



## **Labrador Benefits Agreement**

Between

His Majesty **The King** In Right of Newfoundland  
(Represented Herein by the Treasury Board)

College of the North Atlantic

**Newfoundland and Labrador Health Services**

Municipal Assessment Agency Inc.

Newfoundland and Labrador Housing Corporation

**Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador**

Newfoundland Liquor Corporation

And

Canadian Union of Public Employees

Newfoundland and Labrador Association of Public & Private Employees

Registered Nurses' Union Newfoundland and Labrador

Newfoundland and Labrador Teachers' Association

Royal Newfoundland Constabulary Association

**Tentative 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 Registered Nurses' Union Newfoundland and Labrador, 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, 2022**, and shall remain in full force and effect until March 31, **2026**. 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-22	\$ 3,079.00	\$ 6,077.00
	1-Apr-23	\$ 3,141.00	\$ 6,199.00
	1-Apr-24	\$ 3,235.00	\$ 6,385.00
	1-Apr-25	\$ 4,529.00	\$ 8,939.00
<b>GROUP 2</b>	1-Apr-22	\$ 3,552.00	\$ 7,010.00
	1-Apr-23	\$ 3,623.00	\$ 7,150.00
	1-Apr-24	\$ 3,732.00	\$ 7,365.00
	1-Apr-25	\$ 5,225.00	\$ 10,311.00
<b>GROUP 3</b>	1-Apr-22	\$ 3,711.00	\$ 7,312.00
	1-Apr-23	\$ 3,785.00	\$ 7,458.00
	1-Apr-24	\$ 3,899.00	\$ 7,682.00
	1-Apr-25	\$ 5,459.00	\$ 10,755.00

In the case of spouses who are both employed by **His** Majesty the **King** in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, the total amount paid to both employees 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 their hours of work excluding overtime.

- 3.2 Labrador Benefits will be paid to employees for periods of maternity, parental and adoption leave.

#### **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 **their** dependent(s). The travel allowance 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.

<b>TRAVEL ALLOWANCE</b>			
	<b>DATE</b>	<b>SINGLE</b>	<b>DEPENDENT</b>
<b>GROUP 1</b>	1-Apr-25	\$ 1,425.00	\$ 1,053.00
<b>GROUP 2</b>	1-Apr-25	\$ 1,502.00	\$ 1,131.00
<b>GROUP 3</b>	1-Apr-25	\$ 1,581.00	\$ 1,209.00

- \*4.2 (a) This allowance shall be paid to employees in the first pay period following April 15<sup>th</sup> of each year on a pro-rated basis in accordance with their 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 at March 31<sup>st</sup> of each year.
- \*(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 the employee's hours of work in the current fiscal year. **Employees who terminate employment (i.e. are not on layoff status and do not have recall rights) shall be paid out at the rate in effect on the date employment is terminated.** 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 (a) In the case of spouses who are both employed by His Majesty the King 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.
- (b) For the purposes of Article 4.4(a) it is agreed that an employee may elect not to claim the employee benefit if it is to their advantage to have their spouse claim them as a dependent. Employees who exercise this option will not be entitled to any portion of the Employee Travel Allowance. The employee shall communicate this choice to their respective Employer(s), on an annual basis.
- \*4.5 The travel benefit available to the Royal Newfoundland Constabulary Association under their Collective Agreement and to teachers who were covered by the NLTA Labrador West Collective Agreement on or before August 31, 2022 and who have not commenced working in a permanent position that was not previously covered by the NLTA Labrador West 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.

**\*5.2 Leave for Medical Appointments**

Effective July 1, 2025, employees covered by this agreement shall receive one (1) non-cumulative paid leave day per fiscal year. This leave shall only be utilized when the employee or their dependent child is required to travel for medical appointments that are not available in Labrador. Employees wishing to avail of this type of leave under this clause may be required to provide the Employer with reasonable verification of the necessity of the leave.

**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) a spouse; and
- b) children under eighteen (18) years of age; or
- c) children under twenty-four (24) years of age if the child 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; or
- d) Children who, by reason of a medically verified mental or physical disability, are incapable of supporting themselves and have been incapacitated for a continuous period, beginning on or before age 24.

Benefits are applicable for the fiscal year (April 1 to March 31) in which a dependent reaches the maximum age, subject to the above.

For example:

If a dependent reaches 18 years of age on January 1, 2024 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, 2024.

- 7.2 **Spouse** – for the purpose of this agreement, spouse means a person to whom an employee is legally married or a person in a common law relationship with whom the employee has lived with for more than one (1) year.

**\*SCHEDULE A**

**COMMUNITY GROUPING**

The employee's community grouping shall be determined by the location of their headquarters.

**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  
Natuashish  
Nain

DATE

**Stefanie Tuff**

Executive Director  
Newfoundland and Labrador  
Teachers' Association  
3 Kenmount Road  
St. John's, NL A1B 1W1

Dear Ms. Tuff:

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,

**Andréa Kelly**

Chief Negotiator  
Collective Bargaining Division

Original letter dated December 20, 1999



DATE

Mr. Jerry Earle  
President  
NAPE  
330 Portugal Cove Place  
St. John's, NL, A1B 3M9

**Re: Labrador Benefits Allowance and Travel Allowance for School Board Student Assistants (NAPE) and School Board Support Staff (NAPE and CUPE)**

Within three (3) months of the date of signing of the Labrador Benefits Agreements, officials from Treasury Board Secretariat of the Government of Newfoundland and Labrador, the Department of Education and Newfoundland and Labrador Association of Public and Private Employees (NAPE) will meet to discuss the application of the Labrador Benefit Allowance and the Travel Allowance for employees who work less than full time hours as outlined in the above respective collective agreements.

Yours truly,

Andréa Kelly  
Chief Negotiator  
Collective Bargaining

Original letter dated February 10, 2020

**NEW LETTER OF UNDERSTANDING**  
**\*Re: Protective Clothing for Cold Weather**

Within 60 days of the date of signing, and on an annual basis, each Employer shall review the requirement for protective clothing for cold weather for any classification where an employee is required to complete their regularly assigned duties in cold weather conditions. Upon completion of the review, such appropriate clothing will be provided as deemed necessary by the Employer.

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

**SIGNED** on behalf of Treasury Board representing His Majesty the **King** in Right of Newfoundland and Labrador by the Honourable Siobhan Coady, 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 **Newfoundland and Labrador Health Services**:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
NLHS

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
NLHC

**SIGNED** on behalf of the **Conseil scolaire francophone provincial de Terre-Neuve-et Labrador**:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
CSFP

**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 Registered Nurses' Union of Newfoundland and Labrador:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
RNUNL

**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