



## Labrador Benefits Agreement

Between

Her Majesty The Queen  
In Right of Newfoundland  
(Represented Herein by the Treasury Board)

College of the North Atlantic

Municipal Assessment Agency Inc.

The Newfoundland and Labrador Health Boards Association

Newfoundland and Labrador Housing Corporation

Newfoundland and Labrador School Boards Association

Newfoundland Liquor Corporation

And

Canadian Union of Public Employees

Newfoundland & Labrador Association of Public & Private Employees

Newfoundland and Labrador Nurses Union

Newfoundland and Labrador Teachers Association

Royal Newfoundland Constabulary Association

Signed:

Feb 3, 2012

Expires: March 31, 2013

**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."

	<b>LABRADOR ALLOWANCE</b>		
	<b>DATE</b>	<b>SINGLE</b>	<b>DEPENDENT</b>
<b>GROUP 1</b>	1-Apr-09	2650	5300
	1-Apr-10	2750	5500
	1-Apr-11	2825	5650
	1-Apr-12	2825	5650
<b>GROUP 2</b>	1-Apr-09	3070	6130
	1-Apr-10	3185	6360
	1-Apr-11	3270	6530
	1-Apr-12	3270	6530
<b>GROUP 3</b>	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.

**MEMORANDUM OF UNDERSTANDING**

**Re: Labrador Benefits Agreement - Interpretation**

In an effort to clarify the interpretation of certain items contained in the Labrador Benefits Agreement the parties agree to the following:

- 1) The Travel Allowance (Article 4) shall be paid out during the pay period following April 15<sup>th</sup> at the rate in effect on April 15<sup>th</sup> of the year in which the allowance is to be paid.
- 2) Article 4.2(b) refers to employees who terminate employment, (i.e. are not on layoff status and do not have recall rights). These employees have their Travel Allowance paid out based on the hours worked in the current year and it shall be paid out at the rate in effect on the date employment is terminated.
- 3) For the purposes of Article 4.4 it is agreed that an employee may refuse to claim the employee benefit if it is to their benefit to have their spouse claim them as a dependant. Employees who exercise this option will not be entitled to any portion of the Employee Travel Allowance. It is incumbent on the employee to communicate this choice to their respective Employer(s).
- 4) For the purpose of clarification, it is agreed that an employee's community grouping is determined by the location of his/her headquarters.
- 5) Notwithstanding item #4 above, the following employees shall be entitled, on a without prejudice basis, to the rates applicable to Mud Lake as long as they remain within the employ of their current Employer and continue to permanently reside in Mud Lake:
  - i) Craig Chaulk Labrador Correctional Centre, Dept. of Justice
  - ii) Vyann Kerby Health Labrador Corporation

This agreement is effective from April 1, 2005 and shall expire upon the renewal of the Labrador Benefits Agreement expiring March 31, 2009.

\*6) For the purposes of clarification and in accordance with Article 3.1 (Labrador Allowance), Article 4.1 (Travel Allowance) and Article 9.1 (Definitions), benefits are applicable for the fiscal year (April 1 to March 31) in which a dependent reaches 18 years of age or 24 years of age, if the dependent is in full time attendance at a school or post-secondary institution. Full time attendance shall be determined by the educational institution in which a dependent is registered.

For example:

If a dependent reaches 18 years of age on January 1, 2011 and is no longer enrolled as a full time student in a post secondary institution, they would be eligible for the travel benefit payable April 15, 2011.

\_\_\_\_\_  
**BERT BLUNDON**  
On behalf of the Unions

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**SARAH ANTHONY**  
On Behalf of the Employers

December 22, 2011  
Date

January 19, 2012  
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

Original letter dated December 20, 1999

**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 Tom Marshall, 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 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**