



CORE ISSUES

DISCLAIMER:

If there are any discrepancies between this document and the official tentative agreement or interpretation thereof, the latter shall prevail.

This document is meant for information purposes only. Members should read the entirety of their tentative agreement and ask questions, if necessary, before casting their vote.

This document provides an overview of the universal, core issues. These issues are applicable to most bargaining units and, in many instances, all bargaining units. Individual tentative agreements also have changes that are specific to their bargaining unit, which are covered in a separate document.

Duration

4-year term (2022-2026)

EXPLANATION: All 21 new contracts will expire in 2026.

Salaries

Specific date depended upon expiry of the Collective Agreement.

2022	2% + *Recognition Bonus
2023	2%
2024	2%
2025	2%

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

EXPLANATION: In each of the four years of the contract, members will receive a 2% wage increase.

The wage increase is retroactive to the day after your last contract expired, so the vast majority of members will receive their first wage increase retroactive to April 1 of this year. The full 8% will be in place by 2025.

Effective on the date of signing, members will receive a one-time recognition payment of \$2,000 prorated based on regular full-time hours for the hours worked during the previous 12 months.

Your teams negotiated this as recognition for the vital role you played during the pandemic.

Your union did not leave one penny on the table. Your team of seasoned union activists with decades of negotiating experience pushed hard to accomplish this deal. We don't mind saying – this is a big departure from what government was signalling to us just a few short months ago.

NAPE

Memorandum of Understanding re Attrition

The Employer will, where necessary, and for the duration of this Collective Agreement, utilize a strategy of attrition where positions are vacated. The Union shall be provided the details of any attrition strategy the Employer intends to implement. Where positions are vacated through retirement, resignation, termination for cause or otherwise, and the Employer determines that it will not replace or fill the position(s), these position(s) will be identified to the Union on a quarterly basis.

EXPLANATION: Your Bargaining Teams were able to protect all of the articles in your agreements, including important letters, with the exception of the layoff letter.

That letter was negotiated in 2018. It was a temporary measure to provide stability and protection during a period of uncertainty / concern in the public sector. It was renewed in 2020 due to the contract extension.

We are now in a situation where the greatest issue in many areas is retention and recruitment. There are hundreds and hundreds of vacancies across the public sector in a broad range of classifications, regions, and workplaces. The letter has not been extended.

Memorandum of Understanding re Public Private Partnership (P3) Job Security

Notwithstanding any Article or provision of the Collective Agreement, and for the duration of this Collective Agreement, where the Government of Newfoundland and Labrador is building a new structure to expand on an existing service, or replacing or expanding an existing structure, through the utilization of the Public Private Partnership (P3) Model, and Newfoundland and Labrador Association of Public and Private Employees (NAPE) is the recognized bargaining agent, the Employer recognizes the Union as the sole and exclusive bargaining agent. Work that is currently performed by bargaining unit members in the existing structure shall also be performed by bargaining unit members in the new structure, with the exception of building infrastructure maintenance.

EXPLANATION: Public-private partnerships (P3s) involve commercial contracts between governments and private businesses in the design, construction, financing and operation of public infrastructure and services that have traditionally been delivered by the public sector, such as hospitals or schools.

The Public-Private Partnership or P3 letter protects bargaining unit work in all current and future facilities built using the P3 model. NAPE succeeded in keeping this in all agreements. This is incredibly important to current and future members, particularly those in long term care, corrections, and healthcare where P3s are prevalent / planned / under construction.

Gender Neutral Language

Current language in various Articles of the Collective Agreement is outdated and should be updated to be more inclusive.

Articles shall be amended to use gender neutral pronoun language:

- he/she shall be changed to they;
- his/her shall be changed to their;
- his/her shall be changed to their/them;
- him/her shall be changed to them;
- he or she is shall be changed to they are;
- himself/herself shall be changed to themselves.

EXPLANATION: Previous contracts include outdated language that needs to be gender neutral to reflect the lived experience of NAPE's diverse membership. So, for example, he / she will become they and his / hers will become their – and so on.

Sick Note – Proof of Illness (NEW)

There may be cases where an employee has an ongoing medical condition where they foresee a use of sick days beyond the number of days allowed before a medical certificate is required. In an effort to minimize the number of medical certificates required, employees with an ongoing medical condition are permitted to submit a medical certificate at the beginning of each calendar year outlining that they have an ongoing medical condition to the Employer. If the employer is satisfied with the medical certificate, then the employee does not have to provide a medical certificate for each subsequent day of illness for the remainder of the calendar year.

EXPLANATION: Employees with an ongoing medical condition will be able to submit a medical certificate at the beginning of each calendar year indicating to the employer that they have an ongoing medical condition. If the employer is satisfied with the medical certificate, then the employee does not have to provide a separate medical certificate for sick days in excess of the number of sick days allowed before an additional medical certificate is required.

Maternity Leave / Adoption / Parental Leave

- .01(a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
- .01(b) An employee is entitled to a maximum of ~~fifty-two (52)~~ **seventy-eight (78)** weeks leave under this Clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- .02(a) An employee may return to duty after giving their Permanent Head two (2) weeks' notice of their intention to do so.

- .02(b) The employee shall resume their former position and salary upon return from leave, with no loss of accrued benefits.
- .03(a) Periods of leave up to **seventy-eight (78) weeks shall count for annual leave, sick leave and step progression. Employees who avail of 78 weeks of unpaid parental leave will be entitled to service for annual leave entitlement, annual leave accrual, sick leave accrual and step progression for a total of 78 weeks. The Employer will also pay 50% of the group insurance premiums for 78 weeks for those employees who opt to remain in the group insurance plan.**

- .03(b) **Periods of leave up to seventy-eight (78) weeks shall count for seniority purposes.**
- .03(c) Employees on leave will have the option of continuing to pay their portion of the Group Insurance Plan premiums **to a maximum of seventy-eight (78) weeks.** Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- .04 An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- .05 The Government will endeavor to provide childcare services for its employees wherever possible.
- .06 While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through their Human Resource Division.
- .07 An employee returning from maternity leave may be exempt from standby and callback until the child is two (2) years old provided that other qualified employees in their work area are available.

- .08(a) Female employees occupying bargaining unit positions as of April 1, 1994, shall count all periods of maternity leave and adoption leave for seniority purposes, regardless of the year in which such leave occurred, provided such employee(s) did not lose seniority for reasons other than maternity/adoption leave as outlined in this Article of the current Collective Agreement.
- .08(b) Maternity/Adoption/Parental leave shall be defined as a period where an employee can demonstrate they were on leave related to the birth of a child or the adoption of a child, and such employee returned to work within a **maximum of seventy-eight (78) weeks.**

EXPLANATION: The tentative agreements have language that increases maternity / adoption / parental leave provisions from 52 to 78 weeks in line with the federal government's policies. Because of this provision, members can now accumulate sick leave and vacation, receive step progressions, and accumulate seniority while on leave up to the 78 weeks.

Family Violence Leave (NEW LETTER)

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

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

Confidentiality

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

An employee who wishes to take a leave of absence under Clause may be required to provide the employer with reasonable verification of the necessity of the leave.

EXPLANATION: The contracts now provide 3 days with pay per year for members who experience or are affected by family violence.

Travel on Employer's Business – Meal Per Diems

The Employer agrees to increase the meal allowance per diems as follows: Effective the date of signing, for each day or part thereof, on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities, shall be as follows:

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

All other items under Travel on Employer's Business remains current agreement.

EXPLANATION: For those who travel on the Employer's business, there's a 20% increase in meal allowances.

Automobile Requirement Reimbursement Policy (Kilometer Rate Adjustment Formula)

Government will update the Automobile Requirement Reimbursement Policy such that effective July 1, 2022, reimbursement rates will be adjusted on the first day of each month.

EXPLANATION: For the 16 public sector groups, the rate paid per kilometer for use of your vehicle on the employer's business will now be adjusted on the first of each month as opposed to quarterly. This is especially important given how much the price of gas is fluctuating. Memorial University / Marine Institute already have their own internal policy on this.

Protective Clothing and Uniforms

Employees who are required to wear safety boots (or safety shoes) in accordance with safety regulations will be provided with an allowance of up to **two hundred dollars (\$200.00)** for the purpose of purchasing such footwear. This allowance will be paid for each twelve (12) months of service. Seasonal employees shall receive the allowance for each twelve (12) months of service, or every third season, whichever is earlier.

EXPLANATION: The allowance for members who are required to wear safety footwear has now increased to \$200 per year for all 21 groups.

For many, this is a significant increase in the allowance.

Travel on Employer's Business – Business Insurance (NEW LETTER)

The Employer will incorporate a Letter of Understanding in the appropriate collective agreements referencing the Article relating to Travel on Employer's Business to provide for, upon submission of a receipt, **reimbursement of the difference in cost between personal and business insurance for those employees who are required, as a condition of employment, to have access to an automobile for use on government business.**

EXPLANATION: Reimbursement for the difference between business insurance and private insurance wasn't consistent across all the contracts. Now the employer will pay the difference for all 21 groups. This applies only to people who are required to use their personal vehicle for work – not for commuting to and from work. This creates equity across all bargaining units.

Remote Work / Telework (NEW LETTER)

The parties recognize the benefits of access to E-Work arrangements for Employees and Employers. The parties also recognize the value in conducting a review of the current policies and practices regarding e-work arrangements within the Government, Agencies, Boards and Commissions and Regional Health Authorities.

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

termination of agreement and any other terms as agreed by the parties.

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

EXPLANATION: There was no language about remote work in any of the contracts, which means employers could cancel existing arrangements with no notice. So the agreement we reached is that within 6 months of signing the contract, the employer, in consultation with NAPE, will review the current e-work policies including eligibility and operational requirements, defined hours of work, work performance requirements and evaluation, remote supervision and employee health and safety, equipment, termination of agreement, and so on. The current e-work arrangements will remain in place subject to this review.

Recognizing New Statutory Holidays (NEW)

Should any new statutory holiday be proclaimed by the Provincial authorities, it shall be added to the above list and granted to employees within the scope of this Agreement.

NOTE: Some agreements cover new federally proclaimed holidays.

EXPLANATION: There was no universal language regarding new stat holidays in the collective agreements. Your team was able to negotiate standard language for all that ensures new stat holidays are recognized and treated as such as they are proclaimed by the provincial government.

For example, once the Day of Truth and Reconciliation (September 30) is proclaimed, it will be covered in all agreements.

In a progressive move, both Memorial University and the Marine Institute have already recognized September 30, the National Day for Truth and Reconciliation, as a holiday.

Statutory Holiday Replacement (NEW LETTER)

Each year, an employee shall be entitled to designate replacement statutory holiday(s) that are days of cultural or religious significance to the employee in place of any or all of the statutory

holidays outlined in the collective agreement. The Employer will endeavor to accommodate such requests and such requests shall not be unreasonably denied.

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

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

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

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

- (a) The newly designated holiday days will attract all benefits of the collective agreement as if that day were the actual statutory holiday that they are designated to replace.
- (b) The replaced statutory holiday(s) will become a regular day, whether it be a workday or a day of rest, and will not attract any

additional benefit previously attributable to it as a statutory holiday: all such benefits will have transferred to the designated replacement day(s).

- (c) Where the Employer does not provide service on a day described under b) above, and where the employee is scheduled to work on that day of the week, the Employer will make reasonable efforts to provide meaningful work to the employee on that day.
- (d) Where the employer is unable to provide meaningful work on that day, the employee may access vacation, banked overtime, or other like paid banks to cover the missed day of work.

EXPLANATION: Our workplaces are changing as we welcome a more diverse group of workers from a range of faiths, cultures, and backgrounds. It is important that workplaces recognize, welcome, and celebrate this diversity. In the new contracts, employees will be able to designate replacement statutory holiday(s) that are days of cultural or religious significance to them in place of any or all of the statutory holidays outlined in the collective agreement (such as Christmas or Easter). The Employer is required to endeavor to accommodate such requests.

Bereavement Leave

Subject to Clause XXXX, an employee shall be entitled to bereavement leave with pay as follows:

- (e) In the case of the death of an employee's parents, siblings, child(ren), spouse, legal guardian, common-law spouse, children of common-law spouse, grandparents, grandchild, children-in-law, parents-in-law, or near relative living in the same household, three (3) consecutive days; and
- (f) In the case of their siblings-in-law, one (1) day.

EXPLANATION: The tentative agreements provide 3 consecutive days of bereavement leave for the death of children-in-law or parents-in-law. The

language has also been made more inclusive – for example, it now says siblings instead of brother or sister.

Health Insurance (NEW LETTER)

The parties agree to apply the **Memorandum of Understanding - 2004 Health Insurance for employees** to participate in the group insurance program as it relates to **"temporary"** employees as follows:

- Employees who qualify to enroll in the group insurance program based on hours worked in the previous calendar year and, subsequent to meeting the eligibility criteria, change employment status or move to a position with an authorized period of employment of less than 3 months.

- Employees who gain eligibility in a temporary or temporary call-in position is to retain eligibility regardless of a change in position.

Eligibility for **“temporary”** employees will remain subject to the annual hours required to maintain their eligibility for future years.

EXPLANATION: For temporary employees covered by the 16 public sector contracts, once you become eligible for coverage, you will continue to be covered even if you accept a different temp position that is less than 90 days.

This is a big win for many temporary employees.

Recruitment and Retention (NEW LETTER)

The Parties agree to establish a committee, with an equal number of representatives from the Employer and Union, within 120 days of signing the agreement in an effort to identify issues with recruitment and retention in all NAPE Bargaining Units.

EXPLANATION: Retention and recruitment is a major issue for every NAPE bargaining unit. This issue is leading to burnout, stress, increased workplace injury rates, and workers either being forced to work overtime or constantly having to work short.

Within 120 days of the contracts being signed, NAPE and the employer will form a committee to

identify and recommend solutions to issues with retention and recruitment in the public sector.

Public Health Emergency (NEW LETTER)

The Employer recognizes that public health emergencies may have an impact on overall government operations and service delivery, individual employees, and the residents of Newfoundland and Labrador.

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

- 1) Self-Isolation – employees directed by their Employer or Public Health – Department of Health and Community Services to self-isolate, and who are asymptomatic of a public health illness may (where applicable – this may be dependent on vaccination or other considerations deemed appropriate by the Employer) be placed on special leave with pay for the hours in which they are unable to report to work up to a **maximum of seventy-five (75) hours per year**. Employees who work less than full time hours will receive the benefit on a pro-rata basis. Temporary call-in employees who are not prescheduled, will be permitted to take special leave with pay on shifts they would have received in normal circumstances (compared to next junior temporary call-in).

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

- 2) Remote Work – employees may be required to work remotely where the capability exists and it is operationally feasible. Special leave

with pay shall only be utilized in instances where remote work is not an option.

- 3) Use of Sick Leave – employees who exhibit symptoms of a public health illness and who cannot work remotely, are required to use their sick leave entitlement until they return to work. Functional Abilities Information related to accommodation requests, extensions, illness unrelated to the current public health emergency, use of long-term sick leave and attendance support planning may still be required.
- 4) Re-Deployment – the Parties recognize that the Employer may be required to redeploy human resources to ensure adequate and safe staffing levels, and such re-deployment shall be done in consultation with the Union.

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

EXPLANATION: The 16 public sector tentative agreements include public health emergency language that will address self-isolation, working remotely, use of sick leave, etc. It allows for 75 hours (two weeks) of paid leave should a member be required to self-isolate. Memorial University / Marine Institute already have something similar in place.

Letter of Commitment re Other Post-Employment Benefits (OPEB) (NEW)

The parties recognize the mounting liabilities associated with the Other Post-Employment Benefits (OPEBs), and the resulting potential impact to the future sustainability of the Group Insurance Plan. Therefore, NAPE agrees to engage in a joint collaborative process with the Employer and other interested stakeholders to meet within ninety (90) days of the signing of the Collective Agreement to address those challenges with the Employer and find solutions to ensure the long-term sustainability of benefit plan.

EXPLANATION: Within 90 days of contract signing, government has agreed to engage in a joint collaborative process with NAPE and the other public sector unions to address the long-term sustainability of the plan.

Job Evaluation System (JES) (NEW LETTER)

The parties shall form a Committee, within one hundred and twenty (120) days of contract signing, of equal representatives of NAPE and Government officials in an effort to explore opportunities to improve upon the JES.

EXPLANATION: The employer has agreed to explore opportunities to improve the Job Evaluation System via a joint committee that must be struck within 120 days.

No Discrimination

The Employer agrees that in accordance with the provisions of the Newfoundland and Labrador Human Rights Act, there shall be no discrimination with respect to any matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise because of

race, color, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income, and political opinion or activity in the Union.

EXPLANATION: No discrimination language has been harmonized across agreements to make it more inclusive and up to date.

Notice to Negotiate

Duration of Agreement

.01 Period of Agreement

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

.02 Change in Agreement

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

0.3 Notice of Changes

Either party desiring to propose changes to this agreement shall within thirty (30) calendar days following receipt of notice under 35.01, give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new agreement.

0.4 Agreement to Remain in Effect

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

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

EXPLANATION: We were also able to harmonize the notice to bargain period for all agreements, which strengthens our collective bargaining power for future negotiations.

Still have questions about your collective agreement?

Call 1-833-414-1097 or 709-754-9062.

This hotline is staffed:

September 21-25 from 9 am to 8 pm NDT

September 26 from 9 am to noon NDT

NAPE