



**AIR SERVICES DIVISION  
COLLECTIVE AGREEMENT**

**BETWEEN**

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

**of the one part;**

**AND**

**THE NEWFOUNDLAND AND LABRADOR 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 31, 2018**

**EXPIRES: March 31, 2020**

**THIS AGREEMENT** made the 31<sup>st</sup> day of March Anno Domini, two thousand and eighteen.

**BETWEEN**

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

of the one part;

**AND**

**THE NEWFOUNDLAND AND LABRADOR 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:

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\*Denotes clauses where language has changed from the previous collective agreement

## 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 Union, and to set forth certain terms and conditions of employment relating to remunerations, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02 In the event that any future legislation renders null and void any provision of this Agreement, the remaining provisions shall remain in effect during the term of this Agreement.
- 1.03 In the event that there is a conflict between this Agreement and a regulation made by the Employer, this Agreement shall take precedence.
- 1.04 The Employer will notify the Association before any amendments, 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.
- 1.05 The Employer agrees that there will be no discrimination or coercion exercised or practiced by it with respect to any employee by reason of age, race, colour, sex, marital status, political or religious affiliation, or by reason of his membership in the Association.
- 1.06 (a) The Employer and the Union agree to use their best efforts to discourage sexual harassment in the workplace. Both parties support the principles espoused in section 10.1 and 10.2 of the Newfoundland and Labrador Human Rights Code (as amended by Chapter 62, 1983) and agree to co-operate fully with any investigation held by the Human Rights Commission with regard to a complaint by any employee in this respect.
- (b) Complaints under this Clause will be dealt with by the Employer, the Union and the employees included with all possible confidentiality. Employees shall have access to the Grievance and Arbitration Procedure.
- 1.07 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 1A**  
**DEFINITIONS**

1A.01 For the purpose of this Agreement:

- (a) "bargaining unit" means the bargaining unit recognized in accordance with Article 2.
- (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 Air Services Division in the classifications contained in the bargaining unit:
  - (i) "permanent employee" means a person who has completed six (6) months continuous service, 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 and 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 specific period 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.
  - (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" means the actual building or regular place of employment where an employee, other than water bomber air crew, is normally stationed or required to use as the employee's base of operation on a permanent basis.
- (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 service of an employee because of lack of work.
- (l) "leave of absence" means absence from duty with the permission of the employer.
- (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 his scheduled work week or work day 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.

- (iii) the probationary period of an employee, as defined in this Article, may be extended once, in writing, by mutual agreement between the permanent head and the Union up to a maximum of six (6) months.
- (s) “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.
- (t) “reclassification” means any change in the current classification of an existing position.
- (u) “service” means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year.
- (v) “termination” means the permanent cessation of service of an employee because of the abolition of an employee’s position, dismissal for just cause, or because of the employee’s resignation.
- (w) “transfer” means the movement of an employee from one position to another within the same bargaining unit which does not result in a promotion or demotion.
- (x) “vacancy” means a position which the Employer requires to be filled, and in respect to which there is no permanent, temporary or seasonal employee eligible for recall.
- (y) “week” means a period of seven (7) consecutive days beginning at 0001 hours Monday morning and ending at 2400 hours the following Sunday night.
- (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) “Flight duty time” shall be the time necessary to prepare for, execute and terminate a flight or a series of flights and the administration functions therewith.
- (bb) For the purpose of this Agreement, “Fire fighting Season” will constitute the period of time commencing April 1<sup>st</sup> in any year and terminating September 30<sup>th</sup> in the same year. Water Bomber air crews will be available for duty during this period of time.

Water Bomber air crews hired for the full season will have their salary pro-rated over the entire season. For purposes of seniority, seniority will continue to accrue while the Water Bomber air crews are available and are in the receipt of wages from the Employer.

Termination for cause and voluntary quits will be paid according to their length of service on a pro-rated basis of the established seasonal rate.

- (cc) "Gender" – wherever the masculine is used in this Agreement, it shall refer equally to the feminine.
- (dd) "Association" or "Union" means the Newfoundland and Labrador Association of Public and Private Employees.
- (ee) "Standby", for other than air crews, means any period of time after or before regularly scheduled hours of work during which, on the instruction of the permanent head, an employee is required to be available for work.
- \*(ff) "Shift" means the normal consecutive working hours scheduled for each employee which occurs in a twenty-four (24 hour period).

## ARTICLE 2 RECOGNITION

- 2.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all classes of employees listed in Schedule A including pilots and co-pilots as prescribed in accordance with the most recent certification order issued by the Newfoundland and Labrador Labour Relations Board in respect to the Air Services Division of the Department of Transportation and Works, Government of Newfoundland and Labrador.
- 2.02 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.
- 2.03
  - (a) Management or excluded personnel shall not work on any jobs which are included in the bargaining unit, except for the purposes of instructing, experimenting, reviewing an employee's work performance, or in the case of emergencies.
  - (b) Recognized vacant position within the bargaining unit that have not been declared redundant will not be absorbed on a permanent basis by positions outside the bargaining unit.

- (c) 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 3**  
**MANAGEMENT RIGHTS**

- 3.01 All functions, rights, powers and authorities which are not specifically abridged, delegated, or modified by this Agreement are recognized by the Association as being retained by the Employer.

**ARTICLE 4**  
**EMPLOYEE RIGHTS**

- 4.01 Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to his permanent head, including harassment from the employee's immediate supervisor and/or his replacement.
- 4.02 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.
- 4.03 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 Harassment and Discrimination Free Workplace 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. In situations where the Union is in agreement with the discipline imposed, it shall not support any grievance(s) arising from this action. 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 5**  
**ASSOCIATION SECURITY**

- 5.01 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.
- 5.02 All employees hired after the signing of this Agreement, other than students and contractual employees, shall immediately become and remain members of the Association provided they continue to occupy a bargaining unit position.
- 5.03 An employee, upon employment to the public service, shall be provided with information concerning:
- (a) duties and responsibilities;
  - (b) starting salary and classification;
  - (c) terms and conditions of employment; and
  - (d) a copy of the Collective Agreement.
- 5.04 (a) Where a Shop Steward is available, the employee will be introduced to him as soon as possible.
- (b) 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. Where possible, such interviewing will take place on a group basis during the orientation program for new employees. The steward or representative will provide the new employee with a copy of the Collective Agreement.

**ARTICLE 6**  
**CHECKOFF**

- 6.01 The Employer shall deduct from the wages of all employees within the bargaining unit the amount of the membership dues and forward same bi-weekly to the Association accompanied by a list of employees showing the contribution of each.

- 6.02 The Employer will supply the following information bi-weekly:
- (a) Two (2) copies of alphabetical listing of all employees whose classification are in the bargaining unit showing:
    - (i) employee's name;
    - (ii) subhead number;
    - (iii) classification number;
    - (iv) pay range and step number;
    - (v) status code;
    - (vi) deduction for period; and
    - (vii) year to date total.
  - (b) An "any sort" printout of information contained in (a) upon request to the Department of Transportation and Works. All costs associated with such printouts shall be borne by the Association.
  - (c) Listing of additions and deletions for period.
  - (d) Listing of changes made since last period listing.
- 6.03 The Association shall inform the Employer of any change in the membership dues, and such changes shall be implemented within two (2) calendar months of receipt of the notification.
- 6.04 The Employer agrees to continue past practice of recording the amount of membership dues paid by an employee to the Association on his T-4 Statement.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

- 7.01 Except as otherwise stipulated in this Article, an employee who alleges that he has a grievance shall, alone or with the assistance of his shop steward, first present the matter to his first level of supervision, who is outside the bargaining unit, within five (5) days of the occurrence or discovery of the incident giving rise to the alleged grievance.
- 7.02 In cases where an employee's immediate supervisor, in Clause 7.01, is his permanent head, the grievance may be submitted immediately at Step 2 of Clause 7.03.

Subject to Clauses 7.02, 7.04 and 7.08, grievances shall be processed in the following manner:

**Step 1:**

If the employee fails to receive a satisfactory answer within ten (10) days of presenting the matter under Clause 7.01, he may, within a further 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 permanent head, the employee may submit his grievance at Step 2 within the prescribed time limits specified in this Step 1.

Step 2:

If the employee fails to receive a satisfactory answer to his grievance within ten (10) days after the filing of the grievance at Step 1, he may within a further five (5) days submit his grievance in writing to the permanent head who, for the purpose of investigating the grievance, shall form a committee consisting of four (4) persons, comprising an equal number of Employer and Association representatives. The Association shall appoint its two (2) representatives to the committee. One (1) 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 fifteen (15) days of receipt of the grievance by the permanent head. 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 representative will send their position, along with a brief summary of the committee's deliberations, to the grievor, with a copy being sent to the Association.

Step 3

If the grievance is still not satisfactorily settled by the foregoing procedure or if it is of the type referred to in Clause 7.04, either party to this Agreement may submit the grievance to arbitration in accordance with Article 8.

- 7.04 (a) In the case of dismissals, the grievance may be submitted in the first instance at Step 3 of Clause 7.03.
- 7.04 (b) In the case of suspensions pending a decision on dismissal, the grievance may be submitted in the first instance at Step 2 of Clause 7.03.
- 7.05 At all Steps of the grievance procedure, the replies to grievances will be in writing and dated receipts of grievances will be given.
- 7.06 A full time representative of the Association 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, if either party requests.
- 7.07 The time limits specified in this Article may be extended, in writing, by mutual agreement of the parties.

- 7.08 Grievances involving suspensions and grievances involving alleged violations of clauses which deal with promotions and transfers, may be submitted in the first instance at Step 2 of Clause 7.03.
- 7.09 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.
- 7.10 Where the Association 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 2 of Clause 7.03.
- 7.11 An employee who is a member of the grievance committee referred to under Step 2 of Clause 7.03 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 regular duties for the purpose of conducting business on behalf of the Association or to discuss any business in respect of grievances without first obtaining permission from his immediate supervisor. The employee shall notify his immediate supervisor when returning to duty.
- 7.12 Dismissal, due to unsuitability or incompetence as assessed by the Employer, of probationary employees and of part-time and temporary employees with less than six (6) months of service, shall not be subject to the grievance and arbitration procedures.
- 7.13 The Association may, with the written consent of the employee concerned, initiate a grievance on his behalf in accordance with the procedure set forth in this Article.
- 7.14 When 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 8 ARBITRATION

- 8.01 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 questions as to whether a matter is arbitrable, either of the parties may within fourteen (14) calendar days after exhausting the grievance procedure, as outlined in Article 7, 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.
- 8.02 The party to whom notice is given under Clause 8.01 shall, within fourteen (14) calendar days after receipt of such notice appoint an arbitrator and notify the other party of the name of the arbitrator.

8.03 Arbitrator

The two (2) arbitrators appointed in accordance with Clauses 8.01 and 8.02, shall, within the 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 Chairman of the Arbitration Board.

8.04 If:

- (a) the party to whom notice is given under Clause 8.01 fails to appoint an arbitrator within the period specified in Clause 8.02, the Minister of Human Resources, Labour and Employment 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
- (b) either party fails to appoint an arbitrator within the period specified in 8.03, the Minister of Human Resources, Labour and Employment shall appoint an arbitrator(s). If both arbitrators fail to appoint a Chairman within the specified time, the Minister of Human Resources, Labour and Employment shall appoint a Chairman.

8.05 Both parties to an arbitration hearing shall be afforded opportunity of presenting evidence and arguments thereon and may employ counsel or any other person for this purpose.

8.06 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.

8.07 The arbitration board shall render its decision on a matter being arbitrated within fifteen (15) calendar days of the date on which the Board is fully constituted and the decision of the Board shall be committed to writing and submitted to the parties concerned within a further ten (10) calendar days.

8.08 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.

8.09 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.

8.10 Each party required by this Agreement to appoint an arbitrator shall pay the remuneration and expenses of that arbitrator or of the arbitrator deemed to have been appointed by that party under Clause 8.04 and the parties shall pay equally the remuneration and expenses of the arbitration board.

- 8.11 The time limits set out in this Article may be extended at any time by mutual agreement of both parties to the arbitration.
- 8.12 At any stage of the grievance procedure, the parties may have, if so desired, the assistance of any employee(s) concerned as witnesses.
- 8.13 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 proceeding.
- 8.14 An arbitration board may not alter, modify or amend any provisions of this Agreement, but shall have the power to set aside a decision of the Employer and to modify a disciplinary measure imposed by the Employer.
- 8.15 Providing both parties mutually agree and deem it to be mutually beneficial, the offices of a single arbitrator may be substituted for that of the arbitration board, carrying with it the same rights, privileges and authorities.
- 8.16 Expedited Arbitration

Subject to the Agreement of the Employer and the Union and subject to Clause 8.14, expedited arbitration may be used following Step 3 of the Grievance Procedure. Both parties retain access to the complete arbitration process as described in Article 8 of the Agreement where either party does not agree to expedited arbitration.

- (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, the parties 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 any 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.

**ARTICLE 9**  
**HOURS OF WORK**

- 9.01 (a) Subject to 9.02, the present practice relative to the work month for Air Crew shall continue during the term of this Agreement.
- (b) (i) The scheduled work week for the Air Services Support Staff shall be thirty-seven and one-half (37 ½) hours per week exclusive of meal breaks and the scheduled work day shall be seven and one-half (7 ½) hours.
- (ii) When an employee’s regularly scheduled shift is changed to another shift in that day, he shall be given forty-eight (48) hours’ notice before the originally scheduled shift or the rescheduled shift, whichever occurs first. Should the required notice not be given, the employee shall be paid at the rate of time and one half (1 1/2) his regular hourly rate for the shift(s) so worked.
- (c) The present practice with respect to meal breaks shall continue for the life of this Agreement.
- 9.02 (a) A working schedule is a schedule of shifts for an employee or group of employees.
- (b) Changes to the working schedule shall be made one week in advance of implementation, and changes shall be posted for notification purposes.
- 9.03 There shall be one (1) fifteen (15) minute rest period before the scheduled meal break and one (1) fifteen (15) minute rest period after the scheduled meal break, at times to be scheduled by the Employer.

9.04 There shall be no split shifts, i.e. there shall be no break in shifts other than the breaks as specified in Clause 9.03 and authorized meal breaks.

9.05 (a) Every reasonable effort shall be made by the permanent head to grant an employee two (2) consecutive days of rest per week.

(b) (i) Employees other than air crew shall be given not less than two (2) days' notice of a displacement of their normal scheduled days off. However, when such employees' normal scheduled days off are displaced by another schedule with less than two (2) days' notice of the originally scheduled days off, they shall be paid double time for hours worked on the originally scheduled days off or the employee may request time off in lieu of compensation at a date(s) to be mutually agreed between the employee and his supervisor.

(ii) Pilot I's, II's, and III's who have their normal scheduled day(s) off displaced with less than forty-eight (48) hours' notice shall receive one (1) day off at a later date or payment for displaced day(s) at the employee's request and shall be compensated at the rate of double time (2 time) for the hours worked on the originally scheduled day(s) off.

(c) Provided sufficient advance notice is given, and with the approval of the permanent head, employees may exchange shifts if there is no increase in cost to the Employer.

(d) Should the permanent head be unable to grant time off in lieu of time worked, by March 31 of each year, the employee will be paid for such time worked.

(e) Pilot I's, II's and III's who have accumulated time off in lieu of time worked may be paid for such time, when requested, subject to the approval of the permanent head. Should the permanent head be unable to grant time off in lieu of time worked, by March 31 of each year the employees will be paid for such time worked.

9.06 An employee who is called in before the beginning of his regular shift shall not be required to leave until completion of his regular shift.

9.07 (a) An employee required to work shifts shall receive the following payment per hour for each hour worked on the 1600 hours to 2400 hour shift and the 2400 hour to 0800 hour shift:

| <u>Effective Date</u> | <u>Hourly Rate</u> |
|-----------------------|--------------------|
| Date of signing       | \$2.30             |

(b) A Saturday and Sunday differential shall be paid for each hour worked by employees, other than air crews, between the hours of 0001 Saturday and 2400 hours Sunday at the following rates:

|                       |                    |
|-----------------------|--------------------|
| <u>Effective Date</u> | <u>Hourly Rate</u> |
| Date of signing       | \$2.55             |

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

9.08 (a) The Employer will make every reasonable effort to give employees, other than air crew, eight (8) clear hours between shifts, and to give eight (8) clear hours rest period in any calendar day. For the purpose of this Clause, clear hours shall mean consecutive hours, and if an employee is on standby for eight (8) hours and is not called to work, than those eight (8) hours will be considered clear.

(b) Rest after Callback  
In cases where an employee is required to work on a callback beyond 0200 hours and who has not had a sufficient rest period, the employee will be entitled to up to an eight (8) hour rest period without loss of pay before commencing his regular scheduled shift.

9.09 (a) When an employee is required to remain at his post during his meal break, then that employee shall be paid overtime for the meal break, provided that the meal break is not normally included in his regular daily hours as is the case for example with Air Craft Dispatchers.

(b) When an employee is recalled to work during his meal break and his meal break is not normally included in his regular daily hours of work, then the employee shall be paid overtime for the time worked during his meal break.

(c) The meal hours for Air Crews while flying shall be:

|           |                     |
|-----------|---------------------|
| Breakfast | prior to 0600 hours |
| Lunch     | 1200 to 1300 hours  |
| Dinner    | 1800 to 1900 hours  |

An air crew employee required to fly during his/her meal break for more than one-half (1/2) hour of the above specified meal hours shall be compensated for the applicable meal in accordance with the rates prescribed in Clause 39.01. The one-half (1/2) hour prior to take-off and the one half (1/2) hour after landing shall be considered "flying time" for the purposes of this Clause.

9.10 Shift employees shall not necessarily work the number of hours in a particular day which are specified in Clause 9.01, but in any event their regular work week shall on the average be those hours specified in Clause 9.01.

- 9.11 Should the operational requirements necessitate a change in the working schedule, the Employer shall give employees at least seven (7) calendar days' notice of a change in the general working schedule.
- 9.12 (a) Subject to 9.12 (b) and (c), the maximum flight time for any twenty-four (24) hour period will not exceed twelve (12) hours for an employee, except where the maximum flight time would be reached during a flight, then that flight shall be started and completed.
- (b) In normal circumstances, the Employer will endeavour not to dispatch pilots on flights more than three (3) hours duration where the employee has already worked a twelve (12) hour period. In emergency situations, it is understood that this Clause may be waived by mutual consent.
- (c) The Employer in accordance with the Canadian Aviation Regulations (CARS) shall grant Air Crews eight (8) clear hours of rest in a twenty-four (24) hour period. This eight (8) hour period will begin at the time of sign-out and a pilot will not be recalled until an eight (8) consecutive hour period has elapsed. In emergency situations, it is understood this Clause may be waived by mutual consent.
- 9.13 The maximum flight duty time for any twenty-four (24) hour period will not exceed fifteen (15) hours for an employee, except where the maximum flight duty time would be reached during a flight, then that flight shall be started and completed. When an employee works the maximum flight duty time as prescribed in this Clause 9.13, he shall be granted a twenty-four (24) hour rest period. When an employee works from twelve (12) but less than fifteen (15) hours in a twenty-four (24) hour period, he shall be granted an eight (8) hour rest period in accordance with the Canadian Aviation Regulations (CARS).
- 9.14 (a) During a twenty-four (24) hour period, no employee shall be required, while performing water bombing duty, to fly in excess of ten (10) hours total.
- (b) Subject to (a) above, the maximum water bombing flight time for any twenty-four (24) hour period will not exceed eight (8) hours for an Air Crew. Water bombing flight time shall start at the first pick-up and end at the last drop for the day. The provisions of Clause 9.14(c) shall be strictly adhered to for those flying a water bomber.
- (c) The provisions of 9.14 (a) and (b) above will be waived if, in the opinion of the individual pilot concerned, the overall safety of the operation would be seriously jeopardized through pilot fatigue.
- 9.15 Employees, other than seasonal Water Bomber crews, shall receive at least two (2) consecutive calendar days off per week. Where it is not practical for an employee to be awarded these days off on a regular basis, the days off shall be accumulated and awarded at

the end of the firefighting season for seasonal employees, and prior to the next March 31<sup>st</sup> for permanent employees. Should operations permit more than two (2) days off in a week, these extra days off shall be deducted from the cumulative total, thereby reducing the number of days off to be awarded later, however, the total shall not be reduced below zero.

**\*ARTICLE 10**  
**OVERTIME**

- 10.01 Subject to Clause 9.10 overtime shall be paid at the rate of one and one-half (1 1/2) times the hourly rate for all time worked in excess of the scheduled work week or work day as specified in Article 9.
- 10.02 Overtime and callback will be distributed as evenly as possible among employees within the same classification in the same headquarters area.
- 10.03 The permanent head may, upon the request of the employee, grant time off in lieu of compensation for any overtime worked. Such time off shall be granted at the rates prescribed in Clause 10.01.
- 10.04 Where an employee is required to work a shift which is not contained in the working schedule that is currently in effect, then that employee shall be paid at the applicable overtime rate for all hours worked on that shift.
- 10.05 Attendance records, showing hours of overtime worked by employees, shall be made available to shop stewards provided that sufficient notice is given.
- 10.06 When an employee is required to continue working at the conclusion of his normal work day, for a continuous period in excess of two hours, he shall be provided, if he so desires, with an unpaid meal break to a maximum of 45 minutes.
- \*10.07 Effective the date of signing, for the purpose of this Article, overtime shall be calculated in fifteen (15) minute increments.

**ARTICLE 11**  
**STANDBY**

- 11.01(a) With the exception of medivac emergency response occasions, as indicated in Article 55, an employee required to perform standby duty shall be compensated as follows for each eight (8) hour shift:

| <u>Effective Date</u> | <u>Rate</u> |
|-----------------------|-------------|
| Date of signing       | \$20.40     |

- (b) When standby duty is required on a statutory holiday, the rate of compensation for each eight (8) hour shift of standby shall be as follows:

|                       |             |
|-----------------------|-------------|
| <u>Effective Date</u> | <u>Rate</u> |
| Date of signing       | \$22.60     |

- 11.02 All standby duty shall be authorized and scheduled by the Employer and no compensation shall be granted for the period of standby, if the employee does not report for work when required.
- 11.03 Standby shall be assigned on a rotation basis in a headquarters area where possible.

**ARTICLE 12**  
**CALLBACK**

- 12.01 An employee who is eligible for overtime and who is called back to work after he has left his place of work, shall be paid for a minimum of three (3) hours at the applicable overtime rate. When the employee is called back to work for a period in excess of three (3) hours, he shall be paid in accordance with Article 10 for the time worked.
- 12.02 Employees who are able to perform their duties at home and are not required to leave their home in order to fulfil those duties shall not be entitled to callback compensation, but will be considered on authorized overtime. This overtime shall be calculated to the nearest next highest fifteen (15) minute unit.
- 12.03 (a) When an employee is recalled to work under the conditions described in Clause 12.01, he shall be paid the cost of transportation to and from his place of work to a maximum of twelve (\$12) for each callback at the appropriate mileage rate.
- (b) Employees who are called back to work on their day off shall receive the applicable mileage rate for the distance travelled between their place of residence and their base of operations.
- 12.04 An employee who is called back to work or who is scheduled back to work to receive or dispatch air craft shall be paid in accordance with the provisions of 12.01 and 12.03, provided that the period worked is not contiguous to his scheduled working hours.
- 12.05 An employee who is called back to work or who is scheduled back to work under the conditions described in 12.04, and who 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 once. However, should the total time on both calls exceed the three (3) hour minimum, the employee will be compensated for the actual time worked at the applicable overtime rate.

**ARTICLE 13**  
**HOLIDAYS**

13.01 Employees should receive one day paid leave for each of the nine (9) holidays as follows:

- a) New Year's Day
- b) Good Friday
- c) Commonwealth Day
- d) Discovery Day
- e) Memorial Day
- f) Labour Day
- g) Thanksgiving Day
- h) Christmas Day
- i) Boxing Day

13.02 Compensation For Work on a Holiday

Where an employee is required to work on a holiday designated in 13.01, 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.

13.03 Holiday Falling on the Day of Rest

- (a) When a calendar day designated as a holiday under Clause 13.01 coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a later date approved by the permanent head. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive one day's pay to compensate him for the holiday.
- (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 overtime 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.

- 13.04 (a) Pilots working a shift rotation shall be entitled to payment in lieu of fourteen (14) statutory holidays. The total annual payment will be calculated on the following basis:

$$\frac{\text{Annual Salary} \times \# \text{ of Statutory Holidays} \times 7 \text{ hours}}{1820}$$

- (b) Water Bomber Air Crews shall be entitled to payment in lieu of seven (7) statutory holidays. The total annual payment will be equal to 3.83% as determined by the following formula:

$$\frac{7 \text{ Stat. Holidays}}{183 \text{ days worked}}$$

- 13.05 The payment of the statutory holiday allowance referred to in Clause 13.04 shall be made on each regular pay day, based upon the total annual amount divided by twenty-six (26).

#### ARTICLE 14 ANNUAL LEAVE

- 14.01 (a) Subject to 14.15, the maximum annual leave which an air services support staff employee shall be eligible for in any year shall be as follows:

| <u>Year of Service</u>                  | <u>Number of Hours</u> |
|---|------------------------|
| Up to ten (10) Years                    | 150 hours              |
| From ten (10) to twenty-five (25) years | 187.5 hours            |
| In excess of twenty-five (25) years     | 225 hours              |

- (b) The following provisions respecting annual leave shall apply:
- (i) No annual leave may be taken by an employee until he has not less than sixty (60) days of service prior to taking leave;
  - (ii) 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;
  - (iii) When an employee becomes eligible for a greater amount of annual leave, he may be allowed in the year in which the change occurs, a portion of the additional leave for which he has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days.

- (iv) 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.

14.02 For the purpose of this Article, an employee who is paid full salary or wages in respect of not less than fifty percent (50%) of the days in the first or last calendar month of his service shall, in each case, be deemed to have had a month of service.

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

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

14.04 Vacation periods, once approved by the permanent head, will be changed only in the event of an extreme emergency or by mutual agreement between the employee and permanent head.

14.05 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 it may, subject to Clauses 14.03 and 14.04 be taken by him at any time in addition to his current annual leave and annual leave accumulated by him pursuant to sub-clause (b) hereof.

(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:

- (i) 187.5 hours annual leave if he is eligible for 150 hours or 187.5 hours in any year;
- (ii) 225 hours annual leave, if he is eligible for 225 hours in any year.

Each of the above accumulations is in addition to his current annual leave and annual leave accruing to him pursuant to sub-clause (a) hereof.

(c) Subject to Clauses 14.03 and 14.04, the annual leave accumulated by an employee pursuant to sub-clause (b) hereof may be taken by him at any time in addition to his current annual leave and annual leave accruing to him pursuant to sub-clause (a) hereof.

- 14.06 Subject to Clause 14.07, an employee who has entered upon annual leave may not change the status of his absence to any other type of leave except bereavement leave until he has used up all his current annual leave (exclusive of leave carried forward from previous years).
- 14.07 (a) An employee who qualified for any sick leave under Article 15 while on vacation, may change the status of his leave to sick leave effective the date of notification to the Employer provided that the employee submits a medical certificate(s) signed by a qualified medical practitioner and acceptable to the permanent head. Such certificate(s) shall be submitted,
- (i) by the date the employee's approved annual leave period expires; and
  - (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.
- (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 14.07 (a) and (b) shall be reinstated for use at a later date to be mutually agreed.
- 14.08 Subject to 14.02, in an incomplete year before resignation or retirement, an employee may receive a proportionate part of his annual leave for that year.
- 14.09 Sick leave awarded immediately prior to disability retirement, and periods of special leave without pay in excess of 150 hours 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.
- 14.10 For the purpose of this Article, employees who are reappointed to a position in a Government department after layoff or termination may have service prior to layoff or termination credited to them provided that such prior service is pensionable in accordance with existing legislation.
- 14.11 Annual Leave Pay:
- An employee who is authorized by his permanent head to proceed on annual leave and who requests annual leave pay, in writing, not less than four (4) weeks prior to the pay day immediately preceding the commencement of his annual leave period, shall receive his pay cheque(s) which normally would be issued during such period of annual leave on the last pay day immediately preceding the commencement of his annual leave period, provided that such annual leave period is of two (2) weeks or longer duration.

14.12 Where vacation relief is required, as determined by the Employer, and qualified employees within the Air Services Division are available, then the Employer shall give such employees the opportunity to relieve in higher paying positions, provided that no additional overtime costs are incurred as a direct result.

14.13 (a) Subject to 14.05, employees who are laid off, may leave current, accumulated and accrued annual leave with the Employer to be taken at a later date.

(b) Seasonal and temporary employees, upon employment, shall be given an option with respect to annual leave, as follows:

(i) Subject to 14.05, to carry over any unused annual leave which he may have to his credit at the end of his employment period; or

(ii) To receive payment for annual leave on a regular basis throughout his employment period.

The choice provided in accordance with Article 14.13 (b) must be made immediately upon employment.

14.14 Military Service shall be recognized for annual leave purposes in accordance with The War Service (Pensions) Act.

14.15 Annual Leave Pilots

The maximum annual leave which a permanent, probationary or temporary air crew employee shall be eligible for in any year shall be as follows:

| <u>Years of Service</u>                 | <u>Number of hours</u>         |
|---|--------------------------------|
| Up to ten (10) years                    | 288 hours (12 days x 24 hours) |
| From ten (10) to twenty-five (25) years | 384 hours (16 days x 24 hours) |
| In excess of twenty-five (25) years     | 480 hours (20 days x 24 hours) |

Employees shall be debited with twenty-four (24) hours per day for each day of annual leave. Leave can only be taken in twelve (12) hour increments.

14.16 For the purpose of this Article, employees who are re-employed by the Employer after lay off or termination, may have service prior to lay off or termination credited to them for annual leave purposes.

14.17 In lieu of annual leave, Water Bomber Air Crews will receive a cash payment equal to 6.3% of annual salary,

**ARTICLE 15**  
**SICK LEAVE**

- 15.01 (a) (i) 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. Part-time employees with less than a month of service shall be eligible to receive earned sick leave benefits on a pro-rated basis.
- (ii) Notwithstanding Clause 15.01(a)(i), the number of days of sick leave with full pay which may be awarded to an employee hired after May 4, 2004, other than a part-time employee, at any time shall not exceed the figure obtained by multiplying his total months of service by one (1) 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 two hundred and forty (240) days in the aggregate. Part-time employees with less than a month of service shall be eligible to receive earned sick leave benefits on a pro-rated basis.
- (b) (i) For the purposes of this Article, seasonal Water Bomber Air Crew employees shall accumulate three (3) days sick leave for each month of service.
- (ii) Notwithstanding Clause 15.01(b)(i), the number of days of sick leave with full pay which may be awarded to seasonal Water Bomber Air Crew hired after May 4, 2004, other than a part-time employee, at any time shall not exceed the figure obtained by multiplying his total months of service by one (1) 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 two hundred and forty (240) days in the aggregate. Part-time employees with less than a month of service shall be eligible to receive earned sick leave benefits on a pro-rated basis.
- 15.02 Employees on special leave without pay shall continue to accumulate seniority except where they would have been otherwise laid off.

- 15.03 For the purposes of Clause 15.01, an employee who receives full salary or wages in respect of not less than fifty percent (50%) 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.
- 15.04 Subject to Clause 15.05, when an employee has reached the maximum of the sick leave which may be awarded him, in accordance with this Article, he shall at his option, if he is still unfit to return to duty proceed on annual leave (including current, accumulated and accrued leave) if he is eligible to receive such leave, or if not, on special leave without pay.
- 15.05 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 in the Department of Health and Community Services, 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 20.
- 15.06 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 the Department concerned.
- 15.07 Sick leave awarded immediately prior to disability retirement and 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.
- 15.08 A list will be posted each April showing the amount of unused sick leave that an employee has to his credit.
- 15.09 Sick leave shall not be granted to an employee who is on maternity leave or any other type of leave without pay.
- 15.10 Subject to Clauses 15.01 and 15.06, an employee who has had less than twelve (12) months of service may be awarded sick leave with full pay as follows:
- (a) 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.

- (b) Where a temporary or probationary employee is granted sick leave in excess of that earned in accordance with Clause 15.01 and the employee resigns or is terminated, the Employer reserves the right to recover an amount equivalent to the excess leave granted.

15.11 Where an employee has a break in service in excess of forty-five (45) consecutive calendar days not caused by lay-off, his service for the purpose of this Article shall be deemed to commence from the date of his re-employment.

**ARTICLE 16**  
**MATERNITY LEAVE/ADOPTION LEAVE/PARENTAL LEAVE**

16.01 (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.

16.02 (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.

16.03 (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.

16.04 An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy or birth of the child.

16.05 The Government will endeavor to provide child care services for its employees wherever possible.

16.06 While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through their Human Resource Division.

- 16.07 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 17**  
**SPECIAL LEAVE**

- 17.01 (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.
- (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 educational 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.
- 17.02 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.
- 17.03 With the approval of the permanent head, special leave without pay may be granted to an employee to attend to family responsibilities or to employees in exceptional circumstances.

17.04 Family Responsibility Leave

- (a) Subject to Clause 17.04(b), (c) and (d), an employee who is required to:
- (i) attend to the temporary care of a sick family member living in the same household;
  - (ii) attend to the temporary care of the employee's sick mother, father or dependent child, not necessarily living in the same household;
  - (iii) attend to the needs relating to the birth of an employee's child;
  - (iv) accompany a dependent family member living in the same household on a dental or medical appointment;

- (v) attend meetings with school authorities;
- (vi) attend to the needs relating to the adoption of a child; and
- (vii) attend to the needs related to home or family emergencies

shall be awarded up to twenty-two and one-half (22 1/2) hours for other than Pilots (which shall be twenty-one (21) hours) paid family leave in any fiscal year .

- (b) In order to qualify for family leave, the employee shall:
  - (i) provide as much notice to the Employer as reasonably possible;
  - (ii) provide to the Employer valid reasons why such leave is required; and
  - (iii) where appropriate, and in particular with respect to (ii), (iv) and (v) of Clause 17.04(a), have endeavored to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave or sick leave.
- (d) A temporary employee shall only be granted family leave if he/she reports to work following a recall and subsequently qualifies for family leave during that period for which he/she was recalled.

17.05 Employees on special leave without pay shall continue to accumulate seniority except where they would have been otherwise laid off.

## ARTICLE 18 BEREAVEMENT LEAVE

18.01 Subject to Clause 18.02, an employee shall be entitled to bereavement leave with pay as follows:

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, common-law spouse, grandmother, grandfather, mother-in-law, father-in-law, grandchild or near relative living in the same household up to a maximum of twenty-two and one-half (22 1/2) hours for other than Pilots (which shall be twenty-one (21) hours) immediately following the death.
- (b) In the case of his son-in-law, daughter-in-law, brother-in-law, sister-in-law, seven and one-half (7 1/2) hours for other than Pilots (which shall be seven (7) hours).

18.02 If the death of a relative referred to in Clause 18.01 (a) occurs outside the Province, the employee may be granted leave with pay not exceeding thirty (30) hours for other than Pilots (which shall be twenty-eight (28) hours).

- 18.03 In cases where extra-ordinary circumstances prevail, the permanent head may, at his discretion, grant special leave for bereavement up to a maximum of fifteen (15) hours for other than Pilots (which shall be fourteen (14) hours).
- 18.04 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 hours of annual leave.

**ARTICLE 19**  
**TIME OFF FOR ASSOCIATION BUSINESS**

- 19.01 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 twenty-two and one-half (22 1/2) hours for other than Pilots, which shall be twenty-one (21) hours 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 fifteen (15) hours except for Pilots, which shall be fourteen (14) hours, 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 twenty-two and one-half (22 1/2) hours for other than Pilots, which shall be twenty-one (21) hours, 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 twenty-two and one-half (22 1/2) hours for other than Pilots, which shall be twenty-one (21), 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 Canadian Labour Congress or National Union of Provincial Government Employees, leave with pay not exceeding thirty-seven and one-half (37 1/2) hours for other than Pilots, which shall be thirty-five (35) hours 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. Employees will accrue seniority during such period of absence.

- 19.02 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 absence from work to their immediate supervisors and such notice shall be given as far in advance as possible.
- 19.03 The Employer may grant, on written request, leave of absence without pay for a period not exceeding one (1) year, for an employee selected for a full-time position with the Association, without loss of accrued benefits. Employees may not accrue any benefits, other than seniority, during such period of absence.

**\*ARTICLE 20**  
**TERMINATION**

- 20.01 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 day of termination of his services plus pay for his accumulated and accrued annual leave up to a maximum of twenty (20) 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 14 and paragraph (a) above yields less than four percent (4%) of the salary (excluding overtime) earned by the employee in the period.
- 20.02 The Employer will endeavour to make all monies owing to the employee available to the employee on the termination date of his employment.
- 20.03 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 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 50, Seniority.
- 20.04 Except in the case of dismissal for just cause, ten (10) calendar days' notice, in writing, shall 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.

- 20.05 Permanent employees shall give the permanent head thirty (30) calendar day's written notice, and seasonal, temporary and part-time employees shall give ten (10) calendar days written notice of intention to terminate employment.
- 20.06 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.
- 20.07 The period of notice may be reduced or eliminated by mutual agreement.
- 20.08 When an employee is to be pensioned for health reasons, he shall be given notice in accordance with this Article.
- 20.09 Where an employee fails to give notice as stipulated in Clause 20.05 of this Article, the Employer reserves the right to withhold payment for any annual leave provided that in no case shall the penalty exceed the number of days by which the period of notice was reduced.
- 20.10 An employee will receive his separation certificate within five (5) days of the date of termination of employment.
- 20.11 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 (20) days, then no further notice of layoff is required, however, the employee shall be guaranteed work on a weekly basis, i.e. five (5) days at a time.
- 20.12 (a) 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 re-employed with any Employer covered by the coalition negotiations shall be required to pay back part of any severance pay/pay in lieu of 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.
- \* (b) Permanent employees whose positions are declared redundant and who are able to bump or who can be placed in other employment may elect to voluntarily terminate their employment. In such cases, permanent employees shall receive redundancy pay in accordance with Clause 20.12. Permanent employees who avail of this option shall have no recall or bumping rights and will forfeit all seniority.

- \* (c) Subject to approval by the permanent head, a permanent employee whose position is declared redundant may transfer his redundancy, in accordance with Schedule E, to another permanent employee. It is understood that an employee who voluntarily terminates his employment in place of another shall not have recall or bumping rights and shall forfeit all seniority.
- \* (d) A redundant employee who accepts alternate employment with the Employer, as a result of the Re-Employment Priority Policy, may have the option to return to his former classification and Department within two (2) years of accepting such employment, provided a vacancy exists. It shall be the responsibility of the employee to inform the Employer in writing of his desire to return to his former classification. Once the option is exercised, the employee shall forfeit any further right to return to the Re-Employment Priority position.

**ARTICLE 21**  
**LEAVE - GENERAL**

- 21.01 (a) An employee with a government 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) 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:
- (i) accumulated sick leave credits;
  - (ii) accumulated annual leave entitlements; and
  - (iii) service for severance pay.

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

- 21.02 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.
- 21.03 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.

21.04 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 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 fifteen (15) hours for other than Pilots, which shall be fourteen (14) hours.

21.05 Extended Unpaid Leave

- (a) Upon written request, an employee who has completed twenty-four (24) months of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer and the availability of qualified replacement staff. An employee shall be entitled to a maximum of twelve (12) months unpaid leave for each twenty-four (24) months 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 otherwise have 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.

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

**\*ARTICLE 22**  
**TEMPORARY ASSIGNMENT**

22.01 Temporary assignment means the assigning 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; or
- (b) where a position becomes vacant or a new position is created before a regular employee has been named.

22.02 With respect to vacancies of this type referred to in Clause 22.01 (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.

- 22.03 (a) On temporary assignment to a higher classification, an employee shall be reimbursed in accordance with Article 25, Promotion Procedure - for the full period of the temporary assignment.
- (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.
- 22.04 A temporary assignment shall cease when the former employee of the position returns to duty or when a person has been appointed to the position in accordance with Clause 22.02, and the employee shall be returned to his former position and salary with appropriate adjustments made for any salary increases granted in the interim.
- 22.05 Subject to Clause 22.01, a seasonal position may not be filled for an entire season on temporary assignment.
- 22.06 All temporary assignments shall be in writing to the employee, stating the nature of the assignment.
- \*22.07 (a) The senior employee within each distinct group as defined by Clause 50.04 (a) shall have the right of first refusal on all seasonal and temporary assignments within their respective distinct group, provided that the senior employee meets the required standards for the position and is capable of performing the work.
- (b) The senior employee referred to in 22.07(a) above, shall be placed on trial for a period of one (1) month or the length of the assignment, whichever is the lesser period. Conditional on satisfactory service of a total of one (1) month in such assignment(s), the Employer will confirm the employee's ability to serve in such assignments. In the event the senior employee proves 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.
- \*22.08 (a) No employee shall be temporarily assigned outside the bargaining unit without his consent. An employee who is temporarily 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 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 assigned outside the bargaining unit shall continue to pay Union dues.
- (d) Employees who are temporarily assigned outside their employee group shall continue to accumulate seniority within their employee group.

**ARTICLE 23**  
**INJURY ON DUTY**

- 23.01 (a) Subject to 23.02, 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 supervisor and the employee shall be placed on Injury on Duty Leave with pay as per Clause 23.01 (b) pending settlement of the insurable claim. While on Injury on Duty Leave, employees shall receive the benefits of the collective agreement, subject to necessary adjustments.
- (b) For the purposes of this Article, Injury on Duty Leave pay is the amount that would be determined by the Workplace Health, Safety & Compensation Commission in accordance with the Workplace Health, Safety and Compensation Act.
- (c) Employees who are placed on Injury on Duty Leave shall be permitted to file a revised TD-1 with the Employer.
- 23.02 (a) An employee who is injured on duty shall submit a written report, using the "Worker's Report of Accident" form prescribed by the Workplace Health, Safety & Compensation Commission, to his supervisor.
- (b) Such leave shall not be granted when it has been determined by the Employer that the injury was received because the employee did not exercise reasonable care and attention. It shall be the responsibility of the Employer to produce proof that the injury was not incurred during the performance of his duties or that he did not exercise reasonable care and attention. In such cases, an employee may submit a grievance in the first instance at Level II of Clause 7.03 of this Agreement.
- 23.03 Where the Workplace Health, Safety & Compensation Commission informs the permanent head that it considers the employee is unable to perform his duties because of an injury on duty, the employee shall continue on Injury on Duty Leave subject to regular reports from the Workplace Health, Safety & Compensation Commission, until such time as the Workplace Health, Safety & Compensation Commission considers the employee is able to return to work or that he is prevented from returning to work because of a permanent disability. Failure of the employee to provide the Workplace Health, Safety & Compensation Commission with medical reports when requested may result in the employee being placed on Special Leave Without Pay.
- 23.04 Injury on Duty Leave pay will cease when employees return to full-time work with the clearance of a medical practitioner or a disability award is made.
- 23.05 In the event that an employee becomes:
- (a) permanently disabled; or
- (b) 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*.

- 23.06 In the event that an employee dies as a result of an injury received in the performance of his duties, his estate shall receive all death benefits that he would have received had the employee been covered under Workers' Compensation.

#### **ARTICLE 24** **PROTECTIVE CLOTHING**

- 24.01 The following protective clothing shall be provided free of charge where it is required by the Employer in accordance with safety regulations:

Safety boots, (or shoes where permissible by safety standards); safety hats; other safety equipment such as goggles, aprons and gloves.

- 24.02 Where uniforms, protective clothing allowances are currently being provided by the Employer, the present practice shall be continued.

- 24.03 (a) The Employer shall supply either one flight suit or one flight jacket at the employee's discretion per twelve (12) months of service with the Employer to seasonal water bomber crews. Flight jackets not to exceed one hundred dollars (\$100).

(b) Aircraft Pilot I's, II's and III's shall receive one (1) flight suit every twenty-four (24) months and one (1) winter parka every thirty-six (36) months.

(c) The Employer will provide a winter parka every thirty-six (36) months to permanent Maintenance Ground Crew employees in the classifications of Aircraft Maintenance Engineer, Avionics Technician, Aircraft Mechanics, Storekeeper I, and Maintenance Repairer I.

**ARTICLE 25**  
**PROMOTION**

- 25.01 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.
- 25.02 Changes in pay rates as a result of a promotion shall be effective from the date of promotion.
- 25.03 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 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.
- 25.04 An unsuccessful applicant for a vacancy, shall be advised of the name of the successful applicant upon request.

**ARTICLE 26**  
**DEMOTION**

- 26.01 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.
- 26.02 If an employee is involuntarily demoted, his rate of pay shall not be reduced.
- 26.03 The provision of this Article shall not apply in respect of demotion for disciplinary reasons.
- 26.04 When an employee has to seek, or accept, a change in classification because of a health condition or lighter work because of advancing age, when recommended by a qualified medical practitioner, then 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 Article 50.05 (Seniority), the employee will retain his seniority.

**ARTICLE 27**  
**TECHNOLOGICAL CHANGE**

- 27.01 (a) In the event that the Employer introduces new methods or machines which require new or greater skills than those possessed by employees who are employed in the operation being changed, and where such employees would otherwise become redundant, then training shall be provided for employees who desire further training and who are

qualified to take such training. It is understood that the period and type of training provided shall be at the discretion of the Employer.

- (b) In the event of a technological change causing the termination of an employee, the Employer will notify the Association of the proposed change.
- 27.02 Meetings will be arranged between the Employer and the Association within twenty-one (21) days of the Employer's notification to the Association for the purpose of consulting on the effect expected to result from the change.
- 27.03 The Employer will endeavour to minimize the effects on employees of such change. These endeavours will include transfers, retraining or reassignment within the Public Service.
- 27.04 (a) Subject to the provisions of Clause 50.03, permanent Pilots shall be given an opportunity to qualify on new types of aircraft purchased by the Air Services Division which are directly related to their present duties.
- (b) Subject to the provisions of Clause 50.03, seasonal Water Bomber Air Crew shall be given an opportunity to qualify on new types of aircraft purchased by the Air Services Division which are directly related to their present duties.
  - (c) Subject to the provisions of Clause 50.03, Ground Support shall be given an opportunity to qualify on new types of aircraft purchased by the Air Services Division which are directly related to their present duties.

**ARTICLE 28**  
**DISCIPLINE**

- 28.01 (a) The Employer shall notify an employee in writing of any dissatisfaction concerning his work within seven (7) working days of the occurrence or discovery of the incident giving rise to the complaint. This notification shall be placed in the employee's personnel file and include particulars of work performance which led to such dissatisfaction. This document shall be supplied concurrently to the employee, who shall acknowledge having received such document by signing the file copy. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his record for use against him. 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.
- (b) Within five (5) days of an oral notification of suspension or dismissal, an employee shall be given written confirmation of the suspension or dismissal, including the reasons for such action.

- 28.02 Where an employee is suspended pending an investigation or pending a decision from the permanent head and the Employer feels that disciplinary action is necessary, that employee may be suspended temporarily with pay for a maximum of 15 working days by which time he will be informed of the definite decision.
- 28.03 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.
- 28.04 (a) 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.
- (b) Right to be Represented  
An employee who is required to attend a meeting with Employer representatives dealing with warnings, adverse reports, suspension or discharge shall be advised that he has a right to be accompanied by a Union representative.

**ARTICLE 29**  
**SAFETY**

29.01 Sub-Committee on Safety

It is agreed that a sub-committee of the Labour Management Committee will be formed for the purpose of providing prompt investigation of possibly hazardous situations.

- (a) This sub-committee will consist of one representative of the Association and one representative of the Employer, and shall have the authority to suspend the practice in question or otherwise remedy the situation pending further investigation. It is agreed that this sub-committee will report to the Labour Management Committee, but that its membership is not restricted to members of the Labour Management Committee. The sub-committee may draw on other personnel as required for investigation of specific situations.
- (b) The Labour Management Committee will determine the number of these committees needed and their locations in each district and/or department (covered under this Agreement).
- 29.02 The Employer will acquaint all new employees with the potential hazards of their jobs and shall inform all employees of any new safety hazards that might develop through the introduction of new machinery or new work methods.
- 29.03 All employees shall be required to familiarize themselves with the potential hazards associated with their duties.

- 29.04 All matters dealing with safety shall be discussed at the Labour Management Committee level. The mandate of Occupational, Health and Safety Committees shall be expanded to include environmental issues.
- 29.05 Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer.
- 29.06 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.

**ARTICLE 30**  
**GROUP INSURANCE**

- 30.01 The current Group Insurance Plan is summarized in Schedule C.
- 30.02 The Employer will pay 50% of the premiums of the Group Insurance Plan and the employees will pay 50%. The Employer will continue to pay 50% for a period of up to fifty-two (52) weeks on behalf of employees on maternity leave.
- 30.03 Seasonal employees shall have the right to continue coverage during layoff through direct payments of 100% of the premiums of the Insurance Plan.

**ARTICLE 31**  
**ACCESS AND SHOP STEWARDS**

- 31.01 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 interviews shall not interfere with the operations of the department concerned.
- 31.02 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.
- 31.03 The Employer agrees to recognize shop stewards appointed by the Union subject to the number of shop stewards being mutually agreed upon in writing by the Employer and the Union. The names of the shop stewards must be submitted in writing, as soon as possible after their appointment, to the Employer by the Union before their appointment is recognized by the Employer.
- 31.04 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.

- 31.05 The Employer, at the discretion 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.
- 31.06 No employee shall be discriminated against because of his acceptance of the position of shop steward or any other office of the association.
- 31.07 With the prior written approval of the permanent head, special leave with pay not exceeding seven and one-half (7 1/2) hours for other than Pilots (which shall be seven (7) hours) in each year, shall be awarded to shop stewards for the purpose of attending educational seminars.

**ARTICLE 32**  
**LABOUR MANAGEMENT COMMITTEE**

- 32.01 Labour Management Committee  
A Labour Management Committee shall be established in the Air Services Division. Such committee shall consist of an equal number of management and the Association representatives and shall be chaired alternately by a representative of management and a representative of the Association.
- 32.02 Each committee shall meet within two weeks of a request from the Employer's or the Union's representative.
- 32.03 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 33**  
**STATE OF EMERGENCY**

- 33.01 The following provisions shall apply to employees during a state of emergency declared by the Employer:
- (a) All employees shall be deemed to be on duty during the period of closure, with the exception of those employees designated by the permanent head as employees performing an essential service.
  - (b) Those employees designated by the permanent head as employees who perform an essential service shall be required to report for duty as scheduled. Where it is impossible for such employees to report for duty, the Employer will provide transportation for such employees.

- 33.02 Where it is possible for an employee in Clause 33.01 (b) to report for duty and the employee doesn't report for duty, he shall be subject to disciplinary action.
- 33.03 Those employees referred to in Clause 33.01 (b) above who are on special leave with or without pay immediately preceding the declaration of the state of emergency, will be deemed to be on special leave with or without pay, as the case may be, during the period so declared an emergency.
- 33.04 The permanent head shall endeavour to designate those employees referred to in Clause 33.01 (b) previous to the declared state of emergency, however, the permanent head may require any employee to report for duty during any period declared an emergency.
- 33.05 Notwithstanding Clause 33.01, the Employer reserves the right to close down or reduce staffing levels in any department(s) in which event employees so affected will not be required to report for duty and shall suffer no loss in pay or benefits for the period.

**ARTICLE 34**  
**STRIKES AND LOCKOUTS**

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

**ARTICLE 35**  
**AMENDMENT BY MUTUAL CONSENT**

- 35.01 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 36**  
**EMPLOYEE ASSISTANCE PROGRAM**

- 36.01 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 Association agree to co-operate in encouraging employees affected with alcohol or drug problems to undergo a co-ordinated program directed to the objective of their rehabilitation. (See Schedule G - Employee Assistance Program.)

**ARTICLE 37**  
**JOINT CONSULTATION**

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

**ARTICLE 38**  
**CLASSIFICATION**

- 38.01 Employees shall be notified, in writing, of any changes in their classification resulting from a review or an appeal.
- 38.02 The Classification Appeal Board shall carry out its function in accordance with the Classification Review and Appeal Board Procedures as set out in Schedule 'B'.
- 38.03 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'.
- 38.04 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 and Compensation Division of the Public Service Secretariat.

**ARTICLE 39**  
**TRAVEL ON EMPLOYER'S BUSINESS**

- 39.01 Effective the date of signing, 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> |
|------------------------|------------------|--------------|---------------|--------------|
| NL                     | \$8.00           | \$14.00      | \$21.70       | \$43.70      |
| <b>Other Provinces</b> | \$10.15          | \$16.40      | \$23.65       | \$50.20      |
| US                     | \$10.15          | \$16.40      | \$23.65       | \$50.20      |
| <b>Other</b>           | \$11.25          | \$17.95      | \$26.00       | \$55.20      |

- 39.02 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.
- 39.03 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 |

- 39.04 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.
- 39.05 (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 Employer, 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 compensations payable may not, however, in any case, be greater than if the travel arrangements had been set in accordance with Clause 39.05 (c)(i).
- (d) Subject to Clause 39.05 (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 days 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.  
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) Provisions in this Clause 39.05 shall not apply to the following:
- (i) Effective date of signing, 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.

39.06 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               |

39.07 The Employer shall, upon receipt of a suitable proof of payment, reimburse Air Crew personnel for the following flight chart amendment services, in either French or English, at the preference of the employee:

- 1) C.A.P. East
- 2) L.E. Charts
- 3) Flight Supplement
- 4) H.L. Charts (Air Ambulance only)

**ARTICLE 40**  
**SEASONAL ASSIGNMENTS**

40.01 Seasonal assignment means the periodic reassignment of an employee by the permanent head to a position which is of a seasonal nature and which may be higher or lower in classification than an employee's regular position.

40.02 (a) An employee who is on seasonal assignment to a position carrying a higher rate than the position the employee held prior to the seasonal assignment shall be reimbursed in accordance with Article 25 - Promotion - provided that on subsequent consecutive yearly seasonal assignments to an identical classification, the employee shall be reimbursed at the rate the employee would have received had the employee remained in the seasonal assignment.

(b) When a seasonal assignment ceases, the employee shall be returned to his regular position and rate with appropriate adjustments made for any salary increases awarded in the interim.

40.03 An employee who is on seasonal assignment to a position carrying a lower rate than the rate he held prior to the seasonal assignment shall retain his existing rate with appropriate salary adjustment.

**ARTICLE 41**  
**POLITICAL ACTIVITY**

- 41.01 All employees covered by this Agreement shall have the rights listed below, provided that (c) and (e) shall not occur during working hours and shall not impair their usefulness to the positions in which they are employed:
- (a) join the Political Party of their choice;
  - (b) vote in elections;
  - (c) fully participate in the activities of the Political Party of their choice;
  - (d) seek election to public office at the National, Provincial or Municipal level;
  - (e) take part in any other political activity.
- 41.02 (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 Employer (in writing) of his intent to return to work with the Employer.
- 41.03 During leave referred to in this Article, an employee shall maintain all earned benefits but shall not accrue any new benefits.
- 41.04 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 42**  
**AIRCRAFT ACCIDENTS AND INCIDENTS**

- 42.01 Where an employee is involved in an accident or incident as defined by the Transport Canada, relating to the operation of an aircraft while on duty, the Association will be notified.

**ARTICLE 43**  
**LOSS OF LICENCE**

- 43.01 Where an employee loses his Flight Crew Licence due to medical reasons, the Employer, in co-operation with the Public Service Commission, shall endeavour to find alternate employment within the Public Service for the employee.

**ARTICLE 44**  
**PROFICIENCY CHECK AND RENEWAL OF ENDORSEMENTS**

- 44.01 (a) The Employer shall provide permanent employees with equipment necessary to renew a licence or endorsement held by an employee when Government regulations require such licence or endorsement to be renewed during the permanent employee's period of employment.
- (b) The Employer shall provide Seasonal Water Bomber Crew with equipment necessary to renew a license or endorsement held by an employee when Government regulations require such license or endorsement to be renewed during the employee's period of seasonal employment.
- 44.02 (a) If a permanent employee fails to renew a required license or endorsement during his period of employment, he shall be retained without such license or endorsement until such time as he fails his second consecutive flight check to a maximum period of sixty (60) calendar days. During this period, the permanent employee shall be given training, to a maximum of ten (10) flight hours, in order to help him qualify for the required license or endorsement. Should the permanent employee fail in his second attempt, he shall be subject to disciplinary action, up to and including dismissal.
- (b) If a Seasonal Water Bomber Air Crew member fails to renew a required license or endorsement during his period of employment, he shall be retained without such license or endorsement until such time as he fails his second consecutive flight check to a maximum period of sixty (60) calendar days or to the end of his seasonal employment, whichever occurs first. During this period, the employee shall be given training, to a maximum of ten (10) flight hours, in order to help him qualify for the required license or endorsement. Should the employee fail in his second attempt, he shall be subject to disciplinary action, up to and including dismissal.

- 44.03 The present practice with respect to flight time necessary for the purpose of maintaining skill at levels adequate for flight checks shall be continued for the term of this Agreement. This practice shall include off-season flight time required by seasonal employees.
- 44.04 (a) The Employer agrees to continue present practice with respect to the reimbursement of fees paid by employees for the purpose of renewing endorsements, i.e. fees for instrument check rides and proficiency checks.
- (b) Where a medical examination is required by regulation in order to maintain a certification or license, the Employer will reimburse the employee up to two hundred dollars (\$200) per annum, upon the submission of satisfactory documentation.
- (c) The Employer agrees to reimburse licensed ground crew personnel to a maximum of seventy-five dollars (\$75) for the renewal of licenses and endorsements required by Transport Canada for the performance of their duties with the Employer.

**\*ARTICLE 45**  
**SEVERANCE PAY**

- \*45.01 (a) An employee who has one (1) or more years of continuous service in the employ of the Employer is entitled to be paid, 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. Maternity leave and adoption leave up to fifty-two (52) weeks shall be counted as service for severance pay purposes.
- (b) (i) For the purpose of this Article, service for a temporary, seasonal and part-time employees shall be the equivalent of one (1) year of accumulated service provided that where a break in employment exceeds twenty-four (24) 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 unless otherwise specified in the collective agreement.
- (iii) 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 (a) above, or, if he/she refunds the appropriate proportionate part of such severance pay.

- (c) 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 (a) above.
- (d) The effective date of this Article shall be March 31, 2018. Notwithstanding that employees may elect which quarter of the 2018/19 fiscal year to receive their severance entitlement, the rate of pay, service for severance entitlement and position used shall be that on March 31, 2018. Where an employee is on layoff or an approved leave of absence, the position and rate of pay at the date of layoff or date of leave of absence shall be used.
  - (i) The fiscal year commencing April 2018 shall be divided into four (4) quarters:
    - April 1, 2018 to June 30, 2018
    - July 1, 2018 to September 30, 2018
    - October 1, 2018 to December 31, 2018
    - January 1, 2019 to March 31, 2019
  - (ii) An employee shall notify the employer in writing and no later than April 30, 2018 which quarter they wish to receive their severance entitlement. Furthermore, the employee shall indicate in their written notification if he/she wishes to have all or a portion of his/her severance entitlement rolled into a RRSP. Where the employee fails to indicate same, they shall be paid their full severance entitlement.
- (e) Effective March 31, 2018, there shall be no further accumulation of service for severance pay purposes.

**ARTICLE 46**  
**SALARIES**

- 46.01 The salary scales set out in Schedule 'A' will become effective from the dates prescribed in that Schedule and the salary adjustment formula set forth therein will be applied.
- 46.02 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 47**  
**RELOCATION EXPENSES**

- 47.01 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 48**  
**LABRADOR ALLOWANCE**

- 48.01 All employees employed in Labrador shall receive benefits in accordance with the Labrador Benefits Agreement as contained in Schedule D.

**ARTICLE 49**  
**BULLETIN BOARDS**

- 49.01 Suitable bulletin boards shall be placed on the premises for the posting of notices by the Association. Notices are to be restricted to announcements of Association meetings and results of Association elections. Other notices shall be subject to the approval of the permanent head, and such approval shall not be unreasonably withheld.

**\*ARTICLE 50**  
**SENIORITY**

- \*50.01 (a) \*Definition of Seniority

For the purpose of this Article, an employee shall mean a person employed in the Public Service Air Services Division of the Province of Newfoundland and Labrador. Subject to Clause 50.05, seniority shall mean the total length of service within his/her employee group.

- (b) Application of Seniority

When an employee enters a new classification, he carries his seniority with him. In cases of temporary or seasonal assignment, the period of service, while on temporary or seasonal assignment shall be credited to the employee as if he was working in his regular classification. However, the period of service worked in the temporarily or seasonally assigned classification will be recorded by the Department concerned.

- (c) 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.

- 50.02 (a) All Public Service postings and all Air Services Division vacancies for full-time or recurring seasonal employment and/or new positions and/or temporary positions of greater than thirteen (13) weeks duration shall be posted in readily accessible places for a period of not less than seven (7) calendar days in order that all employees will have an opportunity to know about all postings and be able to make application therefore.
- (b) All vacancies identified in accordance with Clause 50.02(a) will be posted within the public service prior to outside applicants being considered, except where, in the opinion of the Public Service Commission, it is not in the public interest to comply with this provision.
- (c) The notice of postings shall contain the following information: classification title, summary of duties, minimum qualifications of the position, and the applicable wage rate or range. All job postings shall state "This position is open to male and female applicants".

50.03 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 either the Public Service Commission or chair of a departmental selection committee 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) Trial Period

The successful applicant 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. If a successful applicant, within the two (2) month trial period, decides that he wants to return to his former position, he shall be permitted to do so.

The trial period may be extended by mutual consent up to a maximum of one (1) additional month if the Employer determines additional time is needed to train and assess the performance of the employee.

50.04 (a) For the purpose of layoff, bumping and recall, there shall be three (3) distinct employee groups:

- (i) Ground Support
- (ii) Pilot I, II and III
- (iii) Seasonal Air Crew

Permanent/seasonal employees shall be deemed to have greater seniority than temporary employees.

(b) Layoff Procedure

Where the Department determines that a layoff is required within a headquarters area, the employees in the employee group 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

Where the Department determines that a recall is required, the employees in the employees group and classification affected by the recall, who have the most seniority, shall be the first employees recalled, provided that the employees who would be recalled in accordance with this procedure are qualified and able to perform the duties required.

(d) (i) An employee, who is to be laid off in accordance with Article 50.04 (b), or who is not recalled when a recall occurs within his employee group, shall have the option to bump the least senior employee, in a base of operation of his choice, in an equivalent or lower classification within his employee group, provided the employee retained is qualified and able to perform the duties required.

(ii) Reduction in Hours of Work

An employee whose scheduled hours of work are reduced will be entitled to exercise his/her bumping rights as if he/she were laid off.

(e) An employee who wishes to bump another employee in accordance with this procedure must provide written notice of his intention to the Employer 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 ten (10) days of the occurrence of a recall within his employee group. Employees who have indicated their intention to bump will not be required to assume the new position until the prescribed layoff notice period has expired.

- 50.05 For the purpose of this Agreement, seniority shall be considered broken and all seniority rights forfeited when an employee:
- (a) resigns;
  - (b) is dismissed for cause;
  - (c) fails to return to work within fourteen (14) calendar days after receiving notice to do so. Where an employee, because of extenuating circumstances acceptable to the Employer, is unable to report to work when required, he will not forfeit his recall rights. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for casual work at a time when he is employed elsewhere, shall not lose his recall rights for refusal to return to work;
  - (d) has been out of the service of the Employer in excess of twenty-four (24) consecutive months.
- \*50.06 The Employer may transfer an employee from one position to another position within the bargaining unit where such positions are assigned the same classification. In cases of permanent transfer which requires that the employee must change his place of residence, the employee shall have the option to accept or reject the transfer.
- \*50.07 Alternative to Layoff
- (a) Employees may be offered temporary employment in a lower classification if there is a vacancy available as an alternative to layoff. Such temporary employment will be paid for in accordance with the voluntary demotion procedure (Article 26).
  - (b) Employees refusing a transfer in lieu of layoff shall not be considered resigned.

**ARTICLE 51**  
**PERSONAL LOSS**

- 51.01 Subject to Clauses 51.02 and 51.03, 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).
- 51.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within two (2) days of the incident to the permanent head or his designated representative.
- 51.03 Any loss of employee owned tools or equipment incurred while secured within Government properties resulting from theft, burglary or vandalism will only be replaced by Government upon the receipt of a Police report confirming that the loss resulted from theft, burglary or vandalism.

Further, it is agreed that employees providing their own tools and equipment will file, on a quarterly basis, a list of tools and equipment used in the performance of their assigned duties. Such lists will be reviewed by the Employer and employees will be advised which items are eligible for coverage. In this regard, the thousand dollars (\$1,000) maximum referred to in Clause 51.01 shall not apply.

**ARTICLE 52**  
**CONTRACTING OUT**

- 52.01 The Employer may contract out any or all of the work coming within the jurisdiction of employees covered by this Collective Agreement.
- 52.02 Where the services of employees are to be terminated as a result of the Employer's decision to contract out work, then the Employer shall give the Association notice at least two (2) months prior to such contracting out, and shall endeavour to provide alternate employment within the Public Service, in co-operation with the Public Service Commission.
- 52.03 An employee who is sent to another Province to perform duties shall not have any change in his employment status with respect to service, salary, etc.

**ARTICLE 53**  
**ADVANCE NOTICE**

- 53.01 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 54**  
**CRIMINAL OR LEGAL LIABILITY**

- 54.01 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 55**  
**MEDIVAC EMERGENCY RESPONSE**

- 55.01 (a) In consideration of the occasions that Aircraft Maintenance Engineers, Aircraft Mechanics, Aircraft Dispatchers, Storekeepers I and II's are required to be available for aircraft emergency response for the medivac aircraft, these employees shall receive compensation for each eight (8) hour segment after normal working hours, as follows:
- |                           |         |
|---------------------------|---------|
| Effective date of signing | \$22.60 |
|---------------------------|---------|

- (b) At the option of the employee, in writing, the segments noted in Clause 55.01 (a) may be accumulated and paid in lump sum on the first payday in December.

**\*ARTICLE 56**

**DURATION OF AGREEMENT**

- \*56.01 Except as otherwise indicated, this Agreement shall be effective from the date of signing and shall remain in full force and effect until March 31, 2020 and from year to year thereafter unless either party to this Agreement gives notice within the seven-month period immediately prior to the expiration date of its desire to terminate the Agreement or requesting negotiations for a renewal or revision of the Agreement.
- 56.02 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 31 of March, 2018.

**SIGNED** on behalf of Treasury Board representing Her Majesty the Queen in Right of Newfoundland and Labrador by the Honourable Tom Osborne, President of the Treasury Board, and the Honourable Steve Crocker, Minister of Transportation & Works, in the presence of the witness hereto subscribing:

George Jaye  
Witness

[Signature]  
Witness

[Signature]  
[Signature]

**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:

Carrie Price  
Witness

David Chubb  
Randy Morris  
[Signature]  
[Signature]  
[Signature]  
[Signature]

**\*SCHEDULE "A"**

**SALARY IMPLEMENTATION FORMULA  
AND STEP PROGRESSION**

**Salary Rates**

- \*1. Effective April 1, 2016 - 0%
- Effective April 1, 2017 - 0%
- Effective April 1, 2018 - 0%
- Effective April 1, 2019 - 0%

- (A) 1. Red-circled employees whose regular salary does not exceed the maximum of the new salary scale 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 as listed in A above and the salary increase received by being placed on the top step. This cash payment will be paid for each regular hour worked.

- 2. Employees whose regular salary exceeds the maximum of the new salary scale shall receive a cash payment of the percentage increase applicable for their salary as listed in A above. This cash payment will be paid for each regular hour worked.

(B) **Step Progression - Employees other than seasonal firefighting crews.**

- 1. Employees shall continue to advance one step on their respective salary scales for each twelve (12) months of service accumulated, effective when the additional twelve (12) months of service was accumulated.
- 2. New employees shall advance one step on their respective salary scales for each twelve (12) months of service, and thereafter from year to year for each additional twelve (12) months of service accumulated.

(C) **Seasonal Water Bomber-Flight Crews**

- 1. For purposes of remuneration, the Fire Fighting Season includes the period of April 1st to September 30th of each year.
- 2. Water Bomber Pilots and Water Bomber Co-pilots will receive the salary indicated for the Fire Fighting Season on a pro-rated bi-weekly basis.
- 3. Effective April 1, 1989, Water Bomber Pilots and Water Bomber Co-pilots will advance from Step 1 to Step 2 upon commencement of their second season of service with the Air Services Division and thereafter from Step 2 to Step 3 with the commencement of their third season of service with the Air Services Division.

**Classification List (Schedule A – continued)**

**Ground Crew**

| <u>Classification Title</u>        | <u>Spec #</u> | <u>Pay Range</u> |
|------------------------------------|---------------|------------------|
| Accounting Clerk II                | B007          | CG-26            |
| Aircraft Dispatch Co-ordinator     | L001          | CG-30            |
| Aircraft Dispatch Co-ordinator D   | L138          | CG-34            |
| Aircraft Dispatcher II             | L003          | CG-28            |
| Aircraft Dispatcher IIA            | L137          | CG-29            |
| Aircraft Maintenance Engineer I    | J001          | CG-33            |
| Aircraft Maintenance Engineer II   | J006          | CG-38            |
| Aircraft Maintenance Engineer IB   | J052          | CG-35            |
| Aircraft Maintenance Engineer IIM  | J051          | CG-37            |
| Aircraft Mechanic                  | J007          | CG-28            |
| Aircraft Metal Worker II           | J008          | CG-34            |
| Aircraft Metal Worker IIA          | J055          | CG-35            |
| Assistant Chief Aircraft Inspector | P006          | CG-37            |
| Avionics Technician I              | J012          | CG-28            |
| Avionics Technician II             | J016          | CG-32            |
| Avionics Technician IIA            | J053          | CG-33            |
| Avionics Technician IIIA           | J054          | CG-35            |
| Buyer II                           | B037          | CG-27            |
| Clerk III                          | B055          | CG-24            |
| Clerk IV                           | B058          | CG-27            |
| Clerk IVB                          | B060          | CG-29            |
| Clerk Stenographer II              | B062          | CG-23            |
| Maintenance Repairer               | L079          | CG-22            |
| Storekeeper I                      | B246          | CG-24            |
| Storekeeper II                     | B247          | CG-25            |

**Air Ambulance**

- Pilot I
- Pilot II
- Pilot III

**Water Bomber**

- Check Pilot
- CL-415 Water Bomber Pilot
- CL-415 Water Bomber Co-Pilot
- Pilot - Bird Dog Spotter

Air Services Salary Scales (Schedule A – continued)

Effective April 1, 2016

|       | <u>STEP 1</u> | <u>STEP 2</u> | <u>STEP 3</u> |
|-------|---------------|---------------|---------------|
| CG-08 | \$16.41       | \$16.95       | \$17.48       |
| CG-09 | \$16.55       | \$17.09       | \$17.58       |
| CG-10 | \$16.67       | \$17.18       | \$17.73       |
| CG-11 | \$16.76       | \$17.32       | \$17.88       |
| CG-12 | \$16.94       | \$17.50       | \$18.01       |
| CG-13 | \$17.09       | \$17.65       | \$18.24       |
| CG-14 | \$17.25       | \$17.85       | \$18.45       |
| CG-15 | \$17.48       | \$18.08       | \$18.69       |
| CG-16 | \$17.67       | \$18.33       | \$18.93       |
| CG-17 | \$17.96       | \$18.65       | \$19.31       |
| CG-18 | \$18.15       | \$18.85       | \$19.56       |
| CG-19 | \$18.52       | \$19.27       | \$19.99       |
| CG-20 | \$18.88       | \$19.68       | \$20.48       |
| CG-21 | \$19.22       | \$20.06       | \$20.94       |
| CG-22 | \$19.58       | \$20.49       | \$21.47       |
| CG-23 | \$19.98       | \$20.95       | \$21.95       |
| CG-24 | \$20.71       | \$21.75       | \$22.81       |
| CG-25 | \$21.53       | \$22.62       | \$23.74       |
| CG-26 | \$22.23       | \$23.43       | \$24.61       |

**Air Services Salary Scales (Schedule A – continued)**

**Effective April 1, 2016**

|       | <b><u>STEP 1</u></b> | <b><u>STEP 2</u></b> | <b><u>STEP 3</u></b> |
|-------|----------------------|----------------------|----------------------|
| CG-27 | \$23.07              | \$24.28              | \$25.53              |
| CG-28 | \$23.89              | \$25.17              | \$26.47              |
| CG-29 | \$24.52              | \$25.84              | \$27.23              |
| CG-30 | \$25.18              | \$26.60              | \$27.96              |
| CG-31 | \$26.14              | \$27.56              | \$29.04              |
| CG-32 | \$26.97              | \$28.48              | \$29.98              |
| CG-33 | \$27.85              | \$29.39              | \$30.98              |
| CG-34 | \$28.78              | \$30.41              | \$32.06              |
| CG-35 | \$29.83              | \$31.57              | \$33.28              |
| CG-36 | \$30.98              | \$32.78              | \$34.58              |
| CG-37 | \$32.08              | \$33.96              | \$35.83              |
| CG-38 | \$33.25              | \$35.17              | \$37.10              |
| CG-39 | \$34.36              | \$36.39              | \$38.45              |
| CG-40 | \$35.47              | \$37.61              | \$39.69              |

**Air Services Salary Scales (Schedule A – continued)**

**Effective April 1, 2017**

|       | <b><u>STEP 1</u></b> | <b><u>STEP 2</u></b> | <b><u>STEP 3</u></b> |
|-------|----------------------|----------------------|----------------------|
| CG-08 | \$16.41              | \$16.95              | \$17.48              |
| CG-09 | \$16.55              | \$17.09              | \$17.58              |
| CG-10 | \$16.67              | \$17.18              | \$17.73              |
| CG-11 | \$16.76              | \$17.32              | \$17.88              |
| CG-12 | \$16.94              | \$17.50              | \$18.01              |
| CG-13 | \$17.09              | \$17.65              | \$18.24              |
| CG-14 | \$17.25              | \$17.85              | \$18.45              |
| CG-15 | \$17.48              | \$18.08              | \$18.69              |
| CG-16 | \$17.67              | \$18.33              | \$18.93              |
| CG-17 | \$17.96              | \$18.65              | \$19.31              |
| CG-18 | \$18.15              | \$18.85              | \$19.56              |
| CG-19 | \$18.52              | \$19.27              | \$19.99              |
| CG-20 | \$18.88              | \$19.68              | \$20.48              |
| CG-21 | \$19.22              | \$20.06              | \$20.94              |
| CG-22 | \$19.58              | \$20.49              | \$21.47              |
| CG-23 | \$19.98              | \$20.95              | \$21.95              |
| CG-24 | \$20.71              | \$21.75              | \$22.81              |
| CG-25 | \$21.53              | \$22.62              | \$23.74              |
| CG-26 | \$22.23              | \$23.43              | \$24.61              |

**Air Services Salary Scales (Schedule A – continued)**

**Effective April 1, 2017**

|       | <b><u>STEP 1</u></b> | <b><u>STEP 2</u></b> | <b><u>STEP 3</u></b> |
|-------|----------------------|----------------------|----------------------|
| CG-27 | \$23.07              | \$24.28              | \$25.53              |
| CG-28 | \$23.89              | \$25.17              | \$26.47              |
| CG-29 | \$24.52              | \$25.84              | \$27.23              |
| CG-30 | \$25.18              | \$26.60              | \$27.96              |
| CG-31 | \$26.14              | \$27.56              | \$29.04              |
| CG-32 | \$26.97              | \$28.48              | \$29.98              |
| CG-33 | \$27.85              | \$29.39              | \$30.98              |
| CG-34 | \$28.78              | \$30.41              | \$32.06              |
| CG-35 | \$29.83              | \$31.57              | \$33.28              |
| CG-36 | \$30.98              | \$32.78              | \$34.58              |
| CG-37 | \$32.08              | \$33.96              | \$35.83              |
| CG-38 | \$33.25              | \$35.17              | \$37.10              |
| CG-39 | \$34.36              | \$36.39              | \$38.45              |
| CG-40 | \$35.47              | \$37.61              | \$39.69              |

Air Services Salary Scales (Schedule A – continued)

Effective April 1, 2018

|       | <u>STEP 1</u> | <u>STEP 2</u> | <u>STEP 3</u> |
|-------|---------------|---------------|---------------|
| CG-08 | \$16.41       | \$16.95       | \$17.48       |
| CG-09 | \$16.55       | \$17.09       | \$17.58       |
| CG-10 | \$16.67       | \$17.18       | \$17.73       |
| CG-11 | \$16.76       | \$17.32       | \$17.88       |
| CG-12 | \$16.94       | \$17.50       | \$18.01       |
| CG-13 | \$17.09       | \$17.65       | \$18.24       |
| CG-14 | \$17.25       | \$17.85       | \$18.45       |
| CG-15 | \$17.48       | \$18.08       | \$18.69       |
| CG-16 | \$17.67       | \$18.33       | \$18.93       |
| CG-17 | \$17.96       | \$18.65       | \$19.31       |
| CG-18 | \$18.15       | \$18.85       | \$19.56       |
| CG-19 | \$18.52       | \$19.27       | \$19.99       |
| CG-20 | \$18.88       | \$19.68       | \$20.48       |
| CG-21 | \$19.22       | \$20.06       | \$20.94       |
| CG-22 | \$19.58       | \$20.49       | \$21.47       |
| CG-23 | \$19.98       | \$20.95       | \$21.95       |
| CG-24 | \$20.71       | \$21.75       | \$22.81       |
| CG-25 | \$21.53       | \$22.62       | \$23.74       |
| CG-26 | \$22.23       | \$23.43       | \$24.61       |

**Air Services Salary Scales (Schedule A – continued)**

**Effective April 1, 2018**

|       | <b><u>STEP 1</u></b> | <b><u>STEP 2</u></b> | <b><u>STEP 3</u></b> |
|-------|----------------------|----------------------|----------------------|
| CG-27 | \$23.07              | \$24.28              | \$25.53              |
| CG-28 | \$23.89              | \$25.17              | \$26.47              |
| CG-29 | \$24.52              | \$25.84              | \$27.23              |
| CG-30 | \$25.18              | \$26.60              | \$27.96              |
| CG-31 | \$26.14              | \$27.56              | \$29.04              |
| CG-32 | \$26.97              | \$28.48              | \$29.98              |
| CG-33 | \$27.85              | \$29.39              | \$30.98              |
| CG-34 | \$28.78              | \$30.41              | \$32.06              |
| CG-35 | \$29.83              | \$31.57              | \$33.28              |
| CG-36 | \$30.98              | \$32.78              | \$34.58              |
| CG-37 | \$32.08              | \$33.96              | \$35.83              |
| CG-38 | \$33.25              | \$35.17              | \$37.10              |
| CG-39 | \$34.36              | \$36.39              | \$38.45              |
| CG-40 | \$35.47              | \$37.61              | \$39.69              |

**Air Services Salary Scales (Schedule A – continued)**

**Effective April 1, 2019**

|       | <b><u>STEP 1</u></b> | <b><u>STEP 2</u></b> | <b><u>STEP 3</u></b> |
|-------|----------------------|----------------------|----------------------|
| CG-08 | \$16.41              | \$16.95              | \$17.48              |
| CG-09 | \$16.55              | \$17.09              | \$17.58              |
| CG-10 | \$16.67              | \$17.18              | \$17.73              |
| CG-11 | \$16.76              | \$17.32              | \$17.88              |
| CG-12 | \$16.94              | \$17.50              | \$18.01              |
| CG-13 | \$17.09              | \$17.65              | \$18.24              |
| CG-14 | \$17.25              | \$17.85              | \$18.45              |
| CG-15 | \$17.48              | \$18.08              | \$18.69              |
| CG-16 | \$17.67              | \$18.33              | \$18.93              |
| CG-17 | \$17.96              | \$18.65              | \$19.31              |
| CG-18 | \$18.15              | \$18.85              | \$19.56              |
| CG-19 | \$18.52              | \$19.27              | \$19.99              |
| CG-20 | \$18.88              | \$19.68              | \$20.48              |
| CG-21 | \$19.22              | \$20.06              | \$20.94              |
| CG-22 | \$19.58              | \$20.49              | \$21.47              |
| CG-23 | \$19.98              | \$20.95              | \$21.95              |
| CG-24 | \$20.71              | \$21.75              | \$22.81              |
| CG-25 | \$21.53              | \$22.62              | \$23.74              |
| CG-26 | \$22.23              | \$23.43              | \$24.61              |

**Air Services Salary Scales (Schedule A – continued)**

**Effective April 1, 2019**

|       | <b><u>STEP 1</u></b> | <b><u>STEP 2</u></b> | <b><u>STEP 3</u></b> |
|-------|----------------------|----------------------|----------------------|
| CG-27 | \$23.07              | \$24.28              | \$25.53              |
| CG-28 | \$23.89              | \$25.17              | \$26.47              |
| CG-29 | \$24.52              | \$25.84              | \$27.23              |
| CG-30 | \$25.18              | \$26.60              | \$27.96              |
| CG-31 | \$26.14              | \$27.56              | \$29.04              |
| CG-32 | \$26.97              | \$28.48              | \$29.98              |
| CG-33 | \$27.85              | \$29.39              | \$30.98              |
| CG-34 | \$28.78              | \$30.41              | \$32.06              |
| CG-35 | \$29.83              | \$31.57              | \$33.28              |
| CG-36 | \$30.98              | \$32.78              | \$34.58              |
| CG-37 | \$32.08              | \$33.96              | \$35.83              |
| CG-38 | \$33.25              | \$35.17              | \$37.10              |
| CG-39 | \$34.36              | \$36.39              | \$38.45              |
| CG-40 | \$35.47              | \$37.61              | \$39.69              |

**Air Services Salary Scales (Schedule A – continued)**

**Effective April 1, 2016**

|       | <b><u>STEP 1</u></b> | <b><u>STEP 2</u></b> | <b><u>STEP 3</u></b> | <b><u>STEP 4</u></b> |
|-------|----------------------|----------------------|----------------------|----------------------|
| PI-01 | 59,502               | 62,040               | 65,944               | 69,843               |
| PI-02 | 72,215               | 75,338               | 80,182               | 85,029               |
| PI-03 | 75,828               | 79,104               | 84,193               | 89,278               |

**Effective April 1, 2017**

|       | <b><u>STEP 1</u></b> | <b><u>STEP 2</u></b> | <b><u>STEP 3</u></b> | <b><u>STEP 4</u></b> |
|-------|----------------------|----------------------|----------------------|----------------------|
| PI-01 | 59,502               | 62,040               | 65,944               | 69,843               |
| PI-02 | 72,215               | 75,338               | 80,182               | 85,029               |
| PI-03 | 75,828               | 79,104               | 84,193               | 89,278               |

**Effective April 1, 2018**

|       | <b><u>STEP 1</u></b> | <b><u>STEP 2</u></b> | <b><u>STEP 3</u></b> | <b><u>STEP 4</u></b> |
|-------|----------------------|----------------------|----------------------|----------------------|
| PI-01 | 59,502               | 62,040               | 65,944               | 69,843               |
| PI-02 | 72,215               | 75,338               | 80,182               | 85,029               |
| PI-03 | 75,828               | 79,104               | 84,193               | 89,278               |

**Effective April 1, 2019**

|       | <b><u>STEP 1</u></b> | <b><u>STEP 2</u></b> | <b><u>STEP 3</u></b> | <b><u>STEP 4</u></b> |
|-------|----------------------|----------------------|----------------------|----------------------|
| PI-01 | 59,502               | 62,040               | 65,944               | 69,843               |
| PI-02 | 72,215               | 75,338               | 80,182               | 85,029               |
| PI-03 | 75,828               | 79,104               | 84,193               | 89,278               |

**Water Bomber Salary Scales (Schedule A – continued)**

**Effective April 1 , 2016**

|  | <b><u>STEP 1</u></b> | <b><u>STEP 2</u></b> | <b><u>STEP 3</u></b> |
|--|----------------------|----------------------|----------------------|
| <b>CL-415 Water Bomber Pilots CL-01</b>    | 66,123               | 71,564               | 77,011               |
| <b>CL-415 Water Bomber Co-Pilots CL-02</b> | 54,220               | 58,684               | 63,147               |
| <b>Bird Dog/Spotter Pilots CL-03</b>       | 44,460               | 48,123               | 51,783               |

**Effective April 1 , 2017**

|  | <b><u>STEP 1</u></b> | <b><u>STEP 2</u></b> | <b><u>STEP 3</u></b> |
|--|----------------------|----------------------|----------------------|
| <b>CL-415 Water Bomber Pilots CL-01</b>    | 66,123               | 71,564               | 77,011               |
| <b>CL-415 Water Bomber Co-Pilots CL-02</b> | 54,220               | 58,684               | 63,147               |
| <b>Bird Dog/Spotter Pilots CL-03</b>       | 44,460               | 48,123               | 51,783               |

**Effective April 1 , 2018**

|  | <b><u>STEP 1</u></b> | <b><u>STEP 2</u></b> | <b><u>STEP 3</u></b> |
|--|----------------------|----------------------|----------------------|
| <b>CL-415 Water Bomber Pilots CL-01</b>    | 66,123               | 71,564               | 77,011               |
| <b>CL-415 Water Bomber Co-Pilots CL-02</b> | 54,220               | 58,684               | 63,147               |
| <b>Bird Dog/Spotter Pilots CL-03</b>       | 44,460               | 48,123               | 51,783               |

**Effective April 1 , 2019**

|  | <b><u>STEP 1</u></b> | <b><u>STEP 2</u></b> | <b><u>STEP 3</u></b> |
|--|----------------------|----------------------|----------------------|
| <b>CL-415 Water Bomber Pilots CL-01</b>    | 66,123               | 71,564               | 77,011               |
| <b>CL-415 Water Bomber Co-Pilots CL-02</b> | 54,220               | 58,684               | 63,147               |
| <b>Bird Dog/Spotter Pilots CL-03</b>       | 44,460               | 48,123               | 51,783               |

**Water Bomber Check Pilot**                      To be paid at 5% above the respective CL-415 Captain

**Water Bomber Co-Pilot**                        To be paid 82% of the CL-415 Water Bomber Pilot Salary Scale

**Bird Dog Pilot**                                    To be paid 82% of the CL-415 Water Bomber Co-Pilot Salary Scale

**\*“SCHEDULE “B”**

**THE CLASSIFICATION REVIEW AND APPEAL PROCESS**

**A. Definitions**

1. “Appeal” means a request by an employee to the Classification Appeal Adjudicator to review specific factor allocations determined by the Classification & Organizational Design Division that he/she considers being incorrect.
2. “Adjudicator” refers to an individual who is appointed to the position of Classification Appeal Adjudicator of the Public Service Commission.
3. “Classification” means the identification of a position by reference to a classification title and pay range number.
4. “Classification Appeal Adjudicator” means the individual appointed to function in accordance with these procedures.
5. “Day” means a working day.
6. “Factor” means a compensable job element that applies to all jobs.
7. “Factor Rating” means the numerical value assigned to a factor.
8. “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 CEO and/or Executive Director.
9. “Review” means a re-appraisal or re-assessment of an employee's position classification by the Classification & Organizational Design Division of the Human Resource Secretariat upon request of an employee or the permanent head on behalf of an organization.
10. “Treasury Board” means Treasury Board as constituted pursuant to *The Financial Administration Act* as now or hereafter amended.
11. “Organization” means the Government of Newfoundland and Labrador, commission, agency, hospital or other entity mentioned in Section A.8.

**B. Classification Review Process**

1. The process of a classification review shall be available to an organization if the organization considers that a position has been improperly classified by the Classification & Organizational Design Division of the Human Resource 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 & Organizational Design Division of the Human Resource Secretariat.

2. A review 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. Organizations or employees who wish to have a position reviewed are able to do so by submitting a Position Description Questionnaire (PDQ) to the Classification & Organizational Design Division, Human Resource Secretariat, Confederation Building, St. John's, A1B 4J6. Employees may use the Microsoft Word version of the PDQ or complete and submit the PDQ online.

Information on access to the necessary documents can be found in the Human Resource Secretariat's website <http://www.exec.gov.nl.ca/exec/hrs/newjobevaluation.html>

4. A request for review shall be regarded as closed:
  - when a decision is rendered thereon by the Classification & Organizational Design Division;
  - if the employee(s) requests in writing the withdrawal of the request for review;
  - in the event an employee is dismissed with cause. If the employee separates from the organization for a reason other than dismissal for cause, the employee may request the difference in pay as a result of an outstanding classification review but would not be entitled to a further review or appeal; or
  - if the permanent head, in the case of an organization request for review, requests in writing the withdrawal of the request for review.
5. All documents relating to a classification review shall be maintained by the Classification & Organizational Design Division. Copies of such classification review materials shall be provided to the Classification Appeal Adjudicator upon its request.

**C. Classification Appeal Process**

1. If an employee is dissatisfied with the decision of the Classification & Organizational Design Division, an appeal of the decision may be submitted to the Classification Appeal Adjudicator of the Public Service Commission. The request for an appeal must identify

which factor(s) is/are being challenged and the associated rationale for each factor(s). The appeal process is restricted to those factors identified as being challenged and sufficient reasoning provided.

2. All such appeals shall be submitted to the Classification Appeal Adjudicator in writing within a period of not more than fourteen (14) days after the receipt by an employee of notification of the Classification & Organizational Design Division's decision as above mentioned.
3. A classification appeal of specific factor(s) shall not be accepted by the Classification Appeal Adjudicator based on job content which differs from that reviewed by the Classification & Organizational Division. In such a case, the employee or group of employees shall first approach the Classification and Organizational Division seeking a further review on the basis of the new circumstances involved.
4. The Classification Appeal Adjudicator shall be an independent position created within the Public Service Commission.
5. The Classification Appeal Adjudicator is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures.
6. Changes in these procedures shall be recommended for approval only after co-ordination with the Public Service Commission, and the Human Resource Secretariat.
7. The Classification Appeal Adjudicator may render decisions based on the information provided or may hold hearings if deemed necessary. The appellant may be required to appear at any time and in any place in the province deemed desirable.
8. The Classification Appeal Adjudicator shall only consider and rule upon the factors challenged by an individual employee, or group of employees having identical classifications, provided that such employee or group shall first have submitted their request in accordance with Section 3 of Part B and shall have been notified in writing of the Classification & Organizational Design Division's decision on the request.
9. The Classification Appeal Adjudicator has the right to refuse to receive or hear an appeal if it considers that the grounds on which the appeal was submitted are irrelevant or not in accordance with Sections 1 and 2 of Part B.
10. The employing organization concerned shall allow time off from regular duties to any employee who is required by the Classification Appeal Adjudicator to appear before him/her 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.

11. On receipt of an appeal from an employee or a group of employees, the Classification Appeal Adjudicator may request the Classification & Organizational Design Division to assemble all pertinent information prepared as a result of the classification review, a copy of which will be provided to the appellant and the immediate supervisor by the Classification Appeal Adjudicator.
12. 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 Classification Appeal Adjudicator within fourteen (14) days of receiving the file, a written statement including any supporting documentation which details his/her questions or comments.
13. A copy of the appellant's written statement and supporting documentation will be sent by the Classification Appeal Adjudicator, within three (3) days of receipt, to the Classification & Organizational Design Division who may respond or be requested to respond in writing within fourteen (14) days to the questions or observations raised by the appellant. Such response shall be forwarded by the Classification Appeal Adjudicator to the appellant within three (3) days of receipt. This cumulative documentation shall then constitute the entire appeal file to be considered by the Classification Appeal Adjudicator.
14. Where the Classification Appeal Adjudicator is satisfied that all relevant documentation is on file, it shall determine whether a hearing is warranted or if a decision can be rendered on the basis of the written documentation provided.
15. Where in the opinion of the Classification Appeal Adjudicator a group of appellants' position description questionnaires are sufficiently similar, have identical ratings and the appellants are employed in the same classification by the same organization, the Adjudicator may propose the consolidation of individual appeals to those appellants such that the appeals of individuals may be decided upon in a group appeal.
16. Where the Classification Appeal Adjudicator proposes a group review, the individual appellants must indicate their agreement with the group review in writing.
17. Where not all appellants agree to consolidation, the Classification Appeal Adjudicator will first decide on a consolidated basis the appeals of those appellants who are in agreement with consolidation. Those appellants not in agreement shall be provided an opportunity for individual review, as soon as practical following the determination of a consolidated appeal.
18. When the Classification Appeal Adjudicator renders a decision on those factors challenged on the basis of the written documentation, notification of such decision on those factors challenged shall be forwarded to the Classification & Organizational Design Division. The Classification & Organizational Design Division will notify and provide the necessary authority to the employing agency as well as provide a copy of the Classification Appeal Adjudicator's decision and the impact, if any, on the position to the appellant and his/her designate.

19. If a hearing is warranted, the appellant, a permanent head or management designate and a representative of Classification & Organizational Design Division may be requested to appear before the Classification Appeal Adjudicator.
20. Appellants are to be given two opportunities to postpone appeal hearings after which appeals will then be withdrawn by the Classification Appeal Adjudicator.
21. The hearing will be presided over by the Classification Appeal Adjudicator who will retain control over the conduct of the hearing and who will rule on the relevancy of any questions raised by any of the parties.
22. The Classification Appeal Adjudicator may adjourn the hearing and order the appearance of any person or party who, at the Classification Appeal Adjudicator's discretion, it deems necessary to appear to give information or to clarify any issue raised during the hearing.
23. Following the conclusion of the hearing, the Classification Appeal Adjudicator will deliberate on and consider all relevant evidence and supporting information. Within fifteen (15) working days of reaching a decision, the Classification Appeal Adjudicator shall inform the Classification & Organizational Design Division in writing over the signature of the Classification Appeal Adjudicator of his/her decision on those factors challenged and a detailed explanation of the rationale of any change from the Classification & Organizational Design Division's original determination. The Classification & Organizational Design Division will notify and provide the necessary authority to the employing agency as well as provide a copy of the Classification Appeal Adjudicator's decision and the impact, if any, on the position to the appellant and his/her designate.
24. The Classification Appeal Adjudicator is required to submit written reasons to the Classification & Organizational Design Division for those decisions that result in changes in the factors challenged.
25. The impacts of changes in ratings arising from decisions of the Classification Appeal Adjudicator shall be processed by the Classification & Organizational Design Division in accordance with the Human Resource Secretariat's compensation policies.
26. The decision of the Classification Appeal Adjudicator on an appeal is final and binding on the parties to the appeal.
27. An appeal shall be regarded as closed:
  - when a decision is rendered thereon by the Classification Appeal Adjudicator;
  - if the appellant requests in writing the withdrawal of the appeal;
  - in the event an employee is dismissed with cause; or
  - if the appellant postpones a hearing in accordance with Section 20 of Part C.

**\*SCHEDULE C**

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

The online "Employee/Retiree Benefits" booklet contains a more detailed description of the benefits and the member's responsibilities under 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 [http://www.exec.gov.nl.ca/exec/hrs/working\\_with\\_us/employee\\_benefits.html](http://www.exec.gov.nl.ca/exec/hrs/working_with_us/employee_benefits.html) for further information.

**BENEFITS**

**BASIC GROUP LIFE INSURANCE**

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

If your insurance ceases on or prior to age 65, you may be entitled to convert the cancelled amount of basic group life insurance to an individual policy of the type then being offered by the insurer to conversion applicants **within 31 days** of the termination 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 your dependents are insured under the plan, the insurance company will pay you \$10,000 in respect of your spouse and \$5,000 in respect of each insured dependent child. This applies to those employees with family health coverage only.

**BASIC 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 or Loss of Use of:**

- Life
- Sight of One Eye
- Speech
- One Arm
- One Leg
- One Hand
- One Foot

**66 2/3% of Principal Sum for Loss of or Loss of Use of:**

- Hearing in One Ear
- Thumb and Index Finger
- Four Fingers of One Hand

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

- All Toes of One Foot

**200% of Principal Sum for Loss of Use:**

- 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)

"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.

No benefits are paid for injury or death resulting from:

- suicide while sane or insane;
- intentionally self-inflicted injury or suicide;
- viral or bacterial infections, except pyogenic infections occurring through the injury from which loss is being claimed;
- any form of illness or physical or mental infirmity;
- medical or surgical treatment;
- service, including part-time or temporary service, in the armed forces of any country;
- war, insurrection or voluntary participation in a riot;
- air travel serving as a crew member, or in aircraft owned, leased or rented by your employer, or air travel where the aircraft is not licensed or the pilot is not certified to operate the aircraft.

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

|                          |                               |                                |
|--------------------------|-------------------------------|--------------------------------|
| Repatriation Benefit     | Occupational Training Benefit | Identification Benefit         |
| Wheelchair Benefit       | Seat Belt Benefit             | Funeral Expense Benefit        |
| Education Benefit        | Hospital Confinement Benefit  | Workplace Modification Benefit |
| Weekly Benefit           | Daycare Benefit               | Family Transportation Benefit  |
| Business Venture Benefit |                               |                                |

### **WAIVER OF PREMIUM PROVISION**

If an insured member becomes totally disabled before age 65, the group life, dependent life, accidental death and dismemberment, voluntary accidental death and dismemberment, voluntary term life insurance, and critical illness may be continued to age 65 without payment of premiums. To have premiums waived, claims forms must be submitted with 10 months from date of disability and the employee must be totally disabled for at least 119 calendar days.

### **HEALTH INSURANCE BENEFITS FOR MEMBERS AND DEPENDENTS**

#### **Hospital Benefit**

If you or any of your insured dependents are confined in a hospital coverage is provided at 100% to a covered maximum of \$85 per day.

#### **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 dispensing fee plus any applicable surcharge over the ingredient cost. 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. The Government of Newfoundland and Labrador, through a consultation process with the insurer and drug experts, determines the drugs that are covered under the plan, and typically follows the recommendations of The Canadian Expert Drug Advisory Committee. There is no guarantee or obligation expressed or implied that all drugs recommended by physicians will be covered by the plan. Some drugs may require special authorization, details of the special authorization process are outlined in the online "Employee/Retiree Benefits" 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. Coverage is provided at 80% to a covered maximum of \$70.

- b) 100% of the maximum covered expense of \$150 for single vision lenses and frames, \$200 for bifocal lenses and frames and \$250 for trifocal and progressive adaptive lenses and frames every three calendar years. **For dependent children under age 18 expenses are eligible once in a calendar year provided there is a change in the strength of their prescription.** 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) 100% of the maximum covered expense of \$250 every two calendar years for the purchase of contact lenses when prescribed for severe corneal scarring, keratoconus or aphakia and if the cornea is impaired so that visual acuity cannot be improved to at least to 20/40 level in the better eye with eyeglasses.
- d) one pair of eyeglasses when prescribed by an Ophthalmologist following non-refractive eye surgery, to 100% 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, bifocal, trifocal or progressive adaptive lenses 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. 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, wheelchairs, braces, crutches, ambulance service, chiropractors, to name a few. Pre-authorization is required for the rental and/or purchase of all durable equipment and all Nursing Care/Home Care benefits. 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 online 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:

- Expenses private insurers are not permitted to cover by law
- Services or supplies for which a charge is made only because you have insurance coverage

- The portion of the expense for services or supplies that is payable by the government public health plan in your home province, whether or not you are actually covered under the government public health plan
- Any portion of services or supplies which you are entitled to receive, or for which you are entitled to a benefit or reimbursement, by law or under a plan that is legislated, funded, or administered in whole or in part by a provincial / federal government plan, without regard to whether coverage would have otherwise been available under this plan
- Services or supplies that do not represent reasonable treatment
- Services or supplies associated with:
  - treatment performed only for cosmetic purposes
  - recreation or sports rather than with other daily living activities
  - the diagnosis or treatment of infertility
  - contraception, other than contraceptive drugs and products containing a contraceptive drug
- Services or supplies associated with a covered service or supply, unless specifically listed as a covered service or supply or determined by Great-West Life to be a covered service or supply
- Extra medical supplies that are spares or alternates
- Services or supplies received out-of-province in Canada unless you are covered by the government health plan in your home province and Great-West Life would have paid benefits for the same services or supplies if they had been received in your home province
- Expenses arising from war, insurrection, or voluntary participation in a riot
- Chronic care
- Podiatric treatments for which a portion of the cost is payable under the Ontario Health Insurance Plan (OHIP). Benefits for these services are payable only after the maximum annual OHIP benefit has been paid
- Vision care services and supplies required by an employer as a condition of employment
- Prescription sunglasses and safety glasses

### **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 Group Travel Insurance is limited to a maximum of ninety (90) days per trip for travel within Canada. Coverage commences from the actual date of departure from your province of residence. Coverage under Group Travel Insurance is limited to thirty (30) days per trip for travel outside Canada. Coverage commences from the actual date of departure from Canada.

A person with an existing medical condition must be stable for 3 months prior to travelling. Stable means there has been no period of hospitalization, no increase or modification in treatment or prescribed medication, or no symptom for which a reasonably prudent person would consult a physician. Stable dosage does not apply to diabetics.

Additional coverage is available from Great-West Life 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 under the age of 65 and be a member of either the Public Service Pension Plan or the Uniformed Services Pension Plan. To be eligible for LTD benefits, claim forms must be submitted with 10 months from date of disability and the employee must be totally disabled for at least 119 calendar days.

### **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 is incapacitated for a continuous period beginning before age 21 or while a full-time student and before age 25. A child is considered functionally impaired if they are incapable of supporting themselves due to a physical or psychiatric disorder.

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 permanent employees working a regular work week are required to participate on the first day of employment
- all part-time permanent employees working a minimum of 50% of the regular work week are required to participate from the first day of employment
- all full-time temporary employees, if hired for a period of more than three months, are required to participate from the first day of employment. Full-time temporary employees who are hired for a period of less than three months, who have their contract extended for an additional period of at least three months, are required to participate on the date of notification that their employment was extended.
- all contractual employees, if hired for a period of more than three months, are eligible from the first day of employment. Contractual employees who are hired for a period of less than three months, who have their contract extended for an additional period of at least three months, are eligible to participate on the date of notification that the contract was extended.

Contractual employees are not eligible to participate beyond 31 days of their eligibility date.

- all regular seasonal employees are required to participate in the plan from their first day of active employment. During periods of lay-off, provided they do not work for another employer during such lay-off, regular seasonal employees have the option to continue coverage provided the employer is duly notified prior to the commencement of the layoff. **Coverage will not continue unless a “Continuation of Coverage” form is completed, signed, and given to your Group Plan Administrator prior to you leave.**
- all casual employees working a minimum of 50% of the normal working hours for their job classification in the previous calendar year are required to participate in the following policy year (April 1 to March 31). Eligibility for casual employees is reviewed on an annual basis.
- 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. Optional Long Term Disability and Critical Illness will terminate. Basic Life and Basic AD&D coverage will be reduced on the first of the month following the date of retirement or age 65, whichever occurs first.
- for retirees, upon attainment of age 65, all basic life and optional life insurance policies terminate. At 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 and any insurable dependent children, who on the date of your death was insured under the plan, may have the option of continuing in the group insurance program.

#### **EMPLOYEE AND RETIREE RESPONSIBILITY**

You should note that you have responsibilities to fulfill. You are responsible for the following:

- For ensuring that you have applied for the coverage you wish to have for yourself on your enrolment forms and your dependents within the appropriate time frames.
- To change your coverage from single to family within the appropriate time frame. If the coverage is not changed within 31 days of acquiring your first eligible dependent an Evidence of Insurability on Dependents is required for approval.
- To add a spouse to this plan in the event that he or she loses coverage under another plan within a 31 day period following the loss of coverage to avoid having to provide medical evidence.

- For examining payroll deductions for each pay period for all group insurance benefits. Examples would include family versus single coverage and optional benefit premiums particularly when you have requested changes in coverage and at the annual renewal date when the premiums are adjusted. This will ensure accuracy and allow for corrections on a timely basis. Coverage details can be confirmed through pay stubs, your plan administrator, employers online benefit statements (where available), and the insurance carrier (their website and their toll free number)
- For amending your coverage to delete any coverage you no longer require. Contributions which you have paid are not refundable if they were consistent with the application on file.
- For effecting conversion of the coverage eligible to be converted upon the earlier of termination of employment or at age 65.
- For accurately completing the necessary forms required for continuing benefits while on maternity leave, sick leave, special leave without pay, retirement, etc. It is extremely important these arrangements be made prior to commencing eligible leave. For continuation of group life and health insurance while on temporary lay-off or on unpaid leave you are responsible for the payment of the full premium amount (employer/employee contributions) and failure to remit will result in termination of coverage. You are also responsible for the payment of the full premium amount (employer/employee contributions) if you are a casual/hourly employee and you maintain benefits during a pay period when you have not worked and have not received pay. Failure to remit premiums will result in the termination of coverage.
- For providing appropriate claim information necessary to process LTD and/or Waiver of Premium claims as well as to ensure notice of claim/proof of claim where necessary has been provided within appropriate time frames as required under the contract.
- For providing appropriate medical information necessary to add a dependant as functionally impaired to continue their coverage beyond the age a dependant would otherwise terminate based on contract guidelines
- For completing the appropriate forms accurately, completely, and within applicable timeframes for such things as change of address, addition or deletion of a dependent, and other significant matters that can change or otherwise affect your coverage.
- To register coverage student dependents between age 21 and 25 at the beginning of each school year. Failure to do so may impact coverage.
- Reviewing the online employee benefit booklet, contacting the insurance carrier and/or your organization's plan administrator to ensure you have a sound knowledge of the benefits available, extent of coverage, eligibility criteria, exclusions, restrictions, medical underwriting requirements, conversion options, continuation of benefits, predeterminations

and other important requirements of the program.

- Providing proof of the purchase of pension service that may reduce LTD premiums. Premiums will only be adjusted when the plan administrator has been notified and received verification despite the date the purchase may have occurred.
- For notifying your plan administrator if the deletion of an overage dependant requires a change in your premiums from family to single coverage.

**SCHEDULE D**

**LABRADOR BENEFITS AGREEMENT**

**ARTICLE 1**  
**SCOPE**

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

**ARTICLE 2**  
**DURATION**

- \*2.1 This agreement shall be effective from April 1, 2013 and shall remain in full force and effect until March 31, 2016. It shall be renewed thereafter through the normal process of collective bargaining utilized by each of the employee groups, or, with the consent of the parties, will be renewed through joint negotiations. At the request of either party negotiations shall commence six (6) months prior to the expiry date of this agreement.

**ARTICLE 3**  
**LABRADOR ALLOWANCE**

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

|                | <b>LABRADOR ALLOWANCE</b> |               |                  |
|----------------|---------------------------|---------------|------------------|
|                | <b>DATE</b>               | <b>SINGLE</b> | <b>DEPENDENT</b> |
| <b>GROUP 1</b> | 1-Apr-13                  | 2825          | 5650             |
|                | 1-Apr-14                  | 2853          | 5707             |
|                | 1-Apr-15                  | 2939          | 5878             |
| <b>GROUP 2</b> | 1-Apr-13                  | 3270          | 6530             |
|                | 1-Apr-14                  | 3303          | 6595             |
|                | 1-Apr-15                  | 3402          | 6793             |
| <b>GROUP 3</b> | 1-Apr-13                  | 3420          | 6815             |
|                | 1-Apr-14                  | 3454          | 6883             |
|                | 1-Apr-15                  | 3558          | 7089             |

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

- \*3.2 Labrador Benefits will be paid to employees for periods of maternity leave and/or parental leave.

**ARTICLE 4**  
**TRAVEL ALLOWANCE**

- \*4.1 Employees covered by this agreement shall receive a travel allowance to help offset the costs of travel to areas outside of Labrador based on the following rates per employee and his/her dependent(s). The travel allowance shall be paid out during the pay period following April 15<sup>th</sup> at the rate in effect on April 15<sup>th</sup> of the year in which the allowance is to be paid.

| <b>TRAVEL ALLOWANCE</b> |             |                 |                  |
|-------------------------|-------------|-----------------|------------------|
|                         | <b>DATE</b> | <b>EMPLOYEE</b> | <b>DEPENDENT</b> |
| <b>GROUP 1</b>          | 1-Apr-13    | 875             | 675              |
|                         | 1-Apr-14    | 884             | 682              |
|                         | 1-Apr-15    | 911             | 702              |
| <b>GROUP 2</b>          | 1-Apr-13    | 925             | 725              |
|                         | 1-Apr-14    | 934             | 732              |
|                         | 1-Apr-15    | 962             | 754              |
| <b>GROUP 3</b>          | 1-Apr-13    | 975             | 775              |
|                         | 1-Apr-14    | 985             | 783              |
|                         | 1-Apr-15    | 1015            | 806              |

- \*4.2
  - \*(a) This allowance shall be paid to employees in the first pay period following April 15 of each year on a pro-rated basis in accordance to his/her hours of work in the previous twelve (12) month period, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents at March 31<sup>st</sup> of each year.
  - (b) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 4.2 (a) based on his/her hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.
- 4.3
  - (a) For the purpose of calculating this benefit the following leaves shall be considered as hours of work:
    - (i) Maternity Leave/Parental Leave/Adoption Leave
    - (ii) Injury-on-Duty/Worker's Compensation Leave

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

**ARTICLE 5**  
**LEAVE**

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

**ARTICLE 6**  
**EXISTING GREATER BENEFITS**

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

**ARTICLE 7**  
**DEFINITIONS**

- \*7.1 **Dependent** - for the purpose of this Agreement, dependent means a spouse, whether of the same or opposite gender, and children under eighteen (18) years of age, or twenty-four (24) years of age if the child is in full time attendance at a school or post-secondary institution or any child that remains in the direct care of the parent in the same household because the dependent is medically verified as disabled and under twenty-four (24) years of age.
  
- 7.2 **Spouse** – for the purpose of this agreement, spouse means an employee's husband or wife, including a common-law or same sex partner with whom the employee has lived with for more than one (1) year.

**SCHEDULE A**

**COMMUNITY GROUPING**

The employee's community grouping shall be determined by the location of his/her headquarters.

**GROUP 1**

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

**GROUP 2**

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

**GROUP 3**

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

**MEMORANDUM OF UNDERSTANDING**

**Re: Nurses Committee**

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

**\*MEMORANDUM OF UNDERSTANDING**

**Re: Labrador Benefits Agreement - Interpretation**

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

- 1) Article 4.2(b) refers to employees who terminate employment, (i.e. are not on layoff status and do not have recall rights). These employees have their Travel Allowance paid out based on the hours worked in the current year and it shall be paid out at the rate in effect on the date employment is terminated.
- 2) For the purposes of Article 4.4 it is agreed that an employee may refuse to claim the employee benefit if it is to their benefit to have their spouse claim them as a dependent. Employees who exercise this option will not be entitled to any portion of the Employee Travel Allowance. It is incumbent on the employee to communicate this choice to their respective Employer(s).
- 3) Notwithstanding Schedule A, the following employee shall be entitled, on a without prejudice basis, to the rates applicable to Mud Lake as long as they remain within the employ of their current Employer and continue to permanently reside in Mud Lake:

Vyann Kerby, Health Labrador Corporation

This agreement is effective from April 1, 2013 and shall expire upon the renewal of the Labrador Benefits Agreement expiring March 31, 2016.

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

For example:

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

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**Bert Blundon**  
**On behalf of the Unions**

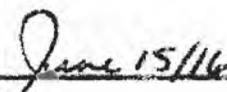


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**Sarah Anthony**  
**On Behalf of the Employers**

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**Date**



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**Date**

April 1, 2013

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

Dear Mr. Ash:

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

Yours truly,



**Sarah Anthony**  
Chief Negotiator  
Collective Bargaining Division

Original letter dated December 20, 1999

**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  
Cabot College Support Staff  
Central Laundry  
Community Colleges Faculty  
Gander and District Continuing Care  
General Service  
Group Homes  
Health Professionals  
Hospital Support Staff  
Lab & X-Ray  
Maintenance and Operational Services  
Marine Service Workers  
Newfoundland Farm Products  
Newfoundland Liquor Corporation  
Waterford Hospital Support  
Workplace Health and Safety Compensation Commission  
Ushers

**AGREEMENTS (CUPE)**

Enterprise Newfoundland  
Government House  
Group Homes  
Hospital Support Staff  
Libra House, Goose Bay  
Newfoundland and Labrador Housing Corporation  
Public Libraries Board  
Transition House, Corner Brook

**SCHEDULE "G"**

**EMPLOYEE ASSISTANCE PROGRAM**

The Employee Assistance Program (EAP) is a joint program of the Government of Newfoundland and Labrador and its unions/associations. The purpose of the program is to provide employees and their dependents with an opportunity to access professional counseling services. The program is also intended to act as a supportive resource to employees and managers throughout government and agencies who have been deemed as participants in the program.

A cornerstone of the EAP is confidentiality with respect to all matters associated with professional services to clients. The EAP Coordinators demonstrate respect for the trust and confidence placed in them by clients. This is accomplished by protecting the privacy of client information and respecting the clients right to control when or whether this information will be shared with third parties as outlined in the EAP Roles, Responsibilities and Operating Procedures. The general expectation that EAP Coordinators keep information confidential does not apply when there is a professional duty or obligation to disclose information where there is serious, imminent, or foreseeable harm to a client, employee, or others. This caution is explained to the employee at the earliest possible opportunity.

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 personal problems, which are affecting or which may affect work performance, can be addressed effectively when identified early and when referral is made to an appropriate source of help.

For employees who participate in the EAP, sick leave may be granted, 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 EAP encourages employees to seek help voluntarily.

Wherever the need exists and where they feel it would be advantageous to the employee, management reserves the right to encourage employees to attend the program.

The Committee oversees the operation of this Program.

This Program applies to employees and their dependents, who have been deemed as participants in the program. The Program applies to all employees, and former employees, for the period of one year from their last date of employment.

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

#### JOINT LABOUR MANAGEMENT COMMITTEE

#### COMPOSITION OF THE COMMITTEE

The chairperson shall be the Director of the Employee Assistance Program.

The committee is comprised of 6 members as listed below.

- Director EAP Program – one representative
- Human Resource Secretariat - one representative
- Public Service Commission – one representative
- Newfoundland and Labrador Association of Public and Private Employees- one representative
- Canadian Union of Public Employees ( School Board ) – one representative
- Public Sector Managers' Association – one representative

#### JURISDICTION OF THE COMMITTEE

The committee functions in a consultative capacity and provides recommendations to the employer and unions on matters related to the EAP. The committee shall not override the employers' rights and responsibilities to manage, nor affect the unions' rights as established by law and collective agreements. A quorum shall consist of a minimum of 4 members.

## RESPONSIBILITIES

- a) To oversee the effective operation of the policy and procedures of the program as agreed upon by the PSC/employer and the union/associations;
- b) To serve in an administrative advisory capacity to the EAP in policy, procedures and practices;
- c) To ensure that steps are taken to promote awareness and a full understanding of the program to employees
- d) To ensure that adequate training is provided to managers, supervisors and union representatives
- e) To review annual reports of the EAP

## ADMINISTRATION

### FREQUENCY OF MEETINGS

The frequency of the meetings shall be determined by the committee; however the committee will meet not less than four times per year. The date of the following meeting will be established prior to the adjournment of the current meeting.

### AGENDA

Agenda items may be submitted to the chair in advance of the meeting.

### RECORD OF MEETINGS

The minutes of meetings will be reviewed and adopted at the beginning of each meeting. Any changes will be made and recorded in subsequent meeting minutes. The PSC will be responsible for recording of minutes and ensuring that copies are distributed in advance of the meeting to the committee members.

### ROLES AND RESPONSIBILITIES

The Director of the EAP will chair the meetings. The roles and responsibilities of the Director, coordinators, managers and employees will be outlined in an operational and procedural document developed by the Director of the EAP in consultation with the JLMC.

### THE EMPLOYEE ASSISTANCE PROGRAM (EAP) OF THE PUBLIC SERVICE COMMISSION INCLUDING ROLES, RESPONSIBILITIES AND OPERATING PROCEDURES.

The Director and EAP Coordinators of the Employee Assistance Program (EAP) are employees of the Public Service Commission. These individuals are responsible for the administration and operations of the program.

The responsibilities of:

- Co-ordinators and/ or the Director
  - a) To thoroughly understand and consistently apply the principles of the EAP.
  - b) To interview all employees who request assistance through the EAP, 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, where appropriate.
  - e) To provide general information and statistics to the Joint Labour management Committee (JLMC) on request.
  - f) A cornerstone of the EAP is confidentiality with respect to all matters associated with professional services to clients. The EAP Coordinators demonstrate respect for the trust and confidence placed in them by clients, by protecting the privacy of client information and respecting the clients right to control when or whether this information will be shared with third parties. The general expectation that EAP Coordinators will keep information confidential does not apply when there is a professional duty or obligation to disclose information, or where there is serious, imminent, or foreseeable harm to a client, employee, or others. This caution will be explained to the employee at the earliest possible opportunity.
  
- Managers/Supervisors
  - a) To establish and communicate to their employees the level of work performance that will be considered satisfactory.
  - b) To observe and document instances of unsatisfactory job performance.
  - c) Where in the opinion of the manager that work performance is unsatisfactory and that there exists a potential need for counselling service, the manager should inform the employee of the EAP Program.
  
- Human Resources Directors /Managers
  - a) To understand and to distribute up-to-date information about the EAP to all employees in their department or agency.
  - b) To ensure that all employees are aware of the EAP and the application of confidentiality practices.
  
- Union Representatives

The Union Representatives will play a supportive role in the referral to the EAP of bargaining unit members.

- a) To fully understand the roles and responsibilities outlined in the operational procedures and operations issued by the Director of the EAP in consultation with the JLMC.
- b) To ensure that the employee's rights under the Collective Agreement and under the EAP are clearly explained.

- c) Upon the request of an employee, become involved in any interview so that both the Union/Association and the Employer can encourage the employee to accept help through the EAP.
- d) To provide support to the employee during their participation in the EAP.

- Employee

The responsibilities of the individual employee who is a participant in the EAP are:

- a) To have knowledge of the EAP.
- b) To actively participate in the EAP.

### EAP REFERRAL PROCEDURES

Employees may access EAP through:

1. Self-Referral:

A self-referral is a referral made by the employee on their own behalf. All employees can seek assistance on a voluntary basis by contacting an EAP Co-ordinator of the Program. When a self-initiated referral requires outside treatment, and/or time away from the workplace, it is the employee's responsibility to notify the supervisor (or other personnel as required) to request leave or other arrangements.

2. Workplace Assisted Referral:

Where the manager and/or supervisor of an employee or another manager may identify an individual in the workplace is in need of support and counselling, he/she may recommend contact with the EAP. The manager or supervisor is not provided with any information regarding contact unless the employee provides consent and the EAP Coordinator agrees that it is in the individual's best interest to share information.

3. Formal Referral

A formal referral to EAP normally occurs at a point when work performance issues have been identified by the manager or supervisor to the employee. The employee is provided with a letter outlining the issues of concern within the workplace and offered the option of EAP support to assist in addressing the concern. Participation in the EAP Program is voluntary, whether it is through self-referral on one's own initiative, or through formal referral by the manager. The employee maintains the right to confidentiality throughout his/her involvement in the EAP. Nothing of a confidential nature is discussed between the coordinator and the manager.

The EAP coordinator has a duty to provide confirmation of whether an employee is participating in a treatment program and attendance when this information is requested from the manager. The manager is responsible for maintaining contact with the EAP coordinator to confirm the employee is participating and attending the program. They are also responsible for offering the employee support throughout the

process. During the time the employee is in the program, the EAP Coordinator maintains contact with the employee and outside helping agency.

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.

If the unsatisfactory job performance persists, the supervisor or manager shall consult with the Human Resources Manager or Director or his/her designate to review the employee's performance before making a formal referral to the Employee Assistance Program. The employee has the right to have union representation at any meeting where there is a human resources manager and departmental manager present to discuss concerns related to unsatisfactory work performance. The employee is advised of the following:

- 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.
- d) The employee is expected to keep the appointment and to participate in the program.

## CONFIDENTIALITY

All persons working with clients of the EAP (e.g., medical personnel administrators, co-ordinators, counsellors, and support staff) are prohibited from disclosing any information unless consent of the individual employee is obtained. There are specific circumstances whereby confidentiality cannot be guaranteed between the coordinator and client. These circumstances include situations whereby there is a professional duty of the coordinator to release information. This caution will be explained to the employee at the earliest possible opportunity.

EAP files shall be handled with the greatest degree of confidentiality. Names shall not be used on these files or on the working notes contained in them. Other means of identification such as codes/numbers/letters will be used.

EAP files and working notes shall be retained in a secure and restricted area and shall be destroyed according to the Records, Retention, and Disposal Schedule as per the Government of Newfoundland and Labrador Records Management guidelines. The confidential file of the EAP shall be available for inspection by the employee at any reasonable time.

When an employee is referred by the E.A.P. Co-ordinator to an appointed external service provider, sufficient information shall be released to that individual in order that he/she may provide the most appropriate counselling service to the employee.

## FOLLOW-UP

At the discretion and professional assessment of the EAP Coordinator, follow up contact will be made by the coordinator to the employee.

## CONCLUSION

The success of an Employee Assistance Program rests with a commitment from the Employer and the Unions/Associations in providing employees with an 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 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 employee 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.

The early use of EAP policies and procedures can contribute significantly to the prevention of serious mental health or workplace performance problems among employees

**SCHEDULE "H"**

**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 bonafide 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 8. 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.

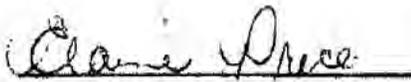
MOU #1

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 Workplace Health, Safety and Compensation Act.



Signed on Behalf of Newfoundland  
and Labrador Association of Public  
and Private Employees



Signed on Behalf of Treasury Board

December 9, 2013

Date

Dec 9/13

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 - 2004

HEALTH INSURANCE

There is agreement to extend the benefits of the current group health and insurance plan to temporary employees effective April 1, 2002. The eligibility criteria at that time was 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 terminate 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.

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

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 Air Services (AS) 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.

### Memorandum of Agreement

The parties to the Air Services Collective Agreement agree to the inclusion of the former employees of the Labrador Grenfell Regional Health Authority listed in Appendix "A" under the terms and conditions of the Air Services Collective Agreement which expires March 31, 2012 as employees of the Department of Transportation and Works Air Services Division effective April 1, 2011.

The following conditions apply to this inclusion:

- 1) Each employee listed in Appendix "A" will be employed in the classification indicated in the listing and will be stationed at the Air Services Division base located in Happy Valley-Goose Bay.
- 2) All service accumulated from date of hire with Labrador-Grenfell Regional Health Authority, and its predecessor(s), will be applied to the accumulation and application of benefits as per the Air Services Collective Agreement, unless specifically abridged by this MOA.
- 3) Seniority for the purposes of Article 50 (Seniority) shall only apply for service earned immediately upon inclusion within the Air Services Collective Agreement.
- 4) Notwithstanding item 3, service recognized in accordance with item 2 and item 3 will only apply amongst the group of employees listed in Appendix "A" in the application of seniority for the purposes of Article 50, including employee status. However, service recognized in accordance with item 2 and item 3 can be used in the application of seniority for the following:
  - a. to protect from bumping by employees not listed on Appendix "A", and
  - b. for the purpose of Clause 50.03, the application of seniority for those employees listed in Appendix "A", shall only be applicable when being compared to employees recommended by the Public Service Commission for promotion who have a hiring date later than March 31, 2011. Full seniority shall be applicable between two or more employees recommended for promotion by the Public Service Commission and who are listed in Appendix "A", when being evaluated in comparison to employees hired after the date of transfer.
- 5) Item 4 has no application where seniority is an issue for those employees listed in Appendix "A" and between those hired after March 31, 2011.
- 6) Effective April 1, 2011, the parties agree that the correct interpretation of Clause 1(A).01(b), as it pertains to seniority only, means that a "Firefighting Season" equates to the equivalent of one year's seniority and Water Bomber Crews who

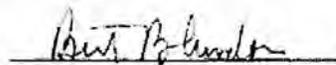
work less than the full "Firefighting Season" will have their seniority pro-rated. The parties' interpretation of this Clause has no retroactive application.

- 7) For the purpose of application of Clause 15.01 the employees date of hire shall be identified using item 2 above.
- 8) Employees' paid leave accumulation with the Labrador-Grenfell Regional Health Authority will be transferred to the Department of Transportation and Works and converted to annual leave. The amount of leave transferred for each employee will not be included in the determination of the annual leave carryover limits outlined in Clause 14.05 of the Air Services Collective Agreement.
- 9) Transferring employees will accumulate sick leave effective the date of transfer in accordance with Article 15 (Sick Leave) of the Air Services Agreement. Employees with a hire date of May 4, 2004, or earlier, shall accumulate sick leave in accordance with Clause 15.01(a)(i). Employees with a hire date after May 4, 2004, shall accumulate sick leave in accordance with Clause 15.01(a)(ii).

10) This MOU is considered by the parties to amend the Air Services Collective Agreement where applicable and to form part of the referenced agreement.



Brian Miller  
Public Service Secretariat



Bert Blundon  
Newfoundland and Labrador  
Association of Public and Private  
Employees

March 31, 2011  
Date

March 31, 2011  
Date

Bob  
Burr

**TRANSFERRING AIR AMBULANCE EMPLOYEES**

| Name               | Job Description               | Status    | Pay Level | Hire Date | Years of Service | Sick Leave | Paid Leave |
|--------------------|-------------------------------|-----------|-----------|-----------|------------------|------------|------------|
| Farrel Benedict T. | Pilot II                      | Permanent | PI-02-04  | 04/25/88  | 22.9             | 711.92     | 274.344    |
| Heath Barry        | Aircraft Maintenance Engineer | Permanent | AS-37-03  | 01/09/06  | 5.2              | 0          | 89.122     |
| Bennett Perry W.   | Pilot II                      | Permanent | PI-02-04  | 05/28/90  | 20.8             | 0          | 291.583    |
| Davis Anthony      | Pilot I Co-Pilot              | Permanent | PI-01-04  | 04/18/97  | 13.9             | 0          | 72.092     |
| Gould Ian N.       | Pilot I Co-Pilot              | Permanent | PI-01-03  | 06/04/07  | 3.5              | 0          | 51.838     |
| Rearson Darryl B.  | Pilot III                     | Permanent | PI-03-04  | 01/22/01  | 10.1             | 0          | 96.072     |
| Barrett James      | Pilot II                      | Permanent | PI-02-02  | 03/29/10  | 1.0              | 0          | 185.902    |
| Sharpe Paul        | Aircraft Maintenance Engineer | Permanent | AS-37-03  | 09/04/07  | 3.5              | 0          | 51.898     |
| Jacobs Duwain      | Aircraft Maintenance Engineer | Permanent | AS-37-03  | 03/22/04  | 7.0              | 0          | 158.336    |
| Power Keith        | Aircraft Maintenance Engineer | Permanent | AS-37-01  | 03/22/11  | <1               | 0          | 0          |

**\*MEMORANDUM OF UNDERSTANDING**  
**PUBLIC PRIVATE PARTNERSHIP (P3)**  
**JOB SECURITY**

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

*Diane Price*  
Signed on behalf of Newfoundland and  
Labrador Association of Public and  
Private Employees

*George Jape*  
Signed on behalf of Human Resource  
Secretariat

*April 20, 2018*  
DATE

*March 31, 2018*  
DATE

**\*MEMORANDUM OF UNDERSTANDING  
ATTRITION**

In circumstances when positions are vacated, the employer will use an attrition strategy to reduce the work force. The Union shall be provided the details of any attrition strategy the Employer intends to implement. Where positions are vacated through retirement, resignation, termination for cause or otherwise, and the Employer determines that it will not replace or fill the position(s), these position(s) will be identified to the Union on a quarterly basis.

*Deane Price*  
Signed on behalf of Newfoundland and  
Labrador Association of Public and  
Private Employees

*Georgina Jones*  
Signed on behalf of Human Resource  
Secretariat

*April 20, 2018*  
DATE

*March 31, 2018*  
DATE

**\*MEMORANDUM OF UNDERSTANDING**

**RE: LAYOFFS During the term of the Collective Agreement**

Notwithstanding any Article or Provision of the Collective Agreement, and for the duration of this collective agreement, the Employer shall not layoff for reasons other than lack of work or abolishment of a position that would be considered business as usual in the course of normal employer operations. The employer shall not use layoffs to effect Provincial budgetary expenditure reductions.

*Olivera Puce*

Signed on behalf of Newfoundland and  
Labrador Association of Public and  
Private Employees

*George Jaye*

Signed on behalf of Human Resource  
Secretariat

*April 20, 2018*

DATE

*March 31, 2018*

DATE

**LETTERS OF UNDERSTANDING**

**\*L #1 Seasonal Posting**

When a vacancy occurs the following criteria will be used when allotting seasonal posting to air crews during the firefighting season in the following order:

- 1) A Lateral Transfer to a vacant position is permitted for an employee within the same classification, the same employment status, and the same employee group provided the employee is qualified and able to perform the duties of the position. If there is more than one qualified employee, the most senior employee will be selected.
- 2) If a vacant position is not able to be filled via Lateral Transfer, a Job Competition will be conducted as per Article 50.02.

\*\* A seasonal vacancy is when there is no current incumbent attached to a position.

**\*L #2 Contracting Out of Aircraft Maintenance Work**

This will confirm our understanding that the Employer agrees to discuss, through the Labour / Management Committee, the feasibility of Air Services employees doing work planned for contracting out, provided the work is of a nature and scope as would normally be done by the current staff.

**\*L #3 Pilot I, II, and III**

The Employer agrees that in the event a new air ambulance aircraft is placed in service, Pilots on the existing aircraft would fill positions on the new aircraft provided the appropriate endorsements are obtained.

**\*L #4 Round Trip Transportation**

The Employer agrees to provide transportation within the Island portion of the Province in order to permit the Water Bomber Air Crew to relocate their private vehicles to their assigned base.

**\*L #5 Seasonal Water Bomber Crew Accommodation**

This will confirm our understanding that when seasonal water bomber crews are assigned to a base outside the area they normally reside, the Employer will provide a housekeeping unit. When the Employer is unable to provide such a unit or units, the employees so affected will be placed on travel status.

**\*L #6 Flexitime / Compressed Work Week Program**

The Employer agrees to the formation of a joint committee, within sixty (60) days of the signing of this Collective Agreement, to discuss the introduction of a flexitime / compressed work week program for employees of the Air Services Division.

**\*L #7 Water Bomber Ground Crews Field Assignments**

The current practice consists of:

- 1) out of base for a maximum of fifteen (15) days followed immediately by six (6) days off;
- 2) any other scenario will be pro-rated. This pro-rated system will be based on five (5) days field assignment, immediately followed by two (2) days off, ten (10) days field assignment, immediately followed by four (4) days off, to a maximum of twenty (20) straight working days, immediately followed by eight (8) days off, provided five (5) of the twenty (20) working days are worked at home base;
- 3) a day off will be considered a full twenty-four (24) hour period;
- 4) present practice with regard to travel on Employer's business shall continue with regard to return to residence/base
- 5) employees will not be required to perform standby shifts during days off;
- 6) the Employer will post the field assignment schedule by March 15<sup>th</sup> of each year.
- 7) for the purpose of this Letter of Understanding, an employee required to work on the first two (2) days of his scheduled days-off will be compensated at time and one-half (1 1/2) rates for all hours worked. For days beyond the second consecutive day, i.e. the third scheduled day off, etc., the employee will receive a day off at a later date in addition to compensation at time and one-half (1 1/2) rates for all hours worked.

**\*L# 8 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 occur within six (6) months of the signing of this agreement.

**\*L#9**     **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.

**\*LETTER OF UNDERSTANDING  
TEMPORARY EMPLOYEE CONVERSION**

**AIR SERVICES**

The Employer commits to undertake a review of current long-term temporary employees, within a one hundred and twenty (120) day period of the signing of the Collective Agreement, with a view to awarding permanent status to those who meet the following criteria as of the date of signing of the Collective Agreement:

1. Employees must have acquired their position through a competitive process or through a process acceptable to the Public Service Commission.
2. The employee must have maintained employment in the position for a period of twenty-four (24) consecutive months.
3. There must be an ongoing need for the position as determined by the Employer. For the purpose of this provision, one of the factors when determining ongoing need is whether the position has been extended beyond the twenty-four (24) month employment period, as referred to in No. 2 above.

*Deane Price*  
Signed on behalf of Newfoundland and  
Labrador Association of Public and  
Private Employees

*George Joyce*  
Signed of behalf of Human Resource  
Secretariat

*April 20, 2018*  
DATE

*March 31, 2018*  
DATE

**\*Letter of Understanding  
Re: Other Post-Employment Benefits (“OPEB”) Eligibility**

The parties hereby confirm and acknowledge:

1. Former employees who are deferred pensioners within the meaning of the *Other Post-Employment Benefits Modification Act*, S.N.L. 2014 c.O-9 (the “Act”) shall, as of the coming into force of the Act, only be entitled to OPEB in accordance with the Act.
2. Current employees as of the date of signing of the collective agreement who retire not later than December 31, 2019, with a minimum of five (5) years’ pensionable service shall qualify for OPEB.
3. Current employees as of the date of signing of the collective agreement who retire after December 31, 2019, shall qualify for OPEB only where such employees are:
  - a. Pension eligible;
  - b. Have a minimum of ten (10) years’ pensionable service; and
  - c. Retire and commence receipt of a pension immediately on ceasing active employment in the public service.
4. Employees who are hired subsequent to the date of signing of the collective agreement (“Newly Hired Employees”), shall qualify for OPEB only where such employees are:
  - a. Pension eligible;
  - b. Have a minimum of fifteen (15) years’ pensionable service; and
  - c. Retire and commence receipt of a pension immediately on ceasing active employment in the public service.
5. Former employees who are rehired following loss of seniority subsequent to the date of signing of the collective agreement shall be considered to be Newly Hired Employees for the purpose of this Letter of Understanding.
6. Notwithstanding clause 5 above:
  - a. Employees with service prior to the date of signing of the collective agreement who are hired subsequent to the date of signing of the collective agreement who retain portability of benefits under the collective agreement;  
or
  - b. Employees with service prior to the date of signing of the Collective Agreement who are employed outside the bargaining unit in the public service and are re-employed in a NAPE Public Service bargaining unit position subsequent to the date of signing of the Collective Agreement without a break in service in the Public Service shall not be considered to be Newly Hired Employees for the purpose of the this Letter of Understanding.

For the purposes of this clause the definition of public service shall be limited to those employers covered by one the following NAPE collective agreements:

- NAPE LX
- NAPE HP
- NAPE HS
- NAPE Group Homes
- NAPE School Boards
- NAPE (CNA Faculty)
- NAPE (CNA Support)
- NAPE Workplace NL
- NAPE NLC
- NAPE MOS
- NAPE Student Assistants
- NAPE Air Services
- NAPE Marine Services
- NAPE Ushers
- NAPE General Service
- NAPE Corrections

7. Employees who do not meet the criteria noted in clauses 2, 3 or 4 above shall not be entitled to OPEB on ceasing active employment in the public service.
8. Employees who become entitled to OPEB pursuant to clauses 2 or 3 above shall pay 50% of the premiums of the plan and the employer shall pay 50%.
9. Employees who become entitled to OPEB pursuant to clause 4 above shall pay premiums of the plan based on the number of completed years' of pensionable service as follows:

| Completed Years of Pensionable Service | Employee Share – Employer Share |
|--|---------------------------------|
| 15-19 years                            | 85% - 15%                       |
| 20-24 years                            | 70% - 30%                       |
| 25-29 years                            | 55% - 45%                       |
| 30+ years                              | 50% - 50%                       |

10. This Letter of Understanding, made pursuant to s.3(2) of the Act, shall prevail where any term herein conflicts with a provision of the collective agreement, one of its Schedules, Letters or Memoranda of Agreement, including, without limitation, any practice, settlement of dispute, agreement or arbitration award arising from events prior to the coming into force of the Act.

11. Nothing in this Letter of Understanding shall have the effect of waiving or negating, in whole or in part, any requirement, procedural or substantive, under a Group Health and Life Insurance program or policy sponsored by the employer, e.g., the filing of continuation or other required forms, provision of proof of insurability, etc....
12. This Letter of Understanding may be executed in any number of counterparts, each of which will be considered an original of same, and which together will constitute one and the same instrument. A facsimile signature or an otherwise electronically reproduced signature of any party shall be deemed to be an original.



Government of Newfoundland and Labrador  
Department Executive Council  
Human Resource Secretariat

Ms. Elaine Price  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Ms. Price:

**Re: \*March 31, 2011 Memorandum of Agreement between NAPE and the Human Resource Secretariat pertaining to the transfer of employees from Labrador/Grenfell Health Authority to the Air Services Division of the Department of Transportation & Works**

1. The purpose of this Letter of Understanding is to confirm the intention of the parties with respect to the application of #6 of the Memorandum of Agreement which states:

Effective April 1, 2011, the parties agree that the correct interpretation of Clause 1(A) .01(bb) as it pertains to seniority only means that a "Firefighting Season" equates to the equivalent of one year's seniority and Water Bomber Crews who work less than the full "Firefighting Season" will have their seniority pro-rated. The parties' interpretation of this Clause has no retroactive application.
2. A 'Water Bomber Crew' shall be interpreted as a 'Water Bomber Pilot, a Water Bomber Co-Pilot, a Water Bomber Check Pilot and a Bird Dog Spotter Pilot' for the purposes of this Agreement.
3. For the purpose of #6 of the Memorandum of Agreement, a full year of seniority for a Water Bomber Pilot shall be a maximum of 1820 hours.
4. Pursuant to paragraph # 3 above, up to 539 additional hours may be added to the seasonal accrued seniority of each Water Bomber Pilot at the end of each 'Firefighting Season.' The additional hours will be prorated based on the hours worked during the 'Firefighting Season.'

5. The manual adjustment to the seniority of individual Water Bomber Pilots, as outlined in paragraph # 4 above, will be made before the end of each fiscal year.

Sincerely,



Christa Chaplin  
Chief Negotiator



Government of Newfoundland and Labrador  
Department Executive Council  
Human Resource Secretariat

Ms. Elaine Price  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Ms. Price:

**Re: \*Deductions from Sick Leave for Ground Support Staff**

Notwithstanding Article 15 of this collective agreement and the grievance settlement for Group Grievance C-AS-318-14 dated February 11, 2014, the parties agree that a deduction shall be made from accumulated sick leave for all working hours absent for approved sick leave for Ground Support Staff.

Sincerely,

A handwritten signature in blue ink that reads "Christa Chaplin".

Christa Chaplin  
Chief Negotiator



Government of Newfoundland and Labrador  
Department Executive Council  
Human Resource Secretariat

Ms. Elaine Price  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Ms. Price:

**Re: \*Sick Leave**

The parties agree to the establishment of a committee composed of an equal number of union and Government representatives (to a maximum of 8 committee members in total) to explore sick leave utilization of the unionized workforce throughout the public service of Newfoundland Labrador and to make non-binding recommendations to NAPE and Government. The terms of reference for the committee shall be determined within ninety (90) days of signing of the collective agreement.

Sincerely,

A handwritten signature in blue ink that reads "Christa Chaplin".

Christa Chaplin  
Chief Negotiator



Government of Newfoundland and Labrador  
Department Executive Council  
Human Resource Secretariat

Ms. Elaine Price  
Employee Relations Officer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Ms. Price:

**Re: \*Classification Review and Appeal Procedure under Schedule B**

The parties agree that the Classification Review and Appeal Process in Schedule B will form part of the collective agreement. However, the decision of the Adjudicator is binding on both parties and is not subject to the grievance or arbitration process.

Sincerely,

A handwritten signature in blue ink that reads "Christa Chaplin".

Christa Chaplin  
Chief Negotiator