Newfoundland Labrador

WORKPLACE HEALTH, SAFETY AND COMPENSATION COMMISSION COLLECTIVE AGREEMENT

BETWEEN

WorkplaceNL

Health | Safety | Compensation

THE WORKPLACE HEALTH, SAFETY AND COMPENSATION COMMISSION, a Commission created by Section 3 of The Workplace Health, Safety and Compensation Act, c.W-11, RSN 1990, as amended, (hereinafter referred collectively as the "Employer").

of the one part

AND

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

of the other part.

SIGNED: March 31, 2018

EXPIRES: May 31, 2022

THIS AGREEMENT made this 31st day of March Anno Domini, Two Thousand and Eighteen.

BETWEEN

THE WORKPLACE HEALTH, SAFETY AND COMPENSATION COMMISSION, a Commission created by Section 3 of The Workplace Health, Safety and Compensation Act, c.W-11, RSN 1990, as amended, (hereinafter referred to collectively as the "Employer").

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

of the other part.

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

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ARTICLE 1
PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, 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.

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 made by the Employer, this Agreement shall take precedence over the said regulation.

ARTICLE 2
DEFINITIONS

2.01 For the purpose of this Agreement:

(a) "bargaining unit" means the bargaining unit as recognized in accordance with Article 3.

(b) "classification" means the identification of a position by reference to a job title and point value.

(c) "contractual employee" means a person employed for the purpose of performing certain specified work and whose employment is for a period of time not to exceed two years and whose terms and conditions of employment are specifically stated in a written contract.

(d) "day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of her position 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 the correction of a classification error, which causes the movement of an employee from her existing classification to a classification carrying a lower point value.

(g) "employee" or "employees" where used, is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit.

(h) "Employer" means the Workplace Health, Safety & Compensation Commission; a Commission created by Section 3 of the *Workplace Health, Safety and Compensation Act*, RSN 1990, c.W-11, as amended.

(i) "full-time employee" means a person who is regularly employed to work the hours as specified in Article 10 - Hours of Work, without any reference to a specific date of termination.

(j) "gender" - wherever the feminine is used in this Agreement, it shall refer equally to the masculine.

(k) "grievance" means a dispute arising out of the interpretation, application, administration, or alleged violation of the terms of this Agreement.

(l) "holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a calendar day designated as a holiday in this Agreement.

(m) "lay off" means the cessation of employment of an employee because of lack of work or because of the abolition of a post.

(n) "leave of absence" means absence from duty with the permission of the permanent head.

(o) "month of service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.

(p) "notice" means notice in writing which is hand delivered or delivered by registered mail.

(q) "overtime" means work performed by an employee in excess of her scheduled work week or work day.

(r) "part-time employee" means a person who is regularly scheduled to work less than the full number of working hours in each working day and/or less than the full number of working days in each work week. Part-time employees shall receive the benefits of this Agreement on a pro-rata basis while in receipt of salary or wages from the Employer.

(s) "permanent employee" means a person who has completed her probationary period and is employed to hold office without reference to any specified date of termination or layoff.

(t) "permanent head" means the Chief Executive Officer (CEO) of the Commission or the person authorized by her to act on her behalf.

(u) "probationary employee" means an employee who is employed but who has worked less than the prescribed probationary period.

(v) "probationary period" means a period of six (6) months from the date of employment.

(w) "promotion" means an action, other than a reclassification resulting from the correction of a classification error, which causes the movement of an employee from her existing classification to a classification giving a higher point value or to an equivalent position having the same point value, or an action which causes an employee to increase her hours of work. However, the five percent (5%) salary treatment will only apply to employees moving to a classification carrying a higher point value.

(x) "reclassification" means any change in the current classification of an existing position.

(y) "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 unless otherwise specified in this Agreement.

(z) "spouse" for the purpose of this Agreement, shall be defined as a person who either:

(a) is married through an ecclesiastical or civil ceremony to an employee, or

(b) although not legally married to an employee, cohabits with the employee in a conjugal relationship which is recognized as such in the community in which they reside. The term "conjugal relationship" shall be deemed to include a conjugal relationship between partners of the same sex and shall apply to all articles of the Agreement; but shall not apply where the Employer is prohibited by contractual or legislative provisions.

(aa) "standby" means any period of time during which, on the instruction of the permanent head, an employee is required to be available for recall to work.

(bb) "temporary employee" means a person who is employed for a specific period for the purpose of performing certain specified work and who may be laid off at the end of such period or on completion of such work.

(cc) "termination" means the permanent cessation of service of an employee because of resignation, retirement, dismissal for just cause or expiry of recall rights.

(dd) "transfer" means the movement of an employee from one position to another which does not result in a promotion or demotion.

(ee) "vacancy" means an opening in a permanent, temporary or part-time position which is in excess of thirteen (13) weeks.

(ff) "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.

(gg) "year" means a calendar year.

ARTICLE 3
RECOGNITION

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees as referenced by the appropriate Certification Order. In the cases where no Certification Order exists, the Employer recognizes the Union as the sole and exclusive bargaining agent for the classes of employees listed in Schedule "A".

3.02 When new classifications are developed, the following procedures shall apply:

(a) The Employer will immediately notify the Union, in writing, as to whether such classifications should be included in or excluded from the bargaining unit and provide reasons for its exclusions.

(b) The Union, after consultation on the Employer's position, will respond in writing, outlining reasons for its rejection of the exclusions within ten (10) working days of receipt of the above notification.

(c) Should the parties be unable to agree upon the exclusions of any specific classification, the matter will be immediately referred to the Labour Relations Board for adjudication.

3.03 (a) Staff of the Commission who are not employed in a position in the bargaining unit shall not work in positions which are included in the bargaining unit except for the purpose of instruction, experimenting, emergencies, or when regular employees are not available, and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

(b) In the case of a Co-op Student work term the following shall apply:

The employer will notify the Union of the nature of the employment including:
- Department
- all duties to be performed by the student
- start and end dates of employment

3.04 No employee shall be permitted to make a written or verbal agreement with the Employer which conflicts with the terms of this Agreement without the consent of the Union.

3.05 The Local President shall be advised by the Employer of any new positions which have been placed in the bargaining unit and a copy of the job description shall be made available upon request.

3.06 No employee shall suffer a reduction in salary or benefits as a result of a reclassification review or appeal.

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 Union as being retained by the Employer.

ARTICLE 5
EMPLOYEE RIGHTS

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

ARTICLE 6
UNION SECURITY

6.01 All employees who are members of the Union 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, other than students and contractual employees, shall immediately become and remain members of the Union provided they continue to occupy a bargaining unit position.

6.03 An employee, upon employment with the Commission, shall be provided with information concerning:
(a) duties and responsibilities;
(b) starting salary and classification;
(c) terms and conditions of employment.

6.04 A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership. Where possible, such interviewing will take place on a group basis during the orientation programs for new employees. The Union will provide the new employee with a copy of the Collective Agreement.

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 Union accompanied by a list of employees showing the contribution of each.

7.02 The Employer will supply the following information on a quarterly basis:

(a) two (2) copies of alphabetical listing of all employees whose classifications are in the bargaining unit showing name, payroll employee number, pay range, step number, deduction for period, and year to date total.

(b) listing of changes made since last period listing.

7.03 The Union 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 Union on her T4 statement.

ARTICLE 8
GRIEVANCE PROCEDURE

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

Step 1:
With the exception of dismissal due to unsuitability or incompetence, as assessed by the Employer, of a probationary employee or a part-time or temporary employee with less than six (6) months' service and subject to Clauses 8.03 and 8.07, an employee who alleges that she has a grievance, shall first present the matter to her immediate supervisor through her Shop Steward within five (5) days of the occurrence or discovery of the incident giving rise to the alleged grievance.

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

Step 2:
If the employee fails to receive a satisfactory answer within five (5) days of presenting the matter under Step 1, she may, within five (5) days present a grievance in writing to the second managerial level designated by the permanent head who will give the griever a dated receipt. In instances where there is no second level of management other than the permanent head, the employee may submit her grievance at Step 3 within the prescribed time limits.

Step 3:
If the employee fails to receive a satisfactory answer to her grievance within five (5) days after the filing of the grievance at Step 2, she may, within a further five (5) days submit her grievance in writing to the permanent head who, for the purpose of investigating the grievance, shall form a committee consisting of four (4) persons, comprising an equal number of Employer and Union representatives. One of the Employer's representatives shall chair the meeting(s). The committee shall be entitled to interview such persons as it deems necessary for the investigation of the grievance and shall give its decision in writing to the grievor within ten (10) days of receipt of the grievance. The committee's report shall consist of the joint decision of the committee where the committee members agree to a solution. If the matter is not mutually resolved by the committee, then the Employer's representatives will send their position, along with a brief summary of the committee's deliberations, to the grievor, with a copy being sent to the Union.

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

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

8.04 At all Steps of the grievance procedure the replies to grievances will be in writing and dated receipts of grievances will be given.

8.05 A full time representative of the Union may be called in by the employee(s) at any step of the grievance procedure.

8.06 The time limits specified in this Article may be extended, in writing, by mutual agreement of the parties.

8.07 Employees shall have the right to grieve against suspensions and alleged unfair treatment on promotion and transfer, and such grievances may be submitted in the first instance at Step 3.

8.08 The settlement of a grievance without reference to arbitration shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, unless the settlement states otherwise.

8.09 Where the Union has a grievance involving a question of general application or interpretation of the Agreement, or where a group of employees has a grievance, the grievance may in the first instance be submitted at Step 3 of Clause 8.01.

8.10 An employee who is a member of the grievance committee referred to under Step 3 of Clause 8.01, 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 her regular duties for the purpose of conducting business on behalf of the Union or to discuss any business in respect of grievances without first obtaining permission from her permanent head. The employee will notify her immediate supervisor when returning to duty.

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

8.12 The Association 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 grievance shall commence at Step 3.

8.13 Where an employee grieves against a suspension which is subsequently changed to dismissal, any arbitration board appointed to deal with the grievance shall have jurisdiction to deal with the dismissal.

8.14 The employee concerned may be present at any step of the Grievance Procedure. Employees concerned shall suffer no loss of pay for time spent in the Grievance Procedure.

8.15 At any stage of the Grievance and Arbitration Procedure parties may have the assistance of the aggrieved employee as witness and any other witnesses. Bargaining unit members shall not lose any pay or benefits while involved with the Grievance or Arbitration Procedure. All reasonable arrangements will be made to permit the conferring parties or Arbitrators to have access to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 9
ARBITRATION

9.01 Where a difference arises between the parties or to persons bound by this Agreement or on whose behalf it has been entered into, and where that difference arises out of the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties may, within two (2) months 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. If neither party submits the grievance to arbitration, the grievance is considered resolved.

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 (2) 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 (3) Arbitrators shall constitute an Arbitration Board. The Arbitrator appointed under this clause shall be the Chairperson 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 Service NL shall, on the request of either party, appoint an Arbitrator on behalf of the party who failed to make the appointment and such an Arbitrator shall be deemed to be appointed by that party; or

(ii) the two (2) Arbitrators appointed by the parties under Clauses 9.01 and 9.02 fail to appoint a third Arbitrator within the period specified in Clause 9.02, the Minister of Service NL shall on the request of either party appoint a third Arbitrator and these three (3) Arbitrators shall constitute an Arbitration Board. The Arbitrator appointed under this paragraph (ii) shall be Chairperson 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 issue is resolved in favour of the party who attended the hearing with the cost being the responsibility of the party who failed to attend.

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 do 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 deemed to have been appointed by that party under Clause 9.04 and the parties shall pay equally the remuneration and expenses of the Chairperson of the Arbitration Board.

9.11 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 At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witness(es) and any other witness(es).

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 a disciplinary measure imposed by the Employer.

9.14 Notwithstanding Clauses 9.02, 9.03 and 9.04, where a grievance has been referred to arbitration in accordance with this Article or Article 8, both parties may, by mutual consent, agree to have the grievance dealt with by a sole Arbitrator who is acceptable to both sides. In such a case, the provisions of this Article as they relate to an Arbitration Board or Chairperson of an Arbitration Board shall apply to the sole Arbitrator, where the context so requires.

9.15 The Parties may mutually agree to utilize alternative methods of dispute resolution (ADR) to resolve grievances that have been referred to arbitration.

ARTICLE 10
HOURS OF WORK

10.01 (a) The scheduled work week shall be thirty-five (35) hours per week, Monday to Friday, exclusive of meal breaks, and the scheduled work day shall be seven (7) hours between 0800 hours and 1800 hours.

(b) Notwithstanding 10.01(a) above, employees shall have the right in conjunction with the permanent head or her designate to work out a flex hour schedule.

10.02 The meal break shall:
(a) not exceed 1.5 hours; and
(b) be taken at such time as the Employer directs.

10.03 Each employee shall receive a rest period of fifteen (15) consecutive minutes in the first half and in the second half of the working day, at a time to be scheduled by the Employer.

10.04 (a) Effective the date of signing, other than employees whose shifts begin and end between the hours of 0800 and 1800, employees shall be paid a shift differential of two dollars and thirty cents ($2.30) per hour for each hour worked between 1600 and 0800 hours.

(b) Effective the date of signing, 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 hours Saturday and 2400 hours Sunday.

(c) If an employee qualifies for both differentials under (a) and (b) above, the employee shall receive both.

10.05 There shall be no split shifts, i.e., there shall be no break in shift other than the breaks as specified in Clauses 10.02 and 10.03.

ARTICLE 11
OVERTIME

11.01 This Article shall apply to all employees covered by this Agreement.

11.02 All overtime shall be authorized and scheduled by the permanent head.

11.03 The permanent head may at any time require an employee to work overtime.

11.04 An employee shall be compensated at time and one-half (1 ½) for all time worked in excess of the scheduled work week or work day as specified in Article 10.

*11.05 (a) The permanent head shall, upon the request of the employee, grant time off in lieu of compensation for any overtime worked. Such time off shall be granted at the rates prescribed in Clause 11.04.

(b) An employee is able to accumulate up to a maximum of fifty two and one-half (52.5) hours of time off in lieu of compensation at any time.

11.06 Subject to the operational requirements of the Commission, the permanent head shall make every reasonable effort:

(a) to give employees who are required to work overtime adequate advance notice of this requirement; and

(b) to allocate overtime work in the first instance by classification within a Department, as defined in Clause 29.01 (b)(iii) of this Agreement on an equitable basis among readily available qualified permanent employees.

In the event permanent employees in a classification are unable to perform the overtime required on a daily basis, the employer will offer overtime to temporary employees by classification in a Department as defined in Clause 29.01 (b)(iii).

11.07 An employee's overtime rate shall be calculated by dividing her annual salary by eighteen hundred and twenty (1820) hours and multiplying this figure by 1.5.

11.08 Any employee required to work three (3) hours or more overtime immediately following her scheduled work day, or who is required to work overtime for five (5) hours or more on Saturday or Sunday or statutory holidays, shall be entitled to a cash payment of $6.00 in lieu of a meal.

11.09 An employee shall not be required to layoff during regular hours to equalize any overtime worked.

11.10 The employer agrees that employees who are required to work overtime without advance notice should not incur additional child care expenses to do so. Therefore, the employer agrees to provide child care expenses to employees when all of the following conditions apply:

(1) An employee is required to work overtime on the same day notification is given

(2) The employee has child(ren) 13 years of age or younger

(3) The employee must purchase child care services from someone not living in the same household

(4) The employee provides receipts for the expense to a maximum of the minimum wage per hour, and

(5) The number of hours of child care paid does not exceed the number of hours of overtime worked.

11.11 When travelling on Employer's business and an emergency requires an employee to be away from home for a twenty-four (24) hour period, the employer shall pay child care required over and above regular child care when no other care giver from the same household is available.

An emergency occurs when neither the employer nor employee can control her inability to return home as scheduled.

ARTICLE 12
STANDBY

12.01 All standby duty shall be authorized and scheduled by the permanent head and no compensation shall be granted for the total period of standby if the employee does not report for work when required.

12.02 (a) (i) An employee required to perform standby duty shall be compensated as follows for each eight (8) hour shift:

Effective Date	Rate
Signing of the Collective Agreement	$20.40 per shift

(ii) An employee required to perform standby duty shall be compensated as follows for each twelve hour (12) hour shift:

Effective Date	Rate
Signing of the Collective Agreement	$30.60 per shift

(b) (i) An employee who is required to be on standby on a statutory holiday, the rate of compensation shall be as follows for each eight (8) hour shift:

Effective Date	Rate
Signing of the Collective Agreement	$22.60 per shift

(ii) An employee who is required to be on standby on a statutory holiday, the rate of compensation shall be as follows for each twelve (12) hour shift:

Effective Date	Rate
Signing of the Collective Agreement	$33.90 per shift

12.03 All standby duty shall be equally divided among the readily available qualified employees.

12.04 Standby shall be in eight (8) hour units and an employee shall not be scheduled for more than five (5) continuous calendar days at any one time unless mutually agreed otherwise.

ARTICLE 13
CALLBACK

13.01 Subject to Clause 13.02:

(i) an employee who is called back to work after she had left her place of work shall be paid for a minimum of three (3) hours at the applicable overtime rate provided that the period worked is not contiguous to her scheduled working hours.

(ii) employees who are away from work and who are required to respond to a work-related issue shall be paid at the rate of one (1) hour at the applicable overtime rate. An employee who subsequently responds within the one (1) hour minimum, receives only the benefit of the one (1) hour once. Should the total time for both calls exceed one (1) hour, the employee shall be compensated for actual time worked at the applicable overtime rate.

13.02 An employee who is called back to work and completes her work in less than the minimum three (3) hours and is subsequently recalled within the three (3) hour minimum, receives only the benefit of the three (3) hour minimum once. However, should the total time on both calls exceed the three (3) hour minimum, the employee will be compensated for the actual time worked at the applicable overtime rate.

13.03 When an employee is recalled to work under the conditions described in Clause 13.01, she shall be paid the cost of transportation to and from her place of work to a maximum of ten dollars ($10.00) for each callback at the appropriate mileage rate.

ARTICLE 14
HOLIDAYS

14.01 The following shall be designated holidays:

(a) New Year's Day
(b) St. Patrick's Day
(c) Good Friday
(d) St. George's Day
(e) Commonwealth Day
(f) Discovery Day
(g) Memorial Day
(h) Orangeman's Day
(i) Labour Day
(j) Thanksgiving Day
(k) Armistice Day
(l) Christmas Day
(m) Boxing Day
(n) One additional day in each year that, in the opinion of the permanent head, is recognized to be civic holiday in the area in which the employee is employed. If no civic holiday is provided, the employee shall be granted an additional day at a time to be determined by the permanent head.

14.02 In addition to holiday pay, when an employee is required to work on a holiday, she shall be paid at the rate of one and one-half (1½) times her regular rate of pay, or, at the request of the employee, she shall be given time off with pay on the basis of one and one-half (1½) hours for each hour worked by the employee. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive pay. A request for time off instead of pay shall be conveyed to the employee's supervisor within two (2) months of the scheduled holiday, the employee shall receive pay. A request for time off instead of pay shall be conveyed to the employee's supervisor within seventy-two (72) hours of the time worked.

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 day approved by the permanent head. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive one (1) day's pay to compensate her for the holiday.

(b) When a holiday falls on an employee's day of rest, and she is required to work on such a holiday, 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 permanent head and in addition she shall receive one hour off for each hour worked. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive pay at the rate of three (3) times her hourly rate of pay for each hour worked on that day.

ARTICLE 15
TIME OFF FOR UNION BUSINESS

15.01 Upon written request by the Union 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 Union or an elected delegate of a recognized local of the Union and who is required to attend the Biennial Convention of the Union, 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 Union and who is required to attend meetings of the Union 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 Union and who is required to attend meetings of the Union 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 Union or a delegated representative and who may wish to attend meetings of the Canadian Labour Congress, 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 With the approval of the permanent head, leave with pay shall be awarded to employees who are members of negotiating committees while they are attending actual negotiating sessions on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit. The Union 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.

15.03 The Employer shall grant, on written request, leave of absence without pay for a period of up to one (1) year, renewable upon request for ten (10) consecutive years, for permanent employees selected for a full time position with the Union without loss of accrued benefits. Employees may not accrue any benefits, other than seniority, during such period of absence. Such leave can be cancelled upon request from the employee with two (2) weeks' notice.

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, stepmother, stepfather, stepchild, or near relative living in the same household, up to a maximum of three (3) consecutive days, immediately following the death; and

(b) In the case of her 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 outside the Province, the employee may be granted leave with pay not exceeding four (4) days for the purpose of attending the funeral.

16.03 In cases where extraordinary circumstances prevail, the permanent head may, at her 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) The maximum annual leave which an employee shall be eligible for in any year shall be as follows:

Years of Service	No. of Days
Up to ten (10) years	15
From ten (10) to twenty-five years (25)	20
In excess of twenty-five (25) years	25

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

(1) no annual leave may be taken by an employee until she has not less than sixty (60) days of service prior to taking leave;

(2) when an employee has not less than sixty (60) days of service, she may anticipate annual leave to the end of the period of her 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, she may be allowed in the year in which the change occurs, a portion of the additional leave for which 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) A day of annual leave equals seven (7) hours and, effective January 1, 2003, employees shall be permitted to avail of annual leave on an hourly basis. An employee who takes a day of annual leave will have seven (7) hours deducted from her annual leave bank.

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 (⅔) of the days in the first or last calendar month of her 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 Employer, the permanent head shall make every reasonable effort to grant the employee her annual leave at a time requested by the employee.

17.04 Subject to the requirements of the Employer, the permanent head will make every reasonable effort not to recall an employee to duty after she has proceeded on annual leave. Employees who are recalled to work while on annual leave shall be compensated at the rate of time and one-half in addition to their annual leave pay.

17.05 (a) In respect of leave which may be carried forward to subsequent years, an employee may carry forward to another year any portion of annual leave not taken by her in previous years until, by so doing, she has accumulated a maximum of:

(i) twenty (20) days annual leave, if she is eligible for fifteen (15) or twenty (20) days in any year;

(ii) twenty-five (25) days annual leave, if she is eligible for twenty-five (25) days in any year.

(b) However, consideration will be given to allowing employees to carry forward more than the aforementioned maximum where such employees were prevented from taking annual leave as a result of being on extended sick leave or Workers' Compensation benefits.

(c) (i) As of December 1 of each year, an employee, with the approval of the Department Head or designate, shall have the option of being paid for up to five (5) days of her unused annual leave not taken during the year provided the employee has taken at least ten (10) days annual leave in the year.

(ii) For employees who have annual leave in excess of the maximum carry over amount stipulated in section (a) of this clause and have not elected to take the maximum number of days' pay under (i) the employer shall pay her up to five (5) days of her unused annual leave to reduce the carryover to an acceptable level.

(iii) The total number of days' annual leave which can be paid in any calendar year under (i) and (ii) is five (5) days. Such leave paid will not count for seniority in excess of 1820 hours per year and will not constitute a break in service.

17.06 Subject to Clauses 17.07 and 16.04, an employee who has entered upon annual leave may not change the status of her leave to any other type of leave until she has used up all her 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 her leave to sick leave effective the date of notification to the Employer provided that the employee submits medical certificates acceptable to the Employer.

(b) In the case of an employee who is admitted to hospital while on annual leave, she may change the status of her leave to sick leave with effect from the date 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 her annual leave for that year.

17.09 Sick leave awarded in accordance with Clause 18.05 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 lay off or termination may have service prior to lay off or termination credited to them for annual leave purposes.

17.11 Effective the beginning of the pay period immediately following sixty (60) days after the signing of this Agreement, the Employer agrees to issue advance payments, once per year, of estimated net salary for authorized annual leave periods of not less than two (2) consecutive weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay 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.

17.13 Annual leave shall be awarded on a seniority basis. Employees with the most seniority, regardless of classification, shall have first choice for their annual leave periods in their respective departments.

17.14 Any earned but unused vacation of a deceased employee shall be paid to such employee's estate.

17.15 (a) Subject to 17.05 employees who are laid off may leave current, accumulated and accrued leave with the Employer to be taken at a later date.

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

(i) subject to 17.05, to carry over any unused annual leave which she may have to her credit at the end of her employment period;

(ii) to receive payment for annual leave on a regular basis throughout her employment period; or

(iii) to receive payment for annual leave at the end of the employee's employment term.

The choice provided in accordance with Clause 17.15(b) must be made immediately upon employment. It shall be the employee's responsibility to notify the Employer of her choice in writing upon rehire.

17.16 With the approval of the Employer, an employee may be permitted to take all her annual leave entitlement immediately before or after her maternity leave.

17.17 Upon the receipt of a written request, the Employer shall forward copies of job postings to employees on leave in excess of one (1) week.

ARTICLE 18
SICK LEAVE

18.01 (a) (i) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service.

(ii) Notwithstanding Clause 18.01(a)(i), an employee hired after December 1, 2005 is eligible to accumulate sick leave at the rate of one (1) day for each month of service.

(b) (i) The maximum number of days of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed four hundred and eighty (480) days.

(ii) Notwithstanding Clause 18.01(b)(i), the maximum number of days of sick leave which may be awarded to an employee hired after December 1, 2005 during any consecutive twenty (20) year period of service shall not exceed two hundred and forty (240) days.

18.02 For the purpose of Clause 18.01, an employee who receives full salary or wages in respect of not less than two-thirds (⅔) of the working days in the first or last calendar month of her service computed in full or half days shall, in each case, be deemed to have had a month of service.

18.03 (a) When an employee has reached the maximum of the sick leave which may be awarded her, in accordance with this Article, she shall, if she is still unfit to return to duty, proceed on annual leave (including current, accumulated and accrued leave) if she is eligible to receive such leave or special leave without pay at her option.

(b) Employees on special leave without pay under this Clause shall continue to accumulate seniority except where they would have been otherwise laid off.

18.04 (a) The permanent head may require an employee to submit a medical certificate during any period that an employee is on sick leave. In any event, sick leave in excess of three (3) consecutive working days at any time or six (6) working days in the aggregate in any year may not be awarded to an employee unless she has submitted in respect thereof a medical certificate satisfactory to the permanent head.

(b) An employee shall have the option of being attended by a doctor of her choice, and under no circumstances will an employee be penalized in any way by the Employer for exercising her option of being attended by her personal physician.

18.05 (a) Where in the opinion of the permanent head it is unlikely that an employee will be able to return to duty after the expiration of her accumulated sick leave, she may be required by the permanent head to undergo a medical examination. If it appears from such examination that it is unlikely that the employee will be able to return to duty,

the employee may be retired effective when her accumulated sick leave has expired or at retirement age, whichever occurs first, and paid such pension award as she may be eligible to receive, and the employee shall be given notice in accordance with Article 30.

(b) Employees who are permanently unable to perform their duty because of medical reasons will be entitled to use all their accumulated sick leave before being pensioned or terminated.

18.06 Subject to Article 21, 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.

18.07 Sick leave shall not be granted to an employee who is on maternity leave or any other type of leave without pay.

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

18.09 An employee who is injured during working hours and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the work day at her regular rate of pay without deduction from sick leave.

18.10 With the prior approval of the Department Head or designate, employees shall be allowed to take sick leave in order to engage in personal preventative medical and dental care.

The Employer reserves the right to cancel such leave in event of an emergency.

18.11 Upon the receipt of a written request, the Employer shall forward copies of job postings to employees off work due to illness in excess of one (1) week.

18.12 Employees shall be informed by individual letter once each year of the amount of accumulative sick leave and the amount of sick leave used.

ARTICLE 19
GROUP INSURANCE

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

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

19.03 Subject to the insurance policy, employees shall have the right to continue coverage during lay off through direct payments of 100% of the premiums of the Insurance Plan.

19.04 A summary of the general provisions and benefits of the Group Insurance Plan is appended to the Agreement as Schedule C.

ARTICLE 20
INJURY ON DUTY

20.01 All employees shall be covered by the *Workplace Health, Safety and Compensation Act.*

20.02 (a) An employee who is unable to perform her duties because of a personal injury received in the performance of her duties shall report the matter to her supervisor and submit an account of the accident using the prescribed form as soon as possible. An employee's claim will not be delayed where the prescribed form is not immediately provided to the employee through the supervisor.

(b) An employee who is unable to perform her duties because of a personal injury received in the performance of her duties will receive compensation from the Employer in accordance with the provisions of the *Workplace Health, Safety and Compensation Act* pending a decision on the entitlement of the claim.

(c) Where the Workplace Health, Safety and Compensation Commission Injury Fund determines that the employee's claim is insurable, the employee will be compensated directly from the Employer the approximate workers' compensation rate with any necessary deductions and/or adjustments.

(d) Where the Workplace Health, Safety and Compensation Commission Injury Fund determines that the employee's claim is not insurable, the employee will be required to reimburse the Employer for salary paid in accordance with 20.02(b). Such reimbursement may be by way of sick leave credits, annual leave credits or other appropriate means.

(e) Employees who are off work and entitled to workers' compensation benefits in accordance with Article 20.02(c) shall:

(i) be eligible to participate in the Public Service Pension Plan in accordance with prevailing legislation;

(ii) be eligible to participate in the Group Insurance Plan with the Employer paying fifty percent (50%) of the premiums;

(iii) upon returning to work with the Employer or retiring as a result of the injury, will have such time off recognized for seniority, sick leave, annual leave, severance pay, and step progression purposes.

20.03 (a) In the event that the employee dies as a result of an injury received in the performance of her duties, her estate shall receive all death benefits applicable under the Workplace Health, Safety and Compensation Commission Injury Fund in addition to any benefits she would be eligible for under the *Public Service Pensions Act.*

(b) In the event that an employee becomes permanently disabled or incurs a recurring disability as a result of an injury received during the performance of her duties, the employee will be paid benefits applicable under the *Workplace Health, Safety and Compensation Act.*

(c) An employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission after the date of signing of this agreement shall no longer accumulate benefits under this agreement but shall have their position with the employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the *Human Rights Act.*

20.04 (a) An employee confirmed as being unable to perform the regular duties of her classification as a result of injury on duty will be employed in other work she can do provided a suitable vacancy is available and provided that the employee is qualified and able to perform the duties required. Where a suitable vacancy is available, the rate of her classification or vacant position (whichever is greater) shall apply.

(b) Where a suitable vacancy is not available, the incapacitated employee retains the right to displace a less senior employee in another classification who occupies a position which the incapacitated employee is qualified and able to fill. Where an incapacitated employee advises the permanent head in writing of her intention to exercise her right to displace a less senior employee, the incapacitated employee will be deemed to have been given notice of layoff effective from the date she was confirmed as being unable to perform the regular duties of her classification. Accordingly, the right to displace a less senior employee in another classification shall be exercised as per the provisions of Article 28.

20.05 In the event that an employee is placed on leave under the provisions of this Article, she will not accrue seniority during any period when she would normally be laid off.

ARTICLE 21
MATERNITY/ADOPTION/PARENTAL LEAVE

21.01 (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.

21.02 (a) An employee may return to duty after giving her Permanent Head two (2) weeks notice of her intention to do so.

(b) The employee shall resume her former position and salary upon return from leave, with no loss of accrued benefits.

21.03 (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.

21.04 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.

21.05 The Government will endeavour to provide child care services for its employees wherever possible.

21.06 While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through their Human Resource Division. It is the responsibility of the employee to keep the employer informed of their current address and phone number.

21.07 An employee may be awarded sick leave for illness regardless of its association with pregnancy during anytime prior to the scheduled beginning of the employee's maternity leave or the birth of the child, whichever occurs earlier.

ARTICLE 22
EDUCATION LEAVE

22.01 With the prior approval of the Employer, an employee may be awarded education leave as follows:

(a) Where the Employer requires an employee to take advanced or supplementary courses of professional or technical training, the employee shall be awarded leave with pay where required under such terms and conditions as the Employer may prescribe.

(b) At the request of an employee, education leave may be awarded to an employee to enable her to participate in courses of training either within or outside the Province. The duration of and the rates of pay for such leave shall be subject to such terms and conditions as the Employer may see fit to prescribe.

(c) With approval of the permanent head, leave with pay shall be awarded to an employee for the period of time required to write exams for educational courses approved by the Employer.

(d) Leave with pay for one-half (½) day may be given for each educational course.

22.02 Subject to operational requirements and availability of qualified replacement staff, a permanent 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.

ARTICLE 23
SPECIAL LEAVE WITHOUT PAY

23.01 (a) With the approval of the Permanent Head, special leave without pay may be granted in exceptional circumstances to an employee who will continue to earn service for seniority purposes only during such periods of unpaid leave except where they would have been otherwise laid off.

(b) Periods of special leave without pay in excess of twenty (20) days 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 24
LEAVE - GENERAL

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

(b) Employees who are accepted for employment with another Employer or same Employer covered by Schedule "E" within 120 calendar days of resignation shall retain portability respecting:

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

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

24.02 In the event that an employee's service is extended beyond the statutory retirement age she shall continue to be eligible during such period of extension for the same leave awards as were available to her 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.

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

24.04 (a) 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.

(b) 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.

ARTICLE 25
CLASSIFICATION

25.01 Employees shall be notified, in writing of any changes in their classification.

25.02 The Job Evaluation Appeal Committee shall carry out its functions in accordance with the Job Evaluation Appeal Committee and Appeal Board Procedures as set out in Schedule B.

25.03 When an employee feels that her position has been unfairly or incorrectly classified, the employee may submit a request for review in accordance with the procedures outlined in Schedule B.

25.04 Classification decisions arising out of an employee's request for review or appeal shall be retroactive to the date the appropriate form, completed to the employer's satisfaction, was first received by the Department Director.

ARTICLE 26
SALARIES

26.01 The salary scales set out in Schedule "A" will become effective from the dates prescribed in that Schedule and the salary adjustments formula set forth therein will be applied.

26.02 Employees shall be paid every two (2) weeks and shall receive a statement containing the following information:

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

ARTICLE 27
TEMPORARY ASSIGNMENT

27.01 Where an employee is required by the permanent head to perform duties and responsibilities in a position which is classified as being higher than the employee's own classification, the employee shall be reimbursed for the entire period of the temporary assignment provided she has occupied the higher position for a period of at least one (1) day at a rate in the higher classification which will yield an increase of not less than five percent (5%) provided that the rate does not exceed the maximum of the salary scale.

27.02 No employee shall be temporarily or seasonally assigned outside the bargaining unit without her consent. An employee who is temporarily assigned outside the bargaining unit may return to the bargaining unit subject to giving the Employer two (2) weeks notice.

27.03 When the employee returns to her position from a temporary assignment, she will be returned to her former salary with any adjustments made for salary increases in the interim.

27.04 Employees who are temporarily assigned outside the bargaining unit shall continue to pay union dues.

ARTICLE 28
SENIORITY

28.01 For the purpose of this Article, an employee shall mean a person employed by the Workplace Health, Safety and Compensation Commission of the Province of Newfoundland and Labrador.

28.02 (a) Subject to Clause 28.03, seniority is defined as length of continuous service (excluding overtime) with the Employer in a bargaining position.

(b) An employee temporarily assigned outside the bargaining unit will continue to accrue seniority.

(c) An employee applying for and receiving a temporary position outside the bargaining unit will not accrue seniority for the term of the temporary position but will retain their accumulated seniority upon return to her permanent position in the bargaining unit.

28.03 The following conditions shall result in loss of seniority for an employee:

(a) she resigns or retires and is not re-employed within thirty (30) calendar days;

(b) she is dismissed and is not reinstated;

(c) she has been laid off in excess of twenty-four (24) consecutive months;

(d) when recalled from lay off, she fails to report within fourteen (14) calendar days of notice to do so unless sufficient reason given by the employee;

(e) she is absent from work for five (5) consecutive days without notifying her permanent head giving a satisfactory reason for such absence.

28.04 An employee may not accrue seniority when on suspension.

28.05 (a) In making promotions, qualifications and abilities shall be the governing factors. Where these factors are relatively equal between applicants, seniority shall prevail.

(b) The successful applicant shall be placed on trial period for a period of two (2) months. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of two (2) months. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or the employee no longer wishes to remain in the position she shall be returned to her former position, wage or salary rate without loss of seniority.

Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her former position, wage or salary rate without loss of seniority. The parties may mutually agree, in writing, to extend the trial period. Where the Employer and the Union agree, the employee may revert to her former position prior to completion of the trial period.

28.06 Where an employee is required by the Employer to relocate from one geographic location to another which does not constitute a change in an employee's classification, seniority shall prevail.

28.07 With respect to lay offs and recalls, Shop Stewards shall have super-seniority in the classification affected, for the term of their office as Shop Steward in their respective Local.

ARTICLE 29
LAYOFF AND RECALL

29.01 Layoff Procedure

(a) Permanent Employees

(i) In the event of a layoff involving one or more permanent employees, those permanent employees within the Department affected, who have the least seniority, shall be the first employees laid off, provided that those employees being retained are qualified and able to perform the duties required.

(ii) A junior employee who is displaced by virtue of Clause 29.01 (a)(i) shall have the right to displace an employee with less seniority in the bargaining unit and in whose position she is qualified and able to work.

(b) Temporary Employees

(i) In the event of a layoff affecting one or more temporary employees in a Department, those temporary employees in the Department in the classification affected by the layoff shall be laid off in the reverse order of their seniority, provided that those temporary employees being retained are qualified and able to perform the duties required.

(ii) No permanent employee shall be displaced as a result of the layoff of a temporary employee.

(iii) For the purpose of this Article, an employee's Department shall be one of the following:

- Assessment Services
- Client Service Office
- Communications

- Compensation Services
- Corner Brook Regional Office
- Corporate Governance and Planning
- Executive
- Finance
- Grand Falls-Windsor Regional Office
- Health Care Services
- Human Resources
- Information Technology Services
- Internal Audit
- Legal & Investigative Services
- Prevention Services

(iv) A junior employee who is displaced by virtue of Clause 29.01 (b)(i) shall have the right to displace a temporary or part-time employee within the bargaining unit who is the employee with less seniority and in whose position she is qualified and able to work.

(c) Employees who exercise their option to bump must do so within the layoff/termination periods specified in Article 30.

29.02 Recall Procedure

(a) Permanent Employees

(i) In the event of a recall affecting permanent employees, those employees of the Department affected who are either on layoff status or who previously bumped into another classification in accordance with Clause 29.01 (a) shall be recalled in order of seniority, provided that those employees being recalled are qualified and able to perform the duties required.

(ii) A temporary employee shall not be eligible for recall into a permanent position.

(b) Temporary Employees

In the event of a recall affecting one or more temporary employees, those temporary employees within the Department and classification affected, who have the most seniority, shall be recalled first, provided that they are qualified and able to perform the duties required.

29.03 An employee who changes her classification as a result of the procedures outlined for permanent employees in Clauses 29.01 and 29.02 will be paid on the same step on the scale for her new classification as she was being paid in her previous classification.

29.04 Employees who suffer a reduction in hours of work shall be given the same bumping rights as laid off employees.

ARTICLE 30
TERMINATION OF EMPLOYMENT

30.01 Except in the case of dismissal for just cause, thirty (30) calendar days notice, in writing, shall be given to permanent employees and probationary employees hired to fill permanent positions who are to be laid off or 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.

30.02 Except in the case of dismissal for just cause, ten (10) calendar days notice, in writing, will be given to temporary and probationary employees hired to fill temporary positions who are to be laid off or 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.

30.03 (a) Permanent employees and probationary employees hired to fill permanent positions shall give the permanent head twenty-one (21) calendar days written notice, and temporary and part-time employees shall give ten (10) calendar days written notice of intention to terminate employment.

(b) Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of a subsequent bumping by a redundant permanent employee, and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment, as per Schedule "D". Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly. Employees who are reemployed with any Employer covered by the coalition negotiations shall be required to pay back part of any severance pay/pay in lieu 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.

30.04 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.

30.05 The period of notice may be reduced or eliminated by mutual agreement.

30.06 Subject to 30.07, upon termination of service or layoff, an employee shall receive pay for all her earned current and accrued annual leave not taken by her prior to the date of termination of her services plus pay for her accumulated annual leave up to a maximum of twenty (20) days not taken by her prior to the date of termination of her services provided, however, that any indebtedness to the Employer may be deducted from such payments.

30.07 Where an employee fails to give notice as stipulated in Clause 30.03, the Employer reserves the right to withhold payment for any annual leave in excess of that prescribed by the Annual Vacations with Pay Act, 1969, provided that in no case shall the penalty exceed the period of notice.

*ARTICLE 31
SEVERANCE PAY

Effective March 31, 2018:

*31.01 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 her 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.

*31.02 For the purpose of this Article, service for a temporary and part-time 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.

*31.03 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

*31.04 An employee who has resigned or retired may be re-employed if she has been out of the service of the public service for a period which is not less than the number of weeks for which she has received severance pay pursuant to Clause 31.01 or if she refunds the appropriate proportionate part of such severance pay.

*31.05 The maximum severance pay which an employee shall be paid for her total period of employment in the Public Service shall not exceed the number of weeks as specified in Clause 31.01 above.

*31.06 The effective date of this Article shall be March 31, 2018. Notwithstanding that employees may elect which quarter of the 2018/19 fiscal year to receive their severance entitlement, the rate of pay, service for severance entitlement and position used shall be that on March 31, 2018. Where an employee is on layoff or an approved leave of absence, the position and rate of pay at the date of layoff or date of leave of absence shall be used.

(i) Commencing April 1, 2018 a year shall be divided into four (4) quarters:

April 1, 2018 to June 30, 2018
July 1, 2018 to September 30, 2018
October 1, 2018 to December 31, 2018
January 1, 2019 to March 31, 2019

(ii) An employee shall notify the employer in writing and no later than April 30, 2018 which quarter they wish to receive their severance entitlement. Furthermore, the employee shall indicate in their written notification if he/she wishes to have all or a portion of his/her severance entitlement rolled into a RRSP. Where the employee fails to indicate same, they shall be paid their full severance entitlement

*31.07 Effective March 31, 2018, there shall be no further accumulation of service for severance pay purposes.

ARTICLE 32
TRAVEL ON EMPLOYER'S BUSINESS

32.01 Effective the date of signing, for each day on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities, shall be as follows:

	Breakfast	Lunch	Dinner	Total
NL	$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

32.02 For travel on the Employer's business of less than one (1) day which is in excess of twenty-four (24) kilometres from an employee's headquarters or place of residence, she shall be compensated in accordance with Clause 32.01(a) provided as follows:

(a) Breakfast - provided an employee is required by the Employer to leave on such business before 6:30 a.m.

(b) Lunch

(c) Dinner - provided that an employee returns to her headquarters or place of residence after 6:30 p.m.

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

(b) All employees when using their vehicles on the Employer's business shall receive a minimum of five dollars ($5.00) per trip when they are required to proceed on a special trip and when the car is not used on the regular mileage basis. Where the expense exceeds five dollars ($5.00) then the standard mileage rate in accordance with Clause 32.03(a) shall apply.

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

Effective Date	Rate
2000 04 01	$5.00 per night

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

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

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

(c) (i) When the method of travel is set by the permanent head, compensation for "travel time" shall be paid for the length of time between the employee's departure from any location and her arrival at her place of lodging or work, whichever is applicable, at her authorized destination.

(ii) An employee may, with the prior approval of her permanent head, set her own travel arrangements. The compensation payable may not however, in any case, be greater than if the travel arrangements had been set in accordance with Clause 32.06(c)(i).

(d) Subject to Clause 32.06 (c), an employee who is required by the permanent head to engage in "travel time" shall be compensated at straight time rates for all "travel time" provided that the maximum amount claimable in any one day does not exceed a regular day's pay.

(e) Travel time is to be compensated as follows:

(i) For travel by air, sea, rail and other forms of public transportation, the time between the scheduled time of departure and the scheduled time of arrival at a destination plus one-half (½) hour. Delays greater than one half (½) hour beyond the employee's control will be considered travel time.

(ii) For travel by personal or Commission vehicle, the time required to proceed from the employee's place of residence or work place as applicable, directly to destination, and upon her return directly back to her residence or work place. For the purpose of this sub-clause travel time compensation will be based on one (1) hour for each seventy-two (72) kilometres to be travelled.

(f) Notwithstanding any provisions in this Article, compensation will not be paid for travel in connection with transfers and the following employee initiated activities: educational courses, training sessions, conferences, seminars or employment interviews.

32.07 Automobile Allowance

(a) The Employer has the right to designate positions which require incumbents to have, as a condition of employment, an automobile available for use on Employer business. Effective date of signing, where employees in these designated positions are not given notice of this condition of employment prior to appointment to the position, the employee shall have the option not to make an automobile available.

No employee will lose employment as a result of inability to provide an automobile, provided that a reason satisfactory to the Employer is given.

Employees who make an automobile available for use on Employer business as a condition of employment shall be reimbursed as follows:

Effective Date	Per Kilometre	Annual Limit (Calendar Year)
2006 01 01	45.4¢	first 9,000 km
2006 01 01	31.5¢	In excess of 9,000 km

Note: Employees who receive the above rates are not entitled to the rates set out in Article 32.03

(b) On receipt of invoice, reimbursement for the difference between private and business insurance.

(c) Reimbursement of parking meter expenses incurred while on the business of the Employer, at the following rates:

Effective Date	Rate
1999 04 01	$10.00 per week

32.08 Employees who are not covered by Clause 32.07 shall have the option of not using their cars on the Employer's business.

32.09 Employees who provide their own accommodations while travelling on the Employer's business will be compensated as follows:

Effective Date	Rate Per Night
1999 04 01	$25.00

ARTICLE 33
PROTECTIVE CLOTHING AND UNIFORMS

33.01 Where an Employer requires the wearing of protective clothing, the Employer shall provide such clothing free of charge to the employee. In cases where laundering is required, it shall be provided free of charge.

33.02 (a) The following protective clothing shall be provided free of charge where it is required by the Employer in accordance with safety regulations:

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

(b) A flashlight, first aid kit, and one (1) pair of coveralls shall be provided to employees in positions that require a vehicle as a condition of employment and to employees who use their own vehicles on Employer business to travel distances greater than 100 km from their headquarters.

(c) Employees who are regularly involved in filing shall be supplied with lab coats. The frequency of issue shall be at the discretion of the Commission.

33.03 It is agreed that the quantity, issue and control of such clothing and uniforms shall be regulated by the Employer.

33.04 The Employer agrees to provide a seventy-five dollar ($75) boot allowance and a hundred dollar ($100) parka allowance once every two years to employees occupying the following classifications:

Building Superintendent,
Assistant Building Superintendent,
And to any employee designated to require a vehicle as a condition of employment.

ARTICLE 34
PERSONAL FILES

34.01 There shall be one (1) official personal file, the location of which shall be designated by the permanent head. An employee shall at any reasonable time be allowed to inspect her personal file and may be accompanied by a representative of the Union if she so desires.

34.02 A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action or affect the employee's standing or advancement with the Employer, shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy.

34.03 Any such document shall be removed and disregarded after the expiration of twenty-four (24) months from the date it was placed in the employee's file provided there has not been a recurrence of a similar incident during the period. Any such document, once removed shall not in any way affect the employee's standing with the Employer in any matter such as promotions, transfers, training or any disciplinary matter. The employee shall be responsible to see that any such document is removed.

34.04 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to acknowledge receipt of the assessment form in question. When as a result of this assessment, the performance of an employee is judged to have been unsatisfactory, the employee may present a grievance in accordance with Article 8.

ARTICLE 35
DISCIPLINE

35.01 Any 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.

35.02 All dismissals, suspensions and other disciplinary action shall be subject to formal grievance procedure as outlined in Article 8, if the employee desires.

35.03 The parties agree with the principle that employees should be made aware of dissatisfaction concerning their work performance that may affect their standing or advancement with the Employer, and that employees would not be disciplined for anything that they were not informed or made aware of when the dissatisfaction was noted.

35.04 (a) In the event that an investigation is warranted, the Employer shall make every reasonable effort to complete its investigation within fifteen (15) days. In the event that more time is required the Employer may request an extension to these time limits from the union, and such request will not be unreasonably denied.

(b) In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from her place of employment, it shall be with pay.

35.05 Where the Employer notifies an employee in writing of any dissatisfaction concerning her work or otherwise, which may affect the employee's standing with the Employer, such notification shall be given within five (5) days of the occurrence or upon completion of an investigation of the event. If this procedure is not followed, such expression of dissatisfaction shall not become part of her record for use against her at any time.

35.06 When employees are required to attend a meeting where discipline is to be imposed, such employees are entitled to have, at their request, a representative of the Association in attendance. The Employer shall inform the employee of this right.

ARTICLE 36
ACCESS AND SHOP STEWARDS

36.01 The Employer agrees that access to its premises may be allowed to persons permanently employed by the Union for the purpose of interviewing a Union member and such interview shall not interfere with the operations of the Employer.

36.02 Permission to hold meetings on the premises of the Employer shall, in each case, be obtained from the permanent head and such meetings shall not interfere with the operations of the Employer.

36.03 The Employer agrees to recognize the Shop Stewards appointed by the Union. The Union shall inform the Employer of the names of all Shop Stewards as soon as possible after their appointment.

36.04 The Shop Stewards shall not conduct Union business during working hours except in cases of emergency. Where time off is required by the Shop Steward during working hours, she shall request such time off from her immediate supervisor. Such time off for a Shop Steward shall not be unreasonably withheld.

36.05 With the prior written approval of the permanent head, 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.

36.06 (a) The Employer shall recognize the Presidents of the Locals as the Chief Shop Stewards.

(b) In addition to (a) above, the number of Shop Stewards will be limited to a maximum of nine (9), comprising of seven (7) at the St. John's office and one (1) each at the Grand Falls-Windsor and Corner Brook offices.

ARTICLE 37
STRIKES AND LOCKOUTS

37.01 The Union agrees that during the life of this Agreement, there shall be no strikes, suspensions or slowdown of work, picketing by members of the Union on the premises of the Employer or any other interference with the Employer's business. The Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 38
CONTRACTING OUT

38.01 The Employer shall continue the present practice of providing continued employment for employees who would otherwise become redundant where the work is contracted out and the Employer shall maintain the existing benefits applicable to such employees.

38.02 The Employer will give the Union two (2) months' notice of its intention to contract out work.

38.03 The Employer agrees to notify the Union in advance of any intention to create or fill positions that come within the bargaining unit on a contractual basis.

ARTICLE 39
POLITICAL ACTIVITY

39.01 All employees covered by this Agreement shall have the rights listed below, provided that (c) and (e) shall not occur during working hours and shall not impair their usefulness to the positions in which they are employed:

(a) join the Political Party of their choice;
(b) vote in elections;
(c) fully participate in the activities of the Political Party of their choice;
(d) seek election to public office at the National, Provincial or Municipal level;
(e) take part in any other political activity.

39.02 (a) An employee who wishes to stand for election to the Provincial House of Assembly or to the Federal House of Commons shall inform the Employer (in writing) and request leave of absence without pay effective from the date of the writ of election up to and including the final election results.

(b) (i) If elected to the House of Assembly, the employee shall resign immediately (in writing) from the Employer effective on the date election is confirmed.

(ii) If elected to the House of Commons, the employee will be granted a leave of absence without pay for the term for which the employee has been elected, effective on the date election is confirmed. At the end of this time, if the employee contests a second election and is successful, the employee's employment will be automatically terminated.

(c) If unsuccessful, the employee shall inform the Employer (in writing) of intent to return to work with the Employer.

39.03 During leave referred to in this Article, an employee shall maintain all earned benefits but shall not accrue any new benefits.

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

ARTICLE 40
LABOUR MANAGEMENT COMMITTEES

40.01 The Employer agrees with the establishment of Labour Management Committees for the purpose of meeting and conferring on matters of mutual interest which are not properly the subject matter of a grievance or negotiation.

ARTICLE 41
SAFETY AND HEALTH

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

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

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

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

41.05 An employee who is a member of the Occupational Health and Safety Committee or who is a Worker Health and Safety representative shall be granted leave of absence with pay not to exceed two (2) days per annum to attend Provincial or Union Occupational Health and Safety conferences.

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

ARTICLE 42
TECHNOLOGICAL CHANGE

42.01 Advance Notice

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

42.02 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.

42.03 Attrition Arrangement

No employee shall 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.

42.04 Income Protection

An employee who is displaced from 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.

42.05 Transfer Arrangements

An employee who is displaced from her job by virtue of technological change or new methods of operation will be given the opportunity to fill other vacancies according to qualifications and abilities. Where qualifications and abilities are equal, seniority will prevail.

42.06 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.

42.07 No New Employee(s)

No additional employee(s) shall be hired by the employer to replace any employee(s) affected by the technological change or new method of operation, until the employee(s) already working and affected by the change have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment, as provided for in Clause 42.06.

ARTICLE 43
GENERAL PROVISIONS

43.01 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to co-operate in encouraging employees affected with alcohol, gambling, or drug problems to undergo a co-ordinated program directed to the objective of their rehabilitation.

43.02 (a) Upon the request of an employee, and subject to the approval of the Employer, an employee may be placed in another classification, without any change in remuneration, for the purpose of on-the-job training.

(b) The conditions of such on-the-job training, including the duration of training and status of original position, shall be established by mutual agreement between the parties to this Agreement.

ARTICLE 44
SPECIAL LEAVE WITH PAY

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

(b) With the approval of the permanent head, special leave without pay may be granted to an employee to attend to family responsibilities or to employees in exceptional circumstances.

(c) For the purpose of this Article "family" is defined as spouse, dependent child, parents, or other relatives permanently residing in the employee's household or with whom the employee permanently resides.

ARTICLE 45
JOB COMPETITIONS

45.01 When a vacancy occurs or a new position is created, either inside or outside the bargaining unit, and the Employer determines that the position is to be filled, then notices of the competition for the position shall be posted in accessible places in the Employer's premises for a period of not less than seven (7) calendar days. Copies of all notices of job competitions are to be supplied concurrently to the Local Union Secretary.

45.02 Notices of job competitions shall contain the following information:

(a) the classification title and, where applicable and required, the organization title,
(b) description of the position,
(c) step 1 - 4 and Hay point rating,
(d) required qualifications,
(e) location of the position,
(f) closing date,
(g) shift work where applicable,
(h) this position is open to both male and female applicants.

45.03 An employee who is requested to attend an interview by the Employer shall, with the prior approval of her immediate supervisor, be awarded such time off with pay as is required for the purpose of attending the interview. Employees shall be given at least twenty-four (24) hours notice of an interview.

45.04 An employee required to attend an interview by the Employer shall be entitled to reimbursement of reasonable expenses necessarily incurred by her in attending such interview in accordance with the rules prescribed by the Employer.

45.05 No vacancy within the bargaining unit shall be filled by a person from outside the bargaining unit until applications from inside the bargaining unit have been fully processed and rejected.

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

45.07 Where, in the Employer's opinion, a temporary vacancy is expected to exist for a period in excess of thirteen (13) continuous weeks, then such vacancy will be posted in accordance with Clause 45.01.

45.08 A permanent employee who applies for and receives a temporary position in accordance with 45.07 shall retain her permanent status while occupying the temporary position and return to her former position when the temporary position terminates.

45.09 Employees on approved leave of absences shall have all job postings sent to their residence at their request. The employee shall keep the employer informed of their current address and telephone number.

ARTICLE 46
SHIFT SCHEDULE

46.01 A shift schedule shall be posted at least five (5) days in advance of the commencement of the schedule posted.

46.02 Every reasonable effort shall be made by the permanent head:

(a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift; and

(b) to grant an employee two (2) consecutive days of rest per week.

46.03 An employee shall be given not less than two (2) days' notice of a change in shift schedules. Where such notice is not given and the employee is required to work on her scheduled day of rest, she shall be paid two (2) times the straight time rates for all hours worked in addition to time off at a later date for the day of rest displaced.

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

ARTICLE 47
STATE OF EMERGENCY

47.01 The following provisions shall apply to employees during a state of emergency declared by the Employer:

(a) All employees shall be deemed to be on duty during the period of closure, with the exception of those employees designated by the permanent head as employees performing an essential service.

(b) Those employees designated by the permanent head as employees who perform an essential service shall, where possible, be supplied transportation to their place of work and return by the Employer.

47.02 Where the Employer provides transportation and the employee refuses to report to duty, she shall be subject to disciplinary action as prescribed in Article 35.

47.03 Those employees referred to in Clause 47.01 (b) above who are on special leave with or without pay immediately preceding the declaration of the state of emergency, will be deemed to be on special leave with or without pay, as the case may be, during the period so declared an emergency.

47.04 The permanent head shall endeavour to designate those employees referred to in 47.01 (b) previous to the declared state of emergency, however, the permanent head may require any employee to report for duty during any period declared an emergency.

ARTICLE 48
RELOCATION EXPENSES

48.01 An employee who is required by the Employer to relocate from one geographic location to another, or as the result of being a successful candidate in a job competition and is required to relocate, shall on the production of a certified statement of expenses be compensated as follows:

(a) An employee who sells her private dwelling house, in which she resides immediately prior to being relocated, shall be reimbursed for real estate agency fees up to a maximum of six percent (6%) of the selling price; and

(b) Reimbursement of reasonable and necessary legal fees encumbered upon the employee because of the sale of her house and the purchase of a new dwelling at her place of relocation.

ARTICLE 49
JOINT CONSULTATION

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

ARTICLE 50
AMENDMENT BY MUTUAL CONSENT

50.01 It is agreed by the parties to this Agreement that any provisions in this Agreement, other than the duration of Agreement, may be amended by mutual consent of the Employer and the Union.

ARTICLE 51
CRIMINAL OR LEGAL LIABILITY

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

ARTICLE 52
NO DISCRIMINATION

52.01 The Employer agrees 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, religion, religious creed, political opinion, colour or ethnic, national or social origin, gender, sexual orientation, marital status, physical disability, mental disability, nor by reason of her membership or activity in the Union.

ARTICLE 53
SEXUAL AND PERSONAL HARASSMENT

53.01 (a) The Employer and the Union agree to discourage sexual and personal harassment in the workplace. Both parties support the principles espoused in Sections 9, 10, 13 and 14 of the Human Rights Act and agree to co-operate fully with any investigation held by the Human Rights Commission with regard to a complaint by any employee in this respect.

(b) For the purpose of this Article, harassment is defined as:

(a) Harassment based on race, religion, religious creed, sex, marital status, physical or mental disability, political opinion, colour, or ethnic, national or social origin, is any behaviour that is directed at, or is offensive to a member, endangers a member's job, or academic standing, undermines performance or threatens the economic livelihood of the member.

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

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

(d) The Employer shall undertake to investigate alleged occurrences with all possible dispatch. The victim shall be protected from repercussions which may result from her complaint.

(e) Subject to Clause 8.01, Step 1, employees shall have access to the Grievance and Arbitration Procedures for grievances relating to this Article.

ARTICLE 54
PERSONAL LOSS

54.01 Subject to Clauses 54.02 and 54.03, where an employee in the performance of her 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 $1,000.

54.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within five (5) days of the incident to the permanent head or her designated representative.

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

ARTICLE 55
ADVANCE NOTICE

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

ARTICLE 56
DURATION

*56.01 Except as otherwise provided in this Collective Agreement, this Agreement shall be effective from the date of signing and shall remain in full force until May 31, 2020.

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 21 day of March, 2018.

SIGNED on behalf of Her Majesty the Queen in Right of Newfoundland and Labrador as represented by the Honourable Tom Osborne, President of Treasury Board, in the presence of the witness hereto subscribing:

Witness

President of Treasury Board

SIGNED on behalf of the Workplace Health, Safety and Compensation Commission (Commission) as represented by Dennis Hogan, it's Chief Executive Officer, in the presence of the witness hereto subscribing:

Witness

Commission Chief Executive Officer

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

Witness

*SCHEDULE "A"

SALARY IMPLEMENTATION FORMULA

A. Salaries

*1. Effective June 1, 2016

The Hay System of job evaluation has been implemented to produce the accompanying classifications, point ratings and pay scales. The pay scale is devised by using the formula ($75.99 x points + $24,204) which is based on a 0% increase, to produce Step 1 and each subsequent Step is 3.33% above the preceding one.

*2. Other Increases

On the dates set out below the accompanying formula will be used to produce Step 1 of a new pay grid and as in 1above, the subsequent three Steps will be maintained at 3.33% above the preceding one.

a. Effective June 1, 2016: 0% increase

b. Effective June 1, 2017: 0% increase

c. Effective June 1, 2018: 0% increase

d. Effective June 1, 2018: 0% increase

3. Red Circled Employees

(a) Red-circled employees whose regular salary does not exceed the maximum of the new salary scales on the respective rate shall:

(i) be placed on Step 4 of the new scale; and

(ii) receive a cash payment of the difference between the percentage increase applicable for their salary and the salary increase received by being placed on Step 4. This cash payment will be paid for each regular hour worked.

(b) Employees whose regular salary scale rate exceeds the maximum of the new salary scale on the respective rate shall receive a cash payment of the percentage increase applicable for their salary scale rate. This cash payment will be paid for each regular hour worked.

***SCHEDULE "A" - SALARY IMPLEMENTATION FORMULA (continued)**

4. Red Circled Employees – Market Factor

Effective December 31, 2008 an employee in receipt of a Market Factor and listed in Appendix A attached will have her total salary red-circled. Total salary is comprised of the employee's base salary plus the Market Factor in effect May 31, 2008.

Any General Economic Increases will apply to the total salary amount. Such increases will be paid as a cash bonus on a bi-weekly basis for a period of twelve (12) months. The cash bonus shall be pensionable.

Overtime calculations shall be exclusive of any cash bonus.

General Economic Increases will not be cumulative.

Red-circling will only apply to the individual while she continues to occupy the position she occupied on December 31, 2008.

B. Step Progression

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

2. New employees shall advance one step on their respective salary scales for each twelve (12) months of service, and thereafter from year to year for each additional twelve (12) months of service accumulated.

*SCHEDULE "A" - SALARY IMPLEMENTATION FORMULA (continued)
Salary Scales - Effective June 1, 2016

Job title	Points	Step 1	Step 2	Step 3	Step 4
DICTA-TYPIST	147	35,375	36,553	37,770	39,028
INTERNAL REVIEW SUPPORT CLERK	169	37,046	38,280	39,555	40,872
ASSESSMENT SUPPORT CLERK	169	37,046	38,280	39,555	40,872
FINANCE CLERK	169	37,046	38,280	39,555	40,872
IMAGE PROCESSING SUPPORT CLERK	169	37,046	38,280	39,555	40,872
CLERK TYPIST/ENQUIRY CLERK	182	38,034	39,301	40,610	41,962
SECRETARY, CLAIMS SERVICES	182	38,034	39,301	40,610	41,962
SECRETARY, HEALTH CARE CONSULTANTS	182	38,034	39,301	40,610	41,962
SECRETARY, HUMAN RESOURCES	182	38,034	39,301	40,610	41,962
NWIS STATISTICS CLERK	182	38,034	39,301	40,610	41,962
INTERNAL REVIEW CLERK	187	38,414	39,693	41,015	42,381
INFORMATION OFFICER	190	38,642	39,929	41,259	42,633
CLAIMS REGISTRATION CLERK	194	38,946	40,243	41,583	42,968
ADMINISTRATIVE ASSISTANT, CLAIMS SERVICES	203	39,630	40,950	42,314	43,723
ADMINISTRATIVE ASSISTANT, POLICY, RESEARCH & INTERNAL REVIEW	203	39,630	40,950	42,314	43,723
ADMINISTRATIVE ASSISTANT, ASSESSMENT SERVICES	203	39,630	40,950	42,314	43,723
ADMINISTRATIVE ASSISTANT, PREVENTION SERVICES	203	39,630	40,950	42,314	43,723
ADMINISTRATIVE ASSISTANT, FINANCE	203	39,630	40,950	42,314	43,723
ADMINISTRATIVE OFFICER	208	40,010	41,342	42,719	44,142
RECORDS ANALYST	208	40,010	41,342	42,719	44,142
PREVENTION PROGRAM ASSISTANT	208	40,010	41,342	42,719	44,142
PREVENTION SERVICES CLERK	208	40,010	41,342	42,719	44,142
SENIOR HEALTH CARE SERVICES ASSISTANT	213	40,390	41,735	43,125	44,561
ADMINISTRATIVE ASSISTANT, CORNER BROOK AND GRAND FALLS-WINDSOR	233	41,910	43,306	44,748	46,238
ASSISTANT BUILDING SUPERINTENDENT	240	42,442	43,855	45,315	46,824
PURCHASING CLERK	245	42,822	44,248	45,721	47,244
HEALTH CARE BENEFITS ASSISTANT	252	43,353	44,797	46,289	47,830
VENDOR LIAISON	252	43,353	44,797	46,289	47,830
INFORMATION SYSTEMS ASSISTANT	261	44,037	45,503	47,018	48,584
COLLECTIONS REPRESENTATIVE	308	47,609	49,194	50,832	52,525
MARKETING ADVISOR	308	47,609	49,194	50,832	52,525
GRAPHIC DESIGNER	308	47,609	49,194	50,832	52,525
BUILDING SUPERINTENDENT	308	47,609	49,194	50,832	52,525
CLIENT SERVICES ASSISTANT	319	48,445	50,058	51,725	53,447
COLLECTIONS OFFICER	333	49,509	51,158	52,862	54,622
ACCOUNTING ASSISTANT	333	49,509	51,158	52,862	54,622
IMAGE PROCESSING TEAM SUPERVISOR	333	49,509	51,158	52,862	54,622
SUPERVISOR, CLAIMS REGISTRATION	334	49,585	51,236	52,942	54,705
EMPLOYER SERVICES ADVISOR	342	50,193	51,864	53,591	55,376
ACCOUNTING ANALYST	353	51,028	52,727	54,483	56,297
EXTENDED SERVICES ADJUDICATOR	353	51,028	52,727	54,483	56,297
COORDINATOR OH&S COMMITTEES	353	51,028	52,727	54,483	56,297
HEALTH & SAFETY PROGRAM ANALYST	382	53,232	55,005	56,837	58,730
BUYER	383	53,308	55,083	56,917	58,812
PROGRAMMER	391	53,916	55,711	57,566	59,483
COMPUTER SUPPORT SPECIALIST	391	53,916	55,711	57,566	59,483

*SCHEDULE "A" - SALARY IMPLEMENTATION FORMULA (continued)

INVESTIGATOR	404	54,904	56,732	58,621	60,573
DIGITAL PRESENCE CO-ORDINATOR	404	54,904	56,732	58,621	60,573
EARLY & SAFE RETURN TO WORK FACILITATOR	432	57,032	58,931	60,893	62,921
SENIOR PROGRAMMER	449	58,324	60,266	62,273	64,347
YOUTH COORDINATOR	449	58,324	60,266	62,273	64,347
PROCUREMENT OFFICER	451	58,475	60,422	62,434	64,513
AUDITOR	479	60,603	62,621	64,706	66,861
LEGAL ADJUSTER	516	63,415	65,527	67,709	69,964
INVESTIGATIONS TEAM LEAD	516	63,415	65,527	67,709	69,964
HEALTH & SAFETY OFFICER, HUMAN RESOURCES	516	63,415	65,527	67,709	69,964
HEALTH & SAFETY ADVISOR	516	63,415	65,527	67,709	69,964
INTAKE ADJUDICATOR	496	61,895	63,956	66,086	68,287
PROGRAM DEVELOPMENT COORDINATOR	519	63,643	65,762	67,952	70,215
FINANCIAL ANALYST (CLASSIFICATION & BASE)	539	65,163	67,333	69,575	71,892
FINANCIAL ANALYST (PRIME)	539	65,163	67,333	69,575	71,892
SENIOR PROGRAMMER ANALYST	551	66,074	68,274	70,548	72,897
TECHNICAL ANALYST (ISERIES)	551	66,074	68,274	70,548	72,897
BUSINESS ANALYST	551	66,074	68,274	70,548	72,897
RETURN TO WORK PROGRAM COORDINATOR	551	66,074	68,274	70,548	72,897
ASSESSMENT ANALYST	551	66,074	68,274	70,548	72,897
COLLECTIONS ANALYST	551	66,074	68,274	70,548	72,897
QUALITY ASSURANCE ANALYST	551	66,074	68,274	70,548	72,897
LABOUR MARKET RE-ENTRY COORDINATOR	551	66,074	68,274	70,548	72,897
HEALTH & SAFETY ADVISOR/TRAINER	551	66,074	68,274	70,548	72,897
EPIDEMIOLOGIST	551	66,074	68,274	70,548	72,897
BUSINESS ANALYST, CLIENT SERVICES	551	66,074	68,274	70,548	72,897
BUSINESS ANALYST	551	66,074	68,274	70,548	72,897
HEALTH AND SAFETY ADVISOR II	551	66,074	68,274	70,548	72,897
TEAM LEAD, CLIENT SERVICES	568	67,366	69,609	71,927	74,322
CASE MANAGER	571	67,594	69,845	72,171	74,574
FINANCIAL ANALYST - FINANCE	571	67,594	69,845	72,171	74,574
SENIOR FINANCIAL ANALYST	571	67,594	69,845	72,171	74,574
CERTIFICATION TRAINING SPECIALIST	571	67,594	69,845	72,171	74,574
OH&S EDUCATIONAL CONSULTANT	571	67,594	69,845	72,171	74,574
SENIOR HEALTH & SAFETY ADVISOR	588	68,886	71,180	73,550	75,999
OH&S BUSINESS SYSTEMS LEAD	588	68,886	71,180	73,550	75,999
SENIOR INFORMATION MANAGEMENT ANALYST	588	68,886	71,180	73,550	75,999
SENIOR BUSINESS ANALYST	588	68,886	71,180	73,550	75,999
INTERNAL REVIEW SPECIALIST	594	69,342	71,651	74,037	76,502
SENIOR FINANCE AND ACCOUNTING ANALYST	594	69,342	71,651	74,037	76,502
APPLICATION SUPPORT ANALYST	611	70,634	72,986	75,416	77,927
APPLICATION SUPPORT ANALYST (DATABASE)	611	70,634	72,986	75,416	77,927
TECHNICAL ANALYST/ADMINISTRATOR (ISERIES)	611	70,634	72,986	75,416	77,927
TECHNICAL ANALYST/ADMINISTRATOR (PC/LAN)	611	70,634	72,986	75,416	77,927
AUDIT TEAM LEAD	611	70,634	72,986	75,416	77,927
INDUSTRIAL HYGIENIST	634	72,382	74,792	77,283	79,857

*SCHEDULE "A" - SALARY IMPLEMENTATION FORMULA (continued)
Salary Scales - Effective June 1, 2017

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EXTENDED SERVICES ADJUDICATOR	353	51,028	52,727	54,483	56,297
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BUYER	383	53,308	55,083	56,917	58,812
PROGRAMMER	391	53,916	55,711	57,566	59,483
COMPUTER SUPPORT SPECIALIST	391	53,916	55,711	57,566	59,483

*SCHEDULE "A" - SALARY IMPLEMENTATION FORMULA (continued)

INVESTIGATOR	404	54,904	56,732	58,621	60,573
DIGITAL PRESENCE CO-ORDINATOR	404	54,904	56,732	58,621	60,573
EARLY & SAFE RETURN TO WORK FACILITATOR	432	57,032	58,931	60,893	62,921
SENIOR PROGRAMMER	449	58,324	60,266	62,273	64,347
YOUTH COORDINATOR	449	58,324	60,266	62,273	64,347
PROCUREMENT OFFICER	451	58,475	60,422	62,434	64,513
AUDITOR	479	60,603	62,621	64,706	66,861
LEGAL ADJUSTER	516	63,415	65,527	67,709	69,964
INVESTIGATIONS TEAM LEAD	516	63,415	65,527	67,709	69,964
HEALTH & SAFETY OFFICER, HUMAN RESOURCES	516	63,415	65,527	67,709	69,964
HEALTH & SAFETY ADVISOR	516	63,415	65,527	67,709	69,964
INTAKE ADJUDICATOR	496	61,895	63,956	66,086	68,287
PROGRAM DEVELOPMENT COORDINATOR	519	63,643	65,762	67,952	70,215
FINANCIAL ANALYST (CLASSIFICATION & BASE)	539	65,163	67,333	69,575	71,892
FINANCIAL ANALYST (PRIME)	539	65,163	67,333	69,575	71,892
SENIOR PROGRAMMER ANALYST	551	66,074	68,274	70,548	72,897
TECHNICAL ANALYST (ISERIES)	551	66,074	68,274	70,548	72,897
BUSINESS ANALYST	551	66,074	68,274	70,548	72,897
RETURN TO WORK PROGRAM COORDINATOR	551	66,074	68,274	70,548	72,897
ASSESSMENT ANALYST	551	66,074	68,274	70,548	72,897
COLLECTIONS ANALYST	551	66,074	68,274	70,548	72,897
QUALITY ASSURANCE ANALYST	551	66,074	68,274	70,548	72,897
LABOUR MARKET RE-ENTRY COORDINATOR	551	66,074	68,274	70,548	72,897
HEALTH & SAFETY ADVISOR/TRAINER	551	66,074	68,274	70,548	72,897
EPIDEMIOLOGIST	551	66,074	68,274	70,548	72,897
BUSINESS ANALYST, CLIENT SERVICES	551	66,074	68,274	70,548	72,897
BUSINESS ANALYST	551	66,074	68,274	70,548	72,897
HEALTH AND SAFETY ADVISOR II	551	66,074	68,274	70,548	72,897
TEAM LEAD, CLIENT SERVICES	568	67,366	69,609	71,927	74,322
CASE MANAGER	571	67,594	69,845	72,171	74,574
FINANCIAL ANALYST - FINANCE	571	67,594	69,845	72,171	74,574
SENIOR FINANCIAL ANALYST	571	67,594	69,845	72,171	74,574
CERTIFICATION TRAINING SPECIALIST	571	67,594	69,845	72,171	74,574
OH&S EDUCATIONAL CONSULTANT	571	67,594	69,845	72,171	74,574
SENIOR HEALTH & SAFETY ADVISOR	588	68,886	71,180	73,550	75,999
OH&S BUSINESS SYSTEMS LEAD	588	68,886	71,180	73,550	75,999
SENIOR INFORMATION MANAGEMENT ANALYST	588	68,886	71,180	73,550	75,999
SENIOR BUSINESS ANALYST	588	68,886	71,180	73,550	75,999
INTERNAL REVIEW SPECIALIST	594	69,342	71,651	74,037	76,502
SENIOR FINANCE AND ACCOUNTING ANALYST	594	69,342	71,651	74,037	76,502
APPLICATION SUPPORT ANALYST	611	70,634	72,986	75,416	77,927
APPLICATION SUPPORT ANALYST (DATABASE)	611	70,634	72,986	75,416	77,927
TECHNICAL ANALYST/ADMINISTRATOR (ISERIES)	611	70,634	72,986	75,416	77,927
TECHNICAL ANALYST/ADMINISTRATOR (PC/LAN)	611	70,634	72,986	75,416	77,927
AUDIT TEAM LEAD	611	70,634	72,986	75,416	77,927
INDUSTRIAL HYGIENIST	634	72,382	74,792	77,283	79,857

*SCHEDULE "A" - SALARY IMPLEMENTATION FORMULA (continued)

Salary Scales - Effective June 1, 2019

Job title	Points	Step 1	Step 2	Step 3	Step 4
DICTA-TYPIST	147	35,375	36,553	37,770	39,028
INTERNAL REVIEW SUPPORT CLERK	169	37,046	38,280	39,555	40,872
ASSESSMENT SUPPORT CLERK	169	37,046	38,280	39,555	40,872
FINANCE CLERK	169	37,046	38,280	39,555	40,872
IMAGE PROCESSING SUPPORT CLERK	169	37,046	38,280	39,555	40,872
CLERK TYPIST/ENQUIRY CLERK	182	38,034	39,301	40,610	41,962
SECRETARY, CLAIMS SERVICES	182	38,034	39,301	40,610	41,962
SECRETARY, HEALTH CARE CONSULTANTS	182	38,034	39,301	40,610	41,962
SECRETARY, HUMAN RESOURCES	182	38,034	39,301	40,610	41,962
NWIS STATISTICS CLERK	182	38,034	39,301	40,610	41,962
INTERNAL REVIEW CLERK	187	38,414	39,693	41,015	42,381
INFORMATION OFFICER	190	38,642	39,929	41,259	42,633
CLAIMS REGISTRATION CLERK	194	38,946	40,243	41,583	42,968
ADMINISTRATIVE ASSISTANT, CLAIMS SERVICES	203	39,630	40,950	42,314	43,723
ADMINISTRATIVE ASSISTANT, POLICY, RESEARCH & INTERNAL REVIEW	203	39,630	40,950	42,314	43,723
ADMINISTRATIVE ASSISTANT, ASSESSMENT SERVICES	203	39,630	40,950	42,314	43,723
ADMINISTRATIVE ASSISTANT, PREVENTION SERVICES	203	39,630	40,950	42,314	43,723
ADMINISTRATIVE ASSISTANT, FINANCE	203	39,630	40,950	42,314	43,723
ADMINISTRATIVE OFFICER	208	40,010	41,342	42,719	44,142
RECORDS ANALYST	208	40,010	41,342	42,719	44,142
PREVENTION PROGRAM ASSISTANT	208	40,010	41,342	42,719	44,142
PREVENTION SERVICES CLERK	208	40,010	41,342	42,719	44,142
SENIOR HEALTH CARE SERVICES ASSISTANT	213	40,390	41,735	43,125	44,561
ADMINISTRATIVE ASSISTANT, CORNER BROOK AND GRAND FALLS-WINDSOR	233	41,910	43,306	44,748	46,238
ASSISTANT BUILDING SUPERINTENDENT	240	42,442	43,855	45,315	46,824
PURCHASING CLERK	245	42,822	44,248	45,721	47,244
HEALTH CARE BENEFITS ASSISTANT	252	43,353	44,797	46,289	47,830
VENDOR LIAISON	252	43,353	44,797	46,289	47,830
INFORMATION SYSTEMS ASSISTANT	261	44,037	45,503	47,018	48,584
COLLECTIONS REPRESENTATIVE	308	47,609	49,194	50,832	52,525
MARKETING ADVISOR	308	47,609	49,194	50,832	52,525
GRAPHIC DESIGNER	308	47,609	49,194	50,832	52,525
BUILDING SUPERINTENDENT	308	47,609	49,194	50,832	52,525
CLIENT SERVICES ASSISTANT	319	48,445	50,058	51,725	53,447
COLLECTIONS OFFICER	333	49,509	51,158	52,862	54,622
ACCOUNTING ASSISTANT	333	49,509	51,158	52,862	54,622
IMAGE PROCESSING TEAM SUPERVISOR	333	49,509	51,158	52,862	54,622
SUPERVISOR, CLAIMS REGISTRATION	334	49,585	51,236	52,942	54,705
EMPLOYER SERVICES ADVISOR	342	50,193	51,864	53,591	55,376
ACCOUNTING ANALYST	353	51,028	52,727	54,483	56,297
EXTENDED SERVICES ADJUDICATOR	353	51,028	52,727	54,483	56,297
COORDINATOR OH&S COMMITTEES	353	51,028	52,727	54,483	56,297
HEALTH & SAFETY PROGRAM ANALYST	382	53,232	55,005	56,837	58,730
BUYER	383	53,308	55,083	56,917	58,812
PROGRAMMER	391	53,916	55,711	57,566	59,483
COMPUTER SUPPORT SPECIALIST	391	53,916	55,711	57,566	59,483

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INDUSTRIAL HYGIENIST	634	72,382	74,792	77,283	79,857

SCHEDULE "B"

JOB EVALUATION AND APPEAL PROCESS

EVALUATION PROCESS

1. If an employee or the Department Director considers that the duties and responsibilities assigned to a position have changed since a previous evaluation was conducted, or if six (6) months have elapsed since official notification of the results of the evaluation to the employee, the employee or the employer may request, in writing, that the position be evaluated.

2. Employees requesting an evaluation shall first submit their request, in writing, to their Department Director who in turn shall notify the employee, in writing, within thirty (30) working days, whether or not the request is supported. If supported, the Department Director shall request, in writing, to the Human Resources Department that the position be evaluated. If not supported by the Department Director, the employee may, in writing, request that an evaluation be conducted. However, in such a case the Job Evaluation Committee shall request the views of the employer during the rating process. The Job Evaluation Committee shall render a decision within sixty (60) calendar days of the receipt of the request by the Human Resources Department.

3. If the Department Director is requesting an evaluation of the position, such a request shall be made to the Job Evaluation Committee through the Human Resources Department. However, in such a case the Job Evaluation Committee shall request the views of the employee during the rating process.

4. Where the request for evaluation is based on changes in duties and responsibilities assigned to the position, it must be supported by a revised position description form.

5. Decisions of the Job Evaluation Committee shall be conveyed in writing to the Human Resources Department, who in turn shall notify the Department Director concerned who shall then notify the employee.

APPEAL PROCESS

1. An employee and/or Department Director who is not satisfied that a position has been appropriately evaluated shall have the right to submit an appeal in writing, stating the specific grounds for the appeal, to the Chairperson of the Job Evaluation Appeal Committee, within twenty-one (21) calendar days of the written notification of the job evaluation decision.

CONSTITUTION OF THE JOB EVALUATION APPEAL COMMITTEE

1. The Job Evaluation Appeal Committee shall consist of a permanent Chairperson and an Alternate Chairperson to oversee the operations of Job Evaluation Appeal Committee. Upon receipt of appeals, the Chairperson or Alternate shall, within ten (10) calendar days, contact the two other members (one representative appointed by the Employer and one representative appointed by the Union) and schedule a time and place for the hearing.

AN APPEAL COMMITTEE SHALL NOT ENTERTAIN AN APPEAL WHERE:

1. No specific grounds for the appeal were provided in writing.

2. The basis for the appeal relates to the qualifications of the incumbent; the performance of the incumbent; or the placement of the incumbent on a salary range.

3. An appeal has already been heard on the same evaluation and no changes have been made in the duties and responsibilities since that time.

4. No evaluation has been conducted.

5. An employee separates from the Workplace Health, Safety and Compensation Commission.

IT SHALL BE THE RESPONSIBILITY OF AN APPEAL COMMITTEE TO:

1. Hold an appeal hearing within sixty (60) calendar days of the full appeal committee being constituted. An Appeal Committee may consider oral or written submissions from the individual and/or Department Director or their representatives and any other person(s) it may wish to call in order to resolve the appeal.

2. Ensure that the duties and responsibilities forming the basis of the classification appeal, were those assigned by management at the time the position was last evaluated by a Job Evaluation Committee.

3. Where possible, conduct the hearing in the general geographic location of the employee's work location. The Employer shall allow time off from regular duties to any employee and those of their witness(es) who are required by the Appeal Committee to appear before it, and in respect of such absence, the employee and the witness(es) shall be regarded as being on special leave with pay. It shall be the responsibility of the employee and the witness(es) to obtain the prior approval of the Department Director before absenting from duty for this purpose.

4. An employee shall have the right to have a Union representative act on her behalf during the appeal hearing if she so desires.

FOLLOWING THE APPEAL HEARING, THE FOLLOWING SHALL APPLY:

1. The decision of the Appeal Committee shall be rendered in writing, within fifteen (15) calendar days of the completion of the hearing, to the affected parties. This decision shall be final and binding on all parties to the appeal.

2. The effective date of any change shall be the date the request for evaluation was received by the Human Resources Department.

   The appellant may withdraw the appeal at any time prior to an Appeal hearing by submitting written notice to the Human Resources Department.

*SCHEDULE "C"

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

The online "Employee/Retiree Benefits" booklet contains a more detailed description of the benefits and the member's responsibilities under the Plan. The following summary has been prepared to outline the basic content of the Plan only, as contractual provisions specified within the group insurance policies prevail. You may also refer to the Government website at http://www.exec.gov.nl.ca/exec/hrs/working_with_us/employee_benefits.html 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 that 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 pharmacists 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 1to 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 "D"

NUMBER OF WEEKS OF PAY IN LIEU OF NOTICE

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

SCHEDULE "E"

AGREEMENTS (NAPE)

Hospital Support
Laboratory and X-Ray
Workplace NL
General Service
Group Homes
Marine Services
Air Services
School Boards
Student Assistants
Maintenance & Operational Services
Health Professionals
Newfoundland Labrador Liquor Corporation
Ushers
CNA (Support)
CNA (Faculty)

AGREEMENTS (CUPE)

Government House
Group Homes/Transition Houses
Hospital Support Staff
Libra House, Goose Bay
Newfoundland and Labrador Housing Corporation
Provincial Information and Library Resources Board

MEMORANDUM OF UNDERSTANDING

APPLICATION OF MASTER AGREEMENT LANGUAGE

Items contained in the Master Agreement signed on 1994 07 25 which are relevant to the General Services bargaining unit have been reflected in the text of this collective agreement where it is appropriate to do so. The list below includes Master Agreement items not included in the text of this agreement with the full text of each item being printed for the convenience of the reader:

#28 Pension Credit and Group Insurance

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

MEMORANDUM OF UNDERSTANDING
AGREEMENT ON PENSIONS

The Parties agree to the following:

1. Introduction of a formal indexing program for those pensioners and survivors who have reached age 65, as follows:

   60% of the annual change in the national CPI as published by Statistics Canada (Catalogue 62-001), in the calendar year immediately preceding the anniversary date, to a maximum annual increase of 1.2%;

   a) For those pensioners and survivors who have attained age 65 from October 1, 2002; and
   b) For those pensioners and survivors who are not age 65, from the next anniversary date after the date they reach age 65.

   Cost: 2% of salary to be shared equally by both parties.
   Anniversary Date: October 1, 2002 and every October 1 thereafter.

2. Government will pay $ 982 Million into the Public Service Pension Plan (PSPP), with $ 400 Million being paid on March 15, 2007 and the remaining balance of $ 582 Million will be paid by June 30, 2007.

3. This Memorandum of Agreement will not take effect unless all participants, The Newfoundland and Labrador Association of Public and Private Employees, the Canadian Union of Public Employees, The Newfoundland and Labrador Nurses' Union, The Association of Allied Health Professionals, The Canadian Merchant Service Guild, The International Brotherhood of Electrical Workers, and Her Majesty the Queen in Right of Newfoundland (represented by the Treasury Board) agree to its terms.

4. It is agreed that the payment outlined in Clause 2 above is full settlement of Government's share of the unfunded liability of the PSPP as established on December 31, 2000 and outlined in section 2 of the Memorandum of Understanding - 2004, Agreement on Pensions and there shall be no further special payments.

5. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship by April 1, 2008.

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

6. All unions representing Public Service Pension Plan members must indicate, in writing, acceptance of this proposal.

7. For the duration of the Collective Agreement the Employer agrees to maintain the Public Service Pension Plan as an independent pension plan.

MEMORANDUM OF UNDERSTANDING

*KILOMETER RATE ADJUSTMENT FORMULA (NAPE)

General

1. The purpose of this Memorandum of Agreement (MOA) is to provide a mechanism for the periodic adjustment of the kilometer rate(s) contained in applicable collective agreements for employees who are either required to provide a vehicle as a condition of employment or who may be authorized to use a personal vehicle on Employer's business.

2. The terms of this MOA shall be applicable to employees who are members of the bargaining unit covered by the Workplace Health, Safety and Compensation Commission (WHSCC) Collective Agreement.

3. Adjustments shall be calculated by the Public Service Secretariat and posted to the Human Resource Policy Manual website: www.gov.nl.ca/hrpm. Should there be any dispute as to the calculated rate; the rate established by the Public Service Secretariat shall prevail.

Adjustment Formula

4. Base Fuel Rate

   The 'base fuel rate' for calculating fuel costs is 79.4¢ per liter.

5. Fuel Price

   'Fuel prices' shall be those set by the Petroleum Pricing Office for the Avalon Region (Zone 1).

6. Base Kilometer Rate

   The 'base kilometer rate(s)' shall be the reimbursement rate(s) contained in an applicable collective agreement.

7. Initial Adjustment – October 1, 2005

   a) The 'base kilometer rate' shall be adjusted effective October 1, 2005 based on the difference in the 'fuel price' on October 1, 2005 and the 'base fuel rate' multiplied by 1/10.

      ('fuel price' on October 1, 2005 – $0.794) X 0.10 = km rate adjustment

      [km rate adjustment is added to the 'base kilometer rate']

   b) Kilometer rates shall be rounded to four decimal places after the dollar ($0.0000).

8. Adjustment Dates (Quarterly Adjustments)

Effective January 1, 2006, the kilometer rate shall be adjusted, based on the 'Adjustment Formula', on a quarterly basis on the following dates each year:

January 1st
April 1st
July 1st
October 1st

9. Adjustment Formula

a) The 'base kilometer rate(s)' shall be adjusted (up or down) on each of the 'adjustment dates' based on the difference in the 'fuel price' on the 'adjustment date' and the 'base fuel rate' multiplied by 1/10.

('fuel price' on 'adjustment date' – $0.794) X 0.10 = km rate adjustment

[km rate adjustment is added to the 'base kilometer rate']

b) Kilometer rates shall be rounded to four decimal places after the dollar ($0.0000).

10. Reimbursement Rate

Reimbursement shall be at the rate(s) in effect on the date of travel.

Effective Date

11. The MOA shall be effective October 1, 2005, and in accordance with Clause # 10, shall only be applicable to travel which occurs from that date forward.

This MOA may be terminated upon thirty (30) days notice from either party.

MEMORANDUM OF UNDERSTANDING

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.

CRJ

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

March 31/18

DATE

George Joyce

Signed on behalf of Human Resource Secretariat

March 31, 2018

DATE

MEMORANDUM OF UNDERSTANDING

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.

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

March 31/18
DATE

Signed on behalf of Human Resource Secretariat

March 31, 2018
DATE

MEMORANDUM OF UNDERSTANDING

RE: Layoffs during the term of the Collective Agreement

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

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

March 31/18
DATE

George Joyce
Signed on behalf of Human Resource Secretariat

March 31, 2018
DATE

March 31, 2018

Mr. Chris Henley
Employee Relations Officer
Newfoundland & Labrador Association of
Public & Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Henley:

Re: Hours of Work

This is to confirm our agreement that the hours of work for employees of the Workplace Health, Safety and Compensation Commission for the duration of the 2016-2020 Collective Agreement shall be as follows:

(a)	Summer Schedule:	8:30 a.m. to 4:00 p.m.
(b)	Fall and Winter:	8:30 a.m. to 4:30 p.m.

Yours truly,

Lisa Curran
Chief Negotiator

March 31, 2018

Mr. Chris Henley
Employee Relations Officer
Newfoundland & Labrador Association of
Public & Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Henley:

Re: Commission Policy on the use of Video Display Terminal (VDT's)

As you are aware, the Workplace Health, Safety and Compensation Commission introduced its own internal policy concerning operations of video display terminals (VDT's). While there is no scientific evidence to date to support any pregnancy or visual related health hazards resulting from the use of a properly functioning VDT, the Commission adopted its own policy guidelines until such time as it has been documented conclusively that there is no risk.

With the assistance of expert medical personnel, the Commission has been, and will continue to evaluate all information and study results relating to the use of VDT's for the purpose of identifying the need for any appropriate changes which should be made to its policy.

In this respect, I wish to confirm our undertaking that, in the event the Commission contemplates making a change to the existing policy, such change(s) will be discussed with the Union beforehand.

Yours truly,

Lisa Curran

Lisa Curran
Chief Negotiator

March 31, 2018

Mr. Chris Henley
Employee Relations Officer
Newfoundland & Labrador Association of
Public & Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Henley:

Re: Effect of Change of "Year" on Annual Leave

This is to confirm that no employee will be required to take less annual leave as the result of the change in the definition of "year" made in this Agreement. As a result of the change from a fiscal year to a calendar year arrangement, employees may have to anticipate several days vacation each year for the duration of their employment. Any adjustments necessary will only be made upon termination of the employment relationship with the Commission.

Yours truly,

Lisa Curran
Chief Negotiator

March 31, 2018

Mr. Chris Henley
Employee Relations Officer
Newfoundland & Labrador Association of
Public & Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Henley:

Re: Defensive Driving

The Employer agrees to provide the option of attending a Defensive Driving Course sponsored by the Commission to employees who use their vehicles on Employer business.

Yours truly,

Lisa Curran
Chief Negotiator

March 31, 2018

Mr. Chris Henley
Employee Relations Officer
Newfoundland & Labrador Association of
Public & Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Henley:

Re: Inclusions/Exclusions

This is to confirm that the parties to this agreement shall do a complete review of positions for inclusion/exclusion from the bargaining unit.

Yours truly,

Lisa Curran

Lisa Curran
Chief Negotiator

March 31, 2018

Mr. Chris Henley
Employee Relations Officer
Newfoundland & Labrador Association of
Public & Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Henley:

Re: Contractual Employees

This is to confirm our agreement reached during negotiations that contractual employees will only be hired to do bargaining unit work in cases where the Employer is unable to recruit qualified permanent, temporary or part-time employees or when qualified permanent, temporary or part-time employees are not available.

Yours truly,

Lisa Curran
Chief Negotiator

March 31, 2018

Mr. Chris Henley
Employee Relations Officer
Newfoundland & Labrador Association of
Public & Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Henley:

Re: Compressed Work Week

Subject to operational requirements, employees have the opportunity to avail of a compressed work week program, and in conjunction with their permanent head or designate, work out a compressed work week schedule.

Such a compressed work week schedule does not commit either party to a permanent change in the existing hours of work as outlined in Article 10.01 (a) of the Collective Agreement.

Yours truly,

Lisa Curran

Lisa Curran
Chief Negotiator

March 31, 2018

Mr. Chris Henley
Employee Relations Officer
Newfoundland & Labrador Association of
Public & Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Henley:

Re: Dental Plan Review

This is to confirm the Employer's commitment to review the existing Dental Plan.

Yours truly,

Lisa Curran

Lisa Curran
Chief Negotiator

March 31, 2018

Mr. Chris Henley
Employee Relations Officer
Newfoundland & Labrador Association of
Public & Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Henley:

Re: Article 32 - Travel on Employers' Business

The parties agree that the rates contained within Article 32 - Travel on Employers' Business shall be in accordance with those rates set by Treasury Board in accordance with the Joint Committee on Travel on Employer's Business.

Yours truly,

Lisa Curran

Lisa Curran
Chief Negotiator

March 31, 2018

Mr. Chris Henley
Employee Relations Officer
Newfoundland & Labrador Association of
Public & Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Henley:

Re: 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.

Yours truly,

Lisa Curran
Chief Negotiator

March 31, 2018

Mr. Chris Henley
Employee Relations Officer
Newfoundland & Labrador Association of
Public & Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Henley:

Re: Outstanding Grievances

Effective the date of signing, the Employer and Union shall meet within three (3) months for the purpose of resolving all outstanding grievances.

Yours truly,

Lisa Curran
Chief Negotiator

March 31, 2018

Mr. Chris Henley
Employee Relations Officer
Newfoundland & Labrador Association of
Public & Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Henley:

Re: Job Classification System Training

The employer agrees to provide and maintain training to three (3) bargaining unit employees, as selected by the Union, specific to the Employers' Hay Classification system. Such training will be provided at the next available opportunity, as identified by the Employer, and at no cost to the employees.

Yours truly,

Lisa Curran
Chief Negotiator

March 31, 2018

Mr. Chris Henley
Employee Relations Officer
Newfoundland & Labrador Association of
Public & Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Henley:

Re: Career Development Through Continuing Education

The Employer recognizes the benefit of employees enhancing their career goals within the Commission through a variety of career development activities.

Employees participating in such preapproved activities will be eligible to receive up to one hundred percent (100%) of tuition reimbursement subject to budgetary considerations and the demonstration of successful completion of the course.

Yours truly,

Lisa Curran

Lisa Curran
Chief Negotiator

March 31, 2018

Mr. Chris Henley
Employee Relations Officer
Newfoundland & Labrador Association of
Public & Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Henley:

Re: Joint Committee on Qualifications

This is to confirm our agreement to establish a committee comprised of an equal number of representatives of the Union and Employer to discuss employee concerns regarding the qualifications the Employer requires for classifications within the bargaining unit. Discussions are limited to those classifications requiring a minimum qualification of an undergraduate baccalaureate degree.

The committee will meet within three months of signing of the Collective Agreement and will remain in place for one year from the first initial meeting.

Yours truly,

Lisa Curran
Chief Negotiator

March 31, 2018

Mr. Chris Henley
Employee Relations Officer
Newfoundland & Labrador Association of
Public & Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Henley:

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.

Yours truly,

Lisa Curran
Chief Negotiator

March 31, 2018

Mr. Chris Henley
Employee Relations Officer
Newfoundland & Labrador Association of
Public & Private Employees
P.O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Henley:

***Re: Sick Leave Committee**

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.

Yours truly,

Lisa Curran
Chief Negotiator

Workplace Health, Safety and Compensation Commission

Extension of Collective Agreement

THIS AGREEMENT is made effective as of this 3rd day of March, 2020, between **HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR,** represented herein by the Treasury Board; and **THE WORKPLACE HEALTH, SAFETY AND COMPENSATION COMMISSION,** and **THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES**, a body corporate organized and existing under the laws of the Province of Newfoundland and Labrador and having its Registered Office in the City of St. John's aforesaid (hereinafter called the "NAPE").

The parties hereby agree to the following:

1. The parties agree to an extension of the collective agreement to May 31, 2022.

   Furthermore, the parties agree that, save and except the amendments captured within this agreement, the collective agreements will remain the same and will continue in full force and effect until May 31, 2022.

2. **Salary Implementation Formula – Schedule A** (see attached Appendix A)

   June 1, 2020 - 2%
   June 1, 2021 - 1%
   December 1, 2021 - 1%

3. **Letter of Understanding Re: Joint Trusteeship for Group Insurance**

   The parties agree to establish a committee to assess the potential viability of establishing a joint trust arrangement for managing group insurance programs.

   The committee will be established by December 31, 2020 and will conclude its work by December 31, 2021.

4. **Letter of Understanding Re: Pension Plan Saving Associated with CPP Changes**

   The parties acknowledge that changes have been made to the Canada Pension Plan (CPP). These changes include equal increases in future contributions for both employees and Government. Likewise, benefits paid from the CPP will increase. These changes are phased in starting in 2019 and will be fully implemented in 2025.

The current provisions of the Public Service Pension Plan (PSPP) are integrated with the old CPP provisions. Without modifying the PSPP, the contributions and benefits of the combined PSPP and CPP would be greater than what was contemplated under pension reform.

As a result, the parties agree to the following:

- No later than August 31, 2020, the parties bring this issue to the Joint Sponsorship Body with the intent to identify what adjustments can be made to the contributions and future benefits of the PSPP to maintain the same level of benefits for the combined PSPP and CPP.

- Contribution and benefit accrual changes only apply to future service. Past service benefits accrued will be maintained under prior formula up until the changeover date.

5. **Letter of Understanding Re: Other Post-Employment Benefits ("OPEB") Eligibility** (see attached Appendix B)

The parties agree to amend the Letter of Understanding Re: Other Post-Employment Benefits ("OPEB") Eligibility as follows:

a) All current employees as March 31, 2020 will be eligible for 50/50 premium sharing if they qualify for post-employment benefit coverage.
b) All employees hired after March 31, 2020 will share 60% (employee) and 40% (employer) if they qualify for post-employment benefit coverage.

Notwithstanding the above, the Employer maintains its right to administer and/or modify the post-employment group insurance programs.

President of Treasury Board

Witness

President, NAPE

Witness

APPENDIX A
Schedule A
Workplace Health, Safety & Compensation Commission Salary Scales
Effective June 1, 2020

Job title	Points	Step 1	Step 2	Step 3	Step 4
DICTA TYPIST	147	$36,083	$37,284	$38,525	$39,809
INTERNAL REVIEW SUPPORT CLERK	169	$37,787	$39,046	$40,346	$41,689
ASSESSMENT SUPPORT CLERK	169	$37,787	$39,046	$40,346	$41,689
FINANCE CLERK	169	$37,787	$39,046	$40,346	$41,689
IP/FM SUPPORT CLERK	169	$37,787	$39,046	$40,346	$41,689
CLERK TYP/ENQUIRY CLK, REG OFF	182	$38,795	$40,087	$41,422	$42,801
SECRETARY, COMPENSATION SERV	182	$38,795	$40,087	$41,422	$42,801
SECRETARY, HEALTH CARE	182	$38,795	$40,087	$41,422	$42,801
SECRETARY, PREVENTION	182	$38,795	$40,087	$41,422	$42,801
SECRETARY, HUMAN RESOURCES	182	$38,795	$40,087	$41,422	$42,801
NWISP CLERK	182	$38,795	$40,087	$41,422	$42,801
NWISP STATISTICS/X-RAY FILM CLERK	182	$38,795	$40,087	$41,422	$42,801
INTERNAL REVIEW CLERK	187	$39,182	$40,487	$41,835	$43,229
INFORMATION OFFICER	190	$39,415	$40,728	$42,084	$43,486
CLAIMS REGISTRATION CLERK	194	$39,725	$41,048	$42,415	$43,827
ADMIN. ASSIST, COMPEN SERV	203	$40,423	$41,769	$43,160	$44,597
ADMIN. ASSIST, CORP GOVN /PLAN	203	$40,423	$41,769	$43,160	$44,597
ADMIN. ASSIST, ASSESSMENTS	203	$40,423	$41,769	$43,160	$44,597
ADMIN. ASSIST, PREVENTION	203	$40,423	$41,769	$43,160	$44,597
ADMIN ASSIST, FINANCE	203	$40,423	$41,769	$43,160	$44,597
ADMINISTRATIVE OFFICER, INTERNAL REVIEW	208	$40,810	$42,169	$43,573	$45,025
RECORDS ANALYST	208	$40,810	$42,169	$43,573	$45,025
SENIOR HEALTH CARE SERVICES ASSIST	213	$41,198	$42,570	$43,988	$45,452
ISERIES COMPUTER OPERATOR	228	$42,361	$43,771	$45,229	$46,735
ADMIN ASSIST, REGIONAL OFFICE	233	$42,748	$44,172	$45,643	$47,163

ASSISTANT BUILDING SUPERINTENDENT	240	$43,291	$44,732	$46,221	$47,760
PURCHASING CLERK	245	$43,678	$45,133	$46,635	$48,189
HEALTH CARE BENEFITS ASSISTANT	252	$44,220	$45,693	$47,215	$48,787
COLLECTIONS REPRESENTATIVE	252	$44,220	$45,693	$47,215	$48,787
VENDOR LIAISON	252	$44,220	$45,693	$47,215	$48,787
INFORMATION SYSTEMS ASSISTANT	261	$44,918	$46,413	$47,958	$49,556
EMPLOYER ASSESSMENT REP	298	$47,786	$49,377	$51,021	$52,721
EMPLOYER REGISTRATION REP	298	$47,786	$49,377	$51,021	$52,721
MARKETING ADVISOR	308	$48,561	$50,178	$51,849	$53,576
GRAPHIC DESIGNER	308	$48,561	$50,178	$51,849	$53,576
BUILDING SUPERINTENDENT	308	$48,561	$50,178	$51,849	$53,576
CLIENT SERVICE ASSISTANT	319	$49,414	$51,059	$52,760	$54,516
		$24,688	$25,510	$26,360	$27,238
COLLECTIONS OFFICER	333	$50,499	$52,181	$53,919	$55,714
ACCOUNTING ASSISTANT	333	$50,499	$52,181	$53,919	$55,714
IP/FM TEAM SUPERVISOR	333	$50,499	$52,181	$53,919	$55,714
SUPERVISOR OF CLAIMS REGISTRATION	334	$50,577	$52,261	$54,001	$55,799
COORDINATOR OH&S COMMITTEE	344	$51,352	$53,061	$54,828	$56,654
EXTENDED SERVICES ADJUDICATOR	353	$52,049	$53,782	$55,573	$57,423
ACCOUNTING ANALYST	353	$52,049	$53,782	$55,573	$57,423
PROGRAM ANALYST, HEALTH & SAFETY	382	$54,297	$56,105	$57,974	$59,905
BUYER	383	$54,374	$56,185	$58,055	$59,988
PROGRAMMER	391	$54,994	$56,825	$58,717	$60,673
COMPUTER SUPPORT SPECIALIST	391	$54,994	$56,825	$58,717	$60,673
INVESTIGATOR	404	$56,002	$57,867	$59,793	$61,784
WEB MASTER	404	$56,002	$57,867	$59,793	$61,784
ESRTW FACILITATOR	432	$58,173	$60,110	$62,111	$64,179

INTAKE ADJUDICATOR	449	$59,490	$61,471	$63,518	$65,634
PENSIONS ADJUDICATOR	449	$59,490	$61,471	$63,518	$65,634
SENIOR PROGRAMMER	449	$59,490	$61,471	$63,518	$65,634
YOUTH COORDINATOR	449	$59,490	$61,471	$63,518	$65,634
AUDITOR	479	$61,815	$63,873	$66,000	$68,198
LEGAL ADJUSTER	516	$64,683	$66,838	$69,063	$71,363
FINANCIAL ANALYST (FINANCE)	516	$64,683	$66,838	$69,063	$71,363
INVESTIGATIONS TEAM LEAD	516	$64,683	$66,838	$69,063	$71,363
HEALTH & SAFETY OFFICER, HR	516	$64,683	$66,838	$69,063	$71,363
HEALTH & SAFETY ADVISOR	516	$64,683	$66,838	$69,063	$71,363
PROGRAM DEVELOPMENT COORD (H&S)	519	$64,916	$67,077	$69,311	$71,619
FINANCIAL ANALYST (CLASS/BASE)	539	$66,466	$68,680	$70,967	$73,330
FINANCIAL ANALYST (PRIME)	539	$66,466	$68,680	$70,967	$73,330
SENIOR PROGRAMMER ANALYST	551	$67,395	$69,639	$71,959	$74,355
TECHNICAL ANALYST (PC/LAN)	551	$67,395	$69,639	$71,959	$74,355
TECHNICIAL ANALYST (ISERIES)	551	$67,395	$69,639	$71,959	$74,355
BUSINESS ANALYST	551	$67,395	$69,639	$71,959	$74,355
RETURN TO WORK PROGRAM COORD	551	$67,395	$69,639	$71,959	$74,355
ASSESSMENT ANALYST	551	$67,395	$69,639	$71,959	$74,355
COLLECTIONS ANALYST	551	$67,395	$69,639	$71,959	$74,355
QUALITY ASSURANCE ANALYST	551	$67,395	$69,639	$71,959	$74,355
LABOUR MARKET RE-ENTRY COORD	551	$67,395	$69,639	$71,959	$74,355
HEALTH & SAFETY ADVISOR/TRAINER	551	$67,395	$69,639	$71,959	$74,355
EPIDEMIOLOGIST	551	$67,395	$69,639	$71,959	$74,355
SENIOR FINANCIAL ANALYST	571	$68,946	$71,242	$73,614	$76,065
REVIEW DIVISION REPRESENTATIVE	571	$68,946	$71,242	$73,614	$76,065
CASE MANAGER	571	$68,946	$71,242	$73,614	$76,065
CASE MANAGER/TRAINER	571	$68,946	$71,242	$73,614	$76,065
SENIOR HEALTH & SAFETY ADVISOR	588	$70,264	$72,604	$75,021	$77,519
OH&S BUSINESS SYSTEMS LEAD	588	$70,264	$72,604	$75,021	$77,519
INTERNAL REVIEW SPECIALIST	594	$70,729	$73,084	$75,518	$78,032
APPLICATION SUPPORT ANALYST (EMPLOYER SERVICES)	611	$72,047	$74,446	$76,924	$79,486
APPLICATION SUPPORT ANALYST (DATABASE)	611	$72,047	$74,446	$76,924	$79,486

APPLICATION SUPPORT ANALYST (WEB SERVICES)	611	$72,047	$74,446	$76,924	$79,486
TECH AY/ADMIN (ISERIES)	611	$72,047	$74,446	$76,924	$79,486
TECH AY/ADMIN (PC/LAN)	611	$72,047	$74,446	$76,924	$79,486
AUDIT TEAM LEAD	611	$72,047	$74,446	$76,924	$79,486
INDUSTRIAL HYGIENIST	634	$73,830	$76,288	$78,829	$81,454

Workplace Health, Safety & Compensation Commission Salary Scales
Effective June 1, 2021

Job title	Points	Step 1	Step 2	Step 3	Step 4
DICTA TYPIST	147	$36,443	$37,657	$38,911	$40,207
INTERNAL REVIEW SUPPORT CLERK	169	$38,165	$39,436	$40,750	$42,106
ASSESSMENT SUPPORT CLERK	169	$38,165	$39,436	$40,750	$42,106
FINANCE CLERK	169	$38,165	$39,436	$40,750	$42,106
IP/FM SUPPORT CLERK	169	$38,165	$39,436	$40,750	$42,106
CLERK TYP/ENQUIRY CLK, REG OFF	182	$39,183	$40,488	$41,836	$43,229
SECRETARY, COMPENSATION SERV	182	$39,183	$40,488	$41,836	$43,229
SECRETARY, HEALTH CARE	182	$39,183	$40,488	$41,836	$43,229
SECRETARY, PREVENTION	182	$39,183	$40,488	$41,836	$43,229
SECRETARY, HUMAN RESOURCES	182	$39,183	$40,488	$41,836	$43,229
NWISP CLERK	182	$39,183	$40,488	$41,836	$43,229
NWISP STATISTICS/X-RAY FILM CLERK	182	$39,183	$40,488	$41,836	$43,229
INTERNAL REVIEW CLERK	187	$39,574	$40,892	$42,254	$43,661
INFORMATION OFFICER	190	$39,809	$41,135	$42,505	$43,921
CLAIMS REGISTRATION CLERK	194	$40,122	$41,458	$42,839	$44,266
ADMIN. ASSIST, COMPEN SERV	203	$40,827	$42,187	$43,592	$45,043
ADMIN. ASSIST, CORP GOVN /PLAN	203	$40,827	$42,187	$43,592	$45,043
ADMIN. ASSIST, ASSESSMENTS	203	$40,827	$42,187	$43,592	$45,043
ADMIN. ASSIST, PREVENTION	203	$40,827	$42,187	$43,592	$45,043
ADMIN ASSIST, FINANCE	203	$40,827	$42,187	$43,592	$45,043
ADMINISTRATIVE OFFICER, INTERNAL REVIEW	208	$41,218	$42,591	$44,009	$45,475
RECORDS ANALYST	208	$41,218	$42,591	$44,009	$45,475
SENIOR HEALTH CARE SERVICES ASSIST	213	$41,610	$42,995	$44,427	$45,907
ISERIES COMPUTER OPERATOR	228	$42,784	$44,209	$45,681	$47,203
ADMIN ASSIST, REGIONAL OFFICE	233	$43,176	$44,614	$46,099	$47,634
ASSISTANT BUILDING SUPERINTENDENT	240	$43,724	$45,179	$46,684	$48,238

PURCHASING CLERK	245	$44,115	$45,584	$47,102	$48,671
HEALTH CARE BENEFITS ASSISTANT	252	$44,662	$46,150	$47,687	$49,274
COLLECTIONS REPRESENTATIVE	252	$44,662	$46,150	$47,687	$49,274
VENDOR LIAISON	252	$44,662	$46,150	$47,687	$49,274
INFORMATION SYSTEMS ASSISTANT	261	$45,367	$46,877	$48,438	$50,051
EMPLOYER ASSESSMENT REP	298	$48,264	$49,871	$51,532	$53,248
EMPLOYER REGISTRATION REP	298	$48,264	$49,871	$51,532	$53,248
MARKETING ADVISOR	308	$49,047	$50,680	$52,367	$54,111
GRAPHIC DESIGNER	308	$49,047	$50,680	$52,367	$54,111
BUILDING SUPERINTENDENT	308	$49,047	$50,680	$52,367	$54,111
CLIENT SERVICE ASSISTANT	319	$49,908	$51,570	$53,287	$55,061
		$24,935	$25,765	$26,623	$27,510
COLLECTIONS OFFICER	333	$51,004	$52,703	$54,458	$56,272
ACCOUNTING ASSISTANT	333	$51,004	$52,703	$54,458	$56,272
IP/FM TEAM SUPERVISOR	333	$51,004	$52,703	$54,458	$56,272
SUPERVISOR OF CLAIMS REGISTRATION	334	$51,082	$52,783	$54,541	$56,357
COORDINATOR OH&S COMMITTEE	344	$51,865	$53,592	$55,376	$57,220
EXTENDED SERVICES ADJUDICATOR	353	$52,569	$54,319	$56,128	$57,997
ACCOUNTING ANALYST	353	$52,569	$54,319	$56,128	$57,997
PROGRAM ANALYST, HEALTH & SAFETY	382	$54,840	$56,666	$58,553	$60,504
BUYER	383	$54,918	$56,747	$58,636	$60,588
PROGRAMMER	391	$55,544	$57,393	$59,304	$61,279
COMPUTER SUPPORT SPECIALIST	391	$55,544	$57,393	$59,304	$61,279
INVESTIGATOR	404	$56,562	$58,445	$60,391	$62,402
WEB MASTER	404	$56,562	$58,445	$60,391	$62,402
ESRTW FACILITATOR	432	$58,754	$60,711	$62,732	$64,821
INTAKE ADJUDICATOR	449	$60,085	$62,086	$64,154	$66,290
PENSIONS ADJUDICATOR	449	$60,085	$62,086	$64,154	$66,290
SENIOR PROGRAMMER	449	$60,085	$62,086	$64,154	$66,290

YOUTH COORDINATOR	449	$60,085	$62,086	$64,154	$66,290
AUDITOR	479	$62,433	$64,512	$66,660	$68,880
LEGAL ADJUSTER	516	$65,330	$67,506	$69,754	$72,077
FINANCIAL ANALYST (FINANCE)	516	$65,330	$67,506	$69,754	$72,077
INVESTIGATIONS TEAM LEAD	516	$65,330	$67,506	$69,754	$72,077
HEALTH & SAFETY OFFICER, HR	516	$65,330	$67,506	$69,754	$72,077
HEALTH & SAFETY ADVISOR	516	$65,330	$67,506	$69,754	$72,077
PROGRAM DEVELOPMENT COORD (H&S)	519	$65,565	$67,748	$70,004	$72,335
FINANCIAL ANALYST (CLASS/BASE)	539	$67,131	$69,366	$71,676	$74,063
FINANCIAL ANALYST (PRIME)	539	$67,131	$69,366	$71,676	$74,063
SENIOR PROGRAMMER ANALYST	551	$68,069	$70,336	$72,679	$75,098
TECHNICAL ANALYST (PC/LAN)	551	$68,069	$70,336	$72,679	$75,098
TECHNICIAL ANALYST (ISERIES)	551	$68,069	$70,336	$72,679	$75,098
BUSINESS ANALYST	551	$68,069	$70,336	$72,679	$75,098
RETURN TO WORK PROGRAM COORD	551	$68,069	$70,336	$72,679	$75,098
ASSESSMENT ANALYST	551	$68,069	$70,336	$72,679	$75,098
COLLECTIONS ANALYST	551	$68,069	$70,336	$72,679	$75,098
QUALITY ASSURANCE ANALYST	551	$68,069	$70,336	$72,679	$75,098
LABOUR MARKET RE-ENTRY COORD	551	$68,069	$70,336	$72,679	$75,098
HEALTH & SAFETY ADVISOR/TRAINER	551	$68,069	$70,336	$72,679	$75,098
EPIDEMIOLOGIST	551	$68,069	$70,336	$72,679	$75,098
SENIOR FINANCIAL ANALYST	571	$69,635	$71,954	$74,351	$76,826
REVIEW DIVISION REPRESENTATIVE	571	$69,635	$71,954	$74,351	$76,826
CASE MANAGER	571	$69,635	$71,954	$74,351	$76,826
CASE MANAGER/TRAINER	571	$69,635	$71,954	$74,351	$76,826
SENIOR HEALTH & SAFETY ADVISOR	588	$70,966	$73,330	$75,771	$78,294
OH&S BUSINESS SYSTEMS LEAD	588	$70,966	$73,330	$75,771	$78,294
INTERNAL REVIEW SPECIALIST	594	$71,436	$73,815	$76,273	$78,812
APPLICATION SUPPORT ANALYST (EMPLOYER SERVICES)	611	$72,767	$75,190	$77,694	$80,280
APPLICATION SUPPORT ANALYST (DATABASE)	611	$72,767	$75,190	$77,694	$80,280
APPLICATION SUPPORT ANALYST (WEB SERVICES)	611	$72,767	$75,190	$77,694	$80,280
TECH AY/ADMIN (ISERIES)	611	$72,767	$75,190	$77,694	$80,280
TECH AY/ADMIN (PC/LAN)	611	$72,767	$75,190	$77,694	$80,280

AUDIT TEAM LEAD	611	$72,767	$75,190	$77,694	$80,280
INDUSTRIAL HYGIENIST	634	$74,568	$77,051	$79,617	$82,269

Workplace Health, Safety & Compensation Commission Salary Scales
Effective December 1, 2021

Job title	Points	Step 1	Step 2	Step 3	Step 4
DICTA TYPIST	147	$36,808	$38,033	$39,300	$40,609
INTERNAL REVIEW SUPPORT CLERK	169	$38,546	$39,830	$41,157	$42,527
ASSESSMENT SUPPORT CLERK	169	$38,546	$39,830	$41,157	$42,527
FINANCE CLERK	169	$38,546	$39,830	$41,157	$42,527
IP/FM SUPPORT CLERK	169	$38,546	$39,830	$41,157	$42,527
CLERK TYP/ENQUIRY CLK, REG OFF	182	$39,574	$40,893	$42,255	$43,662
SECRETARY, COMPENSATION SERV	182	$39,574	$40,893	$42,255	$43,662
SECRETARY, HEALTH CARE	182	$39,574	$40,893	$42,255	$43,662
SECRETARY, PREVENTION	182	$39,574	$40,893	$42,255	$43,662
SECRETARY, HUMAN RESOURCES	182	$39,574	$40,893	$42,255	$43,662
NWISP CLERK	182	$39,574	$40,893	$42,255	$43,662
NWISP STATISTICS/X-RAY FILM CLERK	182	$39,574	$40,893	$42,255	$43,662
INTERNAL REVIEW CLERK	187	$39,970	$41,301	$42,676	$44,098
INFORMATION OFFICER	190	$40,207	$41,546	$42,930	$44,360
CLAIMS REGISTRATION CLERK	194	$40,523	$41,873	$43,267	$44,708
ADMIN. ASSIST, COMPEN SERV	203	$41,235	$42,609	$44,028	$45,494
ADMIN. ASSIST, CORP GOVN /PLAN	203	$41,235	$42,609	$44,028	$45,494
ADMIN. ASSIST, ASSESSMENTS	203	$41,235	$42,609	$44,028	$45,494
ADMIN. ASSIST, PREVENTION	203	$41,235	$42,609	$44,028	$45,494
ADMIN ASSIST, FINANCE	203	$41,235	$42,609	$44,028	$45,494
ADMINISTRATIVE OFFICER, INTERNAL REVIEW	208	$41,630	$43,016	$44,449	$45,930
RECORDS ANALYST	208	$41,630	$43,016	$44,449	$45,930
SENIOR HEALTH CARE SERVICES ASSIST	213	$42,026	$43,425	$44,872	$46,366
ISERIES COMPUTER OPERATOR	228	$43,212	$44,651	$46,138	$47,675
ADMIN ASSIST, REGIONAL OFFICE	233	$43,607	$45,060	$46,560	$48,111
ASSISTANT BUILDING SUPERINTENDENT	240	$44,161	$45,631	$47,150	$48,720

PURCHASING CLERK	245	$44,556	$46,040	$47,573	$49,157
HEALTH CARE BENEFITS ASSISTANT	252	$45,109	$46,611	$48,164	$49,767
COLLECTIONS REPRESENTATIVE	252	$45,109	$46,611	$48,164	$49,767
VENDOR LIAISON	252	$45,109	$46,611	$48,164	$49,767
INFORMATION SYSTEMS ASSISTANT	261	$45,821	$47,346	$48,922	$50,552
EMPLOYER ASSESSMENT REP	298	$48,746	$50,370	$52,047	$53,780
EMPLOYER REGISTRATION REP	298	$48,746	$50,370	$52,047	$53,780
MARKETING ADVISOR	308	$49,537	$51,186	$52,891	$54,652
GRAPHIC DESIGNER	308	$49,537	$51,186	$52,891	$54,652
BUILDING SUPERINTENDENT	308	$49,537	$51,186	$52,891	$54,652
CLIENT SERVICE ASSISTANT	319	$50,407	$52,085	$53,820	$55,612
		$25,184	$26,023	$26,890	$27,786
COLLECTIONS OFFICER	333	$51,514	$53,230	$55,003	$56,834
ACCOUNTING ASSISTANT	333	$51,514	$53,230	$55,003	$56,834
IP/FM TEAM SUPERVISOR	333	$51,514	$53,230	$55,003	$56,834
SUPERVISOR OF CLAIMS REGISTRATION	334	$51,593	$53,311	$55,086	$56,921
COORDINATOR OH&S COMMITTEE	344	$52,384	$54,128	$55,930	$57,793
EXTENDED SERVICES ADJUDICATOR	353	$53,095	$54,863	$56,690	$58,577
ACCOUNTING ANALYST	353	$53,095	$54,863	$56,690	$58,577
PROGRAM ANALYST, HEALTH & SAFETY	382	$55,388	$57,233	$59,139	$61,109
BUYER	383	$55,467	$57,314	$59,222	$61,194
PROGRAMMER	391	$56,100	$57,967	$59,898	$61,892
COMPUTER SUPPORT SPECIALIST	391	$56,100	$57,967	$59,898	$61,892
INVESTIGATOR	404	$57,128	$59,030	$60,995	$63,026
WEB MASTER	404	$57,128	$59,030	$60,995	$63,026
ESRTW FACILITATOR	432	$59,342	$61,318	$63,359	$65,469
INTAKE ADJUDICATOR	449	$60,686	$62,707	$64,795	$66,953
PENSIONS ADJUDICATOR	449	$60,686	$62,707	$64,795	$66,953

SENIOR PROGRAMMER	449	$60,686	$62,707	$64,795	$66,953
YOUTH COORDINATOR	449	$60,686	$62,707	$64,795	$66,953
AUDITOR	479	$63,058	$65,157	$67,327	$69,569
LEGAL ADJUSTER	516	$65,983	$68,181	$70,451	$72,798
FINANCIAL ANALYST (FINANCE)	516	$65,983	$68,181	$70,451	$72,798
INVESTIGATIONS TEAM LEAD	516	$65,983	$68,181	$70,451	$72,798
HEALTH & SAFETY OFFICER, HR	516	$65,983	$68,181	$70,451	$72,798
HEALTH & SAFETY ADVISOR	516	$65,983	$68,181	$70,451	$72,798
PROGRAM DEVELOPMENT COORD (H&S)	519	$66,221	$68,425	$70,704	$73,059
FINANCIAL ANALYST (CLASS/BASE)	539	$67,802	$70,060	$72,393	$74,804
FINANCIAL ANALYST (PRIME)	539	$67,802	$70,060	$72,393	$74,804
SENIOR PROGRAMMER ANALYST	551	$68,750	$71,039	$73,405	$75,849
TECHNICAL ANALYST (PC/LAN)	551	$68,750	$71,039	$73,405	$75,849
TECHNICIAL ANALYST (ISERIES)	551	$68,750	$71,039	$73,405	$75,849
BUSINESS ANALYST	551	$68,750	$71,039	$73,405	$75,849
RETURN TO WORK PROGRAM COORD	551	$68,750	$71,039	$73,405	$75,849
ASSESSMENT ANALYST	551	$68,750	$71,039	$73,405	$75,849
COLLECTIONS ANALYST	551	$68,750	$71,039	$73,405	$75,849
QUALITY ASSURANCE ANALYST	551	$68,750	$71,039	$73,405	$75,849
LABOUR MARKET RE-ENTRY COORD	551	$68,750	$71,039	$73,405	$75,849
HEALTH & SAFETY ADVISOR/TRAINER	551	$68,750	$71,039	$73,405	$75,849
EPIDEMIOLOGIST	551	$68,750	$71,039	$73,405	$75,849
SENIOR FINANCIAL ANALYST	571	$70,332	$72,674	$75,094	$77,594
REVIEW DIVISION REPRESENTATIVE	571	$70,332	$72,674	$75,094	$77,594
CASE MANAGER	571	$70,332	$72,674	$75,094	$77,594
CASE MANAGER/TRAINER	571	$70,332	$72,674	$75,094	$77,594
SENIOR HEALTH & SAFETY ADVISOR	588	$71,676	$74,063	$76,529	$79,077
OH&S BUSINESS SYSTEMS LEAD	588	$71,676	$74,063	$76,529	$79,077
INTERNAL REVIEW SPECIALIST	594	$72,150	$74,553	$77,036	$79,600
APPLICATION SUPPORT ANALYST (EMPLOYER SERVICES)	611	$73,495	$75,942	$78,471	$81,083
APPLICATION SUPPORT ANALYST (DATABASE)	611	$73,495	$75,942	$78,471	$81,083
APPLICATION SUPPORT ANALYST (WEB SERVICES)	611	$73,495	$75,942	$78,471	$81,083
TECH AY/ADMIN (ISERIES)	611	$73,495	$75,942	$78,471	$81,083

TECH AY/ADMIN (PC/LAN)	611	$73,495	$75,942	$78,471	$81,083
AUDIT TEAM LEAD	611	$73,495	$75,942	$78,471	$81,083
INDUSTRIAL HYGIENIST	634	$75,314	$77,821	$80,413	$83,091

Amended by *Extension of Collective Agreement* dated April 1, 2020

APPENDIX B
LETTER OF UNDERSTANDING
Re: Other Post-Employment Benefits ("OPEB") Eligibility

The parties hereby confirm and acknowledge:

1. Former employees who are deferred pensioners within the meaning of the *Other Post-Employment Benefits Modification Act*, S.N.L. 2014 c.O-9 (the "Act") shall, as of the coming into force of the Act, only be entitled to OPEB in accordance with the Act.

2. Current employees as of the date of signing of the collective agreement who retire not later than December 31, 2019, with a minimum of five (5) years' pensionable service shall qualify for OPEB.

3. Current employees as of the date of signing of the collective agreement who retire after December 31, 2019, shall qualify for OPEB only where such employees are:
    a. Pension eligible;
    b. Have a minimum of ten (10) years' pensionable service; and
    c. Retire and commence receipt of a pension immediately on ceasing active employment in the public service.

4. Employees who are hired subsequent to the date of signing of the collective agreement ("Newly Hired Employees"), shall qualify for OPEB only where such employees are:
    a. Pension eligible;
    b. Have a minimum of fifteen (15) years' pensionable service; and
    c. Retire and commence receipt of a pension immediately on ceasing active employment in the public service.

5. Former employees who are rehired following loss of seniority subsequent to the date of signing of the collective agreement shall be considered to be Newly Hired Employees for the purpose of this Letter of Understanding.

6. Notwithstanding clause 5 above:
    a. Employees with service prior to the date of signing of the collective agreement who are hired subsequent to the date of signing of the collective agreement who retain portability of benefits under the collective agreement; or

    b. Employees with service prior to the date of signing of the Collective Agreement who are employed outside the bargaining unit in the public service and are re-employed in a NAPE Public Service bargaining unit position subsequent to the date of signing of the Collective Agreement without a break in service in the Public Service shall not be considered to be Newly Hired Employees for the purpose of the this Letter of Understanding.

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

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

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. Newly Hired Employees who become entitled to OPEB pursuant to clause 4 above shall pay premiums of the plan on the basis of their date of hire as follows:
   a) employees hired up to March 31, 2020 shall pay 50% of the premiums of the plan and the employer shall pay 50%; and
   b) employees hired subsequent to March 31, 2020 shall pay 60% of the premiums of the plan and the employer shall pay 40%.

10. Former employees who are rehired subsequent to March 31, 2020 and who become entitled to OPEB pursuant to clause 4 above shall be required to pay premiums in accordance with clause 9b) above.

11. 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.

12. 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....

13. 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.