff and Recall of Employees on Leave of Absence and Workers Compensation

Such employees shall be laid off and recalled in the same manner as any other employee. If they are unavailable or unable to return to work because of Workers Compensation or leave of absence, they will be reinstated as employees for the purposes of any benefits that they may be entitled to under the collective agreement as of the date of recall and the next qualified permanent employee on lay-off or a temporary employee shall be hired in their place for the remainder of their leave of absence or Workers Compensation.

June 19, 2009

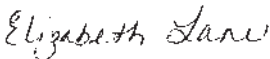
Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses' Union
P.O. Box 416
St. John's, NL A1C 5J9

Dear Mr. Vivian:

Re: Annual Leave and Vacation

This is to confirm our understanding that the reference to annual leave and vacation in the Agreement all mean the same; the words are interchangeable for the purposes of earning and being awarded annual leave and vacation.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Lane". The signature is written in dark ink and is positioned above the printed name.

Elizabeth J Lane

September 4, 2014

Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses' Union
P.O. Box 416
St. John's, NL A1C 5J9

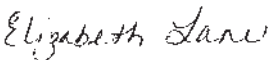
Dear Mr. Vivian:

Re: Loss of Seniority

This will confirm our understanding that a person who holds a position outside the bargaining unit and who has retained seniority in accordance with clause 23.09, shall not be able to use their seniority to displace an employee of the bargaining unit.

Employees who have left the bargaining unit prior to or after the implementation of a seniority number system, and who return to the bargaining unit, will receive no greater or lesser benefit than that currently outlined in Clause 23.09.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Lane".

Elizabeth J Lane

June 19, 2009

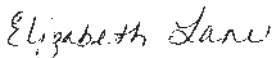
Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses' Union
P.O. Box 416
St. John's, NL A1C 5J9

Dear Mr. Vivian:

Re: Statutory Holiday and Weekends Off

This will confirm our intention on the above; where possible the Employer will endeavour to give an employee her day off in lieu of a statutory holiday on Monday following the employee's weekend off.

Sincerely

A handwritten signature in cursive script that reads "Elizabeth Lane".

Elizabeth J Lane

June 19, 2009

Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses' Union
P.O. Box 416
St. John's, NL A1C 5J9

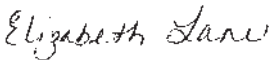
Dear Mr. Vivian:

Re: Transition Committees

This will confirm our agreement on the above.

1. Healthcare Transition Committees for each new Board shall be established as required to address matters related to healthcare restructuring.
2. There will be equal employee/Employer representation on each committee, with the size of the committee to be determined by mutual consent between the Employer and the Union.
3. Members of the Transition Committee shall suffer no loss in pay while attending meetings with the Employer or meetings to prepare responses to Employer positions. Permission to attend such meetings shall not be unreasonably withheld.
4. Any outstanding issues that cannot be resolved by the committees and are within the jurisdiction of the Labour Relations Board, shall be referred to the Board for resolution.

Sincerely

A handwritten signature in cursive script that reads "Elizabeth Lane".

Elizabeth J Lane

June 19, 2009

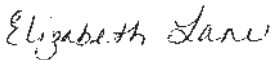
Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses' Union
P.O. Box 416
St. John's, NL A1C 5J9

Dear Mr. Vivian:

Re: Hiring Practices

This will confirm our understanding that the local branch of the NLNU shall have the option of placing on the Professional Practices Committee's agenda, the practices of the Employer with regard to the use of and hiring of casual registered nurses. The committee shall make recommendations in the normal manner and the local branch shall be provided with detailed statistics on the utilization of casual registered nurses within thirty (30) days of their request.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Lane".

Elizabeth J Lane

June 19, 2009

Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses' Union
P.O. Box 416
St. John's, NL A1C 5J9

Dear Mr. Vivian:

Re: Organization of Nursing Work Studies

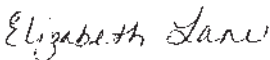
The Employer, Government and the Union are committed to implementing organization of work studies. The studies will arise out of and be specific to individual workplaces. The studies will consider alternative ways of organizing nursing work, respecting the input of registered nurses and the tasks they perform each day. The studies demonstrate support for the need to address registered nurses' workload and the provision of quality patient care.

Principles

1. Studies to be conducted in each of the following areas: tertiary care unit, rural centre nursing unit, community site and long term care unit.
2. Sites to be chosen by mutual agreement between the employer and the union.
3. Studies to be conducted by "unit based working committees" consisting of an equal number of union and employer representatives. Committees to be co-chaired by a unit representative and an employer representative.
4. Cost of the studies to be the responsibility of the employer to a maximum cost of \$50,000.00 in total for all four (4) studies inclusive of any paid time to be provided to employees who serve on the unit based working committees.

5. Provincial Union President or a member of the Provincial Board of Directors to be an ex officio member of each committee in a non-voting non decision making capacity.
6. Department of Health and Community Services to make available the services of a consultant to assist the unit based working committees with the development and implementation of an evaluation process. Evaluation criteria to be jointly agreed upon.
7. Duration of projects to be determined by unit based working committees. Suggested time lines include: (1) two (2) months to gather data on current work organization practices and to develop strategies for any change identified and (2) the impact of any agreed upon changes to be evaluated three (3) months after implementation. The four (4) studies to be completed by the date of expiration of the collective agreement. All projects to be completed within the financial allocation identified in number four (4) above.
8. The unit based working committees will provide information to the union and the employer for communication purposes.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Lane". The signature is written in dark ink and is positioned above the printed name.

Elizabeth J Lane

June 19, 2009

Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses' Union
P.O. Box 416
St. John's, NL A1C 5J9

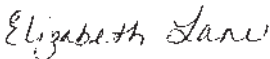
Dear Mr. Vivian:

Re: B.N. 2000

Effective April 1, 1999:

1. No employee will be laid off as a direct result of the standardization of the entry level qualifications (to practice) for new graduates to a Bachelor of Nursing to be introduced in the year 2000. The employer shall retain the existing right to lay off in accordance with the collective agreement.
2. Should the Union allege that the employer has acted in an arbitrary or discriminatory manner in adding a Bachelor of Nursing as a required or preferred qualification for any position not currently requiring a B.N., the Union shall have the right to file a grievance in accordance with the collective agreement. Once the grievance has been referred to arbitration either party shall have the option of referring the dispute to Grievance Mediation, in which case the mediation shall take place within six (6) months of the filing of the grievance.

Sincerely,

A handwritten signature in cursive script, reading "Elizabeth J Lane".

Elizabeth J Lane

June 19, 2009

Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses' Union
P.O. Box 416
St. John's, NL A1C 5J9

Dear Mr. Vivian:

Re: Part-time Employees Working Additional Shifts

Effective October 1, 1999, (First notice to be posted September 1, 1999)

- a) Each six months, on dates to be determined by the Employer and posted in all applicable workplaces a minimum one month in advance, part-time employees may advise the employer in writing of their desire to work additional shifts. An employee may elect at any time to advise the employer in writing that she/he will no longer be available to work additional shifts. In such a case, the employer will not be obligated to offer additional shifts to the employee for the duration of the six months in which she/he served the notice.

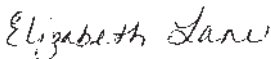
Note: letter also applies to job sharing employees.

- b) Subject to clauses (a), (c), (d) and (e), casual work (extra shifts) known to be available at least one week in advance shall be first offered to part-time employees in the work area/unit to which they are assigned, up to equivalent full-time hours, before it is offered to casual employees. Part-time employees shall have the option of having their names added to a list for casual work (extra shifts) not known to be available one week in advance. Part-time employees will not be given priority for such work. Part-time employees shall continue to receive pro-rated benefits for all extra shifts. Part-time employees who accept an extra shift(s) will be required to work the additional shift(s) in accordance with the collective agreement. This clause will not apply

in institutions providing a greater benefit to part-time employees in which case those greater benefits will continue for the life of the collective agreement.

- c) Part-time employees who have requested extra shifts under paragraph (a) above will not receive the premium rate outlined in Clause 32.05 **Part-time Employees Additional Shifts**.
- d) The employer is not obligated to offer extra shifts to part-time employees if this results in the employer having to pay a contract premium rate, unless the employer would incur a contract premium rate regardless of which employee worked the shift (eg. Statutory Holiday Pay).
- e) Part-time employees who do not have a position on a specific unit will be given priority for extra shifts in any areas where they have received orientation and regularly work.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Lane".

Elizabeth J Lane

June 19, 2009

Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses' Union
P.O. Box 416
St. John's, NL A1C 5J9

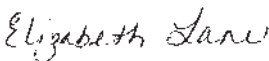
Dear Mr. Vivian:

**Re: Gander and District Continuing Care Program
and St. John's Home Care Program**

This will confirm our understanding that the Agreements covering employees of these former two Employers will continue to remain in effect for these employees or until amended by Transition Agreements. The changes to the Provincial Registered Nurses' Agreement will apply to these Agreements and the employees covered by these Agreements.

For the purposes of clause 11.05 of the Provincial Nurses' Agreement, the "start time" for the employees of the former St. John's Home Care shall be 0800 hours.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Lane".

Elizabeth J Lane

June 19, 2009

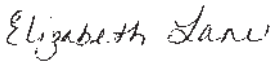
Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses' Union
P.O. Box 416
St. John's, NL A1C 5J9

Dear Mr. Vivian:

Re: Schools of Nursing

1. Employer agrees to "grandparent" the payment of Master's Educational Allowance to: Existing Nursing Instructors as of effective April 1, 1999, who are required to have a Master's Degree and have a Master's Degree in disciplines other than nursing, and
2. Existing Nursing Instructors who are enrolled and accepted into a Master's program as of effective April 1, 1999, in disciplines other than nursing will receive the Master's Educational Allowance upon receiving their Master's Degree and assuming a position that requires a Master's Degree with the Schools of Nursing.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth J Lane".

Elizabeth J Lane

September 4, 2014

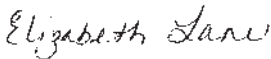
Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses' Union
P.O. Box 416
St. John's, NL A1C 5J9

Dear Mr. Vivian:

Re: Healthy Workplace Pilot

The parties agree that there may be a need to discuss initiatives necessary to the maintenance of healthy workplaces. To that end, the parties further agree to take a consultative interest based approach to the issue during the life of the collective agreement.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Lane". The ink is dark and the signature is fluid.

Elizabeth J Lane

June 19, 2009

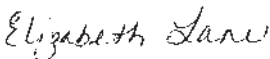
Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses' Union
P.O. Box 416
St. John's, NL A1C 5J9

Dear Mr. Vivian:

Re: Annual Paid Sick Leave – Article 18.01

All employees including casual employees hired prior to December 1, 2006 will be subject to the language in effect prior to December 1, 2006.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Lane".

Elizabeth J Lane

June 19, 2009

Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses' Union
P.O. Box 416
St. John's, NL A1C 5J9

Dear Mr. Vivian:

**Re: Enhanced Senior Level Collaboration between NLNU,
Government and Health Authorities**

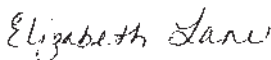
- Create a tri-partite committee called the Senior Joint Quality Work-life Committee.
- The Committee will address provincial, system wide nursing practice and patient care issues.
- The Committee will be appointed within 3 months of date of signing.
- Within 6 months of appointment, the Committee will develop a workplan with clear attainable timelines.
- Membership:
 - Government: The Deputy Minister of Health and Community Services and the Chief Nursing Officer;
 - 4 senior Regional Health Authority representatives, including 2 CEOs and 2 Chief Nursing Officers;
 - 6 NLNU representatives appointed by NLNU.
- The Committee has the capacity to appoint ad hoc working groups. These working groups will have clear attainable timelines, terms of reference and reporting mechanisms.
- On a yearly basis, the committee shall make a presentation to the Minister of Finance prior to the annual budgeting process.

Issues to be discussed:

- Lack of relief contributing to excessive overtime, inability to get time off and inability to move to awarded positions in a timely manner.
- Non nursing duties

- Lift teams
- Violence prevention
- Attendance Management
- Such additional issues as may be mutually agreeable to the parties.
- Registered Nurse – Patient Ratios

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth J Lane". The ink is dark and the handwriting is fluid.

Elizabeth J Lane

June 19, 2009

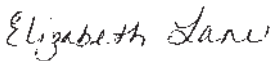
Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses' Union
P.O. Box 416
St. John's, NL A1C 5J9

Dear Mr. Vivian:

Re: Market Adjustment

This will confirm our understanding reached during negotiations whereby if the Employer (Treasury Board Committee of Cabinet) determines that it is unable to recruit employees in specific positions at a particular geographic site, the Employer (Treasury Board Committee of Cabinet) may provide benefits to employees excluding those outlined in the collective agreement (for example, bonuses).

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Lane".

Elizabeth J Lane

June 19, 2009

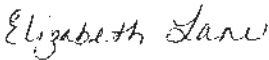
Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses' Union
P.O. Box 416
St. John's, NL A1C 5J9

Dear Mr. Vivian:

Re: Flexible Hours of Work Community Health

The parties agree that those employees currently covered under a flexible hours of work arrangement with their respective employer, whether in terms of a private agreement, pilot project or under collective agreement language, will be grandparented under that current work arrangement. New employees hired after the date of signing of this collective agreement will be subject to the flexible hours of work.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Lane". The ink is dark and the signature is fluid.

Elizabeth J Lane

June 19, 2009

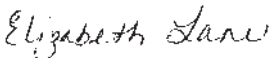
Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses' Union
P.O. Box 416
St. John's, NL A1C 5J9

Dear Mr. Vivian:

**Re: Establishment of Committee – Permanent Float
Positions/Unit Specific Permanent Positions**

The parties agree that a committee will be established within each employer within six months of either party giving written notice to the other party to discuss the possible conversion of permanent float positions to unit specific permanent positions.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Lane".

Elizabeth J Lane

September 4, 2014

Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses' Union
P.O. Box 416
St. John's, NL A1C 5J9

Dear Mr Vivian:

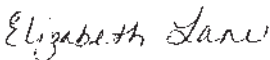
Re: Registered Nurse Uniforms

The parties agree that, with the exception of areas where OR scrubs are provided, the colour combination of white top and black bottom as chosen by the NLNU will be reserved for Registered Nurse (RN) uniforms. In areas where the Employer provides uniforms to RNs, the Employer agrees to order the black and white colour combination in the event that future purchasing agreements are negotiated.

Notwithstanding the foregoing, the parties further agree that reserving the colours of black and white for RN uniforms is not an Employer policy and does not obligate or require the Employer to monitor, police, or enforce compliance and/or non-compliance or to take any action in the event of non-compliance by any employee whether inside or outside the bargaining unit.

Additionally, this letter of understanding and/or the issues contained therein or arising from shall not be subject to the grievance and arbitration process under this collective agreement. Furthermore, this letter of understanding in no way obligates the Employer to continue to provide uniforms in areas where uniforms are currently provided to RNs.

Sincerely,

A handwritten signature in cursive script, reading "Elizabeth J Lane".

Elizabeth J Lane

September 4, 2014

Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses Union
P.O Box 416
St. John's, N L
A1C 5J9

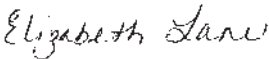
Dear Mr. Vivian:

Re: Classification Review

It is agreed that government will undertake an occupational review of the Nurse Practitioner Classes prior to the implementation of the new Job Evaluation System for Bargaining Unit Employees.

Any wage adjustments necessary as a result of this occupational review will be effective on July 1, 2013.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Lane".

Elizabeth J Lane

September 4, 2014

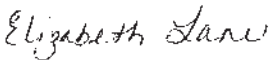
Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses Union
P.O Box 416
St. John's, N L
A1C 5J9

Dear Mr. Vivian:

Re: Requests for Classification Review

In order to facilitate implementation of the new Job Evaluation System (JES) on July 15, 2015 this will confirm the parties' agreement that employees seeking to have their position reviewed in accordance with the collective agreement, shall submit the request no later than October 1, 2014. Requests received by Classification and Compensation Division of Human Resource Secretariat after this date will not be processed and returned to the employee. A revised classification listing will be implemented on July 15, 2015.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Lane".

Elizabeth J Lane

September 4, 2014

Mr. John Vivian
Executive Director
Newfoundland and Labrador Nurses Union
P.O Box 416
St. John's, N L
A1C 5J9

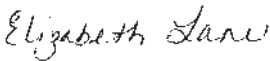
Dear Mr. Vivian:

Re: Job Evaluation System (JES) Implementation

This will confirm employees will be implemented on to the Government Job Evaluation System effective July 15, 2015 as follows:

- If current salary falls below Step 1 of the new salary scale, employees will advance to step 1 on implementation; or
- If current salary falls between 2 steps of the new salary scale, employees will advance to the next highest step; or
- If current salary is above the maximum hourly rate on the new salary scale, employees will be red-circled at that rate.

Sincerely:

A handwritten signature in cursive script that reads "Elizabeth Lane".

Elizabeth J Lane

***PILOT PROJECT**

Grievance Process (Proposed Western and Eastern Pilot)

The parties agree that this Grievance Management Process (“Piloted Process”) shall be adopted on a pilot basis for a period of two years commencing on an agreed upon date (see language on joint education process) (“the Pilot Period”). During the pilot period, the grievance management procedure as outlined shall replace Article 14.04, 14.07, 14.10 and 14.11 of the collective agreement. Either party may terminate this pilot process within sixty (60) calendar days written notice to the other party. During this period the parties will meet to discuss issues related to the termination of the pilot project.

The pilot project shall be reviewed six months and eighteen months after the date of commencement of the pilot period, at which times the parties shall mutually agree whether to continue with the Piloted Process for remainder of the term of the pilot period or to adopt a new Grievance Management process or to revert to the grievance process as outlined in the collective agreement. Should the parties decide to adopt a new Grievance Management process during the term of this agreement, the new process must be through mutual agreement in writing and the Piloted Process shall remain in effect until such time as the new Grievance Management process has been developed and agreed to by the parties. If no agreement is reached at the end of the pilot process, the parties will revert to the grievance process as outlined in Article 15 of the collective agreement to address any new issues. Any grievances that were filed under this pilot process will be addressed through this process, unless otherwise mutually agreed.

The Employer and the Union recognize that a grievance management model having an early settlement focus, collaborative discussions between the parties and multiple dispute resolution options is necessary to bring settlement to an end as expeditiously as possible. Given these shared goals, this model consists of the following procedures, which shall occur without stoppage of work.

Early Intervention Process

The union and the employer will discuss a joint/union education process in each workplace.

Note: All references to meetings shall include the option of some or all participants participating by teleconference or video conference.

An employee who has an issue should within seven (7) calendar days of the occurrence or discovery of the facts giving rise to the issue, bring the matter to the attention of the management representative who the employee understands made the decision and involve the employee's immediate supervisor. Once the issue has been brought to the attention of the management representative, within seven (7) calendar days a meeting should occur to discuss the issue with the goal of resolving the issue without the necessity of having to file a grievance. The management representative shall be responsible for setting up the meeting. A union representative (normally a local representative) and human resources representative may be present at this meeting if requested by either of the parties. Resolutions agreed upon at this meeting shall be without prejudice and without precedent.

When this process has failed, the employee shall adhere to the following process:

Step 1: Filing of Grievance and First Grievance Meeting

Failing satisfactory settlement of the issue through the early intervention process, the employee should bring the issue to the attention of a union representative (if not already done) who will determine if a grievance should be filed. If it is determined that the grievance is to be filed, the employee shall within fourteen (14) calendar days of the occurrence or discovery of the facts giving rise to the issue or of the early intervention meeting (if applicable), submit her/his grievance in writing to the employee's manager or designate.

Once the grievance has been filed with the appropriate management representative, within fourteen (14) calendar days of receipt of the grievance, a meeting shall occur between the employee, the union representative, the employee's manager, and human resources representative(s) to have a further discussion on the issue. The human resources representative shall be responsible for arranging the meeting. When appropriate, other management representatives may be invited to this meeting.

A written decision from the management representative, outlining the nature of the decision, shall follow within seven (7) calendar days of

the date this meeting occurred. Any settlements reached at this step or any decision in writing shall be without prejudice and without precedent.

Step 2: Second Grievance Meeting (optional)

The parties recognize that during the first grievance meeting at Step 1, there may be additional information that could be used to resolve the grievance. If the parties determine that a second grievance meeting is necessary to resolve the grievance, it shall occur within seven (7) calendar days of the first grievance meeting. The human resources representative shall be responsible for arranging the second meeting.

A written decision, outlining the nature of the decision, from the management representative shall follow within a further seven (7) calendar days of the second meeting. Any settlements reached at this step or any decision in writing shall be without prejudice and without precedent.

Step 3: Referral to Alternate Dispute Resolution (ADR) Process

Failing satisfactory settlement of the issue in either Step 1 or Step 2 (if applicable), and within fourteen (14) calendar days of receipt of management's written response in Step 1 or Step 2 (whichever step is applicable), the Employer and Union (this decision may be delegated to in house counsel for the employer and the union) shall attempt to mutually agree on an Alternate Dispute Resolution (ADR) process such as external mediation, arbitration, mediation/arbitration and expedited arbitration. If no decision can be reached on the mechanism to be used, the grievance shall be automatically referred to arbitration within 30 calendar days following the receipt of management's written response in Step 1 or Step 2 (whichever step is applicable).

Omission of Steps

In appropriate circumstances, the parties may by mutual agreement bypass Step 1 and 2 of the grievance management process.

***Pilot Project**

Granting of Leave of Less Than One Week after Schedule has been Posted

The parties recognize the overriding mandate to protect and maintain patient safety and agree that while the parties will endeavour to give effect to all terms herein, any scheduling requirements necessary for patient safety or care purposes will be implemented notwithstanding this agreement.

1. The parties agree to conduct two separate pilot projects one of which will be in the General Surgery –Thoracic Unit at St. Clare’s and the other will be conducted at the ER and ICU within the Central Newfoundland Regional Health Centre. These specific units will be hereafter referred to as the “pilot units”.
2. Each pilot project will be three months in duration with the option to mutually agree to extend to six months at the end of the three month period, and will commence upon an agreed upon date.
3. Each project will be overseen by a committee composed of three union representatives and three employer representatives.
4. The two above noted committees will endeavour to communicate prior to and during the course of the pilot projects in an effort to ensure consistency in process.
5. The two committees will be struck within three (3) months of the signing of the collective agreement.
6. Either party may terminate the pilot process with fourteen (14) calendar days’ written notice to the other party.
7. The criteria for the projects will be developed by the appropriate committee but will be premised on:
 - a. Leave requests shall be granted upon request on:
 - i. Any shift where extra staff are scheduled in excess of

- core staffing levels or operational requirements on the pilot units (eg. Patient demand and/or mandatory in-servicing) or:
- ii. Any shift where it is determined by the employer that relief employees are available.
- b. The employer is not obligated to incur any overtime costs in granting such leave.
 - c. Joint information sessions on the pilot projects shall be completed with staff in the pilot units.
 - d. There will be evaluation before, during and after the pilot to gauge:
 - i. Whether there has been a reduction in sick leave and overtime costs in the pilot units over the duration of the project
 - ii. Whether there has been a change in leave requests being granted
 - iii. Whether there has been an improvement in morale and employee engagement in the pilot units
 - iv. Such other indicators as the parties may mutually agree upon
 - e. In the event that a relief employee cancels a pre-booked shift, the employer may cancel any approved leave that the relief employee was scheduled to provide relief for, subject to the availability of other qualified relief staff.

***Pilot Project**

Provincial Temporary Employees

The parties agree that, notwithstanding the definition of “Temporary Employee” in Article 2.01(w), the Employer may create temporary position(s) for special projects that do not have a permanent incumbent when:

- (i) The Employer has received external funding from a third party that can be used to create temporary NLNU position(s) for specified projects for specified periods of time;
- (ii) The temporary position(s) are posted and awarded in accordance with the Collective Agreement for a maximum of 2 cumulative years (Extensions beyond 2 cumulative years require a private agreement with the NLNU);
- (iii) The successful applicant(s) shall have their position(s) protected for the duration of the special project;
- (iv) NLNU Provincial Office is to be given written notification by the Employer of the need for the temporary position(s), the source of the third party funding, the duration of the temporary position(s) and the qualifications associated with the temporary position(s);
- (v) Should the special project lead to the creation of permanent position(s) they shall be posted and awarded in accordance with the collective agreement.

The NLNU shall have the right to grieve the qualifications associated with the temporary position(s) and individuals shall have the right to grieve the awarding of the temporary position(s), all in accordance with the Collective Agreement. No grievances shall be filed on the basis that the temporary position(s) do not meet the definition of “Temporary Employee” in Article 2.01(w).

The NLNU shall have the right to terminate this pilot project upon 30 days notice to the employer but such termination will not impact special projects introduced up to the date of termination.

MEMORANDUM OF UNDERSTANDING AGREEMENT ON PENSIONS

The Parties agree to the following:

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. This memorandum of agreement will not take effect unless all participants, the Newfoundland and Labrador Association of Public and Private Employees, the Canadian Union of Public Employees, the Newfoundland and Labrador Nurses' Union, the Association of Allied Health Professionals, the Canadian Merchant Service Guild, the International Brotherhood of Electrical Workers and Her Majesty the Queen in Right of Newfoundland (represented by the Treasury Board) agree to its terms.
4. 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 section 2 of the Memorandum of Understanding – 2004, Agreement on Pensions and there shall be no further special payments.

5. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship by April 1, 2008.
6. All unions representing Public Service Pension Plan members must indicate, in writing, acceptance of this proposal.
7. For the duration of the Collective Agreement the Employer agrees to maintain the Public Service Pension Plan as an independent pension plan.

MEMORANDUM OF UNDERSTANDING

CLASSIFICATION PLAN

It is agreed that a new classification system would be implemented and that the plan used would be gender neutral. It is also agreed that NLNU would have input into the selection and implementation of the system. This will be accomplished through a joint steering committee which would be advisory to Government in nature. It is also agreed that the current classification plan would continue until the new plan is established.

It is agreed that the new plan began implementation on April 1, 2008. However, any wage adjustments necessary for implementation of this plan will not accrue on April 1, 2008. The total cost and the timing of any wage adjustments are to be included in negotiations to commence on Government's finalization of the new classification system.

The Unions require that a Job Evaluation Consultant (as selected by the Unions) would have direct contact with the Plan's consultant and have full access to all relevant information. This individual would also communicate with and have access to all meetings of the Steering Committee. The salary and the expenses of the Advisor would be borne by the Unions.

The ratings of the positions will be conducted by the staff of the Classification, Organization and Management Division of Treasury Board. There will be a Benchmark Committee composed of two-thirds management and one-third union representatives who will review the sampling of the ratings as they are done. The Benchmark Committee would have the authority to refer results back to the raters should they be deemed inconsistent. The final decision making authority rests with Treasury Board.

While the new Job Evaluation system is being implemented, all employees can proceed with individual reviews and appeals under the current plan. However, there will be no further occupational reviews.

MEMORANDUM OF AGREEMENT
Re: Kilometer Rate Adjustment Formula (NLNU)

General

1. The purpose of this Memorandum of Agreement (MOA) is to provide a mechanism for the periodic adjustment of the kilometer rate(s) contained in applicable collective agreements for employees who are either required to provide a vehicle as a condition of employment or who may be authorized to use a personal vehicle on Employer's business.
2. The terms of this MOA shall be applicable to employees who are members of a bargaining unit covered by a collective agreement listed in Schedule 'A'.
3. Adjustments shall be calculated by the Public Service Secretariat and posted to the Human Resource Policy Manual website: www.gov.nl.ca/hrpm. Should there be any dispute as to the calculated rate; the rate established by the Public Service Secretariat shall prevail.

Adjustment Formula

4. Base Fuel Rate
The 'base fuel rate' for calculating fuel costs is 79.4¢ per liter.
5. Fuel Price
'Fuel prices' shall be those set by the Petroleum Pricing Office for the Avalon Region (Zone 1).
6. Base Kilometer Rate
The 'base kilometer rate(s)' shall be the reimbursement rate(s) contained in an applicable collective agreement.
7. Initial Adjustment – October 1, 2005
 - a) The 'base kilometer rate' shall be adjusted effective October 1, 2005 based on the difference in the 'fuel price' on October 1, 2005 and the 'base fuel rate' multiplied by 1/10.

('fuel price' on October 1, 2005 – \$0.794) X 0.10 = km rate adjustment

[km rate adjustment is added to the 'base kilometer rate']

- b) Kilometer rates shall be rounded to four decimal places after the dollar (\$0.0000).

8. Adjustment Dates (Quarterly Adjustments)

Effective January 1, 2006, the kilometer rate shall be adjusted, based on the 'Adjustment Formula', on a quarterly basis on the following dates each year:

January 1st

April 1st

July 1st

October 1st

9. Adjustment Formula

- a) The 'base kilometer rate(s)' shall be adjusted (up or down) on each of the 'adjustment dates' based on the difference in the 'fuel price' on the 'adjustment date' and the 'base fuel rate' multiplied by 1/10.

('fuel price' on 'adjustment date' – \$0.794) X 0.10 = km rate adjustment

[km rate adjustment is added to the 'base kilometer rate']

- b) Kilometer rates shall be rounded to four decimal places after the dollar (\$0.0000).

10. Reimbursement Rate

Reimbursement shall be at the rate(s) in effect on the date of travel.

Effective Date

11. The MOA shall be effective October 1, 2005, and in accordance with Clause # 10, shall only be applicable to travel which occurs from that date forward.
12. This MOA may be terminated upon thirty (30) days notice from either party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first before written.

SIGNED on behalf of the Public Service Secretariat, by its proper officers in the presence of the witness hereto subscribing:

Witness

SIGNED on behalf of the Newfoundland and Labrador Health Boards Association

Witness

SIGNED on behalf of the Newfoundland and Labrador Nurses Union, by its proper officers in the presence of the witness hereto subscribing:

Witness

SCHEDULE ‘A’

Collective Agreements

NLNU Provincial Agreement

Gander & District Continuing Care

St. John’s Home Care Program

Memorandum of Agreement

Nursing Practice and Leadership Premium

General

1. The purpose of this Memorandum of Agreement (MOA) is to recognize and reward the valuable contribution of those registered nurses (RNs) who demonstrate additional leadership and practice - focused commitment in their work beyond what is normally expected of them in the course of their work.

From a nursing practice perspective the premium is intended to recognize the personal commitment of registered nurses' engagement and involvement in additional professional development opportunities beyond workplace expectations. From a leadership perspective, the premium is intended to recognize and reward RNs who take on leadership roles in pursuit of the advancement of the nursing profession and nursing practice.

2. Commencing July 1, 2014, four hundred and seventy five thousand dollars (\$475,000) per year, will be designated as available funding under this MOA. Unused funding in any year is to be carried over and to be available for use in subsequent years.
3. An RN who qualifies for the Nursing Practice and Leadership Premium will be paid a maximum annual premium of four hundred dollars (\$400) per year provided the available funding under the MOA is sufficient. In any year that the available funding is not sufficient to provide the four hundred dollar (\$400) premium to each eligible RN, the premium for that year shall be determined by dividing the available funding between the number of eligible RNs.
4. In order to qualify for the Nursing Practice and Leadership Premium for a 12 month period from April 1 to the following March 31 each year, a RN must earn 50 points in that 12 month time period when participating in Employer approved activities. The list of approved activities along with the relative point value and weight for each is included as Appendix A. A list of examples is included in Appendix B. It is understood that the lists are not exhaustive but will guide the Employer in determining relative

point values for other approved activities. Points will be recognized retroactively to April 1st, 2014 for the period April 1st, 2014 to March 31st, 2015.

5. It is the sole responsibility of the RN to maintain a record of recognized activities completed on an ongoing basis and to provide acceptable evidence to the Employer that she/he qualifies for the Nursing Practice and Leadership Premium as per the terms of this MOA. The RN shall provide written proof of these activities on the form provided as Appendix C, attached to this MOA, to the Employer, with the understanding that all proof must be submitted to the Employer for consideration by April 30 of each year. Following proof of eligibility, the premium will be paid in a lump sum on or before June 30 of each year.
6. The Premium shall not be prorated for part time and casual RNs.
7. The nursing practice and leadership premium is intended to recognize the additional “value added” practical work and leadership initiative a RN may commit to voluntarily. Any duties/activities that a RN is required to perform or participate in as part of her/his position requirements with the Employer cannot be claimed for points under this MOA.
8. This MOA or its contents are no way intended to provide employees with greater access to or opportunity to engage in, any of the activities listed herein. In addition, the employer is not obligated to provide specific programs in order to assist the RN to qualify for this benefit.
9. Where the terms of this MOA conflict with the collective agreement, this MOA shall prevail.
10. Points earned with one Employer will be recognized by a subsequent Employer for the purposes of qualifying for this premium. Transfer and Portability requirements of the Collective Agreement must be met.
11. Disputes arising under this MOA shall be subject to the grievance and arbitration process under the collective agreement with the exception of disputes relating to a RNs eligibility under this

MOA. In the event a dispute arises with respect to a RNs eligibility, the merits of the dispute will be reviewed in a timely manner by the appropriate Director in consultation with a union representative.

12. The Employer will provide the NLNU with the following:

- (1) the number of eligible RNs by employer and;
- (2) the amount of money available in that year and;
- (3) the amount of the premium per eligible RN for that year.

The Employer will endeavor to provide this information two weeks prior to the annual payment of the premium.

Appendix A

Voluntary education, as outlined in the categories below, will qualify towards the Nursing Practice and Leadership Premium. In order for a RN to qualify for this premium, the RN must attain 50 points based on the relative weights assigned to the following approved activities over the time frame of April 1 to the following March 31.

Areas that do not qualify toward this premium:

1. Orientation education.
2. Compulsory in service programs.
3. Education (e .g. Course, Certification, or Diploma) required because of the location or service in which the RN works.
4. Education that is compensated under the Educational Differential provisions of the collective agreement.

A. **Certification or Diploma in a Specialty (30 Points)**

This is defined as a course of study of greater than three months in duration which includes an evaluation component and which may lead to a specialty certification status/or specialty certificate/or diploma. The RN may claim these points if he/she is enrolled in an eligible specialty certification or diploma program. The points are intended for the study period. Where the course of study spans more than one year these points can be claimed in each study year. In the final year of study the RN will receive either points under this MOA or appropriate compensation under the Educational Differential provisions of the collective agreement; however he/she cannot receive both. Should a RN have to repeat a course, the points cannot be claimed again.

B. **Course in a Specialty(20 Points)**

This is defined as a course in a specialty for which there is a required evaluation component to “pass”. These points can only be claimed in the year the course is taken. For those courses that require re-certification, 5 points for subsequent years while the course certification remains valid.

C. Course, Workshop or Conference (10 - 15 Points as Specified)

This is defined as voluntary attendance at a course/learning session, workshop or conference, whether conducted face to face, through webinars or by other means, whereby the skills/theory of topic, is applicable to the practice environment where the RN works. If the course, workshop or conference is a minimum of 3.5 hours in duration, the RN will receive 10 points. If the course, workshop or conference is a minimum of 7.5 hours in duration the RN will receive 15 points.

D. Employer and/or External Education Sessions (5 Points)

This category is applicable when the RN attends an education event which is minimally 1 hour in duration.

E. Electronic/Modular Learning (5 Points)

There are many examples of learning delivered via electronic/modular methods that may be Employer developed or that may be offered through the public domain. The RN must provide proof of having participated and completed the modules.

The education must be a minimum of one (1) hour in duration; however the RN may accumulate time from several sessions to obtain the one (1) hour requirement.

F. Education (10-25 Points as Specified)

If the RN is enrolled in University within the 12 months claim period and then graduates within that same 12 month period, s/he will now receive the appropriate premium under the Collective Agreement and she/he cannot also claim for points under this section.

- ✓ Enrolled in PhD in Nursing Program (minimally completing 2 courses per year-25 points)
- ✓ Enrolled in Masters Nursing program (minimally completing 2 courses per year-20 points)
- ✓ Enrolled in Nursing Degree Program (minimally completing 2 courses per year-15 points)
- ✓ Enrolled in Nurse Practitioner Program (minimally completing 2 courses per year-20 points)
- ✓ Instructor-Level Achievement for designated courses (e.g

BLS, ACLS, PALS, NRP, ATLS, ACORN, ALSO, CTAS
TNCC, -10 points

G. Committee/Task Force Involvement (for Employer, Province, Union, Professional Organization or Association or Agency)

Many RNs sit on various committees that meet regularly throughout the year which are not part of the regular responsibilities of their position. Some of these committees/task forces are joint, others are internal to the Union, Professional organization or association or agency. In order to claim for the correct number of points the RN must indicate the number of times they have been present at the Committee and provide evidence (i.e. formal minutes of the meeting or confirmation letter of attendance from organization) to support the claim. The RN must attend a minimum of 50% of the yearly meetings in order to claim points.

- Chair of the committee/task force that meets 9-12 times per year (20 points)
- Member of the committee/task force that meets 9-12 times per year (15 points)
- Chair of the committee/task force that meets 4-8 times per year (15 points)
- Member of the committee/task force that meets 4-8 times per year (10 points)
- Chair of the committee/task force that meets 1-3 times per year (10 points)
- Member of the committee/task force that meets 1-3 times per year (5 points)
- Attends the business session of the NLNU convention, the CFNU Biennium, ARNNL AGM or CNA biennial convention. (5 points).

H. National/Provincial/Branch Union or Professional Association Involvement

This category can only be claimed by a RN that is a member in good standing with their Professional Association on April 1st each year. A RN cannot claim for this if their membership has expired at the time of submission. A RN cannot claim for this by virtue of membership in the Association of Registered Nurses of Newfoundland and Labrador (ARNNL) or the Newfoundland and Labrador Nurses' Union (NLNU). Please note, if a RN is a member of a National or Provincial organization that automati-

cally makes her/him a member of a local association, the RN can only claim for the parent organization.

	President	Executive/board member	Member
National	20	15	5
Provincial	15	15	5
Branch	15	15	

Points are also assigned as follows:

- Shop Steward of a Branch or ARNNL Workplace Representative (10 points)

I. Publications/Presentations

To claim for publication, the RN must have been published in the past 12 months of the claim period. She/he will also be required to provide information on where, when and the name of the conference attended. The conference attended must be related to the advancement of the nursing profession and nursing practice.

- Publication in a peer-reviewed professional journal or textbook (15 points)
- Publication in a non-peer-reviewed journal (10 points)
- Speaker at a National Conference (15 points)
- Speaker at a Provincial Conference (10 points)
- Speaker at a Local Conference (10 points)
- Speaker at an Employer-based in-service session (5 points)
- Poster Board Presenter at a National Conference (15 points)
- Poster Board Presenter at a Provincial Conference (10 points)
- Poster Board Presenter at a Local Conference (10 points)
- Poster Board Presenter at an Employer-based Conference (5 points)
- Member of a panel speaking on a topic (5 points)
- Publication of Article in Hospital, Union or Professional Association Newsletter(5 points)

J. Preceptorship

The period of time that can be claimed is the time designated formally by the Employer for a Preceptor to be working with a student (e.g. NP, RN, LPN, Paramedic). A RN cannot claim for mentoring new hires or participation in orientation. The RN can claim 2.5 points per week for each week of preceptorship to a maximum of 25 points for each separate preceptorship agreement.

K. Research

To claim in this category the research must either be in progress or completed at any time within the 12 month claim period. The RN can claim for each study only once even if the study spans more than one year. The RN must be “officially” listed as either the Principal Investigator or a Co-Investigator.

- Primary Investigator as part of a multi-site study (15 points)
- Co-Investigator as a part of a multi-site study (10 points)
- Primary Investigator of an Employer/unit based research study (15 points)
- Co-Investigator of an Employer/unit based research study (10 points)
- Develops a unit-specific research proposal (5 points)
- Conducts a literature review as part of a research study (5 points)

Appendix B

Registered Nurses are encouraged to consult with their manager in advance on eligibility of Practice and Leadership initiatives not listed in this Appendix.

It is understood that Appendix B is not exhaustive but will guide the parties in determining relative point values for other approved activities.

A. Certification/Diploma in a Specialty: 30 Points

- CNA Certification
- Lactation consultant
- Infection control
- RN First Assist
- Enterostomal therapist
- Critical care nursing program CCNP
- Diabetes Educator
- Post Basic Perioperative nursing
- Occupational Health
- Gerontology post basic
- More OB

B. Course in a Specialty: 20 Points

- Advanced Cardiac Life Support (ACLS)
- Pediatric advanced Life Support (PALS)
- Advanced Trauma Life Support (ATLS)
- Advanced Life Support, Obstetrics (ALSO)
- Acute Care of the at Risk Newborn (ACORN)
- Advanced Pediatric Life Support (APLS)
- Trauma Nursing Core Course (TNCC)
- Neonatal Transport team Course
- Adult Transport team Course
- Hyperbaric Course
- Chemotherapy Course

C. Course, workshop or Conference: 10 -15 Points maximum for each conference, workshop or course attended)

- Any nursing related topic
- Team Building
- Conflict resolution
- Education day(s) at NLNU convention
- Education day at ARNNL Convention
- CFNU biennium education days
- NLNU Labour School
- PRISMA
- Canadian Triage Acuity Score (CTAS)

D. Employer and/or external Education sessions: 5 Points

- Attendance at grand rounds
- Journal club
- Lunch and learn sessions
- Webinars
- ARNNL teleconferences
- Video conferences

E. Electronic/Modular Learning 5 Points: 5 Points

- Breast feeding module
- Port-a-cath module
- Grievance pilot project e-learning

F. Education

- Enrolled in PhD in Nursing Program (minimally completing 2 courses per year-25 points)
- Enrolled in Masters Nursing program (minimally completing 2 courses per year-20 points)
- Enrolled in Nursing Degree Program (minimally completing 2 courses per year-15 points)
- Enrolled in Nurse Practitioner Program (minimally completing 2 courses per year-20 points)
- Instructor-Level Achievement for designated courses (e.g BLS, CTAS, TNCC, ACLS, PALS, NRP, ATLS, ACORN, ALSO-10 points)

APPENDIX “C”
NURSING PRACTICE & LEADERSHIP PREMIUM
Claim for Nursing Practice & Leadership Premiums
To be Completed and Submitted
by Registered Nurse by May 1st

Eligible 12 Month Period	April 1, 20_____ to March 31_____											
Personal Information	Name											
	FTE Status (PFT/PPT/TFT/Casual)											
	Job Title											
	Classification											
	Unit/Dept/Area worked											
	Manager/s Name											
Points Claimed by Category (Details Attached)	A	B	C	D	E	F	G	H	I	J	K	Total
Signed: _____ Date: _____												

For Internal Use by Management:

Points Approved by Category (Details Attached)	A	B	C	D	E	F	G	H	I	J	K	Total
Premium Approval	Premium Approved: _____ Premium Not Approved: _____											
Rationale												
Proration for PT/Casual	**Regular Hours Paid_____ Amount of Prorated Premium:_____											
	**from the previous April 1 to March 31 for the year of eligibility:											
Signed: _____ Date: _____												

Description of Nursing Practice & Leadership Points Claimed

Category	Particulars	Date	Points Claimed	Internal Use - Points Approved
A – Certification or Diploma in a Specialty (30 Points)				
		Total		

Category	Particulars	Date	Points Claimed	Internal Use - Points Approved
B – Course in a Specialty (20 Points)				
		Total		

Category	Particulars	Date	Points Claimed	Internal Use - Points Approved
C – Course, Workshop or Conference (10-15 Points as Specified)				
		Total		

Category	Particulars	Date	Points Claimed	Internal Use - Points Approved
D – Employer ad/or External Education Sessions (5 Points)				
		Total		

Category	Particulars	Date	Points Claimed	Internal Use - Points Approved
E – Electronic/ Modular Learning (5 Points)				
		Total		

Category	Particulars	Date	Points Claimed	Internal Use - Points Approved
F – Education (10-25 Points as Specified)				
		Total		

Category	Particulars	Date	Points Claimed	Internal Use - Points Approved
G – Committee/ Task Force Involvement (for Employer, Province, Union, Professional Organization or Association or Agency (5-20 Points, as Specified)				
		Total		

Category	Particulars	Date	Points Claimed	Internal Use - Points Approved
H – National/ Provincial/ Branch Union or Professional Association Involvement (5-20 Points, as Specified)				
		Total		

Category	Particulars	Date	Points Claimed	Internal Use - Points Approved
I – Publications/ Presentations (5-15 Points, as Specified)				
		Total		

Category	Particulars	Date	Points Claimed	Internal Use - Points Approved
J – Preceptorship (2.5 per week, as Specified)				
		Total		

Category	Particulars	Date	Points Claimed	Internal Use - Points Approved
K – Research (5-15 Points, as Specified)				
		Total		

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**Registered
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Newfoundland & Labrador