



**MARINE SERVICES DIVISION  
COLLECTIVE AGREEMENT**

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND  
LABRADOR, represented herein by Treasury Board;**

**of the one part;**

**AND**

**THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND  
PRIVATE EMPLOYEES, a body corporate organized and existing under the laws of  
the Province of Newfoundland and Labrador and having its Registered Office in the  
City of St. John's aforesaid (hereinafter called the "Association");**

**of the other part.**

**Signed: March 12, 2014**

**EXPIRES: March 31, 2016**

**THIS AGREEMENT** made this 12 day of March, Anno Domini, two thousand and Fourteen

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR**, represented herein by Treasury Board;

of the one part;

**AND**

**THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES**, a body corporate organized and existing under the laws of the Province of Newfoundland and Labrador and having its Registered Office in the City of St. John's aforesaid (hereinafter called the "Association");

of the other part.

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

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Purpose of Agreement .....	1
2	Definitions .....	1
3	Recognition .....	5
4	Management Rights.....	6
5	Employee Rights .....	6
6	Association Security.....	7
7	*Checkoff .....	8
8	Grievance Procedure .....	8
9	Arbitration .....	11
10	*Hours of Work.....	13
11	Callback.....	15
12	*Overtime.....	16
13	Strikes and Lockouts .....	17
14	Holidays.....	17
15	Annual Leave.....	18
16	Sick Leave .....	21
17	*Maternity Leave/Adoption Leave.....	23
18	Special Leave.....	24
19	Leave - General .....	26
20	Bereavement Leave .....	27
21	Time Off for Association Business .....	27
22	Termination .....	29
23	Temporary Assignment .....	30
24	Contracting Out .....	31
25	Classification .....	32
26	Injury on Duty.....	32
27	Protective Clothing.....	34

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
28	Seniority .....	34
29	Promotion .....	39
30	Demotion .....	39
31	Technological Change .....	40
32	Discipline.....	41
33	Personnel Files .....	42
34	*Travel on Employer's Business.....	43
35	Safety and Health.....	45
36	Relocation Expenses.....	45
37	Group Insurance .....	45
38	Joint Consultation.....	46
39	Access and Shop Stewards .....	46
40	Labour Management Committee .....	47
41	Severance Pay.....	47
42	Political Activity.....	48
43	Adverse Weather Conditions.....	49
44	Salaries .....	49
45	Amendment by Mutual Consent.....	50
46	General Provisions .....	50
47	Personal Loss.....	50
48	Advance Notice .....	51
49	Access to Information and Protection of Privacy.....	51
*50	Duration of Agreement.....	51
*Schedule A - Salary Implementation Formula and Grids .....		53
Schedule B - Classification Review and Appeal Board Procedures .....		72
Schedule C - Summary of Group Insurance Benefits for Members of the Government of Newfoundland and Labrador Plan.....		77
Schedule D - Employee Assistance Program.....		85

Schedule E - Number of Weeks of Pay in Lieu of Notice .....	92
Schedule F - Portability of Benefits .....	93
Schedule G - Alternative Dispute Resolution.....	94
*Memorandum of Understandings.....	98
*Letters of Understanding.....	105

**ARTICLE 1**  
**PURPOSE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Association, to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02 In the event that any law passed by the Government applying to employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.
- 1.03 The Employer will notify the Association before any amendment, repeal or revision of the Public Service (Collective Bargaining) Act, which would affect the terms and conditions of employment of employees covered by this Agreement, is introduced.
- 1.04 In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, this Agreement shall take precedence over the said regulation.
- 1.05 For the purpose of this Agreement, the masculine shall be deemed to include the feminine, and the plural indicates the singular and vice versa as the context may require.
- 1.06 Legislation and Collective Agreements

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

**ARTICLE 2**  
**DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- (a) "bargaining unit" means the bargaining unit recognized in accordance with Article 3.
  - (b) "classification" means the identification of a position by reference to a class title.

- (c) "day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of his position other than:
  - (i) a designated holiday;
  - (ii) a calendar day on which the employee is on leave of absence.
- (d) "day" means a working day unless otherwise stipulated in the Agreement.
- (e) "demotion" means an action, other than reclassification resulting from a correction of a classification error, which causes the movement of an employee from his existing classification to a classification carrying a lower pay scale.
- (f) "employee" or "employees" where used is a collective term except as otherwise provided herein including all persons employed in the classifications contained in the bargaining unit:
  - (i) "permanent employee" means a person who has completed his probationary period and is employed on a full-time basis without reference to any specified period of employment.
  - (ii) "seasonal employee" means an employee whose services are of a seasonal but recurring nature, who has completed six (6) months of cumulative employment and includes employees who are subject to periodic re-assignment in various positions because of the nature of their work.
  - (iii) "temporary employee" means a person who is employed for a specified period or for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work but does not include seasonal or probationary employees.
  - (iv) "part-time employee" means a person who is regularly employed to work less than the full number of working hours in each working day or less than the full number of working days in each work week of the department concerned.
- (g) "Employer" means Her Majesty in Right of the Province of Newfoundland and Labrador as represented by Treasury Board.
- (h) "grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.
- (i) "headquarters area" unless otherwise stipulated in the Agreement, for vessels other than swing vessels is the area of operation of each individual service; for swing vessels the headquarters area is the vessel. For the purpose of Travel on Employer's business the headquarters' s area for the swing vessel(s) will be homeport designated by the Employer.

- (j) "holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a calendar day designated as a holiday in this Agreement.
- (k) "lay-off" means the temporary cessation of employment of an employee because of lack of work or the abolition of a post.
- (l) "leave of absence" means absence from duty with the permission of the permanent head.
- (m) "management" means the Deputy Minister or the person or persons authorized to act on his behalf.
- (n) "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 twenty (20) working days.
- (o) "notice" means notice in writing which is hand delivered or delivered by registered mail.
- (p) "overtime" means work performed by an employee in excess of the established daily sailing schedule at the request of the permanent head.
- (q) "permanent head" means the Deputy Minister or the person authorized by him to act on his behalf.
- (r) "probationary employee"
  - (i) means a person who is employed on a full-time basis without reference to any specified period of employment and who has not completed six (6) months of service.
  - (ii) means a person who is hired on a seasonal basis and who has not completed six (6) months of cumulative service.



- (s) "probationary period" means a period of six (6) months from the date of employment except for employees who are required to undertake training on employment whose probationary period shall commence immediately following such training.
- (t) "promotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from his existing classification to a classification giving a higher pay range.
- (u) "reclassification" means any change in the current classification of an existing position.
- (v) "termination" means the final severance of employment of an employee because:
  - (i) the employee resigns;
  - (ii) is dismissed for just cause and is not reinstated;
  - (iii) the employee is laid off for a period longer than two (2) years.
- (w) "transfer" means the movement of an employee from one position to another which does not result in a promotion or demotion.
- (x) "vacancy" means an opening in a permanent, seasonal, or temporary position which is in excess of thirteen (13) weeks duration, and in respect of which there is no employee eligible for recall.
- (y) "week" means a period of seven (7) consecutive days beginning at 0001 hours on Wednesday morning and ending at 2400 hours the following Tuesday.
- (z) "year" means the period extending from the first day of April in one year to the thirty-first day of March in the succeeding year.
- (aa) Union and/or Association means the Newfoundland and Labrador Association of Public and Private Employees with headquarters in St. John's, Newfoundland.

**ARTICLE 3**  
**RECOGNITION**

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees listed in Schedule "A".
- 3.02 When new classifications are developed, the following procedures shall apply:
- (a) The Employer will immediately notify the Association, in writing, as to whether such classifications should be included in or excluded from the bargaining unit and provide reasons for exclusions.
  - (b) The Association, after consultation on the Employer's position, will respond in writing, outlining reasons for its rejection of the exclusions within ten (10) working days of receipt of the above notification.
  - (c) Should the parties be unable to agree upon the exclusion of any specific classification, the matter will be immediately referred to the Labour Relations Board for adjudication.
- 3.03 Management and excluded personnel shall not work on any jobs which are included in the bargaining unit except for the purpose of instructing, experimenting, reviewing an employee's work performance, or in the case of emergencies.
- 3.04 No Other Agreements
- No employee shall be required or permitted to make a verbal agreement with the employer or his representative which may conflict with the terms of this Agreement.
- 3.05 Bulletin Boards
- The employer shall provide bulletin board facilities for the exclusive use of the Association, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Association.
- 3.06 Association Access
- (a) Employees shall have the right at any time to have the assistance of a full-time representative of the Association on all matters relating to employer/employee relationships. Association representatives shall notify the employer prior to entering 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 supervisor and such permission shall not be unreasonably withheld.

- (b) Permission to hold meetings on the premises shall, in each case, be obtained from the employer and such meetings shall not interfere with the operations of the employer.

### 3.07 Bargaining Unit Positions

- (a) Recognized vacant positions within the bargaining unit that have not been declared redundant will not be absorbed on a permanent basis by positions outside the bargaining unit.
- (b) Recognized vacant positions in the bargaining unit created as a result of secondment or temporary transfer of a bargaining unit employee will not be absorbed by management personnel.

## ARTICLE 4 MANAGEMENT RIGHTS

- 4.01 All functions, rights, powers and authority, including the scheduling of service, which are not specifically abridged, delegated, or modified by this Agreement, are recognized by the Association as being retained by the Employer.

## ARTICLE 5 EMPLOYEE RIGHTS

- 5.01 (a) Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to his permanent head.
  - (b) The Employer agrees that there will be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise by reason of age, creed, colour, national origin, sex, marital status, political or religious affiliation, physical disability or by reason of his membership in the Union.
- 5.02 The Employer and the Union recognize the right of all employees in the Public Service to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible, in accordance with Government's Personal Harassment Policy. The Employer and the Union agree to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined, as necessary. The Employer and the Union agree that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint.

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

Harassment of a sexual nature is unsolicited, one- sided and/or coercive behaviour which is comprised of sexual comments, gestures or physical contact that the individual knows, or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one time basis or a series of incidents, however minor. Both males and females may be victims.

Harassment of a personal nature is any behaviour that endangers an employee=s job, undermines performance, or threatens the economic livelihood of the employee, which is based on race, religion, religious creed, sex, marital status, physical or mental disability, political opinion, colour, or ethnic, national or social origin or Union status.

## **ARTICLE 6** **ASSOCIATION SECURITY**

- 6.01 All employees who are members of the Association at the time of signing of this Agreement shall remain members during the term of this Agreement, provided they continue to occupy a bargaining unit position.
- 6.02 All employees hired after the signing of this Agreement, shall, become and remain members of the Association, provided they continue to occupy a bargaining unit position.
- 6.03 An employee, upon employment to the Public Service, shall be provided with information in writing concerning:
- (a) duties and responsibilities;
  - (b) starting salary and classification;
  - (c) terms and conditions of employment.
- 6.04
- (a) No employee shall be temporarily or seasonally assigned outside the bargaining unit without his consent. An employee who is temporarily or seasonally assigned outside the bargaining unit may return to the bargaining unit subject to giving the Employer two (2) weeks' notice.
  - (b) Employees who are temporarily or seasonally assigned outside the bargaining unit shall continue to accumulate seniority and have access to the grievance procedure as if they were still covered by this Agreement.
  - (c) Employees who are temporarily or seasonally assigned outside the bargaining unit shall continue to pay Union dues.

6.05 Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that an Association Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Association Security and dues check off.

6.06 Interviewing Opportunity

A representative of the Association shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Association membership.

**ARTICLE 7**  
**CHECKOFF**

\*7.01 The Employer will deduct from the wages of all employees within the bargaining unit the amount of membership dues bi-weekly. The Employer will send a list to the Association bi-weekly showing the names of employees and the amount of contribution of each employee, and will make every reasonable effort to forward the amount of dues to the Association bi-weekly, but in any event will send the amount at least monthly.

7.02 The Employer agrees that when issuing T4 slips, the amount of membership dues paid by an employee to the Association during the current year will be recorded on his T4 statement.

7.03 The Association shall inform the Employer of any change in the membership dues from time to time, and any such change shall be implemented within thirty (30) days of notification.

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

8.01 Subject to Clauses 8.03 and 8.07, grievances shall be processed in the following manner:

Step 1:

With the exception of dismissal due to unsuitability or incompetence, as assessed by the Employer, of a probationary employee or a part-time or temporary employee with less than six (6) months' service and subject to Clauses 8.03 and 8.07, an employee who alleges that he/she has a grievance, shall first present the matter to his/her

immediate supervisor through his/her Shop Steward within five (5) days of the occurrence or discovery of the incident giving rise to the alleged grievance and an earnest effort shall be made to settle the grievance at this level.

In cases where an employee's immediate supervisor is his/her permanent head, the grievance may be submitted immediately at Step 3.

Step 2:

If the employee fails to receive a satisfactory answer within five (5) days of presenting the matter under Step 1, he/she may, within five (5) days present a grievance in writing to the second managerial level designated by the permanent head who will give the grievor a dated receipt. In instances where there is no second level of management other than the Director of Human Resources, the employee may submit his/her grievance at Step 3 within the prescribed time limits.

In the interest of expediency, the grievor, in conjunction with a shop steward, shall submit a written summary at the time of submitting the grievance at Step 2, on a without prejudice basis.

Step 3:

If the employee fails to receive a satisfactory answer to his/her grievance within five (5) days after the filing of the grievance at Step 2, he/she may, within a further five (5) days submit his/her grievance in writing to the Director of Human Resources who, for the purpose of investigating the grievance, shall form a committee consisting of four (4) persons, comprising an equal number of Employer and Union representatives. The Union shall appoint its two (2) representatives to the committee and advise the Employer. The Employer shall appoint two (2) representatives and notify the Union within ten (10) days of the names of the Employer representatives on the Grievance Committee. One of the Employer's representatives shall chair the meeting(s). The committee shall be entitled to interview such persons as it deems necessary for the investigation of the grievance and shall give its decision in writing to the grievor within ten (10) days of receipt of the grievance. The committee's report shall consist of the joint decision of the committee where the committee members agree to a solution. If the matter is not mutually resolved by the committee, then the Employer's representatives will send their position, along with a brief summary of the committee's deliberations, to the grievor, with a copy being sent to the Union.

8.02 If the grievance is still not satisfactorily settled by the foregoing procedure, or if it is of the type referred to in Clause 8.03, either party to this Agreement may submit the grievance to arbitration in accordance with Article 9.

8.03 In the case of dismissals and suspensions pending dismissal, the grievance may be submitted in the first instance at Step 3 of Clause 8.01.

- 8.04 With the exception of Step 1, replies to grievances at all other Steps of the Grievance Procedure will be in writing and dated receipts of grievances will be given.
- 8.05 A full time representative of the Union may be called in by the employee(s) at any Step of the Grievance Procedure. The grievor may be present during all Steps of the Grievance Procedure.
- 8.06 (a) The time limits specified in this Article may be extended, in writing, by mutual agreement of the parties.
- (b) An Arbitrator or Arbitration Board may extend the time limits of any step in the grievance procedure, notwithstanding the expiration of such time limits, where the Arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.
- 8.07 Employees shall have the right to grieve against suspensions and alleged unfair treatment on promotion or transfer and such grievances may be submitted in the first instance at Step 3 of Clause 8.01.
- 8.08 The settlement of a grievance without reference to arbitration shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, unless the settlement states otherwise.
- 8.09 (a) Policy Grievance
- Where a dispute arises involving a question of general application or interpretation of the Agreement, the Union may initiate a grievance and the parties may mutually agree to by-pass Steps 1 and 2 of this Article.
- (b) Union May Initiate Grievances
- The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3.
- (c) Where the Union has a grievance involving a question of general application or interpretation of the Agreement or where a group of employees has a grievance, the grievance may in the first instance be submitted at Step 3 of Clause 8.01.

8.10 An employee who is a member of the grievance committee referred to under Step 3 of Clause 8.01 and/or the grievor, shall not suffer any loss in pay for any time lost in processing complaints or attending grievance meetings. However, such an employee shall not leave his/her regular duties for the purpose of conducting business on behalf of the Union or to discuss any business in respect of grievances without first obtaining permission from his/her immediate supervisor. The employee shall notify his/her immediate supervisor when returning to duty.

8.11 Technical Objections to Grievances

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

8.12 Grievance Procedure

Where an employee grieves against a suspension which is subsequently changed to dismissal, then any Arbitration Board appointed to deal with the grievance shall have the jurisdiction to deal with the merits of the suspension or dismissal.

## **ARTICLE 9** **ARBITRATION**

9.01 Where a difference arises between the parties to or persons bound by this Agreement or on whose behalf it has been entered into and where that difference arises out of the interpretation, application, administration or alleged violation of this Agreement and including any question as to whether a matter is arbitrable, either of the parties may within fourteen (14) calendar days after exhausting the grievance procedure notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the person appointed to be an arbitrator by the party giving notice.

Notice in accordance with Clause 9.01 shall be sent to the Collective Bargaining Division as well as the applicable Department.

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

9.03 The party to whom notice is given under Clause 9.01 shall, within ten (10) calendar days after receipt of such notice, appoint an arbitrator and notify the other party of the name of the arbitrator.



- 9.04 The two (2) arbitrators appointed in accordance with Clauses 9.01 and 9.03 shall, within fourteen (14) calendar days after the appointment of the second of them, appoint a third arbitrator and these three (3) arbitrators shall constitute an arbitration board. The arbitrator appointed under this Clause shall be the Chairperson of the arbitration board.
- 9.05 If,
- (i) the party to whom notice is given under Clause 9.01 fails to appoint an arbitrator within the period specified in Clause 9.03, the Chairman of the Labour Relations Board shall, on the request of either party, appoint an arbitrator on behalf of the party who failed to make the appointment and such arbitrator shall be deemed to be appointed by that party; or
  - (ii) the two (2) arbitrators appointed by the parties under Clauses 9.01 and 9.03 fail to appoint a third arbitrator within the periods specified in Clause 9.04, the Chairman of the Labour Relations Board shall, on the request of either party, appoint a third arbitrator and these three (3) arbitrators shall constitute an arbitration board. The arbitrator appointed under this paragraph (ii) shall be chairman of the arbitration board.
- 9.06 Grievances that have been referred to arbitration that involve a dismissal shall be scheduled for arbitration within six (6) months of referral.
- 9.07 Both parties to a grievance shall be afforded the opportunity of presenting evidence and argument thereon and may employ counsel or any other person for this purpose.
- 9.08 If a party fails to attend or be represented without good cause at an arbitration hearing, the arbitration board may proceed as if the party had been present or represented.
- 9.09 The arbitration board shall render its decision on the grievance within twenty-five (25) days of the date on which the board is fully constituted.
- 9.10 The decision of the majority of the members of an arbitration board shall be the decision of the board. The decision of an arbitration board shall be signed by the members of the Board making the majority report.
- 9.11 The parties and the employees bound by this Agreement shall comply with these provisions for final settlement of a grievance and they shall comply with the decisions of an arbitration board appointed in accordance with these provisions and do or, as the case may be, abstain from doing anything required by that decision.

- 9.12 Each party required by this Agreement to appoint an arbitrator shall pay the remuneration and expenses of that arbitrator deemed to have been appointed by that party under Clause 9.04 and the parties shall pay equally the remuneration and expenses of the chairperson of the arbitration board.
- 9.13 The time limits set out in this Article may be extended, in writing, at any time by mutual agreement of both parties to the arbitration.
- 9.14 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 witness.
- 9.15 An aggrieved employee who is not on suspension and who has not been dismissed, and is required to appear before an arbitration board shall not suffer any loss in pay while participating in the arbitration proceedings.
- 9.16 An arbitration board may not alter, modify or amend any provisions to this Agreement but shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.
- 9.17 The parties may mutually agree to utilize alternative methods of dispute resolution to resolve grievances that have been referred to arbitration and are encouraged to do so. Sample terms of reference of several ADR processes are contained in Schedule G.

**ARTICLE 10**  
**HOURS OF WORK**

- \*10.01 (a) The hours of work for employees shall be in accordance with the established daily sailing schedule.
- (b) (i) The scheduled work day shall commence one half (1/2) hour before the printed schedule and end fifteen (15) minutes after the printed schedule.
- \*(ii) Effective one (1) month after the signing of the Collective Agreement and subsequently by September 15<sup>th</sup> and April 15<sup>th</sup> of each year with the exception of the St. Brendan's Service which will be by August 15<sup>th</sup> and April 15<sup>th</sup> of each year, the Employer will provide written notification to the Union and the Vessel of any changes to the EDSS for each respective service. These changes to the EDSS will not constitute any callbacks and/or overtime as per Articles 11 and/ or 12 if such changes do not result in an increase to the bi-weekly (weekly in the case of Bell Island) hours of work as outlined in L# 17.
- \*(iii) If written notice of changes to the EDSS is not provided to the Union and the Vessel by the dates specified in Article 10.01 (b)(ii), the existing EDSS for the summer/winter season will remain in effect.

For the purposes of this Article, with the exception of the Bell Island service, the summer and winter seasons are defined as:

Fogo/Farewell Service:

- Summer Schedule (May 15-October 15)
- Winter Schedule (October 16-May 14)

Ramea - Grey River - Burgeo Service:

- Summer Schedule (May 16-October 15)
- Winter Schedule (October 16-May 15)

St. Brendan's – Burnside

- Summer Schedule ( May 16 - September 15)
- Winter Schedule ( September 16 - May 15)

Green Bay

- Summer Schedule (May 15 - October 15)
- Winter Schedule (October 16 – May 14)

\*(c) (i) The shift rotation for the Marine Services, except Bell Island run, shall be fourteen (14) days on and fourteen (14) days off. Bell Island shall be seven (7) days on and seven (7) days off.

\*(ii) Implemented changes to the EDSS will not result in a reduction in the biweekly (weekly in the case of Bell Island) hours of work normally paid in the winter and summer seasons.

(d) The Employer will provide a meal hour each day for all Marine Services employees.

\*(e) (i) Employees required to work between the hours of 1600 on one day and 0800 the following day shall be paid a hourly shift differential in addition to their regular pay as per the following:

<u>Effective Date</u>	<u>Rate</u>
2013 11 13	\$2.30

- (ii) A Saturday and Sunday differential will be paid for each hour worked by employees between the hours of 0001 Saturday and 2400 hours Sunday at the following rate:

<u>Effective Date</u>	<u>Rate</u>
2013 11 13	\$2.55

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

- 10.02 Provided sufficient notice is given, an employee, with the approval of the Captain, may change shifts if there is no increase in cost to the Employer.
- 10.03 The Employer will endeavour to provide at least forty-eight (48) hours notice to the Union of anticipated unscheduled changes in the established daily sailing schedule in each affected service.

### **ARTICLE 11** **CALLBACK**

- 11.01 (a) An employee who is called back to work after he has completed his normal daily schedule and has left his place of work, shall be compensated for a minimum of three (3) hours at the applicable overtime rate referred to in Clause 12.04.
- (b) (i) Where the callback in 11.01(a) exceeds the three (3) hour minimum, the employee will receive additional compensation at the overtime rate for each additional hour worked in excess of the three hour minimum referred to in 11.01(a).
- (ii) Any additional trips which are scheduled outside of the established sailing schedule will be considered a call back. This provision does not apply to the Bell Island 10:30 p.m. trip where the current practise will continue.
- 11.02 An employee who is called back to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the three (3) hour minimum, receives only the benefit of the three (3) hour minimum the employee will be compensated for the actual time worked at the rate referred to in 11.01(b).
- 11.03 When an employee is recalled to work under the conditions in Clause 11.01 (a), he shall be paid the cost of transportation to and from his place of work at the appropriate mileage rate to a maximum of twelve dollars (\$12.00) for each callback.

**ARTICLE 12**  
**OVERTIME**

- 12.01 (a) This Article shall apply to all employees covered by this Collective Agreement.
- (b) All overtime shall be authorized by the Permanent Head or his designated representative.
- 12.02 (a) Subject to the provisions of 11.01, 11.02, 12.03 and 12.04, overtime rates of pay will not apply in situations where employees are required to perform overtime duties in connection with the extending or prolonging of the established daily sailing schedule.
- (b) Overtime rates will apply only in situations where extra trips are necessary beyond the established daily sailing schedule. No overtime compensation will be applicable for extra trips that occur during the established daily sailing schedule.
- \*12.03 In consideration of the hours worked by employees in excess of the hours contained in the established daily sailing schedule (EDSS) for their respective service and being available for callback to work for the duration of their weekly/bi-weekly shifts, employees will receive in lieu of any overtime pay, the sum of:
- | <u>Effective Date</u> | <u>Rate</u>         |
|-----------------------|---------------------|
| 2013 11 13            | \$4294.00 per annum |
- 12.04 Where an employee is required by the Employer to work on his scheduled day of rest, he will receive time and one half (1½) hours at the regular hourly rate for all time worked. The regular hourly rate is determined by dividing the employee's annual salary by 2,080.
- 12.05 The Employer may, upon the request of an employee, grant time off in lieu of compensation for compensable overtime worked or statutory holiday compensation at a rate specified in Clause 12.04. All time off shall be taken in two (2) week periods (Bell Island - one (1) week), unless the Employer and the employee agree otherwise. Employees who later decide to be paid for leave in lieu of overtime (LLO) shall notify the Employer in writing.
- 12.06 When an employee's regular shift is changed because of an employee initiated action (e.g. transfer request, job competition), straight time compensation will apply to any regular time worked by an employee during his off shift in order to facilitate his placement in a different shift schedule.

- 12.07 For the purpose of this Article, overtime shall be calculated in fifteen (15) minute units.

**ARTICLE 13**  
**STRIKES AND LOCKOUTS**

- 13.01 The Association agrees that during the life of this Agreement there shall be no strikes, suspensions or slow downs of work. The Employer agrees that there shall be no lockout during the term of this Agreement.

**ARTICLE 14**  
**HOLIDAYS**

- 14.01 (a) The following shall be designated holidays:
- (1) New Year's Day
  - (2) St. Patrick's Day
  - (3) Good Friday
  - (4) St. George's Day
  - (5) Commonwealth Day
  - (6) Discovery Day
  - (7) Memorial Day
  - (8) Orangeman's Day
  - (9) Labour Day
  - (10) Thanksgiving Day
  - (11) Armistice Day
  - (12) Christmas Day
  - (13) Boxing Day
  - (14) One additional day in each year that, in the opinion of the permanent head, is recognized to be a civic holiday in the area in which the employee is employed. If no civic holiday is provided, the employee shall be granted an additional day at a time to be determined by the permanent head.

14.02 Compensation for Work on a Holiday

Where an employee is required to work on a holiday designated in 14.01, he shall be compensated in addition to the pay he would be entitled to had he not worked on the holiday as follows:

- (a) Time off with pay at the rate of time and one-half (1 1/2) for each hour worked, at a time to be mutually agreed between the employee and his supervisor;

- (b) If time off is not granted on the basis of mutual agreement, within one (1) month of the scheduled holiday, the permanent head may designate when the time off is to be taken within a further one (1) month, or pay the employee at the rate of time and one-half (1 1/2) for all hours worked on the holiday.

14.03 Holiday Falling on the Day of Rest

- (a) When a calendar day designated as a holiday under Clause 14.01 coincides with an employee's day of rest, the employee shall receive one (1) days pay at straight time to compensate him for the holiday. The number of hours pay for this day shall correspond with the hours of work for the applicable holiday as contained in the printed schedule of the respective service. Where applicable, the number of hours will include any scheduled overtime in the printed schedule, which hours shall be compensated at time and one half (1½).
- (b) When a holiday falls on an employee's day of rest and he is required to work on such a holiday, he shall receive two (2) hours pay for each hour worked on that day in addition to his holiday pay. The employee may request time off in lieu of payment provided that such time off must be granted on the basis of two (2) hours off for each hour worked within two months of incurring the overtime. If such time off cannot be given within two months and at the convenience of the employee, he shall be paid at the applicable rate.

14.04 Effective the date of signing of this Agreement, the Employer will continue to operate marine vessels on statutory holidays and the pay of employees will not be reduced.

**ARTICLE 15**  
**ANNUAL LEAVE**

15.01 In consideration of the exigencies of the ferry operation, and the two week shift rotating referred to in Article 10, employees will receive the following combination of paid vacation and pay to a maximum of:

Vacation Time		
<u>Years of Service</u>	<u># of Weeks</u>	<u>Vacation Pay</u>
Up to ten (10) years	2	2%
From ten (10) to twenty-five (25) years	2	4%
In excess of twenty-five (25) years	2	6%

- (a) The Employer will endeavour to pay any vacation due to employees on the first payday in November.

- (b) With the prior approval of the permanent head, employees may elect to receive pay in lieu of vacation time.
- (c) If an employee chooses not to take his annual leave, he will be compensated in the same manner as if he had worked the regular shift.

15.02 The following provisions respecting annual leave shall apply:

- (a) No annual leave may be taken by an employee until he has not less than sixty (60) days of service prior to taking leave;
- (b) All vacation time may be taken in one (1) week periods at the option of the employee, provided such leave would not result in additional costs to the Employer and a relief person is available. Employees with less than one (1) week of vacation time will receive pay in lieu of vacation on a pro-rata basis or equivalent time off. It is not the intention of the parties to prevent employees from taking a normal vacation of more than one (1) week, if the employee desires.
- (c) Subject to 15.02(b), when an employee has had not less than sixty (60) days of service, he may anticipate annual leave to the end of the period of his authorized employment or to the end of the year concerned, whichever is the shorter period;
- (d) Part-time employees working more than 50% of the scheduled weekly hours of work shall be entitled to payment for annual leave in accordance with this Article on a pro-rata basis.

15.03 Annual leave shall not be taken except with the prior approval of the permanent head. However, subject to the operational requirements, the permanent head shall make every reasonable effort to grant the employee his annual leave at a time requested by the employee.

15.04 Subject to the requirements of the Ferry Operation, the permanent head will make every reasonable effort not to recall an employee to duty after he has proceeded on annual leave.

15.05 In respect of leave which may be carried forward to subsequent years, the following shall apply:

- (a) Annual leave accruing, pursuant to Section 520H.2(h)(1) of the Personnel Administration Procedures, to an employee appointed before the date of the coming into force of the Public Service (Leave) Order shall continue to accrue to his credit and may, subject to Clause 17.03, be taken by him at any time in addition to his current and accumulated annual leave.



- (b) An employee may carry forward to another year any proportion of annual leave not taken by him in previous years until, by so doing, he has accumulated a maximum of twenty one (21) days annual leave. The above accumulation is in addition to his current annual leave and annual leave accruing to him pursuant to sub-clause (a) hereof.
  - (c) Subject to Clause 15.03, the annual leave accumulated by an employee pursuant to sub-clause (a) hereof, may be taken by him at any time in addition to his current and accrued annual leave.
- 15.06 Subject to Clauses 15.07 and 20.04, an employee who has entered upon annual leave may not change the status of his leave to any other type of leave until he has used up all his current annual leave (exclusive of leave carried forward from previous years).
- 15.07 (a) An employee who becomes ill while on annual leave may change the status of his leave effective the date of notification to the Employer provided that the employee submits a certificate acceptable to the permanent head, signed by a qualified medical practitioner:
- (i) by the date the employee's approved annual leave period expires; or
  - (ii) where the period of illness is to extend beyond the expiration of the approved annual leave period at such intervals as the permanent head may require.
- The medical certificate shall state that during the period of his absence (which shall be stated on the certificate) he was unable to perform his duties and in addition the reason(s) for such absence should be given.
- (b) In the case of an employee who is admitted to hospital while on annual leave, he may change the status of his leave to sick leave with effect from the date he was admitted to hospital.
  - (c) The period of vacation so displaced in Clause 15.07(a) and (b) shall be reinstated for use at a later date to be mutually agreed.
- 15.08 Subject to Clause 15.02, in an incomplete year before resignation or retirement, an employee may receive a proportionate part of his annual leave pay for that year.
- 15.09 Sick leave awarded in accordance with Clause 16.04 or periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for annual leave purposes and the employee's period of service shall be noted accordingly.

- 15.10 Military service shall be recognized for annual leave purposes in accordance with the War Service (Pensions) Act, and service as a teacher recognized as pensionable service in accordance with the Public Service (Pensions) Act shall be recognized for annual leave purposes.

**ARTICLE 16**  
**SICK LEAVE**

- 16.01 (a) The number of days of sick leave with full pay which may be awarded to an employee, other than a part-time employee, at any time shall not exceed the figure obtained by multiplying his total months of service by two (2) and subtracting therefrom the number of working days of sick leave previously awarded to him, provided that the maximum number of working days of sick leave with full pay which may be awarded to an employee during any period of two hundred and forty (240) months of service shall not exceed four hundred and eighty (480) days in the aggregate.
- (b) Notwithstanding clause 16.01 (a), an employee hired after May 4, 2004 is eligible to accumulate sick leave at the rate of one (1) day for each month of service.
- (c) Notwithstanding clause 16.01 (a), the maximum number of days sick leave which may be awarded an employee hired after May 4, 2004 during any consecutive twenty (20) year period of shall not exceed two hundred and forty (240) days
- 16.02 For the purposes of Clause 16.01, an employee who receives full salary or wages in respect of not less than two-thirds (2/3) of the working days in the first or last calendar month of his service, computed in full or half days shall, in each case, be deemed to have had a month of service.
- 16.03 (a) Subject to Clause 16.05, when an employee has reached the maximum of the sick leave which may be awarded him in accordance with this Article, he shall proceed on special leave without pay.
- (b) Employees on special leave without pay shall continue to accumulate seniority except where they would have been otherwise laid off.

- 16.04 Where, in the opinion of the permanent head, it is unlikely that an employee will be able to return to duty after the expiration of his accumulated sick leave, he may be required by the permanent head to undergo a medical examination. If it appears from such examination that, in the opinion of a Medical Doctor acceptable to the permanent head it is unlikely that the employee will be able to return to duty, the employee may be retired effective when his accumulated sick leave has expired or at retirement age, and paid such pension award as he may be eligible to receive, and the employee shall be given notice in accordance with Article 22.
- 16.05 The permanent head may require an employee to submit a medical certificate during any period that an employee is on sick leave. In any event, sick leave in excess of three (3) consecutive working days at any time or six (6) working days in the aggregate in any year shall not be awarded to an employee unless he has submitted in respect thereof a medical certificate prior to or immediately upon his return to work, which is satisfactory to the permanent head of service.
- 16.06 Periods of special leave without pay in excess of twenty (20) working days in the aggregate in any year shall not be reckoned for sick leave purposes, and the employees' record of service shall be noted accordingly.
- 16.07 Sick leave shall not be granted to an employee who is on maternity leave or any other type of leave without pay.
- 16.08 Subject to Clauses 16.01 and 16.06, an employee who has had less than twelve (12) months of service may be awarded sick leave with full pay as follows:
- (a) (i) A temporary or probationary employee may, at any time during his first twelve (12) months of service, be awarded days of sick leave on full pay not exceeding the figure obtained by multiplying his total months of service by two and subtracting therefrom the number of working days of sick leave previously awarded to him.
  - (ii) A temporary or probationary employee hired after May 4, 2004 may, at any time during his first twelve (12) month of service, be awarded days of sick leave on full pay not exceeding the figure obtained by multiplying his total months of service by one (1) and subtracting the number of working days of sick leave previously awarded to him.
  - (b) Where a temporary or probationary employee is granted sick leave in excess of that earned in accordance with Clause 16.01 and the employee resigns or is terminated, the Employer reserves the right to recover an amount equivalent to the excessive leave granted.
- 16.09 The Employer shall provide each employee a copy of his sick leave records once each year.

**\*ARTICLE 17****MATERNITY LEAVE/ADOPTION LEAVE/PATERNITY LEAVE**

- 17.01 (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.
- (b) An employee is entitled to a maximum of fifty-two (52) 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.
- 17.02 (a) An employee may return to duty after giving his/her Permanent Head two (2) weeks notice of his/her intention to do so.
- (b) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- 17.03 (a) Periods of leave up to fifty-two (52) weeks shall count for seniority purposes, annual leave, sick leave, severance pay and step progression.
- (b) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of fifty-two (52) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- \*17.04 An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy or the birth of the child.
- 17.05 The Government will endeavor to provide child care services for its employees wherever possible.
- 17.06 While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through their Human Resource Division.
- 17.07 An employee returning from maternity leave may be exempt from standby and callback until the child is six (6) months old provided that other qualified employees in her work area are available.

**ARTICLE 18**  
**SPECIAL LEAVE**

- 18.01 (a) With the prior approval of the Employer, special leave may be awarded to an employee to enable him to participate in courses of training, either within or outside the Province. The duration of, and the rate of pay for special leave shall be subject to such terms and conditions as the Employer may see fit to prescribe.
- (b) Where the Employer requires an employee to take advanced or supplementary courses, the employee shall be awarded leave with pay, where required, under such terms and conditions as the Employer may prescribe. In any event, it shall not be less than the salary rates prescribed in the Collective Agreement.
- (c) With the approval of the permanent head, leave with pay may be awarded to an employee for the period of time required to write exams for education courses approved by the Employer.
- (d) Where the Employer determines that employees require further training, it is agreed that as much assistance as practical, in consideration of cost and time constraints, will be given to employees who desire further training.
- (e) (i) Subject to operational requirements and availability of qualified replacement staff, an employee shall be granted unpaid educational leave of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority.
- (ii) An employee who is on education leave under clause 18.01 (e) (i) shall be entitled to Group Insurance benefits as per the provisions of the Plan provided that the portion of premiums normally paid by the Employer on behalf of the employee will be paid by the employee.
- (f) Where advanced training is prescribed by Federal regulation through Transport Canada, and where employees are required to avail of such training to maintain their certification, the Employer agrees to pay employees:
- (i) 50% of the cost of tuition, including required textbooks;
- (ii) 50% of the cost of accommodations;
- (iii) mileage and meals in accordance with Article 34 of this Agreement.
- (g) Time off to attend such training will be granted in accordance with Article 18.01 (b).

18.02 With the prior approval of the permanent head, special leave without pay may be granted in exceptional circumstances to an employee, provided that the employee has no current, accrued or accumulated leave available to him.

18.03 Subject to the approval of the permanent head, an employee may be granted special leave with pay not exceeding three (3) days a year to attend to the temporary care of sick family member; needs related to the birth of the employee's child; medical or dental appointments for dependent family members; meetings with school authorities or adoption agencies; needs related to the adoption of a child; or home or family emergencies.

18.04 Extended Unpaid Leave

- (a) Upon written request, a permanent employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled to up to a maximum of twelve (12) months of unpaid leave for each two (2) years of service, with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks.
- (b) While on such leave employees shall continue to accumulate service for seniority purposes only, unless they would have otherwise been laid off.
- (c) An employee will not be granted unpaid leave to take another position with the same Employer whether inside or outside this bargaining unit.

18.05 Unpaid Leave

Subject to operational requirements and availability of qualified replacement staff, where required, the Employer agrees to provide employees with one (1) month of unpaid leave while granting service credits for seniority purposes, provided that the employee would not have been laid off during the period of unpaid leave. The month of unpaid leave does not necessarily have to be taken consecutively, but cannot be taken in amounts of less than two (2) days at a time.

- 18.06 (a) The Employer shall grant leave with pay to an employee who serves as a juror or who is required to attend jury selection.

- (b) Employees shall be entitled to leave with pay when subpoenaed by a board or authority legislatively entitled to issue a subpoena to appear as a witness on matters related to his/her employment with the Employer provided that the Employer is satisfied that the employee acted within the scope of his/her employment.

**ARTICLE 19**  
**LEAVE - GENERAL**

- 19.01 (a) An employee with a governmental or quasi-government board or commission created by statute or established by the Lieutenant-Governor in Council or with a hospital not operated by Government who transfers from such board, commission or hospital without break or with a break of less than thirty (30) calendar days, shall be permitted to transfer the annual leave and sick leave remaining to his credit.

- (b) Portability of Benefits

Employees who are accepted for employment with another Employer or same Employer covered by Schedule "F" within one hundred and twenty (120) calendar days of resignation shall retain portability respecting (120 Maximum):

- (a) accumulated sick leave credits;
- (b) accumulated annual leave entitlements; and
- (c) service for severance pay.

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

- 19.02 In the event that an employee's service is extended beyond the statutory retirement age, he shall continue to be eligible during such period of extension for the same leave awards as were available to him prior to attaining the age of retirement, and such extended service shall be eligible for inclusion in the calculation of the employee's leave awards under this Agreement.

- 19.03 In the event that an employee is, with the approval of the Lieutenant-Governor in Council, seconded for duty outside the Government of Newfoundland and Labrador, the period of his secondment shall be deemed to be service within the meaning and intent of this Agreement.

**ARTICLE 20**  
**BEREAVEMENT LEAVE**

- 20.01 Subject to Clause 20.02, an employee shall be entitled to bereavement leave with pay as follows:
- (a) In case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, or near relative living in the same household, three (3) consecutive days; and
- For the purpose of this Article, a "common-law spouse" relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person of the opposite or same sex, publicly represented that person to be his/her spouse and lives and intends to continue to live with that person as if that person were his/her spouse.
- (b) In the case of his son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) day.
- 20.02 If the death of a relative referred to in Clause 20.01(a) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) consecutive working days for the purpose of attending the funeral.
- 20.03 In cases where extraordinary circumstances prevail, the permanent head may, at his discretion, grant special leave for bereavement up to a maximum of two (2) consecutive working days in addition to that provided in Clauses 20.01 and 20.02.
- 20.04 If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.

**ARTICLE 21**  
**TIME OFF FOR ASSOCIATION BUSINESS**

- 21.01 Subject to Clause 21.03, upon written request by the Association to the permanent head, and with the approval in writing of the permanent head, leave with pay shall be awarded to an employee as follows:
- (a) In the case of an employee who is a member of the Provincial Board of Directors of the Association or an elected delegate of a recognized unit of the Association and who is required to attend the Biennial Convention of the Association, the Newfoundland and Labrador Federation of Labour and Component Conventions within the Province, leave with pay not exceeding three (3) days in any year for each of the above Conventions, except that



where a Component Convention and the Biennial Convention are held in the same year, leave with pay not exceeding two (2) days may be awarded for the purpose of attending the Component Convention.

- (b) In the case of an employee who is a member of the Provincial Board of Directors of the Association and who is required to attend meetings of the Association within the Province, leave with pay not exceeding three (3) days in any year.
- (c) In the case of an employee who is a member of the Provincial Executive of the Association and who is required to attend meetings of the Association within the Province leave with pay not exceeding three (3) days in any year.
- (d) In the case of an employee who is a member of the Provincial Board of Directors of the Association or a delegated representative and who may wish to attend meetings of the C.L.C. or N.U.P.G.E., leave with pay not exceeding five (5) days in any one year. The permanent head may grant additional leave without pay for this purpose.
- (e) Subject to the approval of the permanent head, additional leave without pay may be granted for attending to Association business.

21.02 Subject to Clause 21.03, with the approval of the permanent head, leave with pay shall be awarded to employees who are members of negotiating committees while they are attending actual negotiating sessions on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit. The Association shall notify the permanent head of the employees affected prior to the commencement of negotiations and employees shall in all instances give prior notice of absences from work to their immediate supervisors and such notice shall be given as far in advance as possible.

21.03 Leave referred to in 21.01 and 21.02, if approved, will be with the understanding that the Employer will not be unduly inconvenienced and the operation of the service will not be disrupted or adversely affected.

**ARTICLE 22**  
**TERMINATION**

- 22.01 Subject to Clause 22.09, upon termination of service for any cause other than dismissal:
- (a) An employee shall receive the pay for all current annual leave not taken by him prior to the date of termination of his services plus pay for his accumulated and accrued annual leave up to a maximum of twenty (20) days, or if entitled under sub-clause 15.05(b)(ii), to a maximum of twenty-five (25) days, not taken by him prior to the date of termination of his service; or
  - (b) The employee shall receive four percent (4%) of the salary (excluding overtime) earned by him on completion of each twelve (12) months of employment or on the termination of his employment, whichever is the shorter period. This provision shall apply only in cases where the calculations of annual leave entitlement under Article 15 and paragraph (a) above yields less than four percent (4%) of the salary (excluding overtime) earned by the employee in the period.
- 22.02 The Employer will endeavour to make all monies owing to the employee available to the employee on the termination date of his employment.
- 22.03 Except in the case of dismissal for cause, thirty (30) calendar days' notice, in writing, shall be given to permanent employees who are to be laid off or whose services are to be terminated. If such notice is not given, a sum of equal to one month's salary will be paid to such employees in lieu of notice. In the event of layoffs, employees shall be laid off in accordance with Article 28 - Seniority.
- 22.04 Except in the case of dismissal for just cause, ten (10) calendar days notice, in writing, will be given temporary, part-time and seasonal employees who are to be laid off or whose services are to be terminated, provided that such employees are not hired for a specified time period. If appropriate notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- 22.05 Permanent employees shall give the permanent head thirty (30) calendar days' written notice, and seasonal, temporary and part-time employees shall give ten (10) calendar days written notice of intention to terminate employment.
- 22.06 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.
- 22.07 The period of notice may be reduced or eliminated by mutual agreement.
- 22.08 When an employee is to be pensioned for health reasons, he shall be given notice in accordance with this Article.

- 22.09 Where an employee fails to give notice as stipulated in Clause 22.05 of this Article, the Employer reserves the right to withhold payment for any annual leave in excess of that prescribed by the Labour Standards Act, 1977, provided that in no case shall the penalty exceed the number of days by which the period of notice was reduced.
- 22.10 An employee will receive his separation certificate within five (5) days of the date of termination of employment.
- 22.11 Notwithstanding the other provisions of this Article, in cases where an employee has received notice of layoff, and the Employer determines that the employee's services are required beyond the effective date of the layoff notice for a period not to exceed twenty-one (21) days, no further notice of layoff is required; however, the employee shall be guaranteed work on a weekly basis, i.e. seven (7) days at a time.
- 22.12 Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of a subsequent bumping by a redundant permanent employee, and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment, as per Schedule "E".

Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly. Employees who are reemployed with any Employer covered by the coalition negotiations shall be required to pay back part of any severance pay/pay in lieu notice they received. The amount they have to pay back shall be based on the length of time they have been out of the employment from the Employer covered by the coalition negotiations. The amount repaid will be based on the net amount received by the employee and/or the amount paid to a financial institution on behalf of an employee.

### **ARTICLE 23**

#### **TEMPORARY ASSIGNMENT**

- 23.01 Temporary assignment means the assignment of an employee by the permanent head to a classification outside his regular classification on an interim basis:
- (a) during the absence of the regular employee for any reason;
  - (b) where a position becomes vacant or a new position is created before a regular employee has been named.

- 23.02 With respect to vacancies of the type referred to in Clause 23.01(b), after the Employer has determined that the position will be filled, then the vacancy shall be posted within one (1) month and every reasonable effort will be made to fill these positions within one (1) month after the posting of the position.
- 23.03 (a) On temporary assignment to a higher classification, an employee shall be reimbursed in accordance with Article 29 - Promotion - for the full period of the temporary assignment provided the employee has occupied the position for one full working day.
- (b) An employee on temporary assignment to a lower classification shall retain his regular rate with appropriate salary adjustments which may have been awarded during the temporary assignment.
- 23.04 A temporary assignment shall cease when the former employee of the position returns to duty, when a person has been appointed to the position in accordance with Clause 23.02, and the employee shall be returned to his former position and salary with appropriate adjustments made for any salary increases granted in the interim.
- 23.05 All temporary assignments shall be in writing to the employee stating the nature of the assignment.
- 23.06 (a) All temporary assignments to a higher classification within this bargaining unit shall be on the basis of seniority within the headquarters area, provided the senior employee possesses the required qualifications for the position and is capable of performing the work.
- (b) The senior employee referred to in 23.06 (a) above shall be placed on trial for a period of one (1) on-shift or the length of the temporary assignment, whichever is the lesser period. Conditional on satisfactory service of a total of one on-shift in such temporary assignment(s), the Employer shall confirm the employee's ability to serve in such assignment(s). In the event the Employer determines the senior employee is unsatisfactory in the position during this time period, or if the employee is unable to perform the duties of the position, he shall be returned to his former position.

#### **ARTICLE 24** **CONTRACTING OUT**

- 24.01 The Employer shall continue present practice in providing continued employment in the public service of employees who would otherwise become redundant because the work is contracted out.
- 24.02 Where employees will be affected as in 24.01 above, the Association shall be given six (6) weeks' notice of the Employer's intention to contract out.

**ARTICLE 25**  
**CLASSIFICATION**

- 25.01 Employees shall be notified, in writing, of any changes in their classification.
- 25.02 The Classification Appeal Board shall carry out its functions in accordance with the Classification Review and Appeal Board Procedures as set out in Schedule "B".
- 25.03 When an employee feels that his position has been unfairly or incorrectly classified, the employee may submit a request for review in accordance with the procedures outlined in Schedule "B".
- 25.04 Classification decisions arising out of an employee's request for review or appeal shall be retroactive to the date the request was first received by the Classification, Organization and Management Division of Treasury Board.

**ARTICLE 26**  
**INJURY ON DUTY**

- 26.01 (a) All employees shall be covered by the *Workplace Health, Safety and Compensation Act*.
- (b) An employee who is unable to perform his/her duties because of a personal injury received in the performance of his/her duties shall report the matter to his/her Supervisor and submit an account of the accident using the prescribed form as soon as possible. An employee's claim will not be delayed where the prescribed form is not immediately provided to the employee through the Supervisor.
- (c) An employee who is unable to perform his/her duties because of a personal injury received in the performance of his/her duties shall be immediately placed on Injury on Duty Leave and receive compensation in accordance with the provisions of the *Workplace Health, Safety and Compensation Act*. If the claim is subsequently denied by the Workplace Health, Safety & Compensation Commission, the employee may access other available benefits including sick leave and annual leave.
- 26.02 (a) In the event that the employee dies as a result of an injury received in the performance of his/her duties, his/her estate shall receive all death benefits owing to the employee in accordance with the provisions of the *Workplace Health, Safety and Compensation Act*, in addition to any benefits he/she would be eligible for under the Public Service Pensions Act.

- (b) In the event that an employee becomes:
  - (i) permanently disabled; or
  - (ii) incurs a recurring disability

as a result of an injury received in the line of duty, the case shall be submitted to the permanent head for determination of the benefits which may be due to the employee. In any case, the benefits shall not be less than those due had the employee been covered under Workers Compensation.

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*.

- 26.03 In the event that an employee is placed on Injury on Duty leave and/or Workers' Compensation as a result of an injury received on duty, he will not accrue seniority or any other benefits during any period when he would normally have been off. However, the employee shall be recalled in accordance with Article 28.04 (c) and placed on Injury on Duty Leave for the period of recall if he is still certified by the Workplace Health, Safety & Compensation Commission as being unable to return to work.
- 26.04 (a) An employee confirmed as being unable to perform the regular duties of his/her classification as a result of injury on duty will be employed in other work he/she can do provided a suitable vacancy is available and provided that the employee is qualified and able to perform the duties required. Where a suitable vacancy is available the rate for the new position shall apply.
- (b) Where a suitable vacancy is not available, the incapacitated employee retains the right to displace a less senior employee in another classification who occupies a position which the incapacitated employee is qualified and able to fill. Where an incapacitated employee advises the Permanent Head in writing of his/her intention to exercise his/her right to displace a less senior employee, the incapacitated employee will be deemed to have been given notice of lay-off effective from the date he/she was confirmed as being unable to perform the regular duties of his/her classification. Accordingly, the right to displace a less senior employee in another classification shall be exercised as per the provisions of Article 28, Seniority.
- 26.05 The Employer determines whether its employees will be covered directly by the Workplace Health, Safety and Compensation Commission or indirectly through a "self-insured" arrangement. Benefits under either arrangement are to be in accordance with the provisions of *Workplace Health, Safety and Compensation Act*.

**ARTICLE 27**  
**PROTECTIVE CLOTHING**

- 27.01 (a) Safety hats and other safety equipment such as glasses shall be provided free of charge where it is required by the Employer in accordance with safety regulations.
- (b) Employees who are required to wear safety boots or safety shoes in accordance with safety regulations will be reimbursed to a maximum of \$100.00, upon presentation of suitable invoices. This amount will be reimbursed for each twelve (12) months of service with the Department, or every third season, whichever is sooner, for seasonal employees.
- 27.02 The Employer will supply Engine Room Personnel and persons required to perform Deck Hand duties with the following items of clothing per twelve (12) month period:
- (a) 4 pairs of coveralls (2 regular) (2 insulated)  
 (b) 1 set of rainwear  
 (c) 6 pairs of rubber gloves  
 (d) 4 pairs of leather palm gloves  
 (e) 2 sets of whites (pants, shirt, apron)
- Each vessel will be supplied with two (2) Floater Jackets which may be replaced if deemed necessary by the Employer upon inspection.
- 27.03 Employees covered by this agreement will be provided with one winter parka every two (2) years.
- 27.04 The items provided in Clauses 27.01, .02 and .03 may be replaced at any time if deemed necessary by the Employer upon inspection.

**ARTICLE 28**  
**SENIORITY**

- 28.01 Definition of Seniority  
 For the purpose of this Article, an employee shall mean a person employed in the Marine Services Division of the Province of Newfoundland and Labrador. Subject to Clause 28.07, seniority shall mean the total amount of time worked in the Marine Services Division in a position on the Marine Services Salary Scale. Where two (2) employees have worked the same amount of time, the employee with the earlier starting date of employment shall be the senior employee. For the purposes of this Article, seniority shall be defined to be a maximum of 2, 184 hours per annum, or a pro-rata amount for less than full-time employees, exclusive of banked hours.

- 28.02
- (a) The Employer will post public service vacancies for the Marine Services Division in readily accessible places on all vessels for a minimum of twenty-one (21) days in order that all employees will have an opportunity to know about such postings and be able to make application therefore;
  - (b) No position will be filled by outside applicants before the applications of present employees have been considered;
  - (c) The notice of posting shall contain the following information: classification title, summary of duties, minimum qualifications of the position, and the applicable wage rate or range.
  - (d) A permanent employee who obtains a temporary position shall retain his/her permanent status and revert to his/her former position upon completion of the temporary work.
- 28.03 Whereas the parties recognize:
- (a) opportunity for promotion should increase with length of service:
  - (b) the parties therefore agree that, in evaluating candidates who have been recommended by the Public Service Commission for promotion, the permanent head shall consider three criteria: qualifications, ability and seniority.
  - (c) where the recommended candidates are evaluated as being relatively equal, the senior recommended candidate shall be selected for appointment.
  - (d) an employee who has completed his probationary period and is promoted, voluntarily demoted, or voluntarily transferred within the bargaining unit shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of two (2) months. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority. The parties may mutually agree, in writing, to extend the trial period. Where the Employer and the Union agree, the employee may revert to his former position prior to the completion of the trial period.
- 28.04
- (a) For purposes of Lay-off, Recall and Bumping, employees shall be ranked in a single group.



(b) Layoff Procedure

Where a Department determines that a layoff is required within a headquarters area, the employees in the Department and headquarters area and classification affected by the layoff, who have the least seniority, shall be the first employees laid off provided that the employees who would be retained in accordance with this procedure are qualified and able to perform the duties required.

(c) Recall Procedure

- (i) An employee will retain his recall rights to his original headquarters area. Employees may only change their headquarters area through job competition.

Notwithstanding clause 28.04 (c) (ii), where a department determines that a recall is required within a headquarters area (an employee's headquarters area, for the purpose of recall, shall be the original headquarters area from which he was laid off), the employees in the Department and headquarters area and classification affected by the recall who have the most seniority shall be the first employees recalled, provided that the employees who would be recall in accordance with this procedure are qualified and able to perform the duties required.

- (ii) For the purpose of this Article, when a swing vessel is operating in the regular headquarters area of another vessel and the Employer determines that a recall is required, the employee in the headquarters area of the swing vessel will be recalled in accordance with the procedure outlined in 28.04 (c) (i).
- (iii) An employee who has bumped into a service other than his headquarter's area may decline a recall to his headquarter's area unless the period of recall is greater than one shift (7 or 14 days, depending on the service), provided an alternate qualified employee is available for recall and provided such action does not result in additional cost to the Employer.

(d) (i) Bumping Procedure

An employee who is to be laid off in accordance with Clause 28.04 (b), or who is not recalled when a recall occurs within his headquarters , shall have the option to bump, provided the employee is qualified and able to perform the duties required, as follows:

- (a) he shall bump a less senior employee who has the least seniority in a classification covered by this agreement on the on-shift within the headquarters area (as defined by the Department); or

- (b) he shall bump a less senior employee in a classification within the bargaining unit who has the least seniority on an on-shift.
- (c) For the purposes of this article, an employee who by exercising his bumping rights displaces an employee on the opposite shift will receive straight-time overtime with no compensatory time off or credit for seniority of the shift.
- (d) Employees who exercise their option to bump in accordance with this Article shall notify the Employer in writing as early as possible on approved forms prescribed by the Employer.
  - (ii) The employee who is bumped in accordance with this procedure shall be deemed to have been given notice of layoff with effect from the date that the employee who bumped him was given notice of layoff.
  - (iii) The employee who is bumped from a recall in accordance with this procedure shall be deemed not to have been recalled.
  - (iv) An employee who changes his classification as a result of this procedure shall be paid at the same step on the scale for his new classification as he was being paid in his previous classification.
  - (v) An employee may change his headquarters area and/or his classification as a result of his exercising his bumping rights under this sub-clause 28.04(d). For the purposes of recall, the Department will be required to recall the employee as if he did not exercise his bumping rights. For the purposes of layoff, the Department will be required to issue notice of layoff to the employee in accordance with the classification and headquarters area in which he is currently employed.
  - (vi) An employee who chooses to bump another employee in accordance with this procedure, must exercise that right either before the date he would otherwise be laid off (excluding cases where payment in lieu of notice is given, in which case the prescribed notice period will apply) or within 10 days of the occurrence of a recall within his headquarters area and/or bargaining unit.
  - (vii) An employee whose scheduled hours are reduced will be entitled to exercise his/her bumping rights as if he/she were laid off.

Seasonal variations in the established daily sailing schedule shall not constitute a reduction in hours for the purpose of this Article.

28.05 Effective January 1 of each year, the employer shall post on the bulletin board a seniority list showing the name, classification, date of appointment and actual amount of days worked of all employees in the bargaining unit. A copy of this list will be sent to the office of the union.

28.06 Recall in the Same Classification

When an employee is recalled to work in the same classification or position, he/she will receive not less than that received prior to layoff, plus any salary adjustments to that classification or position made during layoffs, except where the layoff exceeds two (2) years.

28.07 Loss of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose his seniority in the event:

- (a) he is discharged for just cause and is not re-instated;
- (b) he resigns in writing and does not withdraw his letter of resignation within five (5) calendar days of its submission provided the employee gave notice in accordance with Clause 22.05;
- (c) he is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible;
- (d) he is a permanent employee on layoff and who fails to return to work within fourteen (14) calendar days following notice of recall by registered mail for permanent employment at the same FW level and with the same hours of work, provided he is qualified, unless he cannot return because of sickness or other just cause. Also upon receipt of notice of recall for permanent employment, if the permanent employee fails to notify the Employer of his intentions within two (2) calendar days excluding weekends and holidays.

It is the responsibility of the employee to keep the Employer informed of his current address. A permanent employee recalled for casual work or employment of short duration at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work. Upon receipt of notice of recall, the employee shall, within two (2) days, excluding weekends and statutory holidays, notify the Employer of his intentions;

- (e) he is laid off for a period longer than two (2) years;
- (f) temporary employees refusing recall into a position on the same pay range level or higher pay range level if the employee is qualified unless through sickness or other just cause.

28.08 A second Engineer (3rd Class) who has been issued notice of layoff shall have the right to bump the least senior Chief Engineer (3rd Class) covered by this Agreement, provided he previously held that position and has accumulated more seniority.

### **ARTICLE 29** **PROMOTION**

29.01 On promotion of an employee to a higher pay range, his rate of pay will be established at the nearest step in the new scale which exceeds his existing rate by at least five percent (5%), but not to exceed the maximum of the new scale.

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

29.03 When an employee is required to attend an employment interview and/or examination by the Public Service Commission or by a Departmental Selection Board, he shall be awarded time off with pay, subject to the exigencies of the ferry operation, in the amount that is needed for the purpose of attending the interview and/or examination. Also, such employees shall be entitled to reimbursement of reasonable expenses necessarily incurred by him in attending such interview and/or examination in accordance with the rules prescribed by the Newfoundland Treasury Board.

29.04 Upon request, an unsuccessful applicant for a vacancy will be informed of the reason why he/she was unsuccessful and/or the name and classification of the successful applicant.

### **ARTICLE 30** **DEMOTION**

30.01 If an employee is voluntarily demoted, his pay will be established at a rate which does not exceed his present rate. If his present rate falls between two steps, his salary will be adjusted to the lower of the two.

30.02 If an employee is involuntarily demoted, his rate of pay shall not be reduced.

30.03 The provision of this Article shall not apply in respect of demotion for disciplinary reasons.

- 30.04 When an employee has to seek, or accept, a change in classification because of health condition or lighter work because of advancing age, when recommended by a qualified medical practitioner, such movement will be considered as a voluntary demotion or a promotion, whichever the case may be. Such a movement will only be possible if an appropriate vacancy exists. Subject to Clause 28.07 (Seniority), the employee will retain his seniority.

**ARTICLE 31**  
**TECHNOLOGICAL CHANGE**

31.01 Advance Notice

Before the introduction of any technological change or new method of operation which affects the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change.

31.02 Consultation

Any such change shall be made only after the Union and the Employer have discussed the matter. The discussion shall take place within twenty-one (21) days of the Employer's notification to the Union.

31.03 Attrition Arrangement

No employee will be laid off because of technological change or new method of operation unless such 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.

31.04 Income Protection

An employee who is displaced from his job by virtue of technological change or new method of operation will suffer no reduction in normal earnings unless such employee has refused, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required to prevent displacement.

31.05 Transfer Arrangements

An employee who is displaced from his job by virtue of technological change or new method of operation will be given the opportunity to fill other vacancies according to seniority, ability and qualifications.

31.06 Training Benefits

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Employer, be given a reasonable period of time, in the opinion of the Employer, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee.

31.07 No New Employees

No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation until the employee(s) already working and affected by the change have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment as provided for in Clause 31.06.

**ARTICLE 32**  
**DISCIPLINE**

- 32.01 Any employee who is suspended or dismissed shall within seven (7) calendar days of such suspension or dismissal be provided with written notification which shall state the reasons for the suspension or dismissal.
- 32.02 All dismissals, suspensions and other disciplinary action shall be subject to the formal Grievance Procedure as outlined in Article 8, if the employee so desires.
- 32.03 The Employer shall notify an employee in writing of any dissatisfaction concerning his work within seven (7) calendar days of the event of the complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his record for use against him at any time. This Clause shall apply in respect of any expression of dissatisfaction relating to his work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.
- 32.04 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have, at their request, a representative of the Union attend the meeting.

- 32.05 (a) Employees shall have the right, at any time, to have the assistance of a full time representative(s) of the Union on all matters relating to Employer/employee relations. Union representatives shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussion or investigation of grievance shall not absent themselves from work except with permission from their Supervisor and such permission will not be unreasonably withheld.
- (b) Employees shall have the right to have a Shop Steward present on all matters relating to Employer/employee relations.
- 32.06 If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from his/her place of employment, it shall be with pay.

**ARTICLE 33**  
**PERSONNEL FILES**

- 33.01 A copy of any document placed on an employee's personnel file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee, who shall acknowledge having received such document by signing the file copy.
- 33.02 Any such document shall be removed from the personnel file of the employee and destroyed after the expiration of two (2) years provided there has not been a recurrence of a similar incident during that period.
- 33.03 An employee shall, at any reasonable time, be allowed to inspect his personnel file and may be accompanied by a representative of the Association, if he desires.
- 33.04 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to acknowledge receipt of the assessment form in question. When as a result of this assessment, the performance of an employee is judged to have been unsatisfactory; the employee may present a grievance in accordance with Article 8.

**ARTICLE 34**  
**TRAVEL ON EMPLOYER'S BUSINESS**

\*34.01 For each full day on travel status, the maximum rate allowable for meals inclusive of taxes and gratuities shall be as follows:

	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>	<b>Total</b>
<b>NL</b>	\$8.00	\$14.00	\$21.70	\$43.70
<b>Other Provinces</b>	\$10.15	\$16.40	\$23.65	\$50.20
<b>US</b>	\$10.15	\$16.40	\$23.65	\$50.20
<b>Other</b>	\$11.25	\$17.95	\$26.00	\$55.20

34.02 Employees who are authorized to use their own cars while travelling on business for the Employer shall be reimbursed in accordance with the Memorandum of Agreement RE: Kilometre Rate Adjustment Formula (NAPE). For the purposes of this Article, the reimbursement rate shall be 31.5¢/km.

34.03 An employee is entitled to claim an incidental expense for each night of overnight travel status as follows:

<u>Effective Date</u>	<u>Rate</u>
2000 04 01	\$5.00 per night

34.04 An employee on overnight travel status shall be reimbursed for the cost of one personal long distance telephone call, not exceeding five (5) minutes in duration, for each day the employee is on overnight travel.

34.05 (a) For the purpose of this Article, "travel time" means travel on the Employer's business authorized by the permanent head, for an employee by land, sea or air between his headquarters area, as defined by the Collective Agreement, and a location outside his headquarters area and between locations outside his headquarters area, to perform duties assigned to him by the permanent head and during which the employee is required to travel outside his normal scheduled work period.

(b) "Travel time" and the method of travel shall require the prior approval of the permanent head.



- (c) (i) When the method of travel is set by the permanent head, compensation for "travel time" shall be paid for the length of time between the employee's departure from any location and his arrival at his place of lodging or work, whichever is applicable, at his authorized destination.
- (ii) An employee may, with the prior approval of his permanent head, set his own travel arrangements. The compensation payable may not, however, in any case, be greater than if the travel arrangements had been set in accordance with Clause 34.05(c)(i).
- (d) Subject to Clause 34.05(c), an employee who is required by the permanent head to engage in "travel time" shall be compensated at straight time rates for all "travel time" provided that the maximum amount claimable in any one day does not exceed a regular day's pay.
- (e) Travel time is to be compensated as follows:
  - (i) For travel by air, sea, rail and other forms of public transportation, the time between the scheduled time of departure and the scheduled time of arrival at a destination plus one-half (1/2) hour.
  - (ii) For travel by personal or government vehicle, the time required to proceed from the employee's place of residence or work place as applicable, directly to destination, and upon his return directly back to his residence or work place.
  - (iii) This Clause does not apply to employees who are required to move the vessel from one port to another but will be reimbursed in accordance with the applicable provisions of the Collective Agreement.

For the purpose of this sub-clause, travel time compensation will be based on one (1) hour for each seventy-two (72) kilometers to be travelled.
- (f) Notwithstanding any provisions in Clause 34.05, compensation will not be paid:
  - (i) to employees whose "travel time" during any three (3) month consecutive period does not exceed fifteen (15) hours; or
  - (ii) for travel in connection with transfers, educational courses, training sessions, conferences, seminars or employment interviews.
- (g) For the purpose of this Article, "headquarters area" means an area within a radius of twenty (20) kilometres from an employee's headquarters.

(h) Effective 1990 04 01, the meal allowance shall not be reduced during periods when an employee is on travel status.

34.06 Employees who provide their own accommodations while travelling on the business of the Employer will be compensated as follows:

<u>Effective date</u>	<u>Rate per night</u>
1999 04 01	\$25.00

### **ARTICLE 35** **SAFETY AND HEALTH**

35.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment.

35.02 Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer.

35.03 It is mutually agreed that the Employer, the Union and the employees shall co-operate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.

35.04 To remove any uncertainty, it is agreed that Section 49 (2) of the Occupational Health and Safety Act, 1978 shall apply to this collective agreement.

35.05 The mandate of Occupational, Health and Safety Committees shall be expanded to include environmental issues.

### **ARTICLE 36** **RELOCATION EXPENSES**

36.01 An employee who is required by the Employer to relocate from one geographic location to another shall be eligible for relocation expenses in accordance with the Relocation Procedures.

### **ARTICLE 37** **GROUP INSURANCE**

37.01 The Group Insurance Plan presently in effect shall remain in effect during the term of this Agreement.

37.02 The Employer will pay 50% of the premiums of the Insurance Plan and the employees will pay 50%.

- 37.03 Seasonal employees shall have the right to continue coverage during layoff through direct payments of 100% of the premiums of the Insurance Plan.
- 37.04 A summary of the general provisions and benefits of the Plan is appended to the Agreement as Schedule "C".

**ARTICLE 38**  
**JOINT CONSULTATION**

- 38.01 The Employer agrees to consult with the Association about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

**ARTICLE 39**  
**ACCESS AND SHOP STEWARDS**

- 39.01 The Employer agrees that access to its premises may be allowed to persons permanently employed by the Association for the purpose of interviewing an Association member and such interview shall not interfere with the operations of the department concerned.
- 39.02 Permission to hold meetings on the premises of the Employer shall, in each case, be obtained from the permanent head and such meetings shall not interfere with the operations of the department concerned.
- 39.03 The Employer agrees to recognize shop stewards appointed by the Association. The number of shop stewards shall be mutually agreed upon by the Association and the Employer.
- 39.04 The Association shall inform the Employer of the names of all shop stewards as soon as possible after their appointments.
- 39.05 Shop stewards shall not conduct Association business during working hours without the permission of the shop stewards' supervisor immediately outside the bargaining unit. Requests for permission for time off to conduct Association business during working hours shall only be made in cases of emergencies.
- 39.06 The Employer, at the request of the shop steward, agrees to provide (where possible) information to the shop steward regarding layoffs and recalls in the area over which the shop steward has jurisdiction.
- 39.07 No employee shall be discriminated against because of his acceptance of the position of shop steward or any other office of the Association.

- 39.08 With the prior written approval of the permanent head, and subject to the exigencies of the operation, an employee may be permitted to attend a shop stewards seminar for a period not exceeding one day in a twelve (12) month period.

**ARTICLE 40**  
**LABOUR MANAGEMENT COMMITTEE**

- 40.01 A committee shall be established on each Ferry Boat to be known as the Labour Management Committee. Such committee shall consist of an equal number of representatives of Management and the Association and shall be chaired alternately by a representative of Management and a representative of the Association.
- 40.02 Each committee shall meet as often as the members of the committee deem necessary.
- 40.03 The purpose of the Labour Management Committees shall be to promote effective communication between management and the employees, and to this end, the terms of reference shall include such things as safety and working conditions, local rules and regulations, efficiency and productivity.

**ARTICLE 41**  
**SEVERANCE PAY**

- 41.01 (a) An employee who has nine (9) or more years of continuous service in the employ of the Employer is entitled to be paid on resignation, retirement, termination by reason of disability, expiry of recall rights, or in the event of death to the employee's estate, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his weekly salary to a maximum of twenty (20) weeks pay.
- (b) (i) For the purpose of this Article, service for a seasonal employee shall be the actual period of employment with the Employer, provided that where a break in employment exceeds eighteen (18) consecutive months, service shall commence from the date of re-employment.
- (ii) For the purpose of this Article, any period during which an employee is on authorized leave without pay, such period shall not be deemed to be a break in service, however, periods of authorized leave without pay shall not be considered as service in the calculation of severance pay entitlement.

- (c) An employee who has resigned or retired may be re-employed if he has been out of the public service for a period which is not less than the number of weeks for which he has received severance pay pursuant to Clause 41.01 above, or, if he refunds the appropriate proportionate part of such severance pay.
- (d) The maximum severance pay which an employee shall be paid for his total period of employment in the public service shall not exceed the number of weeks as specified in Clause 41.01.

**ARTICLE 42**  
**POLITICAL ACTIVITY**

- 42.01 All employees covered by this Agreement shall have the rights listed below, provided that (iii) and (v) shall not occur during working hours and shall not impair their usefulness to the positions in which they are employed:
- (i) join the Political Party of their choice;
  - (ii) vote in elections;
  - (iii) fully participate in the activities of the Political Party of their choice;
  - (iv) seek election to public office at the National, Provincial or Municipal level;
  - (v) take part in any other political activity.
- 42.02 (a) An employee who wishes to stand for election to the Provincial House of Assembly or to the Federal House of Commons shall inform the Permanent Head, in writing, and request leave of absence without pay effective from the date of the writ of election up to and including the final election results.
- (b) (i) If elected to the House of Assembly, the employee shall resign immediately, in writing, from the Employer effective on the date the election is confirmed.
  - (ii) If elected to the House of Commons, the employee will be granted a leave of absence without pay for the term for which the employee has been elected, effective on the date the election is confirmed. At the end of this time, if the employee contests a second election and is successful, the employee's employment will be automatically terminated.
  - (c) If unsuccessful, the employee shall inform the Permanent Head, in writing, of intent to return to work with the Employer.
- 42.03 During leave referred to in this Article, an employee shall maintain all earned benefits but shall not accrue any new benefits.

- 42.04 No employee shall be in any manner compelled to take part in any political undertaking, to make any contribution to any Political Party, or be in any manner threatened or discriminated against for refusing to take part in any political activity.

**ARTICLE 43**  
**ADVERSE WEATHER CONDITIONS**

- 43.01 Employees will be considered as working during periods when their boat is unable to complete the sailing schedule as a result of adverse weather conditions.
- 43.02 In circumstances where an employee is unable to report to take up their shift due to adverse weather and the ferry does not sail because of adverse weather or ice conditions, employees will be permitted to exchange days of work in accordance with provisions of Clause 10.02.
- 43.03 Employees of the Bell Island Ferry Service who are scheduled for overtime in accordance with the established daily sailing schedule, and the overtime trip is cancelled due to adverse weather / sailing conditions, shall not lose the benefit of the scheduled overtime. However, the Employer reserves the right to require employees to perform work regardless of whether or not the ferry actually sails.

**ARTICLE 44**  
**SALARIES**

- 44.01 The salary structure set out in Schedule "A" will remain in force and effect during the term of this Agreement.
- 44.02 Employees shall be paid every two (2) weeks by cheque, or by mutual agreement, direct deposit. However, all new employees shall be paid by direct deposit, where such banking arrangements are available.

Pay or direct deposit cheques will be accompanied by a statement containing at least the following information:

- |                              |                        |
|------------------------------|------------------------|
| (a) gross pay                | (b) overtime           |
| (c) shift premium            | (d) special allowances |
| (e) miscellaneous deductions | (f) net pay            |

**ARTICLE 45**  
**AMENDMENT BY MUTUAL CONSENT**

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

**ARTICLE 46**  
**GENERAL PROVISIONS**

46.01 Employee Assistance Program

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to co-operate in encouraging employees affected with alcohol, drug or other personal problems to undergo a co-ordinated program directed to the objective of their rehabilitation. The employee assistance program co-ordinated by the Public Service Commission shall continue to operate to meet the joint objective described above. Any changes to the program must have the approval of both parties.

46.02 Criminal or Legal Liability

The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an employee in the course of his/her duties, provided that the Employer is satisfied that the employee performed duties required by the Employer, and/or the employee acted within the scope of his/her employment.

**ARTICLE 47**  
**PERSONAL LOSS**

- 47.01 Subject to Clauses 47.02 and 47.03, where an employee in the performance of his duty suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered, subject to a maximum of one thousand dollars (\$1 000.00).

- 47.02 All incidents of loss suffered by an employee shall be reported, in writing, by the employee within five (5) days of the incident to the permanent head or his/her designate.

- 47.03 This provision shall only apply in respect of personal effects which the employee would reasonably have in his possession during the normal performance of his duty.

**ARTICLE 48**  
**ADVANCE NOTICE**

- 48.01 The union will be advised of the Government's plans to sell, lease, transfer or otherwise dispose of an operation before proposals for such sale, lease, transfer or disposal are solicited from prospective purchasers.

**ARTICLE 49**  
**ACCESS TO INFORMATION AND PROTECTION OF PRIVACY**

- 49.01 The Employer agrees to disclose to an authorized bargaining agent representative such minimum amount of personal information about an employee that is necessary to effect discussions or negotiations on behalf of that employee by his or her bargaining agent representative and the employer.

The Union agrees to indemnify and save the Government harmless against any claim or liability arising out of the application of this Article.


**ARTICLE 50**  
**DURATION OF AGREEMENT**


- 50.01 Subject to Clause 49.02 and unless otherwise specified in this Agreement, this Agreement shall be effective from the date of signing and shall remain in full force and effect until March 31st, 2016 and from year to year thereafter, unless either party to this Agreement gives notice to the other party within the seven (7) month period immediately prior to the expiration of this agreement its desire to terminate or amend the Agreement. Following notice, the other party is required to enter into negotiations for a new agreement within thirty (30) calendar days receipt of notice.
- 50.02 The provisions of this Agreement shall remain in effect during negotiations for a new or revised Agreement.



**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the 12<sup>th</sup> of March and year first before written.



**SIGNED** on behalf of Treasury Board representing Her Majesty the Queen in Right of Newfoundland and Labrador by the Honourable Charlene Johnson, President of the Treasury Board, and the Honourable Nick McGrath, Minister of Transportation & Works, in the presence of the witness hereto subscribing



  
\_\_\_\_\_  
Witness  
Christo Chaplin  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Charlene Johnson  
\_\_\_\_\_

**SIGNED** on behalf of the Newfoundland and Labrador Association of Public and Private Employees by its proper officers in the presence of the witness hereto subscribing

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
Howard Ode  
  
\_\_\_\_\_  
Femaly Boone  
\_\_\_\_\_

**\*SCHEDULE A**  
**SALARY IMPLEMENTATION FORMULA AND GRIDS**

**\*1) Salary Implementation Formula**

Effective April 1, 2012 -	0%
Effective April 1, 2013 -	0%
	\$1400 bonus (prorated based on the previous 12 months from November 13, 2013)
Effective April 1, 2014 -	2%
Effective April 1, 2015 -	3%

**2. Classification List**

Marine Cook	FW-21
Marine Engineer (Fourth Class)	FW-26
Marine Engineer (Third Class)	FW-28
Marine Engineer (Second Class)	FW-32
Mate (First Class)	FW-25
Mate (Second Class)	FW-23
Oiler (Marine)	FW-21
Purser / Deckhand	FW-21
Steward / Deckhand	FW-19
Wharf Attendant	FW-16

**3. Red-Circled Employees**

- (a) Red-circled employees whose regular salary does not exceed the maximum of the new salary scales for their respective FW level shall:
- (i) be placed on the top step of the new scale; and
  - (ii) receive a cash payment of the difference between the percentage increase applicable for their salary rate and the salary increase received by being placed on the top step. This cash payment will be paid bi-weekly for each regular hour worked.
- (b) Employees whose regular salary rate exceeds the maximum of the new salary scale for their respective FW level shall receive a cash payment of the percentage increase applicable for their salary rate. This cash payment will be paid bi-weekly for each regular hour worked.

**4. Step Progression**

- (i) Employees shall continue to advance one (1) step annually on their respective salary scale for each twelve (12) months of accumulated service.
- (ii) New employees shall advance one (1) step annually on their respective salary scales effective the date when twelve (12) months of service is accumulated, and thereafter from year to year for each additional twelve (12) months of service accumulated.
- (iii) For employees other than those employees who are considered permanent (full-time) employees under this Agreement, these employees will receive a step advancement on a pro rated basis i.e. when these employees work an equivalent of twelve (12) months of service.

**\*SCHEDULE A (continued)****Marine Service Workers**

Effective: April 1, 2012

		<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>
FW 08	Annual	32,489.60	33,550.40	34,611.20
	Bi-weekly	1,249.60	1,290.40	1,331.20
	Hourly	15.62	16.13	16.64
FW 09	Annual	32,780.80	33,841.60	34,819.20
	Bi-weekly	1,260.80	1,301.60	1,339.20
	Hourly	15.76	16.27	16.74
FW 10	Annual	32,988.80	34,070.40	35,131.20
	Bi-weekly	1,268.80	1,310.40	1,351.20
	Hourly	15.86	16.38	16.89
FW 11	Annual	33,176.00	34,299.20	35,401.60
	Bi-weekly	1,276.00	1,319.20	1,361.60
	Hourly	15.95	16.49	17.02
FW 12	Annual	33,488.00	34,652.80	35,651.20
	Bi-weekly	1,288.00	1,332.80	1,371.20
	Hourly	16.10	16.66	17.14
FW 13	Annual	33,841.60	34,964.80	36,129.60
	Bi-weekly	1,301.60	1,344.80	1,389.60
	Hourly	16.27	16.81	17.37
FW 14	Annual	34,153.60	35,339.20	36,524.80
	Bi-weekly	1,313.60	1,359.20	1,404.80
	Hourly	16.42	16.99	17.56
FW 15	Annual	34,548.80	35,755.20	36,982.40
	Bi-weekly	1,328.80	1,375.20	1,422.40
	Hourly	16.61	17.19	17.78
FW 16	Annual	34,985.60	36,296.00	37,523.20
	Bi-weekly	1,345.60	1,396.00	1,443.20
	Hourly	16.82	17.45	18.04

**\*SCHEDULE A (continued)****Marine Service Workers**

Effective: April 1, 2012

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
FW 17	Annual	35,568.00	36,899.20	38,188.80
	Bi-weekly	1,368.00	1,419.20	1,468.80
	Hourly	17.10	17.74	18.36
FW 18	Annual	35,921.60	37,336.00	38,729.60
	Bi-weekly	1,381.60	1,436.00	1,489.60
	Hourly	17.27	17.95	18.62
FW 19	Annual	36,670.40	38,105.60	39,665.60
	Bi-weekly	1,410.40	1,465.60	1,525.60
	Hourly	17.63	18.32	19.07
FW 20	Annual	37,460.80	38,979.20	40,518.40
	Bi-weekly	1,440.80	1,499.20	1,558.40
	Hourly	18.01	18.74	19.48
FW 21	Annual	38,043.20	39,769.60	41,433.60
	Bi-weekly	1,463.20	1,529.60	1,593.60
	Hourly	18.29	19.12	19.92
FW 22	Annual	38,771.20	40,601.60	42,494.40
	Bi-weekly	1,491.20	1,561.60	1,634.40
	Hourly	18.64	19.52	20.43
FW 23	Annual	39,582.40	41,475.20	43,451.20
	Bi-weekly	1,522.40	1,595.20	1,671.20
	Hourly	19.03	19.94	20.89
FW 24	Annual	41,017.60	43,097.60	45,177.60
	Bi-weekly	1,577.60	1,657.60	1,737.60
	Hourly	19.72	20.72	21.72
FW 25	Annual	42,577.60	44,782.40	47,008.00
	Bi-weekly	1,637.60	1,722.40	1,808.00
	Hourly	20.47	21.53	22.60

**\*SCHEDULE A (continued)****Marine Service Workers**

Effective: April 1, 2012

		<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>
FW 26	Annual	44,054.40	46,384.00	48,713.60
	Bi-weekly	1,694.40	1,784.00	1,873.60
	Hourly	21.18	22.30	23.42
FW 27	Annual	45,739.20	48,068.80	50,523.20
	Bi-weekly	1,759.20	1,848.80	1,943.20
	Hourly	21.99	23.11	24.29
FW 28	Annual	47,257.60	49,836.80	52,457.60
	Bi-weekly	1,817.60	1,916.80	2,017.60
	Hourly	22.72	23.96	25.22
FW 29	Annual	48,526.40	51,209.60	53,913.60
	Bi-weekly	1,866.40	1,969.60	2,073.60
	Hourly	23.33	24.62	25.92
FW 30	Annual	49,857.60	52,707.20	55,369.60
	Bi-weekly	1,917.60	2,027.20	2,129.60
	Hourly	23.97	25.34	26.62
FW 31	Annual	51,729.60	54,579.20	57,491.20
	Bi-weekly	1,989.60	2,099.20	2,211.20
	Hourly	24.87	26.24	27.64
FW 32	Annual	53,393.60	56,388.80	59,363.20
	Bi-weekly	2,053.60	2,168.80	2,283.20
	Hourly	25.67	27.11	28.54
FW 33	Annual	55,140.80	58,177.60	61,360.00
	Bi-weekly	2,120.80	2,237.60	2,360.00
	Hourly	26.51	27.97	29.50
FW 34	Annual	56,971.20	60,216.00	63,502.40
	Bi-weekly	2,191.20	2,316.00	2,442.40
	Hourly	27.39	28.95	30.53

**\*SCHEDULE A (continued)****Marine Service Workers**

Effective: April 1, 2012

		<u><b>STEP 1</b></u>	<u><b>STEP 2</b></u>	<u><b>STEP 3</b></u>
FW 35	Annual	59,092.80	62,545.60	65,936.00
	Bi-weekly	2,272.80	2,405.60	2,536.00
	Hourly	28.41	30.07	31.70
FW 36	Annual	61,339.20	64,916.80	68,473.60
	Bi-weekly	2,359.20	2,496.80	2,633.60
	Hourly	29.49	31.21	32.92
FW 37	Annual	63,564.80	67,225.60	70,928.00
	Bi-weekly	2,444.80	2,585.60	2,728.00
	Hourly	30.56	32.32	34.10
FW 38	Annual	65,852.80	69,638.40	73,444.80
	Bi-weekly	2,532.80	2,678.40	2,824.80
	Hourly	31.66	33.48	35.31
FW 39	Annual	68,036.80	72,030.40	76,148.80
	Bi-weekly	2,616.80	2,770.40	2,928.80
	Hourly	32.71	34.63	36.61
FW 40	Annual	70,220.80	74,443.20	78,561.60
	Bi-weekly	2,700.80	2,863.20	3,021.60
	Hourly	33.76	35.79	37.77

**\*SCHEDULE A (continued)****Marine Service Workers**

Effective: April 1, 2013

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
FW 08	Annual	32,489.60	33,550.40	34,611.20
	Bi-weekly	1,249.60	1,290.40	1,331.20
	Hourly	15.62	16.13	16.64
FW 09	Annual	32,780.80	33,841.60	34,819.20
	Bi-weekly	1,260.80	1,301.60	1,339.20
	Hourly	15.76	16.27	16.74
FW 10	Annual	32,988.80	34,070.40	35,131.20
	Bi-weekly	1,268.80	1,310.40	1,351.20
	Hourly	15.86	16.38	16.89
FW 11	Annual	33,176.00	34,299.20	35,401.60
	Bi-weekly	1,276.00	1,319.20	1,361.60
	Hourly	15.95	16.49	17.02
FW 12	Annual	33,488.00	34,652.80	35,651.20
	Bi-weekly	1,288.00	1,332.80	1,371.20
	Hourly	16.10	16.66	17.14
FW 13	Annual	33,841.60	34,964.80	36,129.60
	Bi-weekly	1,301.60	1,344.80	1,389.60
	Hourly	16.27	16.81	17.37
FW 14	Annual	34,153.60	35,339.20	36,524.80
	Bi-weekly	1,313.60	1,359.20	1,404.80
	Hourly	16.42	16.99	17.56
FW 15	Annual	34,548.80	35,755.20	36,982.40
	Bi-weekly	1,328.80	1,375.20	1,422.40
	Hourly	16.61	17.19	17.78
FW 16	Annual	34,985.60	36,296.00	37,523.20
	Bi-weekly	1,345.60	1,396.00	1,443.20
	Hourly	16.82	17.45	18.04



**\*SCHEDULE A (continued)****Marine Service Workers**

Effective: April 1, 2013

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
FW 17	Annual	35,568.00	36,899.20	38,188.80
	Bi-weekly	1,368.00	1,419.20	1,468.80
	Hourly	17.10	17.74	18.36
FW 18	Annual	35,921.60	37,336.00	38,729.60
	Bi-weekly	1,381.60	1,436.00	1,489.60
	Hourly	17.27	17.95	18.62
FW 19	Annual	36,670.40	38,105.60	39,665.60
	Bi-weekly	1,410.40	1,465.60	1,525.60
	Hourly	17.63	18.32	19.07
FW 20	Annual	37,460.80	38,979.20	40,518.40
	Bi-weekly	1,440.80	1,499.20	1,558.40
	Hourly	18.01	18.74	19.48
FW 21	Annual	38,043.20	39,769.60	41,433.60
	Bi-weekly	1,463.20	1,529.60	1,593.60
	Hourly	18.29	19.12	19.92
FW 22	Annual	38,771.20	40,601.60	42,494.40
	Bi-weekly	1,491.20	1,561.60	1,634.40
	Hourly	18.64	19.52	20.43
FW 23	Annual	39,582.40	41,475.20	43,451.20
	Bi-weekly	1,522.40	1,595.20	1,671.20
	Hourly	19.03	19.94	20.89
FW 24	Annual	41,017.60	43,097.60	45,177.60
	Bi-weekly	1,577.60	1,657.60	1,737.60
	Hourly	19.72	20.72	21.72
FW 25	Annual	42,577.60	44,782.40	47,008.00
	Bi-weekly	1,637.60	1,722.40	1,808.00
	Hourly	20.47	21.53	22.60

**\*SCHEDULE A (continued)****Marine Service Workers**

Effective: April 1, 2013

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
FW 26	Annual	44,054.40	46,384.00	48,713.60
	Bi-weekly	1,694.40	1,784.00	1,873.60
	Hourly	21.18	22.30	23.42
FW 27	Annual	45,739.20	48,068.80	50,523.20
	Bi-weekly	1,759.20	1,848.80	1,943.20
	Hourly	21.99	23.11	24.29
FW 28	Annual	47,257.60	49,836.80	52,457.60
	Bi-weekly	1,817.60	1,916.80	2,017.60
	Hourly	22.72	23.96	25.22
FW 29	Annual	48,526.40	51,209.60	53,913.60
	Bi-weekly	1,866.40	1,969.60	2,073.60
	Hourly	23.33	24.62	25.92
FW 30	Annual	49,857.60	52,707.20	55,369.60
	Bi-weekly	1,917.60	2,027.20	2,129.60
	Hourly	23.97	25.34	26.62
FW 31	Annual	51,729.60	54,579.20	57,491.20
	Bi-weekly	1,989.60	2,099.20	2,211.20
	Hourly	24.87	26.24	27.64
FW 32	Annual	53,393.60	56,388.80	59,363.20
	Bi-weekly	2,053.60	2,168.80	2,283.20
	Hourly	25.67	27.11	28.54
FW 33	Annual	55,140.80	58,177.60	61,360.00
	Bi-weekly	2,120.80	2,237.60	2,360.00
	Hourly	26.51	27.97	29.50
FW 34	Annual	56,971.20	60,216.00	63,502.40
	Bi-weekly	2,191.20	2,316.00	2,442.40
	Hourly	27.39	28.95	30.53

**\*SCHEDULE A (continued)****Marine Service Workers**

Effective: April 1, 2013

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
FW 35	Annual	59,092.80	62,545.60	65,936.00
	Bi-weekly	2,272.80	2,405.60	2,536.00
	Hourly	28.41	30.07	31.70
FW 36	Annual	61,339.20	64,916.80	68,473.60
	Bi-weekly	2,359.20	2,496.80	2,633.60
	Hourly	29.49	31.21	32.92
FW 37	Annual	63,564.80	67,225.60	70,928.00
	Bi-weekly	2,444.80	2,585.60	2,728.00
	Hourly	30.56	32.32	34.10
FW 38	Annual	65,852.80	69,638.40	73,444.80
	Bi-weekly	2,532.80	2,678.40	2,824.80
	Hourly	31.66	33.48	35.31
FW 39	Annual	68,036.80	72,030.40	76,148.80
	Bi-weekly	2,616.80	2,770.40	2,928.80
	Hourly	32.71	34.63	36.61
FW 40	Annual	70,220.80	74,443.20	78,561.60
	Bi-weekly	2,700.80	2,863.20	3,021.60
	Hourly	33.76	35.79	37.77

**\*SCHEDULE A (continued)****Marine Service Workers**

Effective: April 1, 2014

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
FW 08	Annual	33,134.40	34,216.00	35,297.60
	Bi-weekly	1,274.40	1,316.00	1,357.60
	Hourly	15.93	16.45	16.97
FW 09	Annual	33,446.40	34,528.00	35,505.60
	Bi-weekly	1,286.40	1,328.00	1,365.60
	Hourly	16.08	16.60	17.07
FW 10	Annual	33,654.40	34,756.80	35,838.40
	Bi-weekly	1,294.40	1,336.80	1,378.40
	Hourly	16.18	16.71	17.23
FW 11	Annual	33,841.60	34,985.60	36,108.80
	Bi-weekly	1,301.60	1,345.60	1,388.80
	Hourly	16.27	16.82	17.36
FW 12	Annual	34,153.60	35,339.20	36,358.40
	Bi-weekly	1,313.60	1,359.20	1,398.40
	Hourly	16.42	16.99	17.48
FW 13	Annual	34,528.00	35,672.00	36,857.60
	Bi-weekly	1,328.00	1,372.00	1,417.60
	Hourly	16.60	17.15	17.72
FW 14	Annual	34,840.00	36,046.40	37,252.80
	Bi-weekly	1,340.00	1,386.40	1,432.80
	Hourly	16.75	17.33	17.91
FW 15	Annual	35,235.20	36,462.40	37,731.20
	Bi-weekly	1,355.20	1,402.40	1,451.20
	Hourly	16.94	17.53	18.14
FW 16	Annual	35,692.80	37,024.00	38,272.00
	Bi-weekly	1,372.80	1,424.00	1,472.00
	Hourly	17.16	17.80	18.40

**\*SCHEDULE A (continued)****Marine Service Workers**

Effective: April 1, 2014

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
FW 17	Annual	36,275.20	37,627.20	38,958.40
	Bi-weekly	1,395.20	1,447.20	1,498.40
	Hourly	17.44	18.09	18.73
FW 18	Annual	36,649.60	38,084.80	39,499.20
	Bi-weekly	1,409.60	1,464.80	1,519.20
	Hourly	17.62	18.31	18.99
FW 19	Annual	37,398.40	38,875.20	40,456.00
	Bi-weekly	1,438.40	1,495.20	1,556.00
	Hourly	17.98	18.69	19.45
FW 20	Annual	38,209.60	39,748.80	41,329.60
	Bi-weekly	1,469.60	1,528.80	1,589.60
	Hourly	18.37	19.11	19.87
FW 21	Annual	38,812.80	40,560.00	42,265.60
	Bi-weekly	1,492.80	1,560.00	1,625.60
	Hourly	18.66	19.50	20.32
FW 22	Annual	39,540.80	41,412.80	43,347.20
	Bi-weekly	1,520.80	1,592.80	1,667.20
	Hourly	19.01	19.91	20.84
FW 23	Annual	40,372.80	42,307.20	44,324.80
	Bi-weekly	1,552.80	1,627.20	1,704.80
	Hourly	19.41	20.34	21.31
FW 24	Annual	41,828.80	43,950.40	46,072.00
	Bi-weekly	1,608.80	1,690.40	1,772.00
	Hourly	20.11	21.13	22.15
FW 25	Annual	43,430.40	45,676.80	47,944.00
	Bi-weekly	1,670.40	1,756.80	1,844.00
	Hourly	20.88	21.96	23.05

**\*SCHEDULE A (continued)****Marine Service Workers**

Effective: April 1, 2014

		<u><b>STEP 1</b></u>	<u><b>STEP 2</b></u>	<u><b>STEP 3</b></u>
FW 26	Annual	44,928.00	47,320.00	49,691.20
	Bi-weekly	1,728.00	1,820.00	1,911.20
	Hourly	21.60	22.75	23.89
FW 27	Annual	46,654.40	49,025.60	51,542.40
	Bi-weekly	1,794.40	1,885.60	1,982.40
	Hourly	22.43	23.57	24.78
FW 28	Annual	48,193.60	50,835.20	53,497.60
	Bi-weekly	1,853.60	1,955.20	2,057.60
	Hourly	23.17	24.44	25.72
FW 29	Annual	49,504.00	52,228.80	54,995.20
	Bi-weekly	1,904.00	2,008.80	2,115.20
	Hourly	23.80	25.11	26.44
FW 30	Annual	50,856.00	53,768.00	56,472.00
	Bi-weekly	1,956.00	2,068.00	2,172.00
	Hourly	24.45	25.85	27.15
FW 31	Annual	52,769.60	55,660.80	58,635.20
	Bi-weekly	2,029.60	2,140.80	2,255.20
	Hourly	25.37	26.76	28.19
FW 32	Annual	54,454.40	57,512.00	60,548.80
	Bi-weekly	2,094.40	2,212.00	2,328.80
	Hourly	26.18	27.65	29.11
FW 33	Annual	56,243.20	59,342.40	62,587.20
	Bi-weekly	2,163.20	2,282.40	2,407.20
	Hourly	27.04	28.53	30.09
FW 34	Annual	58,115.20	61,422.40	64,771.20
	Bi-weekly	2,235.20	2,362.40	2,491.20
	Hourly	27.94	29.53	31.14

**\*SCHEDULE A (continued)****Marine Service Workers**

Effective: April 1, 2014

		<u><b>STEP 1</b></u>	<u><b>STEP 2</b></u>	<u><b>STEP 3</b></u>
FW 35	Annual	60,278.40	63,793.60	67,246.40
	Bi-weekly	2,318.40	2,453.60	2,586.40
	Hourly	28.98	30.67	32.33
FW 36	Annual	62,566.40	66,206.40	69,846.40
	Bi-weekly	2,406.40	2,546.40	2,686.40
	Hourly	30.08	31.83	33.58
FW 37	Annual	64,833.60	68,577.60	72,342.40
	Bi-weekly	2,493.60	2,637.60	2,782.40
	Hourly	31.17	32.97	34.78
FW 38	Annual	67,163.20	71,032.00	74,921.60
	Bi-weekly	2,583.20	2,732.00	2,881.60
	Hourly	32.29	34.15	36.02
FW 39	Annual	69,388.80	73,465.60	77,667.20
	Bi-weekly	2,668.80	2,825.60	2,987.20
	Hourly	33.36	35.32	37.34
FW 40	Annual	71,635.20	75,940.80	80,142.40
	Bi-weekly	2,755.20	2,920.80	3,082.40
	Hourly	34.44	36.51	38.53

**\*SCHEDULE A (continued)****Marine Service Workers**

Effective: April 1, 2015

		<u><b>STEP 1</b></u>	<u><b>STEP 2</b></u>	<u><b>STEP 3</b></u>
FW 08	Annual	34,132.80	35,235.20	36,358.40
	Bi-weekly	1,312.80	1,355.20	1,398.40
	Hourly	16.41	16.94	17.48
FW 09	Annual	34,444.80	35,568.00	36,566.40
	Bi-weekly	1,324.80	1,368.00	1,406.40
	Hourly	16.56	17.10	17.58
FW 10	Annual	34,673.60	35,796.80	36,920.00
	Bi-weekly	1,333.60	1,376.80	1,420.00
	Hourly	16.67	17.21	17.75
FW 11	Annual	34,860.80	36,025.60	37,190.40
	Bi-weekly	1,340.80	1,385.60	1,430.40
	Hourly	16.76	17.32	17.88
FW 12	Annual	35,172.80	36,400.00	37,440.00
	Bi-weekly	1,352.80	1,400.00	1,440.00
	Hourly	16.91	17.50	18.00
FW 13	Annual	35,568.00	36,732.80	37,960.00
	Bi-weekly	1,368.00	1,412.80	1,460.00
	Hourly	17.10	17.66	18.25
FW 14	Annual	35,880.00	37,128.00	38,376.00
	Bi-weekly	1,380.00	1,428.00	1,476.00
	Hourly	17.25	17.85	18.45
FW 15	Annual	36,296.00	37,564.80	38,854.40
	Bi-weekly	1,396.00	1,444.80	1,494.40
	Hourly	17.45	18.06	18.68
FW 16	Annual	36,753.60	38,126.40	39,416.00
	Bi-weekly	1,413.60	1,466.40	1,516.00
	Hourly	17.67	18.33	18.95



**\*SCHEDULE A (continued)****Marine Service Workers**

Effective: April 1, 2015

		<u><b>STEP 1</b></u>	<u><b>STEP 2</b></u>	<u><b>STEP 3</b></u>
FW 17	Annual	37,356.80	38,750.40	40,123.20
	Bi-weekly	1,436.80	1,490.40	1,543.20
	Hourly	17.96	18.63	19.29
FW 18	Annual	37,752.00	39,228.80	40,684.80
	Bi-weekly	1,452.00	1,508.80	1,564.80
	Hourly	18.15	18.86	19.56
FW 19	Annual	38,521.60	40,040.00	41,662.40
	Bi-weekly	1,481.60	1,540.00	1,602.40
	Hourly	18.52	19.25	20.03
FW 20	Annual	39,353.60	40,934.40	42,577.60
	Bi-weekly	1,513.60	1,574.40	1,637.60
	Hourly	18.92	19.68	20.47
FW 21	Annual	39,977.60	41,787.20	43,534.40
	Bi-weekly	1,537.60	1,607.20	1,674.40
	Hourly	19.22	20.09	20.93
FW 22	Annual	40,726.40	42,660.80	44,657.60
	Bi-weekly	1,566.40	1,640.80	1,717.60
	Hourly	19.58	20.51	21.47
FW 23	Annual	41,579.20	43,576.00	45,656.00
	Bi-weekly	1,599.20	1,676.00	1,756.00
	Hourly	19.99	20.95	21.95
FW 24	Annual	43,076.80	45,260.80	47,444.80
	Bi-weekly	1,656.80	1,740.80	1,824.80
	Hourly	20.71	21.76	22.81
FW 25	Annual	44,740.80	47,049.60	49,379.20
	Bi-weekly	1,720.80	1,809.60	1,899.20
	Hourly	21.51	22.62	23.74

**\*SCHEDULE A (continued)****Marine Service Workers**

Effective: April 1, 2015

		<u><b>STEP 1</b></u>	<u><b>STEP 2</b></u>	<u><b>STEP 3</b></u>
FW 26	Annual	46,280.00	48,734.40	51,188.80
	Bi-weekly	1,780.00	1,874.40	1,968.80
	Hourly	22.25	23.43	24.61
FW 27	Annual	48,048.00	50,502.40	53,081.60
	Bi-weekly	1,848.00	1,942.40	2,041.60
	Hourly	23.10	24.28	25.52
FW 28	Annual	49,649.60	52,353.60	55,099.20
	Bi-weekly	1,909.60	2,013.60	2,119.20
	Hourly	23.87	25.17	26.49
FW 29	Annual	50,980.80	53,788.80	56,638.40
	Bi-weekly	1,960.80	2,068.80	2,178.40
	Hourly	24.51	25.86	27.23
FW 30	Annual	52,374.40	55,390.40	58,156.80
	Bi-weekly	2,014.40	2,130.40	2,236.80
	Hourly	25.18	26.63	27.96
FW 31	Annual	54,350.40	57,324.80	60,403.20
	Bi-weekly	2,090.40	2,204.80	2,323.20
	Hourly	26.13	27.56	29.04
FW 32	Annual	56,097.60	59,238.40	62,358.40
	Bi-weekly	2,157.60	2,278.40	2,398.40
	Hourly	26.97	28.48	29.98
FW 33	Annual	57,928.00	61,131.20	64,459.20
	Bi-weekly	2,228.00	2,351.20	2,479.20
	Hourly	27.85	29.39	30.99
FW 34	Annual	59,862.40	63,273.60	66,705.60
	Bi-weekly	2,302.40	2,433.60	2,565.60
	Hourly	28.78	30.42	32.07

**\*SCHEDULE A (continued)****Marine Service Workers**

Effective: April 1, 2015

		<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>
FW 35	Annual	62,088.00	65,707.20	69,264.00
	Bi-weekly	2,388.00	2,527.20	2,664.00
	Hourly	29.85	31.59	33.30
FW 36	Annual	64,438.40	68,182.40	71,947.20
	Bi-weekly	2,478.40	2,622.40	2,767.20
	Hourly	30.98	32.78	34.59
FW 37	Annual	66,788.80	70,636.80	74,505.60
	Bi-weekly	2,568.80	2,716.80	2,865.60
	Hourly	32.11	33.96	35.82
FW 38	Annual	69,180.80	73,153.60	77,168.00
	Bi-weekly	2,660.80	2,813.60	2,968.00
	Hourly	33.26	35.17	37.10
FW 39	Annual	71,468.80	75,670.40	79,996.80
	Bi-weekly	2,748.80	2,910.40	3,076.80
	Hourly	34.36	36.38	38.46
FW 40	Annual	73,777.60	78,228.80	82,555.20
	Bi-weekly	2,837.60	3,008.80	3,175.20
	Hourly	35.47	37.61	39.6

**COMMON GRID**  
**Effective April 15, 2015**

	<u><b>STEP 1</b></u>	<u><b>STEP 2</b></u>	<u><b>STEP 3</b></u>
<b>CG-08</b>	\$16.41	\$16.95	\$17.48
<b>CG-09</b>	\$16.55	\$17.09	\$17.58
<b>CG-10</b>	\$16.67	\$17.18	\$17.73
<b>CG-11</b>	\$16.76	\$17.32	\$17.88
<b>CG-12</b>	\$16.94	\$17.50	\$18.01
<b>CG-13</b>	\$17.09	\$17.65	\$18.24
<b>CG-14</b>	\$17.25	\$17.85	\$18.45
<b>CG-15</b>	\$17.48	\$18.08	\$18.69
<b>CG-16</b>	\$17.67	\$18.33	\$18.93
<b>CG-17</b>	\$17.96	\$18.65	\$19.31
<b>CG-18</b>	\$18.15	\$18.85	\$19.56
<b>CG-19</b>	\$18.52	\$19.27	\$19.99
<b>CG-20</b>	\$18.88	\$19.68	\$20.48
<b>CG-21</b>	\$19.22	\$20.06	\$20.94
<b>CG-22</b>	\$19.58	\$20.49	\$21.47
<b>CG-23</b>	\$19.98	\$20.95	\$21.95
<b>CG-24</b>	\$20.71	\$21.75	\$22.81
<b>CG-25</b>	\$21.53	\$22.62	\$23.74
<b>CG-26</b>	\$22.23	\$23.43	\$24.61
<b>CG-27</b>	\$23.07	\$24.28	\$25.53
<b>CG-28</b>	\$23.89	\$25.17	\$26.47
<b>CG-29</b>	\$24.52	\$25.84	\$27.23
<b>CG-30</b>	\$25.18	\$26.60	\$27.96
<b>CG-31</b>	\$26.14	\$27.56	\$29.04
<b>CG-32</b>	\$26.97	\$28.48	\$29.98
<b>CG-33</b>	\$27.85	\$29.39	\$30.98
<b>CG-34</b>	\$28.78	\$30.41	\$32.06
<b>CG-35</b>	\$29.83	\$31.57	\$33.28
<b>CG-36</b>	\$30.98	\$32.78	\$34.58
<b>CG-37</b>	\$32.08	\$33.96	\$35.83
<b>CG-38</b>	\$33.25	\$35.17	\$37.10
<b>CG-39</b>	\$34.36	\$36.39	\$38.45
<b>CG-40</b>	\$35.47	\$37.61	\$39.69
<b>CG-41</b>	\$36.32	\$39.58	\$42.83
<b>CG-42</b>	\$37.26	\$40.57	\$43.91
<b>CG-43</b>	\$38.67	\$42.12	\$45.59
<b>CG-44</b>	\$40.06	\$43.69	\$47.26
<b>CG-45</b>	\$41.47	\$45.26	\$48.98
<b>CG-46</b>	\$43.25	\$47.20	\$51.12

**SCHEDULE B****CLASSIFICATION REVIEW AND  
APPEAL BOARD PROCEDURES**  
**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 him/her to act on his/her 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 Administrator and/or Executive Director.
6. "Review" means re-appraisal or re-assessment of an employee's position classification by the Classification and Compensation Division of the Public Service Secretariat 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 Enquiries 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 Compensation Division of the Public Service Secretariat.

The process of review and/or appeal pursuant to these procedures shall be available to any employee who considers that their position has been improperly classified by the Classification and Compensation Division of the Public Service Secretariat.

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 Compensation Division, Public Service Secretariat, 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 Compensation 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 Compensation 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 Compensation 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 Compensation 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 Compensation 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 Compensation 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 Compensation 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 Compensation 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 Compensation 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 Compensation 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 by the Classification Appeal Board.
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, he/she must file with the Board within fourteen (14) days of receiving the file, a written statement including any supporting documentation which details his/her 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 Compensation 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 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 Board renders a decision on the basis of the written documentation, notification of such decision shall be forwarded to the appellant, his/her 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 Compensation Division may be requested to appear before the Board.



20. Appellants are to be given two opportunities to postpone appeal hearings after which appeals will then be withdrawn by the 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 Board will deliberate on and consider all relevant evidence and supporting information. Within fifteen (15) working days of reaching a decision, the 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 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 Board is required to submit written reasons to the Classification and Compensation 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 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 C

### **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 Government website at [www.gov.nl.ca/hrpm](http://www.gov.nl.ca/hrpm) 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 \$400,000.

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 \$6,000 in respect of your spouse and \$3,000 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 thereat 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 65, 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 65 without payment of premiums. To have premiums waived, the employee **must** be totally disabled for at least six 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 \$85.00

#### **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 now limited to a maximum of ninety (90) days per trip for travel within Canada. Coverages commences from the actual date of departure. The current 30 day period per trip for travel outside Canada will still apply. There will be no coverage for travel outside Canada under this program following the first 30 days of a trip outside the participants' province of residence. Additional coverage is available from Desjardins Financial Security on an optional pay all basis.

## **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.

## **SCHEDULE D**

### **EMPLOYEE ASSISTANCE PROGRAM**

The Employee Assistance Program is a joint program of the Government of Newfoundland and Labrador and its Unions/Associations. The purpose of the Program is to provide distressed employees with an opportunity for help when unsatisfactory job performance has been identified.

Such deteriorated work performance may be the result of physical, mental or emotional illness, family or marital distress, legal or financial difficulties, or from problems related to alcohol or other drugs.

The objective of the Employee Assistance Program is to retain employees in their positions by offering assistance before their condition renders them unemployable.

Nothing in this statement or policy is to be interpreted as constituting a waiver of management's right to take disciplinary measures, nor the union's right to grieve within the framework of the Collective Agreement.

#### **Basic Principles**

The Unions/Associations and the Employer recognize that most human problems can be treated, especially when identified early, and when referral is made to an appropriate source of help.

For employees who participate in the Employee Assistance Program, sick leave may be granted for treatment and rehabilitation on the same basis as is granted for other health problems. Consideration could also be given for the use of annual leave or leave without pay.

Employees are assured that their job future and standing with the Employer will not be jeopardized by their participation in the Program.

The Employee Assistance Program encourages employees to seek help voluntarily for problems affecting their work performance. However, where unsatisfactory job performance persists, employees should normally be given a choice of accepting referral to the Employee Assistance Program or having to face more serious disciplinary measures for poor work performance.

The Program is based on the accepted theory that the work environment can be used effectively to motivate employees to obtain help for their personal problems.

An Employee Assistance Program Labour Management Committee is established to oversee the operation of this Program.

This Program applies to employees of departments and agencies included under Schedule A of the *Public Service Commission Act*, and is available to other Government corporations or agencies. The Program applies to all employees regardless of classification or level, including department or agency heads and their subordinates.

In the event that a group of employees are concerned that the help of the Employee Assistance Program should be offered to an immediate supervisor, established procedures should be followed to advise the next level of management of this concern.

## PROGRAM RESPONSIBILITIES

### 1. The Joint E.A.P. Committee

This Committee is comprised of an equal number of representatives appointed by the Employer and the Unions/Associations. A quorum shall consist of at least one representative from either side. The positions of Chairperson and Secretary shall alternate yearly between an Employer representative and a Union/Association representative.

The Joint E.A.P. Committee is responsible to senior officers of the Employer and the Unions/Associations for the following:

- a) to oversee and ensure the effective operation of the policy and procedures of the Program as agreed upon by the Employer and the Unions/Associations.
- b) to interpret Employee Assistance Program policy, procedures, and practises in order to ensure full understanding of the Program.
- c) to ensure that steps are taken to enable employees and their families to become aware that the Employee Assistance Program is available to all employees.
- d) to ensure that adequate training is provided for supervisors and union representatives.
- e) to assist in the identification, selection, and appointment of external helping agencies.
- f) to have completed an annual report and evaluation of the Employee Assistance Program.

### 2. The E.A.P. Co-ordinator

The Co-ordinator of the Employee Assistance Program will be an employee of the Public Service Commission. This person has an overall staff responsibility for the operation of the program.

The specific responsibilities of the Co-ordinator are:

- a) to thoroughly understand and consistently apply the principles of the Employee Assistance Program.

- b) to interview all employees who request assistance through the Employee Assistance Program, and to provide them with full information regarding participation in the program.
- c) to provide direct help in assisting employees, to advise employees of other helping services available, and to arrange for referral for assessment or treatment.
- d) to monitor the progress of employees referred to the Program, and to maintain contact with each employee in his/her recovery.
- e) to provide general statistics to the Joint Committee on: status of the program, i.e., number of employees, number of referrals, success in resolving performance problems, etc.
- f) to maintain all confidential information in a separate E.A.P. file, ensuring that such contents are handled according to the procedures outlined on pages 10 and 11 of this document.

3. Managers/Supervisors

Their responsibilities are;

- a) to establish and communicate to their employees the level of work performance that will be considered satisfactory in their respective division.
- b) to observe and document all instances of unsatisfactory job performance.
- c) to interview employees in private concerning poor work performance, not attempting to diagnose any personal problems of the employee, but using the opportunity to introduce the Employee Assistance Program.
- d) to initiate when necessary the referral procedures as outlined in this policy statement.
- e) to ensure follow-up action on Employee Assistance Program participants by providing support and encouragement to employees in their return to satisfactory performance, and by submitting regular performance reports to the E.A.P. Coordinator.

4. Director of Administration (or Departmental Officer Responsible for Personnel)

- a) to understand and to distribute up-to-date information about the Employee Assistance Program to all employees in their department or agency.
- b) to assist supervisory staff in monitoring job performance through relevant criteria, i.e., lateness, absenteeism, errors, accidents, etc.

- c) to ensure that adequate documentation exists to warrant a first corrective interview with an employee.
- d) to ensure that all managers/supervisors and other appropriate personnel are aware that the Employee Assistance Program must be applied with fairness and consistency in the various divisions of the department/agency.

#### 5. Union Representative

The Union Representative will play a supportive role in the referral to the Employee Assistance Program of bargaining unit members who may have a personal problem affecting their job or standing with the employer.

The responsibilities of the Union Representative are:

- a) to fully understand the statements of policy and referral procedures.
- b) to ensure that the employee's rights under the Collective Agreement and under the Employee Assistance Program are clearly explained.
- c) upon the request of a distressed employee, to become involved in any interview so that both the Union/Association and the Employer can encourage the employee to accept help through the Employee Assistance Program.
- d) to provide support to the employee during rehabilitation.

#### 6. The Employee

The responsibilities of the individual employee who is a participant in the Employee Assistance Program are:

- a) to co-operate in the assessment and recovery process in order to bring his/her job performance up to a satisfactory level.
- b) to maintain a satisfactory level of work performance subsequent to reasonable rehabilitation efforts.

### E.A.P. REFERRAL PROCEDURES

There exists many possible ways for an employee to use the Employee Assistance Program. Recognizing he/she has a problem, the employee can seek assistance on a voluntary basis by contacting the Co-ordinator of the Program. Such self-referrals guarantee complete confidentiality. However, when a self-initiated referral requires extended outside treatment, it is the employee's responsibility to notify the supervisor (or other personnel as required) to request leave or other arrangements.

### FIRST CORRECTIVE INTERVIEW

When an employee's work performance becomes unsatisfactory, the supervisor's first response should be to provide the employee with feedback on performance and to clarify what is expected of him/her. Unsatisfactory job performance may include such things as tardiness, absenteeism, disruptive behaviour, productivity below satisfactory levels of quality and quantity, etc. Where unsatisfactory performance is identified, a check must be made to ascertain if it results from causes such as a lack of knowledge or skill, a misunderstanding, system or equipment problems, or other factors at the workplace.

Should this check reveal that the poor work performance is not caused by such job related factors, then a corrective interview is warranted. At this interview, the pertinent facts related to the employee's performance record should be examined carefully, and should remain the basis for the interview. The quality, the quantity, and/or the manner of performance should be described to the employee in specific terms. This interview should be conducted under circumstances conducive to an objective discussion, ensuring privacy and avoiding interruptions. The interview serves to establish that the supervisor is aware of the deteriorating job performance, that work improvement is necessary, and that the employee is expected to resolve any problems causing poor work performance.

When it appears that the performance problems may result from factors external to the job, information should be given concerning available help through the Employee Assistance Program.

This first corrective interview shall be conducted by the supervisor, and if requested by the employee, the Union Representative shall be present. The interview will conclude with the scheduling of a second interview to be held in two months to review the progress of the employee, unless a serious incident occurs requiring earlier action. The employee is assured that his/her work performance will continue to be monitored.

At this stage, participation in the Employee Assistance Program is the employee's choice on a voluntary basis.

### SECOND INTERVIEW

It is essential that this follow-up be held with the employee. If the employee's work performance has improved to a satisfactory level, this interview serves to acknowledge the improvement and to encourage the employee to continue the good work.

If the unsatisfactory job performance persists, the supervisor shall consult with the Director of Administration or his/her designate to review the employee's performance before making a formal referral to the Employee Assistance Program. If the Union Representative was involved initially, that person shall also be consulted. In conducting this second interview with the employee, it is explained that:

- a) the consequences of continuing the present unsatisfactory work pattern may lead to disciplinary action up to and including dismissal.
- b) the Employee Assistance Program is in place and how it operates.
- c) the employee is given a choice between accepting referral to the Employee Assistance Program or not. If the employee accepts help through the Employee Assistance Program, disciplinary action for poor work performance should normally be deferred. However, circumstances may be so serious that disciplinary action may need to be imposed at any time.
- d) the employee is expected to keep the appointment, to co-operate with the Program, and to participate in the prescribed recovery plan.
- e) if the employee chooses not to accept referral to the Employee Assistance Program, a statement that help was offered through the Employee Assistance Program will be placed in the employee's personal file.
- f) all documentation concerning the formal referral to the Employee Assistance Program will be kept in a sealed envelope and marked "To be opened only by the Department Head or designate, and the employee".

### CONFIDENTIALITY

It is of utmost importance that confidentiality be maintained throughout every level of the Employee Assistance Program.

Employee Assistance Program files shall be handled with the greatest degree of confidentiality. Names shall not be used on these files nor on the working notes contained in them. Some other means of identification such as codes/numbers/letters will be used.

Employee Assistance Program files and working notes shall be destroyed after the last contact with the E.A.P. service or upon the employee's separation from the employer.

Persons performing a function within the Employee Assistance Program, (e.g., medical people, administrators, co-ordinators, counsellors, and support staff) are prohibited from disclosing any kind of information unless the written consent of the individual employee is obtained.

In the case of a formal referral, a form letter is outlined in Appendix 1 will be sent to the supervisor to verify the employee's participation in the Program. When an employee is referred by the E.A.P. Co-ordinator to an appointed external helping agency, a minimal amount of information should be given but sufficient to enable that agency to properly assist the employee.

The confidential file of the Employee Assistance Program shall be available for inspection by the employee at any reasonable time.

No other organization, agency, or person either inside or outside the Public Service will have access, in any way, to files of the Employee Assistance Program for purposes such as long-term studies, research, statistics, etc. Research using the E.A.P. data in the form of codes or symbols is also prohibited by this provision.

### FOLLOW-UP

It must be recognized that a serious personal problem needs time to be resolved and that support and encouragement on the job serve to help the recovery process. Therefore, any corrective plan of action must be followed through with the employee.

Following completion of the prescribed period of recovery as outlined by the appointed helping agency and/or the E.A.P. Co-ordinator, an interview must be arranged whereby the Director of Administration and the supervisor meet with the employee to review the latter's work performance during that time. If initially consulted, the Union Representative shall also be consulted at this time.

The success of an employee's participation in the Employee Assistance Program will be measured only in terms of job performance. Once the work performance of the employee has reached the established satisfactory level, the individual is encouraged to maintain that level of satisfactory performance and is formed that his/her participation in the Employee Assistance Program is now completed. If the employee's performance has not reached the established satisfactory level, disciplinary action may follow.

### CONCLUSION

It is clear that the key to the success of an Employee Assistance Program rests with a firm commitment on the part of the Employer and the Unions/Associations in providing distressed employees with a genuine offer of help. This commitment can be realized only through the actions of the Employer's managers at all levels, and the Unions/Associations representatives for the workplace. Likewise, the distressed employee's willingness to participate in the Program is essential.

Employee Assistance Programs are now widely accepted as beneficial to the employee and the Employer. The distressed worker is offered and encouraged to accept help for problems that seriously affect his/her work, well-being, and family. The Employer benefits by retaining its employees in the work force so that their skills and knowledge are not lost.

Finally, the early use of Employee Assistance Program policies and procedures can contribute significantly to the prevention of serious behavioural health problems among employees.



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

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

**SCHEDULE F**  
**PORTABILITY OF BENEFITS**

AGREEMENTS (NAPE)

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

AGREEMENTS (CUPE)

Government House  
Group Homes and Transition Houses  
Hospital Support Staff  
Newfoundland and Labrador Housing Corporation  
Provincial Information and Library Resources Board

**SCHEDULE G****ALTERNATIVE DISPUTE RESOLUTION**

Contained herein are a number of options available to the parties under the Alternate Dispute Resolution process designed to expeditiously settle outstanding disputes which have gone through the grievance process and have been referred to arbitration.

**OPTION A - MEDIATION ARBITRATION**

In selecting this option, it is the intent of the parties to the dispute, and the mediator to conduct the mediation process in a bona fide and forthright manner and to make a serious attempt to resolve the dispute.

The following is a list of the Terms and Conditions under which the mediation/arbitration shall be conducted.

1. Authority to Settle

It is agreed that in order to have an effective mediation, the parties or their representatives should have full authority to settle the dispute at the mediation conference.

2. Process

It is agreed that in order to resolve the outstanding issues between the parties to the dispute, there will be an effort to isolate points of agreement and disagreement, to explore alternative solutions and to consider compromises or accommodations.

3. Mediator's Role

The Mediator's role is to assist the parties to negotiate a voluntary settlement of the controversy and issues as described above. The Mediator is a neutral and impartial person with no interest in the controversy. In the event that the parties are unable to reach an agreement on the subject matter of the dispute, the parties agree that the Mediator is empowered to make decisions for the parties as to how the matter should or must be resolved. The parties hereby agree that they will abide by the decisions voluntarily reached in the matter or will be bound by the decision of the Mediator in the event that the rendering of such a decision occurs. The parties further agree that, in the event that a decision is rendered by the Mediator, such decision shall not be subject to judicial or arbitral review and each party hereby undertakes to take no further proceedings in such a circumstance.

4. Pre-Mediation Information

To facilitate an understanding of the controversy and the issues to be mediated, the parties will provide to the Mediator such written and oral information as may be requested prior to the mediation session(s) and, at the minimum, will provide a brief written summary of the controversy as they see it, not less than ten (10) days prior to the first mediation session. Again, this is optional but, as explained above, would be helpful. The time lines can be decided between you.

5. Preparation to Settle

The parties will come to the mediation fully prepared to settle the controversy, with all necessary information and advice.

6. Confidential Disclosures

It is agreed that the Mediator may disclose to any party or to his/her representative any information provided by the other party which the Mediator believes to be relevant to the issues being mediated, unless a party has specifically requested the Mediator to keep certain information confidential.

7. Effecting a Settlement

It is agreed that where a settlement is reached in the dispute, the parties will carry out the terms of the settlement as soon as possible.

8. Termination

It is agreed that the mediation conference may be terminated at any time by any party, his/her representative or the Mediator for any reason.

9. Inadmissibility

It is agreed that mediation sessions are settlement negotiations and are inadmissible in any further litigation or arbitration to the extent allowed by law. The parties will not subpoena or otherwise require the Mediator to testify or produce records or notes in any future proceedings. No transcripts will be kept of the mediation conference.

10. Subsequent Proceedings

It is agreed that the parties shall not rely on or introduce as evidence in subsequent arbitral or judicial proceedings:

- (a) any view expressed, or suggestions made, by the other party in respect of the possible settlement of the dispute;
- (b) any admissions made by the other party in the course of the mediation;
- (c) the fact that the other party had indicated a willingness to accept a proposal or recommendation for settlement made by the Mediator.

11. Mediation Sessions

The parties will attend one or more mediation sessions at a time and place scheduled by the Mediator.

12. Outstanding Legal Proceedings

No party will initiate or take any fresh steps in any legal proceedings related to the controversy while the mediation is in progress.

**OPTION B - EXPEDITED ARBITRATION**

Subject to mutual agreement between the parties, it is agreed that the following process shall be followed in an expedited arbitration process:

- (a) In any dispute over application, administration or alleged violation of the Agreement, the parties agree to submit a written brief and/or present oral argument to the sole Arbitrator.
- (b) The parties agree to draft a list of three (3) mutually acceptable Arbitrators who will be selected on a rotating basis to deal with each sitting. Future selections of Arbitrators will be considered on a year to year basis.
- (c) The parties will present argument/rebuttal based on:
  - issue(s);
  - applicable provisions of the Collective Agreement;
  - general principle of arbitration case law which is applicable, including judicial decisions;
  - relevant arbitration awards, judicial decisions, legislation, texts if applicable, and how they apply;
  - remedies requested.

Argument/rebuttal will be limited to one (1) hour for each party.

- (d) The party bearing the onus of proof will proceed first and rebut, if necessary.
- (e) The parties will not call witnesses or submit evidence, however, they can mutually agree to enter consent items;
- (f) Decisions may be issued without having to provide the basis of conclusions.
- (g) All decisions will be without prejudice to any other case(s) with no precedent value being applied to any other case unless the parties mutually agree in writing to allow a decision to have precedent value.
- (h) The parties agree that decisions arising out of these arbitrations will not be considered for judicial review unless the parties have mutually agreed in writing to allow a decision to have precedent value in which case either party can consider a decision for judicial review.
- (i) Where the parties mutually agree, any step of the process may be altered, if deemed necessary.

#### **OPTION C - MODIFIED ARBITRATION**

It is understood that certain issues may have to be referred to the full arbitration process. In the interest of dealing with these cases in the most expeditious manner, wherever possible, modified processes may be used. These may include:

Arbitration by Grouping (Multiple Grievances)

Arbitration by Issue (Multiple Grievances)

The parties may also agree to a pre-determined list of Arbitrators that would be used on a rotational basis.

#### **OPTION D - MEDIATION**

Where the grievance procedure has failed to settle the grievance, the parties may elect to have the matter referred to grievance mediation process of the *Labour Relations Agency* prior to electing to proceed to arbitration. If the mediation process fails to resolve the issue, either party may then refer the matter to arbitration in accordance with Article 13.

Where a grievance is submitted to mediation, such submission shall not in any way affect the time limits or any other provision of the Arbitration Procedure.

#### **OPTION E - OTHER**

The parties may also utilize modified forms of the above processes or any other ADR process that is mutually acceptable.

MOU #1

**MEMORANDUM OF UNDERSTANDING**

**APPLICATION OF MASTER AGREEMENT LANGUAGE**

#28 Pension Credit and Group Insurance

Pension credit and group insurance coverage to continue on the basis of the pre-injury salary including contract allowance, salary adjustments from step progression or pay increases during the period of temporary absence, subject to payment of appropriate premiums based on the pre-injury salary rate or adjusted rate because of step progression or pay increases, provided this proposal reflects the current practice and does not violate the Workers' Compensation Act.

\_\_\_\_\_  
Signed on behalf of the Newfoundland and  
Labrador Association of Public and  
Private Employees

\_\_\_\_\_  
Signed on behalf of Treasury Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MOU #2

**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 and Labrador (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 in 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.



All reasonable costs of the Committee relating to professional, legal and support services shall be paid from the Pension Fund.

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.

**MOU #3**

**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 NAPE 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 and Compensation, Division of the Public Service Secretariat. 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.

**MOU #4****MEMORANDUM OF UNDERSTANDING - 2001****HEALTH INSURANCE**

There was agreement on extending benefits of the current group health and insurance plan to temporary employees effective April 1, 2002. The eligibility criteria to be amended as follows:

It is understood and agreed that effective April 1, 2002, eligibility under the group insurance programs, policies 7600 and 3412, is hereby amended to include the following class of employees, subject to the following:

- Employees who have worked 50% or greater of the normal working hours in the previous calendar year will qualify for group insurance benefits as a condition of employment effective April 1, 2002.
- Annual review on January 1<sup>st</sup> of each year will determine eligibility, continued enrollment or termination of coverage under these programs. Should an employee terminate employment all coverages under the programs terminates the date of termination.
- For the purpose of determining group life insurance coverage, the amount will be based upon twice their annual salary, subject to a minimum amount of \$10,000.
- Employees determined to be eligible by the Employer for coverage under these group programs, based on the number of hours worked in the previous year, will not be required to produce evidence of insurability as enrollment is mandatory and a condition of employment.

This wording reflects amendments to the eligibility guidelines only as complete terms and policy conditions are set out in actual contracts on file with Government of Newfoundland and Labrador, the policyholder.

As a result of the 2004 round of negotiations, the following was also agreed:

1. Employees determined to be eligible for coverage under the Atlantic Blue Cross Care Plan shall be continued for the full twelve (12) month period commencing April 1<sup>st</sup> of each year as long as they remain actively employed and pay the required premiums.
2. Temporary employees covered under this Agreement who are determined to be eligible will access group insurance programs that are currently available.
3. Premiums for these employees must be collected through payroll deductions.

4. Employees who accessed Maternity, Adoption and/or Parental Leave during the previous calendar year will be allowed to count, for eligibility purposes, the hours worked during such leave by the next senior employee in that period.
5. Premiums for employees who are off payroll for one (1) or more periods will be recovered from the next cheque unless extenuating circumstances exist. This procedure for the recovery of premiums applies only to health care groups. Existing arrangements for the recovery of premiums in other sectors shall continue for the life of that Agreement.
6. Employees who miss a payroll for reasons other than approved unpaid sick leave are required to pay 100% of the premiums.
7. Employees on unpaid sick leave are required to present supporting medical documentation to the Employer during the current pay period.
8. If necessary, a further review of the premium recovery process will occur within six (6) months of the signing of the relevant Collective Agreements.

This wording reflects amendments to the eligibility guidelines only as complete terms and policy conditions are set out in actual contracts on file with Government of Newfoundland and Labrador, the policyholder.

9. **Group Insurance Committee Membership**

With respect to the membership of the Group Insurance Committee, it is understood and agreed that the complement of groups represented will remain unchanged throughout the term of this agreement.

**MOU #5**

**MEMORANDUM OF UNDERSTANDING**

**KILOMETER RATE ADJUSTMENT FORMULA (NAPE)**

**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 the bargaining unit covered by the Marine Services (MS) Collective Agreement.

3. Adjustments shall be calculated by the Public Service Secretariat and posted to the Human Resource Policy Manual website: [www.gov.nl.ca/hrpm](http://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 1<sup>st</sup>

April 1<sup>st</sup>

July 1<sup>st</sup>

October 1<sup>st</sup>

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.

**MOU #6**

**MEMORANDUM OF UNDERSTANDING**

**PURSER DECKHANDS**

It is agreed that an employee working on a vessel shall have the option to bump the less senior Purser Deckhand working on a vessel in accordance with Article 28.04 (d) (i) before having to bump a shore based Purser Deckhand.

## LETTERS OF UNDERSTANDING

### L #1 Employee Transportation

The Employer and the Union both recognize that it is not the policy of Government to provide transportation free-of-charge to employees travelling on any of the intra-Provincial ferry services.

However, in consideration of employees working in each service, the Employer agrees that Marine Service employees, their spouses and dependent children may be allowed free transportation on their respective service provided no paying passengers are displaced.

The Employer reserves the right to cancel this privilege or take disciplinary action on any employee who violates these provisions or otherwise abuses the privilege.

### L #2 Fogo / Farewell / Change Islands Service

In the event that employees are required to operate a combined service i.e. Fogo/Farewell to Change Islands, they shall be paid at overtime rates for the extra one and one half (1 1/2) hours necessary to complete the run as is the current practise.

The Employer and the union agree that all current employees (listed below) with recall rights, in effect March 31, 2004, to the headquarters area Fogo / Farewell /Change Islands, will continue to be compensated as above as long as they are employed in this service. All employees who are employed in this service subsequent to March 31, 2004, exclusive of those listed below, will be compensated in accordance with the applicable articles of the collective agreement and will not receive the benefit outlined above.

#### Employees Eligible for Letter #2 Benefits

Glenn Brooks	Winston Leyte	Clifford Hoffe
Melvin Colbourne	Ross Hoffe	David Edwards
Adolphus Ford	Ralph Morgan	Ignatius Broaders
Ed McKenna	Craig Waterman	Terry McDonald
Clifford Yetman	Jim Jacobs	Berkley Diamond
Robert Wells	Sidney Leyte	Scott Porter
Gerald Poole	Bruce Goodyear	Carl Brien
Martin Broaders	Woodrow Whitt	Ignatius Pickett
Joe Burke	Dennis Willis	Fergus McGrath
Keith Whelan	Gerald Wallbourne	Fergus Penton
Danny Payne	Jim Holmes	Norman Barnes
Marshall Ford	Gerald McGrath	Jamie Porter
Andrew Combden	Raphael Miller	Neil Bixby
Melvin Ford	Leo Lynch	Justin Burke

Ben Squires  
Clarence Bixby  
Tim Boone

Anthony Snow  
Kevin Payne  
Allan Foley

Will McKenna  
Wayne Dalton

**L #3 Vessel Accommodations**

The Employer agrees to continue the practise of upgrading and maintaining acceptable standards of crew accommodations within the limitations of funding and overall vessel capability for renovations.

**L #4 Bi-Weekly Record of Attendance**

The Employer agrees to provide each Captain with a copy of the Bi-Weekly Record of Attendance which shall be made accessible, on board the vessel, to the crew for the purpose of confirming the accuracy of reported overtime hours.

**L #5 Christmas Day**

Provided there is no additional cost to the Employer, employees will be permitted to exchange shifts as necessary in order to allow each employee every second Christmas off.

**L #6 Yearly Leave Summary**

The Employer agrees to include information regarding accumulated leave in lieu of overtime on the Yearly Leave Summary.

**L #7 Vacation Relief and Meal Allowance**

As a result of the recent negotiations with the Marine Service Workers, it is agreed that:

1. Vacation relief and Leave in Lieu of Overtime (LLO) will be offered to off-shift employees on the payroll in the headquarters area before any temporary employees are hired on the condition that such relief work will be paid at regular rates for each hour worked.
2. The annual meal allowance will be \$2,000. This allowance will be discontinued, with the exception of shore based personnel, no later than three (3) months after the signing of the Collective Agreement. The Employer agrees to institute a system in its place that will allocate fifteen dollars (\$15.00) per day for each crew member working on a shift per vessel for the purchase of food by the Marine Cook.

Marine Services shore based personnel will continue to receive the meal allowance on their regular pay cheque. This allowance will be increased to \$2725 per annum effective three (3) months after the signing of the agreement.

**L #8**     **Hours of Work**

Notwithstanding the bonus provision for the hours of work and the requirement for employees to be available for call back as contained in Article 12, Clause 12.03, the parties to this Agreement agree that due to the abnormal nature of the hours of work of Marine Services employees, the following principles of remuneration are agreed to for payroll purposes:

1. Employees shall be paid at straight time rates for all hours worked in accordance with the established daily sailing schedule. The straight time rate is calculated, as per Clause 12.04, by dividing the employee's annual salary, per Schedule A, by 2080 hours.
2. Employees will be paid on the basis of a twelve (12) hour day. Following from this:
  - a 14 day shift is 168 hours
  - a 7 day shift is 84 hours
  - annual hours are 2,184 hours
3. Where the actual hours worked in accordance with the established daily sailing schedule are above 2,184 on an annual basis, the employee will be compensated for such hours on a lump sum on the last pay period of the fiscal year.

Example:  
The sailing schedule for the Green Bay service calls for an employee to work 2,314 hours per year. An employee who works the full year would be paid on a bi-weekly basis for 12 hours per day - 168 hours per shift for a total of 2,184 hours. However, on the last pay period of each fiscal year he would be entitled to compensation for the extra 130 hours (2,314 - 2,184) at straight time rates.
4. The above notwithstanding, temporary employees will be compensated weekly/bi-weekly on the basis of the hours worked in accordance with the established schedule for their respective service.
5. The Bell Island scheduled 10:30 p.m. trip will not be affected by this Clause, but will be reimbursed as per past practice.



**\*L #9      Seniority - Bell Island and Swing Vessels**

- (i) Seniority for employees on the Bell Island - Portugal Cove Ferry Service Initial hiring with Government for each respective classification shall be done on the basis of the employee=s seniority with the Newfoundland Transportation Company.

Thereafter, seniority in the Marine Services bargaining unit shall commence effective the date of hire for each employee. Should it be necessary, the date of hire with the Newfoundland Transportation Company shall be used to decide any tie situations. In addition, former employees of the Newfoundland Transportation Company shall have Asuper-seniority@ in terms of maintaining their positions on the Bell Island - Portugal Cove Ferry Service.

- (ii) The following former NTC employees are currently working on Bell Island:
- Rick Brown
  - Craig Babstock
  - Howard Dodge
  - Stephen Walsh
  - Fred Somerton
  - Edward White
  - Sean Mclean

The anniversary date of the above noted employees shall be June 6 of each year for the purposes of determining step progression.

- (iii) Headquarter’s area for Swing Vessels for purposes of Travel on Employer’s Business.

The headquarter’s areas, in accordance with the above referenced clause are:

Norcan Galatea	Bell Island
M.V. Sound of Islay	Lewisporte

The Employer reserves the right to change these headquarter’s areas upon sufficient notice to the Association.

**L #10      Beepers**

The Employer will investigate the operational feasibility of placing beepers or other electronic communications devices on board each vessel to assist in after hours communications in the event of emergency situations.

**L #11      Tie-up Lines - Docking / Undocking**

The Employer and the Union agree to review a mechanism that will address safety concerns associated with the attachment and release of tie-up lines during the docking and undocking of the ferry vessels in ports where there is no Wharf Attendant.

**L#12 Early and Safe Return to Work**

The parties are encouraged to meet and discuss the opportunity to further explore Early and Safe Return to Work initiatives. Where practical, these discussions should take place within six (6) months of the signing of this agreement.

**L#13 Use of Employee SIN**

The Employer will cease the practice of using crew members' Social Insurance Numbers on the Record of Attendance.

**L#14 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/retain employees in specific positions at a particular geographic site, the Employer (Treasury Board Committee of Cabinet) may provide benefits to employees beyond those outlined in the collective agreement.

**\*L#15 Uniform Committee**

The parties agree to establish a Uniform Committee to review the quality, style and type of clothing currently being issued to members of the bargaining unit and make recommendations on these matters to the Department.

**\*L#16 Meal Allowance**

In recognition of the time spent by the Marine Cook during their off shift for organizing the menu and purchasing food for the vessel, the Employer will compensate the Marine Cook for three (3) hours at straight time rates for each shift worked.

**\*L#17 Hours of Work**

The following list outlines the existing bi-weekly (weekly in the case of Bell Island) hours of work in each service. The hours specified will be the minimum hours of work in each service for the duration of the Agreement.

<u>Vessel</u>	<u>Summer EDSS</u>	<u>Winter EDSS</u>
Fogo	213.5 Summer 192.5	181.5 Winter 160.5

The second set of Fogo hours reflects the agreement to pay overtime rates to some of the crew for scheduled sailing times. The scheduled hours worked remain at the greater number.

St. Brendan's	213.5 Summer	178.5 Winter
Ramea	180.5 Summer	171.5 Winter
Green Bay	206.5 Summer	176 Winter
Bell Island	112.5 Beaumont	101.25 Flanders



Government of Newfoundland and Labrador  
Department Executive Council  
Human Resource Secretariat

July 30, 2008

Ms. Elaine Price  
Newfoundland Association of Public Employees  
P.O. Box 160  
Grand Falls – Windsor, NL  
A2A 2J4

Dear Ms. Price:

This will confirm the parties understanding reached during negotiations regarding the outstanding grievances within the Marine Services Bargaining Unit.

The parties agree to utilize the Alternative Dispute Resolution options in accordance with Schedule "G" of this Agreement.

Yours truly,

Terry Kennedy  
Chief Negotiator



Government of Newfoundland and Labrador  
Department Executive Council  
Human Resource Secretariat

Ms. Elaine Price  
Newfoundland Association of Public Employees  
P.O. Box 160  
Grand Falls – Windsor, NL  
A2A 2J4

Letter of Understanding

RE: Flanders extended weekly operating hours

Dear Ms. Price:

Both parties agree that the normal weekly operating hours for the M/V Flanders while it is assigned to the Bell Island Service will be extended from 96.75 hours to 101.25 hours.

The Employer and the Union agree that employees with recall rights to the Bell Island service and work on the M/V/ Flanders as listed on the November 13<sup>th</sup>, 2013 seniority report or employees who are temporarily positioned to work on the M/V Flanders as assigned by the Employer will be paid at overtime rates (1 ½), on a pro-rated basis, for the extra five (5) hours added to the normal weekly operating hours as long as they are working on the M/V Flanders. All other employees including all new employees who are hired into the Bell Island service subsequent to November 13<sup>th</sup> 2013 will be compensated in accordance with the applicable Articles of the collective agreement and will not receive the benefit outlined above.

Sincerely,

Terry Kennedy  
Chief Negotiator

**Employees Eligible for Letter of Understanding**  
**RE: Flanders extended weekly operating hours**

Eric Ash	Ignatius Pickett	George Pitts
Karl Bennett	Lesley Stokes	Colin Power
Daniel Byrne	John Ash	Kenneth Reid
William Clarke	Patrick Aylward	Terrance Skehans
Albert Cluett	Craig Babstock	William Spracklin
Philip Cooke	Ronald Baker	Derrick Spurrell
Dennis Davis	Jeffrey Blackwood	Ron Squires
William Dean	Rick Brown	Stephen Walsh
Aidan Foley	Tabatha Brown	Eddie White
David Fowler	Eric Bugden	Clifford Yetman
Michael Hayes	Michael Burry	Clifford Barter
Stephen Hayes	Deanna Burry	Ashley Rowe
Bradley Kean	Wayne Bussey	Darrell Emberley
Scott Kitchen	Walter Butler	Blake Pinsent
Maria Lahey	Brian Byrne	Daphne White
Michael Lahey	Louis Carbage	Wilson Jones
Winston Leyte	Gordon Chaytor	Norman Rogers
Cyril Mcgrath	Wayne Curnew	Keith Wiseman
Raphael Miller	Berkley Diamond	Keith Oake
Glenn Moore	Howard Dodge	Geoffrey Ash
Paul Oneil	Christopher Dyke	Patrick Carroll
Chad Pendergast	Dean Foley	Jeff Clarke
Sterling Penney	Ralph Garland	Raymond Gendreau
Clarence Pomeroy	Kevin Hammond	Tiara Jones
Rodney Powell	Barry Hammond	Raymond Smith
Kevin Roberts	Donald Hurley	Nelson Snow
Bradley Rose	Lorne Hussey	Clarence Walbourne
Glenn Ryder	John Hutchings	Victor Bishop
Hubert Spencer	Charles Kean	David Bond
James Whelan	Terrence King	Desmond Greene
Andrew Young	Walter Lush	Leeland Marshall
Lester Hawco	Terry Macdonald	Austin Penney
Ian Hussey	John Martin	Glen Short
Brian Kent	Sean Mclean	Nathan Warren
Reginald Burry	Chesley Mitchell	Don Wells
Reginald Collins	Donald Neary	Michael Winter
Fergus Penton	Jeff Pendergast	

Employees shall notify the Employer within ninety (90) calendar days of the signing of the Collective Agreement of any discrepancies in the above list.



Government of Newfoundland and Labrador  
Department Executive Council  
Human Resource Secretariat

Ms. Elaine Price  
Newfoundland Association of Public Employees  
P.O. Box 160  
Grand Falls – Windsor, NL  
A2A 2J4

Letter of Understanding

**Re: Market Factor**

Dear Ms. Price:

This will confirm the parties' agreement to provide employees in the classifications noted below a non-pensionable market factor one dollar and sixty-five cents (\$1.65) per hour effective January 1, 2014. This market factor will not be considered part of the employee's salary for any purposes, except when determining which step the employee shall be placed on upon implementation of the Job Evaluation System (JES). The market factor will cease to be paid on April 14, 2015.

Sincerely,

Terry Kennedy  
Chief Negotiator

Classification Listing

Marine Cook  
Marine Engineer (Second Class)  
Marine Engineer (Third Class)  
Marine Engineer (Fourth Class)



Government of Newfoundland and Labrador  
Department Executive Council  
Human Resource Secretariat

Ms. Elaine Price  
Newfoundland Association of Public Employees  
P.O. Box 160  
Grand Falls – Windsor, NL  
A2A 2J4

Letter of Understanding – Request for Classification Review

Re: Request for Classification Review

Dear Ms. Price:

In order to facilitate implementation of the new Job Evaluation System (JES) on April 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 April 15, 2015.

Sincerely,

Terry Kennedy  
Chief Negotiator