



CORRECTIONAL OFFICERS' COLLECTIVE AGREEMENT

BETWEEN

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

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 having its Registered Office in the City of St. John's aforesaid
(hereinafter called the "Association")**

SIGNED: December 7, 2018

EXPIRES: October 31, 2019

THIS AGREEMENT made this 7th day of December Anno Domini, Two Thousand and Eighteen.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR, represented herein by the Treasury Board (hereinafter referred to as the "Employer");

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 having its Registered Office in the City of St. John's aforesaid (hereinafter referred to as "the Association"), representing the Correctional Officers' bargaining unit,

of the other part

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

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Explanation of Codes

* Denotes clauses that have been changed or are new since last 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 Association, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 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 the context of this Agreement and any regulation or policy made by the Employer, this Agreement shall take precedence over the said regulation or policy.
- 1.04 The Employer will give the Union forty-five (45) days notice before any amendment, repeal or revision of the Public Service (Collective Bargaining) Act, which would affect the terms and conditions of employment of employees covered by this Agreement, is introduced.
- 1.05 The Employer and the Union agree that there shall 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, race, creed, color, national origin, political or religious affiliation, sex, mental and physical disability, or marital status, nor by reason of his/her membership or activity in the Union.
- 1.06 (a) The Employer and the Union agree that action will be taken in all cases of alleged harassment in the workplace. Both parties support the principles espoused in Section 10.1 and 10.2 of the Newfoundland Human Rights Code (as amended by Chapter 62, 1983) and agree to co-operate fully with any investigation held with regard to a complaint by any employee in this respect.
- (b) The Employer and Union recognize the right of all employees in the Public Service to work in an environment free from sexual and personal harassment and shall work together to ensure that harassment of any kind is discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer and Union agree to take all steps to ensure that the harassment stops and the individuals who engage in such behaviour are appropriately disciplined. In situations where the Union is in agreement with the discipline imposed, it shall not support any grievance arising from this action.

The Employer and Union further agree that victims of harassment shall be protected, where possible, from the repercussions which may flow from a complaint.

- (c) Complaints under this Clause will be dealt with by the Employer, the Union and the employees included with all possible confidentiality.

ARTICLE 2

DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "Assistant Superintendent" means Assistant Superintendent, West Coast Correctional Centre; Assistant Superintendent Newfoundland and Labrador Correctional Centre for Women; Assistant Superintendent, Bishops Falls Correctional Centre; Assistant Superintendent, Her Majesty's Penitentiary; Assistant Superintendent (Programs & Administration), Her Majesty's Penitentiary; Assistant Superintendent, Labrador Correctional Centre.
- (b) "bargaining unit" means the bargaining unit recognized in accordance with Article 3.
- (c) "Classification" means the identification of a position by reference to a class title and pay range number.
- (d) "day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of his positions other than:
- i) a designated holiday;
 - ii) a calendar day on which the employee is on leave of absence.
- (e) "day" means a working day unless otherwise stipulated in the Agreement.
- (f) "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 range number.
- (g) "employee or employees" where used, is a collective term, except as otherwise provided herein, including all persons employed in the classifications contained in the bargaining unit. Wherever the masculine is used in this Agreement, it shall refer equally to the feminine.
- (h) "Employer" means Her Majesty in Right of the Province of Newfoundland as represented by Treasury Board.

- (i) "grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.
- (j) "holiday" unless otherwise specified, 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) "layoff" means a temporary cessation of employment due to lack of work or abolition of a post.
- (l) "leave of absence" means absence from duty with the permission of the Employer.
- (m) "management" means the Superintendent or person(s) authorized to act on their behalf.
- (n) "notice" means notice in writing which is hand delivered or delivered by registered mail.
- (o) "overtime" means work performed by an employee in excess of the scheduled work day and/or work week.
- (p) "part-time employee" means a person who is regularly employed to work less than the full number of working hours in each work day or less than the full number of working days in each work week of the department concerned.
- (q) "Penitentiary" means the Penitentiary as described in the Prisons Act.
- (r) "permanent employee" means a person who has completed his probationary period and is employed on a full-time basis to hold office without reference to any specified date of termination of service.
- (s) "permanent head" means the Deputy Minister of Justice or the person authorized by him to act on his behalf.
- (t) "Probationary employee" means a person who has worked less than the prescribed probationary period.
- (u) "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 carrying a higher pay range number.
- (v) "reclassification" means any change in the current classification of an existing position.

- (w) "redundant position" means a position declared redundant by the Lieutenant Governor in Council.
- (x) "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.
- (y) "Superintendent" means the Superintendent of the Penitentiary.
- (z) "temporary employee" means a person who is employed for a specified period or for the purpose of performing certain specified work and may be laid off at the end of such period or on the completion of such work.
- (aa) "termination" means the final severance of employment of an employee because:
 - (i) the employee resigns;
 - (ii) is dismissed for just cause and is not re-instated;
 - (iii) the employee is laid off for a period longer than two (2) years.
- (bb) "transfer" means the movement of an employee from one position to another which does not result in a promotion or demotion.
- (cc) "Union" means the Newfoundland and Labrador Association of Public and Private Employees with headquarters in St. John's, Newfoundland.
- (dd) "vacancy" means an opening in a permanent, seasonal, or temporary position which is in excess of thirteen (13) weeks duration, and in respect of which there is no employee eligible for recall.
- (ee) "week" means a period of seven (7) consecutive calendar days beginning at 0001 hours Sunday morning and ending at 2400 hours on the following Saturday night.
- (ff) "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.

ARTICLE 3

RECOGNITION

- 3.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for the following classes of employees:

Sergeant
 Correctional Officer
 Correctional Officer II
 Correctional Officer Recruit
 Classification Officer I
 Prison Stores Supervisor
 Prison Administrative Clerk
 Prison Sentence Administrator

NOTE: It is understood and agreed that the term Correctional Officer includes the old titles of Cook and Carpenter Warder as well as Warder.

- 3.02 When classifications are developed which the Union feel should be included in the Bargaining Unit, the Employer agrees to consult with the Union as to whether such classifications should be included in the Bargaining Unit. Should the parties be unable to agree, the matter may be referred then or subsequently to the Labour Relations Board at the instance of either party.
- 3.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative which may conflict with the terms of this Collective Agreement.
- 3.04 (a) Employees shall have the right at any time to have the assistance of a full time representative(s) of the Union on all matters relating to Employer-employee relations. Union representative(s) shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances shall not absent themselves from work except with permission from their Supervisor, and such permission will not be unreasonably withheld.
- (b) Permission to hold meetings on the premises shall, in each case, be obtained from the Administrator and such meetings shall not interfere with the operation of the Employer.
- 3.05 The employees of the employer whose jobs who are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except for the purposes of instruction, experimenting, emergencies, or when bargaining unit employees are not available, or when the performing of the functions does not reduce the hours of work or pay of any employee or unless it is a function that the employees of the employer whose jobs are not in the Bargaining Unit have historically carried out whether consistently or sporadically or on an ad hoc basis.

ARTICLE 4

MANAGEMENT RIGHTS

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

ARTICLE 5

EMPLOYEE RIGHTS

- 5.01 Notwithstanding anything contained in this Agreement, any employee may present a complaint to his permanent head.

ARTICLE 6

ASSOCIATION SECURITY

- 6.01 All employees who are members of the Association at the time of signing of this Agreement shall remain members during the term of this Agreement.
- 6.02 All employees hired after the signing of this Agreement shall immediately become and remain members of the Union provided they continue to occupy a bargaining unit position.

ARTICLE 7

CHECKOFF

- 7.01 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.
- 7.02 The Employer will supply the following information:

Name
Payroll Number
Classification Number
Amount of dues deducted
Period of deduction
Subhead Number
Listing of additions and deletions

- 7.03 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.
- 7.04 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 8

GRIEVANCE PROCEDURE

- 8.01 An employee who feels he/she has a grievance may present the grievance in writing to the Lieutenant/Captain within five (5) days of the occurrence or discovery of the incident giving rise to the alleged grievance.

- 8.02 Subject to Clause 8.03, grievance shall be processed in the following manner:

Level I

If the employee fails to receive a satisfactory answer within five (5) days of presenting the matter under Clause 8.01, he/she may, within five (5) days present his grievance in writing to the Assistant Superintendent who will give the grievor a dated receipt.

Level II

If the employee fails to receive a satisfactory answer to his grievance within ten (10) days after the filing of the grievance at Level I, he/she may, within a further five (5) days, submit his grievance in writing to a committee consisting of an equal number of representatives of the management and the Association, chaired by a representative of the management. Such a committee shall not exceed four people in total.

Level III

If the grievance is still not satisfactorily settled by the foregoing procedure or if it is of the type referred to in Clause 8.03, either of the parties to this Agreement may submit the grievance to arbitration in accordance with the procedure set forth hereunder.

- 8.03 In the case of dismissals and suspension pending dismissal, the grievance may be submitted in the first instance at Level III of Clause 8.02.
- 8.04 The Association may initiate a policy or group grievance by submitting the grievance in writing to the Superintendent and the time periods set forth in Level II of Clause 8.02 shall be applicable.

8.05 The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

8.06 At all levels of the grievance procedure, the replies to grievances will be in writing and dated receipts of grievances will be given.

8.07 A full-time representative of the Association may be called in by the employee(s) at any level of the grievance.

8.08 Time Limits

The time Limits specified in this Article may be extended in writing by mutual agreement of the parties. When a grievance is processed through the mail, all correspondence shall be registered. The time limits, while the mail is moving from one destination to another, shall not be considered in the Grievance Procedure time limits.

8.09 An employee who is a member of the grievance committee referred to under Level II of Clause 8.02, 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/her immediate supervisor. The employee shall notify his immediate supervisor when returning to duty.

8.10 Technical Objections to Grievances

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

ARTICLE 9

ARBITRATION

9.01 Where a difference arises between the parties 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 violations of this Agreement and including any question as to whether a matter is arbitrable, either of the parties may within five (5) days after exhausting the grievance procedure notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the person appointed to be an arbitrator by the party giving notice.

- 9.02 The party to whom notice is given under Clause 9.01 shall, within five (5) days after receipt of such notice appoint an arbitrator and notify the other party of the name of the arbitrator.
- 9.03 The two arbitrators appointed in accordance with Clauses 9.01 and 9.02 shall, within ten (10) days after the appointment of the second of them, appoint a third arbitrator and these three arbitrators shall constitute an arbitration board. The arbitrator appointed under this Clause shall be the Chairman of the arbitration board.
- 9.04 If:
- (i) the party to whom notice is given under Clause 9.01 fails to appoint an arbitrator within the period specified in Clause 9.02, the Minister of Labour shall, on the request of either party, appoint an arbitrator on behalf of the party who failed to make the appointment and such arbitrator shall be deemed to be appointed by that party; or
 - (ii) the two arbitrators appointed by the parties under Clauses 9.01 and 9.02 fail to appoint a third arbitrator within the period specified in Clause 9.03, the Minister of Labour, on the request of either party, may appoint a third arbitrator and these three arbitrators shall constitute an arbitration board. The arbitrator appointed under this paragraph (ii) shall be chairman of the arbitration board.
- 9.05 Both parties to a grievance shall be afforded the opportunity of presenting evidence and argument thereon and may employ counsel or any other person for this purpose.
- 9.06 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.
- 9.07 The arbitration board shall render its decision on the grievance within fifteen (15) 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) days.
- 9.08 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.
- 9.09 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/or, as the case may be, abstain from doing anything required by that decision.
- 9.10 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 9.04 and the parties shall pay equally the remuneration of the chairman of the arbitration board.

- 9.11 The time limits set out in this Article may be extended at any time by mutual agreement of both parties to the arbitration.
- 9.12 (a) An aggrieved employee who is not on suspension and who has not been dismissed, and is required to appear before an arbitration board shall not suffer any loss in pay while participating in the arbitration proceedings.
- (b) At any stage of the grievance and arbitration procedure the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.
- 9.13 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 disciplinary measures imposed by the Employer.
- 9.14 The parties may mutually agree to the substitution of a single arbitrator for an arbitration board in which event the foregoing provision of this Article shall apply equally to a single arbitrator when reference is made to an arbitration board.
- 9.15 Expedited Arbitration

Subject to the Agreement of the Employer and the Union, 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 13 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:
- (i) issues
 - (ii) applicable provisions of the collective agreement
 - (iii) general principles of arbitration law which is applicable, including judicial decisions
 - (iv) relevant arbitration awards, judicial decisions, legislation, texts if applicable, and how they apply

(v) remedies requested

Argument/rebuttal will be limited to one 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) Notwithstanding clause 13.14, 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.

9.16 Mediation

The Employer and the Union agree that mediation is an effective method of dispute resolution, and will consider using it to resolve grievances.

ARTICLE 10

HOURS OF WORK

- 10.01 Subject to Clauses 10.03, 10.08, 10.09, the regularly scheduled work week shall be, on the average, forty (40) hours per week and the scheduled work day shall be eight (8) hours.
- 10.02 The rotating of the squad system as outlined in Schedule B of this Agreement shall remain in effect for the term of this Agreement.
- 10.03 The current shift that is presently being worked at the West Coast Correctional Center continues to follow a sixteen (16) week rotation in order of sequence throughout the whole year even during the holiday period, provided there are thirty (30) inmates and over during this holiday period.

For the purpose of this Clause "holiday period" refers to the period between May 15 and October 15 of each year.

- 10.04 The Employer will consult with the Association through the Labour Management Committee on any proposal for the revision of the "Squad System" referred to in Clause 10.02 or the rotation system referred to in Clause 10.03.
- 10.05 (a) There will be a meal break of one (1) hour for the day shift.
- (b) Employees on the day shift will have their one hour meal break scheduled between the hours of 12 noon and 2 p.m.
- (c) Employees provided with the one (1) hour meal break shall be allowed to leave the Employer's premises during the meal break. It shall be the responsibility of employees to notify the Employer when leaving the premises. Employees who are working and who are required to work during their meal break shall be paid, in addition to their regular pay, a premium at the rate of straight time pay for all time worked during the meal break.
- (d) Employees working the 8 p.m. to 8 a.m. night shift will receive two (2) twenty minute breaks at times designated by the shift supervisor.
- 10.06 Subject to Clauses 10.01 and 10.07, non-uniform employees working in offices shall work the normal hours of the Provincial Department of Justice.
- 10.07 The Superintendent or designate may, if he/she deems it expedient in the public interest, change the work schedule to meet any emergency.
- 10.08 Where, in the normal performance of his duties, an employee is required to appear in court, the time spent in court shall be considered time worked.
- 10.09 (a) Effective date of signing of this Agreement, employees working on a shift other than day shift, will receive an additional two dollars and thirty cents (\$2.30) per hour for each hour worked between the hours of 1600 and 0800 hours.
- (b) Saturday and Sunday Differential
Effective date of signing of this Agreement, a Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday.
- 10.10 Provided sufficient advance notice is given and with the approval of the Superintendent, or designate, employees may exchange shifts if there is no increase in cost to the Employer.
- 10.11 Subject to 10.05, each employee shall receive one (1) fifteen (15) minute rest period during each working day at a time designated by the supervisor in charge of the shift.

- 10.12 Classification Officer and office staff may, with the prior approval of the Superintendent, or designate, vary their hours of work and days off.

ARTICLE 11

OVERTIME

- 11.01 Except as required by the Squad System and the gymnasium and work schedule, when an employee is required to work in excess of forty (40) hours in a work week or eight (8) hours in a work day, he/she shall be paid at the rate of time and one-half (1 1/2) for all time worked in excess of forty (40) hours in a work week or eight (8) hours in a work day.
- 11.02 Overtime worked on a Sunday or Sunday equivalent (the second day off in each week shall be considered Sunday equivalent) shall be paid at the rate of double time. The interpretation placed on this Clause for the past twenty years is the interpretation of both parties with shift variance for temporaries.
- *11.03 When an employee requests time off in lieu of pay for overtime worked in accordance with Clause 11.01, such time off will be granted at a time approved by the Superintendent, or designate at the rate of one and one-half (1 1/2) times the number of hours worked. Should the Superintendent or designate be unable to grant time off in lieu of time worked by October 31st of each year because of the work requirements of the Penitentiary, the employee will be paid at the applicable overtime rate for the overtime worked. However, an employee may request pay for such overtime before October 31st. The regular salary used for calculating the overtime due shall be the salary which was in effect on the day on which the overtime was actually worked.
- 11.04 For the purpose of computing the hourly rate of pay, the employee's salary shall be divided by 2080 hours.
- 11.05 Any period of overtime of less than one hour will be counted as follows:
- (a) 0 - 14 minutes - no pay
 - (b) 15 - 29 minutes - 1/2 hour pay
 - (c) 30 - 59 minutes - 1 hour pay
- 11.06 All overtime shall be authorized and scheduled by the Superintendent or designate.
- 11.07 The Employer shall not reschedule employees or schedule time off for the purpose of avoiding payment of overtime.
- 11.08 Overtime shall be allocated on an equitable basis among readily available qualified employees.

- 11.09 An employee who works three (3) or more consecutive hours of overtime immediately following his/her scheduled hours of work shall receive a meal allowance of ten dollars (\$10.00). Where a meal can be provided, the employee shall have the option of receiving the meal or the payment.
- 11.10 Where an employee is forced to work twenty-four (24) hours straight, they shall receive double time (2x) for all time worked. In addition, they will not lose any time off for not working their next scheduled shift within the next twenty-four (24) hours after the twenty-four (24) hour overtime shift.

ARTICLE 12

STANDBY

- 12.01 Effective date of signing of this Agreement, an employee required to perform standby duty shall be compensated as follows:
- (a) \$20.40 for each eight (8) hour shift or \$30.60 for each twelve (12) hour shift of standby;
 - (b) \$22.60 for each eight (8) hour shift on a statutory holiday or \$33.90 for each twelve (12) hour shift of standby on a statutory holiday.
- 12.02 All standby duty shall be authorized by the Employer and scheduled by the Superintendent and no compensation shall be granted for the total period of standby, if the employee does not report for work when required.

ARTICLE 13

CALLBACK

- 13.01 Subject to 13.03, when an employee is called back to work after he/she has left his place of work, and he/she reports for work, he/she shall be paid at the applicable overtime rate with a minimum of three hours credit.
- 13.02 An employee who is called to work and completes the work in less than the minimum three hours and is subsequently recalled within the three hour minimum, shall receive only the benefit of the three hour minimum once. However, should the total time on both calls exceed the three hour minimum, the employee will be compensated for the actual time worked at the applicable overtime rate.
- 13.03 The Superintendent or designate shall have the option of granting time off in lieu of pay if requested by the employee.

- 13.04 The provisions of Clause 13.01 shall not apply in cases where overtime is scheduled in advance of an employee leaving his place of work.
- 13.05 When an employee is recalled to duty during any period of annual leave, he/she shall be reimbursed for reasonable expenses that he/she may incur by virtue of his recall. For example, (1) expenses incurred in proceeding to his place of duty; and (2) expenses incurred returning to the place from which he/she was recalled, if he/she so returns.
- 13.06 An employee who is called back to work during annual leave shall receive four and one-half (4 1/2) hours pay at his/her regular rate or time and one-half (1 1/2) for the first twenty-four (24) hours worked, whichever is greater and shall be granted time off equal to time lost from his/her annual leave including travel time.
- 13.07 An employee required, in the performance of his duty as Correctional Officer, to make an off-duty attendance at any court shall receive the greater of six (6) hours pay or the applicable overtime rate for the full-time spent in court.
- 13.08 When an employee is recalled to work under the conditions described in Clause 13.01, he/she shall be paid the cost of transportation to and from his/her place of work at the appropriate mileage rate to a maximum of ten dollars (\$10) for each callback.

ARTICLE 14

HOLIDAYS

- 14.01 (a) The following shall be designated holidays:
- New Year's Day
 - St. Patrick's Day
 - Good Friday
 - St. George's Day
 - Commonwealth Day
 - Discovery Day
 - Memorial Day
 - Orangeman's Day
 - Labour Day
 - Armistice Day
 - Christmas Day
 - Boxing Day
 - Thanksgiving Day
 - Civic Holiday (As designated by the municipalities in the employee's headquarters area).
- (b) Any additional holiday declared by the Provincial Government shall be awarded to employees of this bargaining unit.
- (c) If the civic holiday referred to in 14.01(a) above is not designated, then the first

Wednesday in August will apply.

- (d) Statutory holidays of Christmas Day, Boxing Day, and New Year's Day referred to above will be observed on the calendar day on which they fall. Days designated as statutory in lieu of these days will not be recognized for purposes stated in clauses 14.02 and 14.03.
- (e) Notwithstanding the statutory holidays a temporary employee works and is paid in accordance with Clause 14.02 (a) and (b), the following (Clause 14.1(f)) shall apply for statutory holidays that a temporary employee does not work.
- (f) Temporary employees shall receive credit for statutory holidays on a prorated basis at the end of each year. The number of holidays they are entitled to shall be determined based on their total hours worked with the number of holidays they have worked and been paid for being deducted, they will receive one days (eight hours) pay for each full holiday entitlement. This shall apply from April 10, 1996.

*14.02 Compensation for Work on a Holiday

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

- (a) Time off with pay at the rate of one and one-half (1 ½) hours for each hour worked, at a later date approved by the Superintendent.
- *(b) If such time off is not granted before October 31st of each year, the employee shall receive pay in lieu of time off at the rate of one and one-half (1 ½) times his regular rate of pay for all hours worked on the holiday. However, an employee may request pay for such overtime before October 31st. For the purposes of calculating the payment due, the regular rate shall be the salary which was in effect on the holiday in question.

*14.03 Holiday Falling on the Day of Rest

- *(a) When a calendar day designated as a holiday under Clause 14.01 coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a later date approved by the Superintendent. If such time off is not granted before October 31st of each year, the employee shall receive pay at the applicable rate of pay to compensate him for the holiday. However, an employee may request pay for such time before October 31st.
- *(b) When a holiday falls on an employee's day of rest, and he/she is required to work on

such a holiday, he/she shall receive two (2) hours off for each hour worked in return for working on that day at a later date approved by the Superintendent. If such time off is not granted before October 31st of each year, the employee shall receive pay at the rate of two times his regular rate of pay for working on that day in addition to the pay he/she would have received had he/she not been required to work on that day. However, an employee may request pay for such overtime before October 31st.

- (c) For the purpose of calculating the payments due an employee in 14.03(a) and (b) above, his regular salary shall be the rate which was in effect on the holiday in question.

ARTICLE 15

TIME OFF FOR ASSOCIATION BUSINESS

15.01 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 local of the Association and who is required to attend the Biennial Convention of the Association, the Newfoundland and Labrador Federation of Labour and Component Conventions within the Province, leave with pay not exceeding three (3) days in any year for each of the above conventions except that where a Component Convention and the Biennial Convention are held in the same year, leave with pay not exceeding two (2) days may be awarded for the purpose of attending the Component Convention.
- (b) In the case of an employee who is a member of the Provincial Board of Directors of the Association and who is required to attend meetings of the Association within the Province, leave with pay not exceeding three (3) days in any year.
- (c) In the case of an employee who is a member of the Provincial Executive of the Association and who is required to attend meetings of the Association within the Province, leave with pay not exceeding three (3) days in any year.
- (d) In the case of an employee who is a member of the Provincial Board of Directors of the Association or a delegated representative and who may wish to attend meetings of the Canadian Labour Congress and/or National Union of Provincial Government Employees, leave with pay not exceeding five (5) days in any one year. The permanent head may grant additional leave without pay for this purpose.

15.02 (a) With the approval of the permanent head or designate, leave with pay shall be

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

- (b) Provided that employees give not less than seven (7) days notice, the Employer shall grant to not less than six (6) employees time off with pay in order to prepare for and participate in the negotiations.

15.03 The Employer shall grant, on written request, leave of absence without pay for a period of one (1) year, for an employee selected for a full-time position with the Association without loss of accrued benefits to date of such leave. The period of leave shall be renewed upon request. Employees may not accrue any benefits other than seniority during such period of absence.

15.04 Subject to the approval of the Superintendent, additional leave with or without pay may be granted for attending to Association business.

ARTICLE 16

BEREAVEMENT LEAVE

16.01 Subject to Clause 16.02, an employee shall be entitled to bereavement leave with pay as follows:

- (a) In case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, grandmother, grandfather, grandchild, mother-in-law, father-in-law, common-law spouse, or near relative living in the same household, three (3) consecutive days; and
- (b) In the case of his son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) day.

16.02 If the death of a relative referred to in Clause 16.01(a) occurs off the Island, for employees residing on the Island or outside of Labrador for employees residing in Labrador, the employee may be granted leave with pay, in addition to that provided in 16.01, not exceeding one (1) day for the purpose of attending the funeral.

16.03 In cases where extraordinary circumstances prevail, the permanent head may, at his

discretion, grant special leave for bereavement up to a maximum of two (2) days in addition to that provided in Clauses 16.01 and 16.02.

16.04 If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.

ARTICLE 17

ANNUAL LEAVE

17.01 (a) Effective date of signing, the maximum annual leave which an employee shall be eligible for in any year shall be as follows:

<u>Years of Service</u>	<u># of Days</u>
From one (1) to ten (10) years, inclusive	15
From eleven (11) to twenty (20) years, inclusive	20
In excess of twenty (20) years	25

(b) The following provisions respecting annual leave shall apply:

- (1) No annual leave may be taken by an employee until he/she has not less than sixty (60) days of service prior to taking leave.
- (2) When an employee has had not less than sixty (60) days of service, he/she 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.
- (3) When an employee becomes eligible for a greater amount of annual leave, he/she may be allowed in the year in which the change occurs, a portion of the additional leave for which he/she has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days.
- (4) Part-time employees working more than fifty percent (50%) of the scheduled weekly hours of work shall be entitled to payment of annual leave in accordance with this Article on a pro-rata basis.

17.02 For the purpose of this Article, an employee who is paid full salary or wages in respect of not less than two-thirds (2/3) 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.

17.03 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.

- 17.04 Subject to the requirements of the public service, the permanent head will make every reasonable effort not to recall an employee to duty after he/she has proceeded on annual leave.
- 17.05 In respect of leave which may be carried forward to subsequent years, the following shall apply:
- (a) An employee may carry forward to another year any portion of annual leave not taken by him in previous years until, by so doing, he/she has accumulated a maximum of two hundred (200) working hours of annual leave excluding current and accrued annual leave.
 - (b) Subject to 17.03, the annual leave accumulated by an employee pursuant to sub-clause (a) hereof may be taken by him at any time in addition to his current and accrued annual leave.
- 17.06 Subject to Clauses 17.07 and 16.04, an employee who has entered upon annual leave may not change the status of his leave to any other type of leave until he/she has used up all his current annual leave (exclusive of leave carried forward from previous years).
- 17.07 (a) An employee who becomes ill while on annual leave may change the status of his leave to sick leave effective the date of notification to the Employer provided that the employee submits a certificate acceptable to the Superintendent, signed by a qualified medical practitioner:
- i) by the date the employee's approved annual leave period expires; or
 - ii) Where the period of illness is to extend beyond the expiration of the approved annual leave period at such intervals as the Superintendent may require.
- (b) In the case of an employee who is admitted to hospital while on annual leave, he/she may change the status of his leave to sick leave with effect from the date he/she was admitted to hospital.
- (c) The period of vacation so displaced in Clause 17.07(a) and (b) shall be reinstated for use at a later date to be mutually agreed.
- 17.08 Subject to 17.02, in an incomplete year before resignation or retirement an employee may receive a proportionate part of his annual leave for that year.

- 17.09 Sick leave awarded in accordance with Clause 19.05 or periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for annual leave purposes and the employee's period of service shall be noted accordingly.
- 17.10 For the purpose of this Article, employees who are re-employed by the Employer after layoff or termination may have service prior to layoff or termination credited to them for annual leave purposes.
- 17.11 An employee who is authorized by the Superintendent or designate to proceed on annual leave for a period of not less than two (2) consecutive weeks, shall upon written request, be issued an advance payment, of the regular pay cheques(s) he/she would normally receive during such period of leave. The written request for this advance payment must be received by the Superintendent or designate at least six (6) weeks prior to the last pay day before the employee's annual leave period commences.
- 17.12 Military service shall be recognized for annual leave purposes in accordance with the War Service (Pensions) Act, and service as a teacher recognized as pensionable service in accordance with the Public Service (Pensions) Act shall be recognized for annual leave purposes.

ARTICLE 18

TERMINATION OF EMPLOYMENT

- 18.01 Except in the case of dismissal for just cause, thirty (30) calendar days notice, in writing, shall be given to permanent or probationary employees whose services are to be terminated. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- 18.02 Except in the case of dismissal for just cause, ten (10) calendar days notice, in writing, will be given to temporary, part-time and seasonal employees whose services are to be terminated, provided that such employees are not hired for a specified time period. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- 18.03 Permanent and probationary employees shall give the Superintendent thirty (30) calendar days written notice, and seasonal, temporary and part-time employees shall give ten (10) calendar days written notice of intention to terminate employment.
- 18.04 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.
- 18.05 The period of notice may be reduced or eliminated by mutual agreement.

- 18.06 Subject to 18.07, upon termination of service, an employee shall receive pay for all his earned current and accrued leave not taken by him prior to the date of termination of his services plus pay for his accumulated annual leave up to a maximum of twenty-five (25) days not taken by him prior to the date of termination of his services, provided, however, that any indebtedness to the Employer may be deducted from such payment.
- 18.07 Where an employee fails to give notice as stipulated in Clause 18.03, the Employer reserves the right to withhold payment for any annual leave, provided that in no case shall the penalty exceed the period of notice.
- 18.08 When an employee is to be pensioned for health reasons, he/she shall be given notice in accordance with this Article.
- 18.09 Permanent employees whose positions are declared redundant, and who are 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 C. 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 (see Schedule D), 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.

ARTICLE 19

SICK LEAVE

- 19.01 (a) The number of days of sick leave with full pay which may be awarded to an employee, other than a part-time employee, at any time shall not exceed the figure obtained by multiplying his total months of service by two (2) and subtracting therefrom the number of working days of sick leave previously awarded to him provided that the maximum number of working days of sick leave with full pay which may be awarded to an employee during any period of two hundred and forty (240) months of service shall not exceed four hundred and eighty (480) days in the aggregate.
- (b) Notwithstanding clause 19.01 (a), the number of days of sick leave with full pay which may be awarded to all employees hired after the date of signing of this agreement, 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.

- 19.02 For the purposes of Clause 19.01, an employee who receives full salary or wages in respect of not less than two-thirds (2/3) of the working days in the first or last calendar month of his service, computed in full or half days shall, in each case, be deemed to have had a month of service.
- *19.03 Subject to Clause 19.06, an employee who has had less than two thousand and eighty (2,080) working hours of service may be awarded sick leave with full pay as follows:
- *(a) A temporary employee may at any time, during the first two thousand and eighty (2,080) working hours of service, be permitted to anticipate sick leave to the end of his/her current authorized employment or the end of the year, whichever is earlier.
 - (b)(i) A probationary employee may, at any time during the first twelve (12) months of service, be awarded working days of sick leave on full pay not exceeding twenty-four (24) days less any sick leave previously awarded to him;
 - (ii) Notwithstanding clause 19.03 (b) (i), for employees hired after the date of signing of this agreement, a probationary employee may, at any time during the first twelve (12) months of service, be awarded working days of sick leave on full pay not exceeding twelve (12) days less any sick leave previously awarded to him;
 - (c) Where a temporary or probationary employee is granted sick leave in excess of that earned in accordance with Clause 19.01 and the employee resigns or is terminated, the Employer reserves the right to recover an amount equivalent to the excessive leave granted.
- 19.04 Subject to Clause 19.05, when an employee has reached the maximum of the sick leave which may be awarded him in accordance with this Article, he/she shall, if he/she is still unfit to return to duty, proceed on annual leave (including current, accumulated and accrued leave) if he/she is eligible to receive such leave, or if not, on special leave without pay at his option.
- 19.05 Subject to Clause 19.06, before sick leave with full pay is awarded to an employee or at any time when an employee is on such leave with full pay, he/she may be required by the Employer to undergo a medical examination. If it appears from such examination, in the opinion of a medical doctor, that it is unlikely that the employee will be able to return to duty after the expiration of his accumulated sick leave, the employee may be retired effective when his accumulated sick leave has expired or at retirement age and paid such pension award as he/she may be eligible to receive, and the employee shall be given notice in accordance with Article 18.

- 19.06 Sick leave with full pay in excess of three (3) consecutive working days at any one time or six (6) working days in the aggregate in any year, shall not be awarded to an employee unless he/she has submitted in respect thereof a medical certificate satisfactory to the Superintendent of Prisons.
- 19.07 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 employee's record of service shall be noted accordingly.
- 19.08 Sick leave shall not be granted to an employee who is on maternity leave or any other type of leave without pay.
- 19.09 Where an employee has a break in service in excess of thirty (30) consecutive calendar days not caused by layoff, his service for the purpose of this Article shall be deemed to commence from the date of his re-employment.

ARTICLE 20

MATERNITY/ADOPTION/PARENTAL LEAVE

- 20.01 (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.
- 20.02 (a) An employee may return to duty after giving the Employer 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.
- 20.03 (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.
- 20.04 An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.

- 20.05 The Government will endeavor to provide child care services for its employees wherever possible.
- 20.06 While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through their Human Resource Division.

ARTICLE 21

SPECIAL LEAVE WITHOUT PAY

- 21.01 Subject to Clause 19.04, and with the approval of the permanent head or designate, special leave without pay may be granted in exceptional circumstances to an employee provided that the employee has no current, accrued or accumulated leave available to him/her.

21.02 **Extended Unpaid Leave**

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

21.03 **Unpaid Leave**

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

21.04 **Education Leave**

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.

- 21.05 Subject to Clause 19.04, and with the approval of the Superintendent, special leave with pay may be granted in exceptional circumstances to employees.

ARTICLE 22

INJURIES ARISING OUT OF PENITENTIARY DUTIES

- 22.01 All employees shall be covered by the Workplace Health, Safety and Compensation Act.

- 22.02 Any benefits or conditions agreed to by Government for employees covered under the Master Agreement, signed July 25, 1994, regarding Workers' Compensation, shall apply to employees under this agreement.

- 22.03 In the event that an employee:

(a) becomes permanently disabled; or

(b) incurs a recurring disability

as a result of an injury received in the performance of his duties or as the result of an injury sustained to his person because of proven reprisals against him due to his duties as an employee, the case shall be submitted to the Superintendent for determination of the benefits which may be due to the employee. In any case, the benefits due shall not be less than those due had the employee been covered under the Workplace Health, Safety and Compensation Act.

- 22.04 Management will take all reasonable steps to prevent an employee from being injured due to over-exposure to radioactivity in the performance of his duties. However, should an employee be so injured he/she shall be compensated in accordance with the provisions of this Article.

- 22.05 It is agreed and understood by the parties to this Collective Agreement that 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 his/her position with the Employer protected for two (2) calendar years following the date of such approval, immediately following which his/her employment shall be terminated, subject to the Human Rights Act.

ARTICLE 23

LEAVE - GENERAL

- 23.01 The previous employment, if any, of an employee with a governmental or quasi-government board or commission created by statute or established by the Lieutenant Governor-in-Council or with a hospital not operated by Government shall be regarded as service within the meaning and intent of this Agreement and shall be included in the calculation of the employee's leave eligibility under this Agreement, provided that he/she transferred from such board or commission or hospital without break or, if there was a break, that such break did not exceed one month and provided further that he/she shall not receive greater leave awards under this Agreement as a result of such previous employment than he/she would be eligible to receive if it had been service as defined in this Agreement.
- 23.02 In the event that an employee's service is extended beyond the statutory retirement age, he/she 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.
- 23.03 In the event that an employee is, with the approval of the Lieutenant Governor-in-Council, seconded for duty outside the Government of Newfoundland, the period of his secondment shall be deemed to be service within the meaning and intent of this Agreement.
- 23.04 Family Leave
- (a) Subject to Clause (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 needs relating to the birth of the employee's child;
 - (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
 - (iv) attend meetings with school authorities;

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

shall be awarded up to three (3) days paid family leave in any calendar year.

- (b) In order to qualify for family leave, the employee shall:
 - (i) provide as much notice to the employer as is reasonably possible;
 - (ii) provide to the employer valid reasons why such leave is required; and
 - (iii) where appropriate and in particular with respect to (iii), (iv), and (v) of (a) have endeavoured 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.

23.05 Jury Duty

The Employer shall grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who serves as a juror, witness in Court or who is required to attend jury selection. The employee will present proof that he/she attended as a juror, witness in Court or for the purpose of jury selection. Any remuneration the employee receives from the Courts will be over and above his/her pay and benefits from the Employer.

ARTICLE 24

CLASSIFICATION

- 24.01 Employees shall be notified, in writing, of any changes in their classification.
- 24.02 The Classification Appeal Board shall carry out its functions in accordance with the Classification Appeal Board Procedure as set out in Appendix III.
- 24.03 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 Appendix III.
- 24.04 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 Pay Division of Treasury Board.

ARTICLE 25

SALARIES

- 25.01 Employees will be paid salaries in accordance with Schedule "A" attached to and forming part of this Agreement. All employees hired after the signing of this agreement shall receive their pay through direct electronic deposit to their bank account.
- 25.02 (a) All members of the service covered by this Agreement shall be entitled to service pay as follows:
- i) After completing five (5) years of accumulated service - 0.5%;
 - ii) After completing ten (10) years of accumulated service - 1.%;
 - iii) After completing fifteen (15) years of accumulated service - 1.3%;
 - iv) After completing twenty (20) years of accumulated service - 1.6%;
- (b) Service pay shall be in addition to rates set forth in Schedule "A" and shall be paid on the first pay day of December each year.
- (c) An employee, upon retirement, shall be paid service pay for the portion of the last year worked on a pro-rata basis.

ARTICLE 26

PROBATION

- *26.01 *(a) Every new recruit shall serve a probationary period of 2080 hours during which he/she may be dismissed for incompetence or unsuitability without recourse to the grievance procedure. However, should a probationary employee allege violation of the collective agreement, for any other reason, he/she may invoke the grievance procedure as laid down in this Article.
- (b) During the one year probationary period, an employee shall be formally evaluated at least once every three (3) months. The employee shall be informed of his progress during these evaluations.
- (c) Temporary employees shall be required to work 2080 hours accumulative in order to complete their probationary period.
- (d) The probationary period for employees other than uniform employees shall be nine hundred and ten (910) hours of cumulative worked service in the bargaining unit commencing from the date of employment, exclusive of overtime.

- *26.02 After successful completion of the probationary period, seniority shall be effective from the first day of employment.

ARTICLE 27

SENIORITY

- 27.01 (a) For the purpose of this Agreement, seniority shall be the total period of service an employee has within the bargaining unit commencing from his last date of employment.
- (b) Where the qualifications of an employee are sufficient, seniority will be the governing factor in determining preference for promotions and requested transfers.
- (c) Where the qualifications of an employee are sufficient, both parties recognize that job security shall increase in proportion to the length of service, therefore in the event of layoff the following provision shall apply. Employees who have the least seniority shall be the first employees laid off. When the employer determines that a recall is necessary, the employee with the greatest seniority shall be the first recalled.
- 27.02 Employees shall have the right to grieve against unfair treatment on promotions, requested transfers, layoff and recalls. Such grievances shall commence at level 2 of the grievance procedure.
- 27.03 The following conditions shall result in loss of seniority for an employee:
- (a) he/she resigns or retires and is not re-employed within thirty (30) calendar days;
- (b) he/she is dismissed and is not reinstated;
- (c) he/she has been laid off in excess of eighteen (18) consecutive months.
- (d) when recalled from layoff, he/she fails to report within fourteen (14) calendar days of notice to do so unless sufficient reason is given by the employee.
- 27.04 For the purpose of on-the-job training, other than mandatory training, employees will be given notice of the training program as far in advance as possible and will be given the opportunity to apply. Applicants who possess the required qualifications and ability will be given preference on the basis of seniority.
- 27.05 (a) Job Posting
- When a vacancy occurs or a new position is created in the Newfoundland and Labrador Penitentiary system, either inside or outside the bargaining unit, other than Lieutenant, the Employer shall post notices of the position in accessible places in the Employer's premises for a period of not less than seven (7) calendar days. Copies of all postings are to be supplied concurrently to the Local President.

(b) Information on Posting

For vacancies, or new positions inside the bargaining unit, such notices shall contain the following information: title of position, qualifications, skills, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

- (c) All permanent vacancies will be posted for a minimum of seven (7) days. The Employer will identify a start date for the new position of not less than six (6) weeks from the date of posting. The successful candidate will have forty-eight (48) hours to confirm, in writing, with the Employer that he/she will report to work in the position on the identified start date; failure to do so will mean that he/she has withdrawn his/her application and the Employer will offer the job to the second successful applicant. The second successful applicant, and each applicant thereafter, will also be given forty-eight (48) hours to confirm, in writing, that he/she will report to work in the position on the identified start date, failure to do so will mean that he/she has withdrawn his/her application and entitle the Employer to make the offer to the third successful applicant, and so on until the list of successful applicants is exhausted. Notwithstanding the foregoing, where the permanent vacancy is in Labrador, the successful candidate and each candidate thereafter will have seventy-two (72) hours to confirm in writing, with the Employer that he/she will report to work in the position on the identified start date; failure to do so will mean that he/she has withdrawn his/her application and the Employer will offer the job to the next successful applicant. The Superintendent may, with the agreement of the Union, extend the confirmation period beyond the time periods noted above when deemed necessary and appropriate in the circumstances.
- (d) Any temporary employee who applies for a permanent position, and is successful, must take up the duties of the position in order to attain permanent status.

ARTICLE 28

TEMPORARY ASSIGNMENT

- 28.01 Subject to Clause 28.02, where an employee is required by the Superintendent to perform in a position which is classified as being higher than the employee's own classification, he/she shall be reimbursed in accordance with the promotion provisions for the entire period of assignment provided he/she has occupied the higher position for a period of one (1) full working day.
- 28.02 When the employee returns to his position from temporary assignment, he/she will be returned to his former salary with any adjustments made for salary increases in the interim.

28.03 Correctional Officers in Correctional Institutions are assigned the responsibility for the Institution when there is no management on site would be paid the rate of Correctional Officer II.

ARTICLE 29

TRAVEL ON EMPLOYER'S BUSINESS

29.01 For each day or part thereof, on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities, shall be as follows:

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

29.02 For travel on the Employer's business of less than one day which is in excess of fifteen (15) miles from an employee's headquarters or place of residence, he/she shall be compensated in accordance with Clause 29.01(a) provided as follows:

- (a) Breakfast - provided an employee is required by the Employer to leave on such business before 7:00 a.m.;
- (b) Lunch;
- (c) Dinner - provided that an employee returns to his headquarters or place of residence after 7:00 p.m.

29.03 Employees who are authorized to use their own cars while travelling on business for the Employer shall be reimbursed, as follows:

<u>Effective Date</u>	<u>Rate</u>
2000 04 01	31.5 ¢/km

29.04 The provisions of this Article 29 shall apply to any training session required to be attended by an employee at the Employer's request on an employee's day off.

ARTICLE 30**PROTECTIVE CLOTHING**

- 30.01 The Employer shall issue the following clothing once each year to all uniformed employees within four (4) months from the date the budget is passed in the House:
- (a) Shirts (3 short sleeved, open necked shirts and 3 top quality permanent pressed shirts, or at the employee's option, 6 short sleeved shirts. Open neck shirts will not be worn with tunics or winter dress);
 - (b) Gloves (1 pair black);
 - (c) Hat Cover (1 shirt nylon and 1 black plastic);
 - (d) Uniform (1 per year - 1 tunic, 2 pairs of winter pants plus three pairs of summer pants every 3 years). The selection of style and colour shall be done by the Superintendent.
 - (e) Ties (3 per year);
 - (f) Overshoes (1 pair gaiters);
 - (g) Boots/Shoes, regular or safety type, 2 pair (logan type where available may be substituted for employees at Salmonier only).
 - (h) Black nylon socks (6 pair per year).
- 30.02 The Employer shall issue the following clothing and equipment to all employees as and when necessary and shall replace the same when deemed unserviceable by the Superintendent:
- (a) 1 nylon raincoat (lined);
 - (b) Rubber boots (1 pair);
 - (c) Jacket (1 winter nylon type and 1 summer nylon type); to be issued every three years;
 - (d) Summer hat and winter fur lined hat;
 - (e) Whistle and chain;
 - (f) Leather belt;
 - (g) Coveralls (1 pair) - employees at Salmonier only;

- (h) Logans and liners (1 pair) - employees at Salmonier only;
- (i) Overshoes (toe rubbers - 1 pair);

30.03 The provisions of this Article are applicable only to the following classes:

Correctional Officer Recruit
Correctional Officer
Sergeant

*30.04 Clause 30.01 and 30.02 notwithstanding, clothing for the fiscal years 2016/2017 to 2019/2020 will be issued in accordance with Schedule E.

Clothing for permanent and temporary employees that were employed as of August 1, 1997 will be replaced as per Schedule E, with temporary employees being issued the same clothing as permanent employees.

Employees hired after August 1, 1998 will have clothing replaced as the employee achieves years of service. This means that temporary employees will be entitled to the clothing issue replaced every year, and year two, only after they attain 2080 hours of service. Temporary employees who work less than full time hours will be entitled to half their entitlement after they attain each 1040 hours of service, the items issued will be subject to the approval of the Assistant Superintendent or Captain.

ARTICLE 31

PERSONAL FILES

- 31.01 A copy of any document placed on an employee's personal file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy.
- 31.02 Any such document shall be removed and disregarded after the expiration of two (2) years from the date it was placed in the employee's file provided there has not been a re-occurrence of a similar incident during that period. The employee shall be responsible to see that any such document is removed.
- 31.03 An employee shall at any reasonable time be allowed to inspect his own personal file and may be accompanied by a representative of this Association if he/she so desires.

ARTICLE 32**DISCIPLINE**

- 32.01 An employee who is suspended or dismissed shall be provided with written notification within five (5) days of any oral notification which shall state the reasons for suspension or dismissal.
- 32.02 Management shall notify an employee in writing of any dissatisfaction concerning his work within five (5) working days of the occurrence or discovery of the incident giving rise to the complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his record for use against him at any time. Management shall also notify an employee in writing of any investigation which may reveal unsatisfactory performance on the part of the employee. This clause shall apply in respect of any expression of dissatisfaction or investigation relating to his work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.
- 32.03 This Clause shall apply only to disciplinary action taken in accordance with the Collective Agreement as opposed to the Prison's Act and Regulations, and it is the Employer's decision as to which of the two procedures shall apply. If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from his/her place of employment, it shall be with pay.

ARTICLE 33**ACCESS AND SHOP STEWARDS**

- 33.01 (a) Management will recognize all Officers of the Local when carrying out the affairs of the Local.
- (b) Local Presidents
- The Local President may process a grievance if deemed desirable by the Association.
- (c) Access and Shop Stewards
- An employee shall have the right at any time to have the assistance of a full-time representative of the Association on all matters relating to employer/employee relations. Association representatives shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions

or investigation of grievances shall not absent themselves from work except with permission from their supervisor and such permission will not be unreasonably withheld.

33.02 Permission to hold meetings on the premises of the Employer shall, in each case, be obtained from the Superintendent and such meetings shall not interfere with the operations of the Correctional Institution.

33.03 The Employer agrees to recognize shop stewards appointed by the Association.

33.04 The following number of shop stewards may be appointed by the Association:

- 5 shop stewards at H.M. Penitentiary
- 2 shop stewards at the Stephenville Correctional Institution
- 2 shop stewards at the Labrador Correctional Centre
- 1 shop steward at the Stephenville Correctional Institution for Females
- 1 shop steward at the Clarenville Correctional Institution
- 1 Shop steward at Bishop's Falls Correctional Institution
- 1 shop steward at St. John's Lock-up
- 1 shop steward at Corner Brook Lock-up.

In the event new institutions open during the life of this agreement, the parties agree to meet and determine the number of shop stewards allowed in each new institution. The Association shall inform the Employer of the names of all shop stewards as soon as possible after their appointment.

33.05 The shop stewards shall not conduct Association business during working hours except in case of emergency. Where time off is required by the shop stewards during working hours, he/she shall request such time off from his immediate supervisor. Such time off for a shop steward shall not be unreasonably withheld.

33.06 With the prior approval of the Superintendent, special leave with pay not exceeding one (1) day in each year, shall be awarded to shop stewards for the purpose of attending educational seminars.

33.07 An employee who is required to attend a meeting with Employer representatives dealing with warnings, adverse reports, suspension or discharge shall be accompanied by a Union representative.

ARTICLE 34

STRIKES AND LOCKOUTS

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

ARTICLE 35

PENSION

- 35.01 The Employer will meet with representatives of the Association to discuss any questions they may have arising out of the existing pension plan as well as any suggestions which they may present for the revision of the plan.

ARTICLE 36

LEGAL AID

- 36.01 The Employer shall undertake to assure a full and complete defence to any employee who is sued or charged in a criminal proceeding arising from the performance of his/her duties provided he/she was not deemed to have performed in a negligent manner as determined by the facts or the Courts. The cost of such defence is the Employer's responsibility where such acts were performed in the normal course of his/her duties as a Correctional Officer. No legal assistance will be provided to off duty employees unless clearly established by the facts or the Courts that he/she was performing in a non-negligent manner in a situation arising from his/her duties as a Correctional Officer. No legal services will be provided for proceedings of a disciplinary nature.
- 36.02 An employee shall have the right to choose his own counsel to represent him in his defence. The Employer shall pay legal fees incurred by the employee, but shall have the right to insist that the employee have the legal fees taxed.

ARTICLE 37

IDENTIFICATION CARDS

- 37.01 The Employer shall issue identification name tags.

ARTICLE 38**LABOUR-MANAGEMENT COMMITTEE**

- 38.01 A committee shall be established at the Penitentiary to be known as the Labour-Management Committee. The Committee shall consist of three (3) members appointed by the Employer and three (3) representatives appointed by the Association, and shall be chaired alternately by a representative of the Employer and a representative of the Association.
- 38.02 The Committee shall meet as often as the members of the Committee deem necessary but minimally once every three (3) months.
- 38.03 The purpose of the Labour-Management Committee 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, working conditions, rules and regulations, efficiency and productivity.
- 38.04 A full-time representative of the Association and the Justice Department may be present at Labour-Management meetings at the request of either of the parties.
- 38.05 Nothing in this Article shall be construed to defeat any right, power, privilege, obligation, or duty conferred upon the Superintendent of the Penitentiary or any other person by the Prisons Act or regulations made there under, or any other statute or law of the Province.
- 38.06 A committee shall be established in each satellite institution.
- 38.07 The Union will have the right to express concerns on a quarterly basis as to the adequacy of staffing at the various institutions. The Employer will respond to the said concerns within one month of the receipt from the Union of the Union's written memoranda expressing those concerns. The response will be in writing. Management will maintain an accurate and complete register and record of the Union's reports and Management's responses. All decisions however with respect to minimum staffing shall be decisions exclusively of the Employer.

ARTICLE 39**INFORMATION FOR EMPLOYEES**

- 39.01 The Employer will continue its present practice of providing bulletin board space for the posting of notices pertaining to elections, appointments, meeting dates, new items and social and recreational affairs. Such notices will continue to be subject to the approval of the Employer.

39.02 The Employer shall inform all new employees of the existence of this Agreement.

***ARTICLE 40**

SEVERANCE PAY

Effective March 31, 2018

- *40.01 (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 seasonal employee 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. 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) An employee shall notify the employer in writing, no later than January 15, 2019, indicating 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.

- (ii) Except where a request to defer the receipt of severance pay has been received by the Employer in accordance with this Article, the Employer shall endeavour to issue the severance payout on or before March 31, 2019.
- (iii) Employees who elect to defer the receipt of their severance entitlement, to the fiscal year commencing April 1, 2019, may do so by providing written notice to the Employer as to which quarter of that fiscal year they wish to receive their severance entitlement. The fiscal year commencing April 1, 2019 shall be divided into the following three (3) quarters:
 - April 1, 2019 to June 30, 2019
 - July 1, 2019 to September 30, 2019
 - October 1, 2019 to December 31, 2019
- (e) Effective March 31, 2018, there shall be no further accumulation of service for severance pay purposes.

ARTICLE 41

GROUP INSURANCE

- 41.01 The Group Insurance Plan presently in effect shall remain in effect during the term of this Agreement.
- 41.02 The Employer will pay 50% of the premiums of the Insurance Plan and the employees will pay 50%.
- 41.03 Seasonal employees shall have the right to continue coverage during layoff through direct payments of 100% of the premiums of the Insurance Plan.
- 41.04 A summary of the general provisions and benefits of the Plan is appended to the Agreement as Schedule G.

ARTICLE 42

AMENDMENT BY MUTUAL CONSENT

- 42.01 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 43

DURATION OF AGREEMENT

- *43.01 This Agreement shall come into effect on November 1, 2015 and shall remain in full force and effect until October 31, 2019.
- 43.02 Either of the parties to this Agreement may, within the sixty (60) day period immediately prior to the expiration of this Agreement, issue notice of its desire to terminate the Agreement or request negotiations for a renewal or revision of the Agreement.
- 43.03 This Agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of this Agreement and until such time as it is replaced by a new collective agreement.

ARTICLE 44

TRANSFERS

- 44.01 Where the operational requirements of H.M. Penitentiary require an employee to change his/her headquarters and no employee has indicated, in writing, an interest in changing headquarters, the Employer shall have the right to relocate the employee who has the least seniority and is qualified to perform the duties intended for him/her at his/her new headquarters.

ARTICLE 45

RELOCATION EXPENSES

- 45.01 An employee who is required to relocate from one geographic location to another as a result of applying for promotion or being required to transfer by the Employer shall, on the production of a certified statement of expenses, be compensated in accordance with the policy in effect at the time of transfer.

ARTICLE 46

ESCORT DUTY

- 46.01 Convicted prisoners committed to serve sentences at H.M. Penitentiary will be escorted as required between H.M. Penitentiary and the other satellite provincial penal institutions within the Province by the staff of the bargaining unit.

ARTICLE 47

PERSONAL LOSS

- 47.01 Subject to Clause 48.02 and 48.03, 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 three hundred and twenty-five dollars (\$325).
- 47.02 All incidents of loss suffered by an employee shall be reported to the Superintendent or his/her designated representative within three (3) days of the incident.
- 47.03 This provision shall only apply in respect of personal effects which the employee would reasonably have in his possession during the normal performance of his duty.

ARTICLE 48

LABRADOR ALLOWANCE

- 48.01 The Labrador benefits shall be paid to employees covered by this Agreement who are eligible to receive such benefits as outlined in Schedule H.

ARTICLE 49

TWELVE HOUR SHIFT AMENDMENT

- 49.01 The terms and conditions of employment specifically referred to in Schedule B of this Agreement, as applying to all employees working on a schedule of twelve (12) hour shifts, shall amend only those provisions of this collective agreement so specified and only then for the duration of this Agreement.

ARTICLE 50

PORTABILITY OF BENEFITS

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

- (i) accumulated sick leave credits;
- (ii) accumulated annual leave entitlement; and
- (iii) service for severance pay.

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

ARTICLE 51

TECHNOLOGICAL CHANGE

51.01 Advance Notice

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

51.02 Consultation

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

51.03 Attrition Arrangement

No employee will be laid off because of technological change or new method of operation unless such employee refuses, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required by the technological change or new method of operation.

51.04 Income Protection

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

51.05 Transfer Arrangements

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

51.06 Training Benefits

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

51.07 No New Employees

No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation, until the employee(s) already working, and affected by the change, have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment, as provided for in Article 51.06.

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

SIGNED on behalf of Her Majesty the Queen
in Right of Newfoundland and Labrador by the
Honourable Tom Osborne, President of Treasury Board,
and the Honourable Andrew Parsons, Minister of Justice
and Public Safety, in the presence of the witness hereto subscribing:

E. Lane
Witness

Rhonda Stewart
Witness

Tom Osborne
Andrew Parsons

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:

Ed W.
Witness

John [unclear]
Christy [unclear]
Paul [unclear]
Donna [unclear]
Scott Dwyer
Natasha Juneja

***SCHEDULE A**

STEP PROGRESSION FORMULA

A. Step progression will apply to the following classes of employees:

- i) Prison Administrative Clerk
- ii) Prison Stores Supervisor

B. Employees on Steps 1 and 2 shall advance one step on their respective salary scales for each twelve (12) months of service accumulated, effective the date when the additional twelve (12) months of service was accumulated.

C. *Salary Implementation Formula

November 1, 2015	0%
November 1, 2016	0%
November 1, 2017	0%
November 1, 2018	0%

**H.M. PENITENTIARY
NON-MANAGEMENT PAY PLAN
*PAY GRID**

	Effective November 1, 2015	Effective November 1, 2016	Effective November 1, 2017	Effective November 1, 2018
<u>Correctional Officer Recruit</u>				
(0 - 6 months inclusive)	40,276	40,276	40,276	40,276
(7 - 12 months inclusive)	44,754	44,754	44,754	44,754
<u>Correctional Officer</u>				
(13 - 24 months inclusive)	52,492	52,492	52,492	52,492
(25 - 36 months inclusive)	57,268	57,268	57,268	57,268
(37 months + inclusive)	65,099	65,099	65,099	65,099
<u>Correctional Officer II & Guard Room Officer</u>				
	69,486	69,486	69,486	69,486
<u>Sergeant</u>				
	72,959	72,959	72,959	72,959
<u>Classification Officer I</u>				
	68,147	68,147	68,147	68,147
<u>Prison Administration Clerk</u>				
Step 1	39,956	39,956	39,956	39,956
Step 2	41,095	41,095	41,095	41,095
Step 3	43,296	43,296	43,296	43,296
<u>Prison Sentence Administrator & Prison Stores Supervisor</u>				
Step 1	52,412	52,412	52,412	52,412
Step 2	56,836	56,836	56,836	56,836
Step 3	64,085	64,085	64,085	64,085

- Employees in these categories will be implemented on the class and salary rate which coincides with their service in these classifications at the Penitentiary and will advance on their anniversary dates as their service dictates.
- New Guard officer Rate is effective December 10, 2002.

SCHEDULE B**TWELVE HOUR SHIFT ROTATION**

1. Day Shift - Off Sunday, Wednesday; and Thursday
2. Day Shift - Off Monday, Tuesday, Friday and Saturday
3. Day Shift - Off Sunday, Wednesday and Thursday
4. Day Shift - Off Monday, Tuesday, Friday and Saturday
5. Night Shift - Off Sunday, Wednesday and Thursday
6. Night Shift - Off Monday, Tuesday, Friday and Saturday

Notwithstanding the above rotation the Employer may schedule employees with shifts which do not conform to the above rotation for the purpose of eliminating the existing and future accumulation of Kelly Time.

Further, the rotation as outlined in 1- 6 above does not apply to blocks of work offered to temporary employees as outlined in the letter Re: Issues Surrounding Temporary Correctional Officers (Page 81).

SCHEDULE C**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 - <12Years	27	29	31	33	35	37
>12 - <14Years	31	33	35	37	39	41
>14 - <16Years	35	37	39	41	43	45
>16 - <18Years	39	41	43	45	47	49
>18 - <20Years	43	45	47	49	51	53
>20 - <22Years	47	49	51	53	55	57
>22 Years	52	54	56	58	60	62

SCHEDULE D

AGREEMENTS (NAPE)

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

AGREEMENTS (CUPE)

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

***SCHEDULE E**
CLOTHING

	2014/15 Year 1	2015/16 Year 2	2016/17 Year 3	2017/18 Year 4	2018/19 Year 5	2019/20 Year 6
Gortex Patrol Jacket			298.00			298.00
All-Weather Pants (Liner)			179.20			179.20
Gortex Gloves	49.75	49.75	49.75	49.75	49.75	49.75
Summer Hat			27.40			27.40
Winter Hat			36.40			36.40
Twill Weave Trousers	241.80	241.80	241.80	241.80	241.80	241.80
Trouser Liner	62.59		62.59		62.59	
L/S Shirts	86.68	86.68	86.68	86.68	86.68	86.68
S/S Shirts	84.50	84.50	84.50	84.50	84.50	84.50
Leather Belt			11.62			11.62
Ties	5.45	5.45	5.45	5.45	5.45	5.45
Footwear (Boots)	291.90		291.90		291.90	
Gortex Sweater			106.65			106.65
Gaiters			34.50			34.50
Socks	15.00	15.00	15.00	15.00	15.00	15.00
Toe Rubbers			9.50			9.50
TOTALS	837.67	483.18	1540.94	483.18	837.67	1186.45
Coveralls			62.50			62.50
Logans			70.00			70.00
TOTALS	837.67	483.18	1673.44	483.18	837.67	1318.95

***SCHEDULE F**

TWELVE HOURS SHIFT

The parties hereto agree to supplement the agreement with the following amendments for uniformed staff who work on a twelve (12) hour shift schedule.

The following clauses of the Agreement are amended as follows:

ARTICLE 2

DEFINITIONS

- 2.01 (j) Subject to 14.01(d), employees working on the twelve (12) hour shift schedule, a holiday means the twenty-four (24) hour period commencing at 8 a.m. of a calendar day designated as a holiday in this Agreement.

ARTICLE 8

GRIEVANCE PROCEDURE

- 8.01 An employee who feels he/she has a grievance may present the grievance either verbally or in writing to the Lieutenant within six (6) calendar days of the occurrence or discovery of the incident giving rise to the alleged grievance.

- 8.02 Subject to Clause 8.03, grievance shall be processed in the following manner:

Level I:

If the employee fails to receive a satisfactory answer within seven (7) calendar days of presenting the matter under Clause 8.01, he/she may, within seven (7) calendar days present his grievance in writing to the Assistant Superintendent who will give the griever a dated receipt.

Level II:

If the employee fails to receive a satisfactory answer to his grievance within twelve (12) calendar days after the filing of the grievance at Level 1, he/she may, within a further seven (7) calendar days, submit his grievance in writing to a committee consisting of an equal number of representatives of the management and the Association, chaired by a representative of the management. Such a committee shall not exceed four people in total.

Level III:

If the grievance is still not satisfactorily settled by the foregoing procedure or if it is of the type referred to in Clause 8.03, either of the parties to this Agreement may submit the grievance to arbitration in accordance with the procedure set forth hereunder.

ARTICLE 10**HOURS OF WORK**

- 10.01 Subject to Clauses 10.03, 10.08, 10.09, the regularly scheduled work week shall be, on the average, eighty (80) hours a fortnight divided into twelve (12) hour shifts or a combination of eight (8) hours and twelve (12) hour shifts.

ARTICLE 11**OVERTIME**

- 11.01 When an employee is required to work in excess of eighty (80) hours in a fortnight or twelve (12) hours in a work day, subject to 11.01(b), he/she shall be paid at the rate of time and one-half (1 1/2) for all time worked in excess of eighty (80) hours in a fortnight or twelve (12) hours in a work day.
- 11.01 (b) Employees who work in excess of eighty (80) hours in a fortnight as a result of the twelve (12) hour shift scheduling (excluding scheduled overtime), will receive time off at a later date on an hour for hour basis.

ARTICLE 14**HOLIDAYS**

- 14.01 (a) Employees shall receive eight (8) working hours paid leave for each of the fourteen (14) holidays as follows:

New Year's Day	Commonwealth Day
St. Patrick's Day	Discovery Day
Good Friday	Memorial Day
St. George's Day	Orangeman's Day
Labour Day	Armistice Day
Christmas Day	Boxing Day
Civic Holiday*	Thanksgiving Day

*As designated by the municipalities in the employee's headquarters area.

- (b) Any additional holiday declared by the Provincial Government shall be awarded to employees of this bargaining unit.
- (c) If the Civic Holiday referred to in 14.01(a) above is not designated, then the first Wednesday in August will apply.
- (d) Statutory holidays of Christmas Day, Boxing Day, and New Year's Day referred to above

will be observed on the calendar day on which they fall. Days designated as statutory in lieu of these days will not be recognized for purposes stated in Clauses 14.02 and 14.03.

- (e) Notwithstanding the statutory holidays a temporary employee works and is paid in accordance with Clause 14.02 (a) and (b), the following shall apply for statutory holidays that a temporary employee does not work.
- (f) Temporary employees shall receive credit for statutory holidays on a prorated basis at the end of each year. The number of holidays they are entitled to shall be determined based on their total hours worked with the number of holidays they have worked and been paid for being deducted, they will receive one days (eight hours) pay for each full holiday entitlement.

(It is agreed that 14.01 (e) and (f) will apply from April 10, 1996.)

ARTICLE 15

TIME OFF FOR ASSOCIATION BUSINESS

- 15.01 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 Board of Directors of the Association or an elected delegate of a recognized local 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 24 working 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 16 working 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 24 working 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 24 working hours 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 and/or National Union of Provincial Government Employees, leave with pay not exceeding 40 working hours in any one year. The permanent head may grant additional leave without pay for this purpose.

ARTICLE 17**ANNUAL LEAVE**

- 17.01 (a) Effective date of signing, the maximum annual leave which an employee shall be eligible for in any year shall be as follows:

<u>Years of Service</u>	<u># of Working Hours Leave</u>
From one (1) to ten (10) years, inclusive	120
From eleven (11) to twenty (20) years, inclusive	160
In excess of twenty (20) years	200

- (b) The following provisions respecting annual leave shall apply:
- (1) No annual leave may be taken by an employee until he/she has not less than 720 working hours of service prior to taking leave.
 - (2) When an employee has had not less than 720 working hours of service, he/she 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.

- 17.02 For the purpose of this Article, an employee who is paid full salary or wages in respect of not less than 116 working hours in the first or last calendar month of his service shall, in each case, be deemed to have had a month of service.

- 17.09 Sick leave awarded in accordance with Clause 19.05 or periods of special leave without pay in excess of 160 working 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.

ARTICLE 18**TERMINATION OF EMPLOYMENT**

- 18.06 Subject to 18.07 upon termination of services, an employee shall receive pay for all his earned current and accrued leave not taken by him prior to the date of termination of his services plus pay for his accumulated annual leave up to a maximum of one-hundred and sixty (160) hours not taken by him prior to the date of termination of his service provided, however, that any indebtedness to the Employer may be deducted from such payment.

ARTICLE 19*SICK LEAVE**

- 19.01(a) The number of working hours 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 16 hours and subtracting therefrom the number of working hours of sick leave previously awarded to him provided that the maximum number of working hours of sick leave with full pay which may be awarded to an employee during any period of forty-one thousand and six hundred hours (41,600) of service shall not exceed three thousand eight hundred and forty (3,840) working hours in the aggregate.
- 19.01 (b) Notwithstanding clause 19.01 (a), for new employees hired after the date of signing of this agreement, the number of working hours 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 eight (8) hours and subtracting therefrom the number of working hours of sick leave previously awarded to him provided that the maximum number of working hours of sick leave with full pay which may be awarded to an employee during any period of forty-one thousand and six hundred hours (41,600) of service shall not exceed one thousand nine hundred and twenty (1,920) working hours in the aggregate.
- 19.02 For the purposes of Clauses 19.01, an employee who receives full salary or wages in respect of not less than 116 working hours of the scheduled working hour 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.
- *19.03 Subject to Clause 19.06, an employee who has had less than two thousand and eighty (2,080) working hours of service may be awarded sick leave with pay as follows:
- A temporary employee may at any time, during the first two thousand and eighty (2,080) working hours of service, be permitted to anticipate sick leave to the end of his/her current authorized employment or the end of the year, whichever is earlier.
- 19.06 Sick leave with full pay in excess of twenty-four (24) consecutive scheduled working hours at any one time or forty-eight (48) consecutive scheduled working hours in the aggregate in any year, shall not be awarded to an employee unless he/she has submitted in respect thereof a medical certificate satisfactory to the Superintendent.
- 19.07 Periods of special leave without pay in excess of one hundred and sixty (160) working hours in the aggregate in any year shall not be reckoned for sick leave purposes and the employee's record of service shall be noted accordingly.

ARTICLE 21

SPECIAL LEAVE WITHOUT PAY

- 21.02 Periods of special leave without pay in excess of one hundred and sixty (160) working hours in the aggregate in any year shall not be reckoned for annual and sick leave purposes and the employee's record of service shall be noted accordingly.

ARTICLE 23**LEAVE - GENERAL**23.04 Family Leave

- (a) Subject to Clause (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 needs relating to the birth of the employee's child;
 - (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
 - (iv) attend meetings with school authorities;
 - (v) attend to the needs relating to the adoption of a child; and
 - (vi) attend to the needs related to home or family emergencies;
- shall be awarded up to twenty-four (24) hours paid family leave in any calendar year.
- (b) In order to qualify for family leave, the employee shall:
- (i) provide as much notice to the employer as is reasonably possible;
 - (ii) provide to the employer valid reasons why such leave is required; and
 - (iii) where appropriate and in particular with respect to (iii), (iv), and (v) of (a) have endeavoured 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.

ARTICLE 32

DISCIPLINE

- 32.01 An employee who is suspended or dismissed shall be provided with written notification within seven (7) calendar days of any oral notification which shall state the reasons for suspension or dismissal.
- 32.02 Management shall notify an employee in writing of any dissatisfaction concerning his work within seven (7) calendar days of the occurrence or discovery of the incident giving rise to the complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his record for use against him at any time. Management shall also notify an employee in writing of any investigation which may reveal unsatisfactory performance on the part of the employee. This clause shall apply in respect of any expression of dissatisfaction or investigation relating to his work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.
- 2.01 (bb) "Shift" means the normal consecutive working hours scheduled for each employee which occurs in any twenty-four (24) hour period. In each twenty-four (24) hour period, there will normally be two shifts, viz, day and night. The first shift of the day shall commence between the hours of 0700 and 0900.

All other Clauses of the Agreement which have not been amended shall apply to employees who work on a twelve (12) hour shift schedule as they do to all other employees.

SCHEDULE G*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 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 overage 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 H**
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."

	LABRADOR ALLOWANCE		
	DATE	SINGLE	DEPENDENT
GROUP 1	1-Apr-13	2825	5650
	1-Apr-14	2853	5707
	1-Apr-15	2939	5878
GROUP 2	1-Apr-13	3270	6530
	1-Apr-14	3303	6595
	1-Apr-15	3402	6793
GROUP 3	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 15th at the rate in effect on April 15th of the year in which the allowance is to be paid.

	TRAVEL ALLOWANCE		
	DATE	EMPLOYEE	DEPENDENT
GROUP 1	1-Apr-13	875	675
	1-Apr-14	884	682
	1-Apr-15	911	702
GROUP 2	1-Apr-13	925	725
	1-Apr-14	934	732
	1-Apr-15	962	754
GROUP 3	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 31st 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 dependant. Employees who exercise this option will not be entitled to any portion of the Employee Travel Allowance. It is incumbent on the employee to communicate this choice to their respective Employer(s).
- 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:

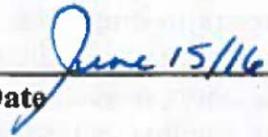
If a dependent reaches 18 years of age on January 1, 2011 and is no longer enrolled as a full time student in a post-secondary institution, they would be eligible for the travel benefit payable April 15, 2011.

Bert Blundon
On behalf of the Unions



Sarah Anthony
On Behalf of the Employers

Date



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

MEMORANDUM OF UNDERSTANDING

The following items are in reference to issues which were discussed in negotiations and the following understandings were reached:

1. Vacation Schedules on a Rotation Basis

The current practice of drawing up vacation schedules on a rotation basis shall remain in effect for the term of this Agreement.

2. Rotation of the Squad System

The current practice of rotating positions within each squad shall continue for the term of this Agreement.

3. University Courses

Where the Employer requires an employee to participate in a course of training or authorizes such participation, then books, papers, supplies, equipment and travelling costs necessary shall be provided by the Employer without cost to the employee. No employee shall lose wages as a result of a training course referred to in this clause or examinations in connection there with.

4. It is understood that employees who wish to be inoculated against Hepatitis B shall have the service provided.

5. It is understood that the GMPP is reciprocal to the USPP.

6. An employee who is on approved unpaid leave or suspension shall continue to accumulate service for seniority purposes only.

7. Permanent day shift employees will have the option to work statutory holidays whenever there is a requirement to replace the employee on the statutory holiday, and there are no staff available for reassignment to the position.

8. The Employer and the Union will establish a Joint Committee, consisting of two representatives each, to consider and make recommendations with regard to training for the bargaining unit.

MEMORANDUM OF UNDERSTANDING**RE: Uniform Committee**

As discussed during negotiations, it is our understanding that, it is a legitimate responsibility of the Uniform Committee to review the quality, quantity, style and type of clothing currently being issued to members of the bargaining unit. It is also the Committee's responsibility to make recommendations on these matters to the Superintendent.

It shall also be the mandate of the Uniform Committee during the term of this Agreement to review and recommend alternate methods of providing Uniforms to reduce the Employer's cost of supplying uniforms.

MEMORANDUM OF UNDERSTANDING**RE: Closure of An Institution Or Downsizing**

In the event of a closure of an institution, or downsizing, the parties agree to meet and work out a transfer arrangement which will include the payment of relocation expenses for permanent employees whose positions are declared redundant. Seniority will be the governing factor for employees in selecting the institution they will relocate to, on the condition that the Employer's requirements for male/female staff ratios can be maintained. Subsequent to the initial move the parties will meet and work out any further suitable arrangements for transfers and relocation.

MEMORANDUM OF UNDERSTANDING**EXCERPTS FROM JULY 25, 1994 MASTER AGREEMENT**

Items contained in the Master Agreement signed on 1994 07 25 which are relevant to the Correctional Officers bargaining unit have been reflected in the text of this collective agreement where it is appropriate to do so. Master Agreement items not included in the text of this agreement include the following excerpts:

#16 Labour Force Adjustment and Productivity Council

There shall be one council for each union with subcommittees for each Employer and/or department of Government (to be determined by mutual consent of the parties) with equal employee/employer representatives. Labour Force Adjustment and Productivity Council will be established, recognizing that union participation will not be interpreted as union agreement to the layoff of employees or similar matters.

Fifty percent of any savings realized as a result of the implementation of recommendations put

forward by the Council will be used to pay for salary increases or other improvements in employee benefits.

The Labour Force Adjustment and Productivity Council to conduct a review of part-time and temporary employment practices to determine whether it is feasible to convert certain part-time and temporary positions to permanent status without increasing cost or creating operational difficulties.

MEMORANDUM OF UNDERSTANDING

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.

October 2, 2018

Mr. Ed Hogan
Labour Relations Specialist
NAPE
PO Box 8100
St. John's, NL A1B 3M9

Dear Mr. Hogan:

This will confirm our understanding reached during negotiations with regard to escorting "violent" offenders from one institution to another.

Whenever it becomes necessary to transfer a convicted person from one Correction Institution to another and that person is considered a "violent" offender, two (2) staff members will perform the escort.

Note: "Violent" offender will include:

1. Any convicted inmate charged or convicted with violence against a staff member or another inmate in a correctional institution.
2. Any inmate charged with violent or aggressive behaviour in a correctional institution and is required to be transferred.
3. Any inmate who refuses to be transferred to another Institution.
4. Any history of escape or attempt to escape.
5. The offender is a serious management problem disrupting other inmates or displaying personal characteristics that require close supervision.
6. Any inmate who is a repeat offender will be judged on his/her complete institutional history.

Notwithstanding the above, no staff member will be responsible for supervising the escort of more than two (2) inmates when public transportation is used.

Also, management reserves the right to have any escort performed by two (2) or more staff

Sincerely,



Christa Chaplin
Chief Negotiator

October 2, 2018

Mr. Ed Hogan
Labour Relations Specialist
NAPE
PO Box 8100
St. John's, NL A1B 3M9

Dear Mr. Hogan:

This is to confirm that the current 15 week rotation being worked at the West Coast Correctional Centre will continue for the duration of this collective agreement unless the parties mutually agree to a change.

Sincerely,



Christa Chaplin
Chief Negotiator

October 2, 2018

Mr. Ed Hogan
Labour Relations Specialist
NAPE
PO Box 8100
St. John's, NL A1B 3M9

Dear Mr. Hogan:

This is to confirm that in order to grant Kelly Time the Employer will go to night shift mode at 5:00 pm as opposed to 8:00 pm at the Labrador Correctional Centre, and when Kelly Time is requested, if it is necessary in order to grant it, temporary employees who are working will be scheduled to work the hours from 5:00 pm to 8:00 pm.

As per practice Kelly Time will be granted only when there is no compromise to security.

Trusting this is satisfactory.

Sincerely,



Christa Chaplin
Chief Negotiator

October 2, 2018

Mr. Ed Hogan
Labour Relations Specialist
NAPE
PO Box 8100
St. John's, NL A1B 3M9

Dear Mr. Hogan:

Re: Kelly Time Access

The Employer shall allow employees to access accumulated Kelly Time, subject to the operational requirements of the institutions.

Sincerely,



Christa Chaplin
Chief Negotiator

October 2, 2018

Mr. Ed Hogan
Labour Relations Specialist
NAPE
PO Box 8100
St. John's, NL A1B 3M9

Dear Mr. Hogan:

***Re: Sergeants Positions**

The Employer and the Union mutually agree to investigate the establishment of Sergeants within all institutions before October 31, 2019.

Sincerely,



Christa Chaplin
Chief Negotiator

October 2, 2018

Mr. Ed Hogan
Labour Relations Specialist
NAPE
PO Box 8100
St. John's, NL A1B 3M9

Dear Mr. Hogan:

Re: Interpretation and Application of A.10.09(a)

The Employer and the Union agree that for the purpose of interpretation and application of A.10.09(a), "day shift" does not include the 8 a.m. to 8 p.m. shift currently being worked.

Sincerely,



Christa Chaplin
Chief Negotiator

October 2, 2018

Mr. Ed Hogan
Labour Relations Specialist
NAPE
PO Box 8100
St. John's, NL A1B 3M9

Dear Mr. Hogan:

Re: Issues Surrounding Temporary Correctional Officers

The following outlines items of agreement between the Employer and the Union with regard to the application of temporary employee benefits.

1. **Temporary Employee Seniority**

- (a) Seniority for temporary employees shall be recorded in service with the Employer in hours for each regular hour worked to a maximum of 2,080 per year. For purposes of recall seniority lists shall be posted each three (3) months from the date of signing of this Agreement for a one (1) year period and posted each six (6) months thereafter and seniority as contained on the posted lists shall be used for recall purposes. Permanent employees shall be senior to temporary employees.

Employees will have fourteen (14) days from the date of posting of seniority lists to contest the posted seniority. Employees are required to provide supporting documentation with adequate explanation at the time of contesting their seniority. Should no documentation be provided, no action will be taken on the employee's seniority and the posted seniority will remain as posted.

All investigations into contested seniority shall be completed and any necessary adjustments made within a further seven (7) days.

After any resulting adjustments are made (three weeks after posting), the adjusted list shall be used for recall purposes.

- (b) Temporary employment opportunities for block placement (one week or more) will be offered to temporary employees in descending order of seniority on a province-wide basis.
- (c) Temporary employment for less than a week will be offered to temporary employees as determined by seniority on an institutional basis.
- (d) Once a block has been accepted, the temporary employee shall be required to complete

the assigned block before being offered any other temporary employment.

Should a temporary employee refuse a block of work that employee shall not be called for other available blocks during the week being scheduled until all other temporary employees on the seniority list have been called for work. After all employees available for work have been called the employer may call those who formerly refused blocks.

- (e) A temporary employee cannot be forced from the Island portion of the Province to the Labrador Correctional Centre for less than six (6) weeks of work. Conversely, a temporary cannot be forced from the Labrador Correctional Centre to the Island portion of the Province for less than six (6) weeks of work.
- (f) Subject to mutual agreement between the Employer and the Union, the temporary employee may accept another block to alleviate any extra cost incurred by the temporary employee provided another block becomes available whereby that temporary employee can access that block in his/her seniority.
- (g) All employees' leave requests, including Kelly Time requests must be submitted no later than Tuesday 10:00 a.m. of the preceding week. Temporary employees must contact the Employer by 10:00 a.m. on that Tuesday to indicate their availability to accept employment for the following week. Temporary employees who contact the Employer by 10:00 a.m. Tuesday will be scheduled for blocks of employment. The weekly schedule will be set no later than Friday 10:00 a.m. of the preceding week. This procedure does not apply to employees who have accepted long term temporary employment for greater than one (1) week.
- (h) On Thursdays, temporary employees will be offered assignments of available work in order of seniority. Blocks include (minimum 36 hours per week, maximum 48 hours per week):
 - regular slots
 - blocks of work that correspond to slots
 - irregular slots - to be filled including where scheduled employees request time off

The Employer will endeavour to maximize the number of block assignments for temporary employees.
- (i) Notwithstanding Clause (g) and (h) above, the Employer may call temporary employees for individual shifts, should the need arise.
- (j) Where an employee is recalled to or offered a position which has a gender requirement, all employees who will be negatively affected due to not being the gender required shall be credited with the same amount of seniority earned by the employee recalled or appointed to a position.

2. **Application of Overtime**

If temporary employees are required to work in excess of twelve (12) hours in a day or eighty (80) hours in a fortnight, subject to Appendix I, Article 11, overtime will be paid. If two blocks of forty-eight (48) hours in a fortnight are available for a particular temporary employee the employer will arrange for the temporary employee to be scheduled off for one of the twelve (12) hours and will arrange for a second temporary employee to work that twelve (12) hour shift where deemed necessary by the Employer. If there is no other temporary available, and if there is overtime to be incurred as a result, offer the opportunity for overtime to the most senior employee available (promoting equal distribution of overtime).

3. **Other Benefits**

- (a) **Statutory Holidays** - Article 14, and Appendix I Article 14.01, shall apply for temporary employees effective April 10, 1996.
- (b) **Annual Leave** - Temporary employees will accumulate annual leave based on all regular shifts worked (Clause 17:01 (b) (4), exclusive of overtime. The Employer also agrees to permit temporary Correctional Officers who are laid off to be paid for any accumulated annual leave based on the appropriate rate established in the Correctional Officers' Collective Agreement. This shall be effective April 10, 1996 with any vacation pay and annual leave otherwise taken or paid in the interim to be deducted from the accumulation.

Temporaries can avail of annual leave they have accumulated when there is another temporary available to cover.

- (c) **Family Responsibility Leave** - Temporary employees will be credited Family Responsibility Leave on a pro-rata basis based on regular shifts worked, exclusive of overtime.
- (d) **Pensions** - Temporary Employees are obligated to participate in the Government Money Pension Plan. This pension plan has been designed to address the circumstances surrounding Temporary/Casual Employees' employment.
- (e) **Insurance** - Temporary employees, if hired for a period of more than three months, are covered under the Group Insurance program from the first day of employment. Employees who are hired for a period of less than three months, who receive notice of extension to at least six months, are required to participate from the date of notification

Sincerely,



Christa Chaplin
Chief Negotiator

October 2, 2018

Mr. Ed Hogan
Labour Relations Specialist
NAPE
PO Box 8100
St. John's, NL A1B 3M9

Dear Mr. Hogan:

***Re: Kelly Time Access**

The Employer will form a committee of equal number from the Corrections and Employer to discuss and resolve the issue of "free labour".

Sincerely,



Christa Chaplin
Chief Negotiator

October 2, 2018

Mr. Ed Hogan
Labour Relations Specialist
NAPE
PO Box 8100
St. John's, NL A1B 3M9

Dear Mr. Hogan:

***Re: Layoff 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.

Sincerely,



Christa Chaplin
Chief Negotiator

October 2, 2018

Mr. Ed Hogan
Labour Relations Specialist
NAPE
PO Box 8100
St. John's, NL A1B 3M9

Dear Mr. Hogan:

***Re: 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.

Sincerely,



Christa Chaplin
Chief Negotiator

October 2, 2018

Mr. Ed Hogan
Labour Relations Specialist
NAPE
PO Box 8100
St. John's, NL A1B 3M9

Dear Mr. Hogan:

***Re: 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.

Sincerely,



Christa Chaplin
Chief Negotiator

October 2, 2018

Mr. Ed Hogan
Labour Relations Specialist
NAPE
PO Box 8100
St. John's, NL A1B 3M9

Dear Mr. Hogan:

***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,



Christa Chaplin
Chief Negotiator

October 2, 2018

Mr. Ed Hogan
 Labour Relations Specialist
 NAPE
 PO Box 8100
 St. John's, NL A1B 3M9

Dear Mr. Hogan:

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.

Sincerely,



Christa Chaplin
Chief Negotiator

October 2, 2018

Mr. Ed Hogan
Labour Relations Specialist
NAPE
PO Box 8100
St. John's, NL A1B 3M9

Dear Mr. Hogan:

***Re: Temporary Employee Conversions**

The Employer agrees to commence a review of current long-term temporary employees within one hundred and twenty (120) day period of the signing of the Collective Agreement and agrees to the following:

1. The Employer agrees to convert twenty-five (25) of the current temporary Correctional Officer I positions into permanent positions, which shall then be posted in accordance with Article 27 of the Collective Agreement (the "Permanent Positions").
2. The parties agree there will be at least one of the Permanent Positions posted in each of the five (5) correctional institutions (the "Correctional Institutions"). The Employer reserves the right to determine the number of Permanent Positions to be posted in each of the Correctional Institutions.
3. The Parties agree that the posting of the Permanent Positions will not be gender or job duty specific within the Correctional Institutions. However, nothing in this Letter of Understanding shall in any way diminish management's right to assign work duties daily at the Correctional Institutions.
4. The Parties further agree that employees who are successful in being appointed to the Permanent Positions shall not be entitled to any relocation expenses as per Article 45 of the Collective Agreement.

Sincerely,



Christa Chaplin
Chief Negotiator