

# of Members: 180

180			No. 7. 10. 1950	
90 07 31			SOURCE	
96 08 01			EFF.	
90 07 31			TERM.	
180			No. of EMPLOYEES	
180			NOMINATED	

15X

**THIS AGREEMENT**

made this 27th day of November Anno Domini, One Thousand Nine Hundred and Eighty-six.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND**, represented herein by the Minister of Rural, Agricultural and Northern Development,

**THE NEWFOUNDLAND FARM PRODUCTS CORPORATION**, a Corporation established under Section 2 of the Newfoundland Farm Products Corporation Act, 1963, (hereinafter referred to as the "Employer" or "Corporation" as the case may be)

of the one part;

**AND**

**THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES**, a body corporate organized and existing under the laws of the Province of Newfoundland and having its registered office in the City of St. John's aforesaid (hereinafter called the "Union");

of the other part;

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

1986-11-27

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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 there is conflict between the contents of this Agreement, including all memorandums of understanding, letters of intent, attached appendix and schedules, and any regulation made by the Employer, the contents of this Agreement, including the above referred to attachments, shall take precedence over the said regulation.
- 1.03 No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.
- 1.04 In the event that any law passed by the Government of Newfoundland or Canada renders null and void or reduces any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

**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 class title and pay range number.
- (c) “Day” means a working day unless otherwise stated in this Agreement.
- (d) “Employee” means a person who is employed in a classification falling within the bargaining unit.
- (e) “President” means the President of the Newfoundland Farm Products Corporation.
- (f) “Holiday” means the twenty-four hour period commencing at 12:01 a.m. of a day designated as a holiday in this Agreement.
- (g) “Seniority” means length of service with the Newfoundland Farm Products Corporation.
- (h) “Plant Manager” means the Plant Manager of the Newfoundland Farm Products Corporation in St. John’s or the Newfoundland Farm Products Corporation in Comer Brook.
- (i) “Day of rest” means a calendar day on which an employee is not ordinarily required to perform the duties of his position other than:
  - (i) a designated holiday;
  - (ii) a calendar day on which the employee is on leave of absence.
- (j) “Notice” means notice in writing which is hand delivered or by registered mail.
- (k) “Permanent employee” means a person who has completed his probationary period and is employed on a full-time basis without refer-

ence to any specific date of termination of service.

- (l) “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 but does not include seasonal or probationary employees.
- (m) “Part-time employee” means a person who is scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
- (n) “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.

2.02 For the purpose of this Agreement, the male shall be deemed to include the female and vice versa.

### **ARTICLE 3 RECOGNITION**

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for the classes of employees of Newfoundland Farm Products Corporation as listed in Schedule “A”.
- 3.02 When new classifications are developed, the Employer agrees to consult with the Union as to whether such classifications should be included in the bargaining unit. Should the Union and the Em-

ployer be unable to agree, the matter shall be referred to the Labour Relations Board.

- 3.03 (a) Subject to 3.03 (b), the classifications and rates of pay included in this Agreement shall not be changed during the life of the Agreement, except by the mutual consent of the parties to this Agreement.
- (b) If any new classifications coming within the bargaining unit are created during the term of this Agreement, the following procedures shall apply:
- i) The Employer will immediately notify the Union in writing as to the nature of the new classifications together with the rate of pay;
  - ii) The Union, after consultation on the Employer's position, will respond in writing outlining its reasons for rejection of the Employer's position within ten (10) working days of receipt of the above notification;
  - iii) If there is failure to agree upon the rate of pay for the new classifications, the matter shall be submitted to arbitration. In this connection, it is understood that while an arbitration decision is pending the Employer retains the right to hire at the new job rate initially set by the Employer.
- (c) Promotions and/or demotions will continue to be handled as at present. Accordingly, employees will retain their existing pay rate in the event of demotion, except in cases of a voluntary demotion or a demotion for cause.



**ARTICLE 4  
EMPLOYEE RIGHTS**

- 4.01 Notwithstanding anything contained in this Agreement, an employee may present a personal complaint to his Plant Manager.

**ARTICLE 5  
MANAGEMENT RIGHTS**

- 5.01 All functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement, are recognized by the Union as being retained by the Employer.

Should a question arise *as* to the exercise of management's right in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedure.

**ARTICLE 6  
CHECKOFF**

- 6.01 The Employer agrees to deduct from the wages of each employee the amount of membership dues or other assessments as stipulated and forward same monthly to the Association accompanied by a list of employees showing the contribution of each.

**ARTICLE 7  
MAINTENANCE OF MEMBERSHIP**

- 7.01 The Employer agrees that all employees, who at the date of the signing of this Agreement, were members of the Union and those employees who became members after the signing of this Agreement, shall, as a condition of employment, maintain their membership in the Union.

- 7.02 Employees hired subsequent to the date of the signing of this Agreement shall, as a condition of employment, become members of the Union.
- 7.03 The Employer agrees to provide new employees with the following information:
- (a) duties and responsibilities;
  - (b) starting salary and classification;
  - (c) terms and conditions of employment;
  - (d) a copy of the collective agreement;
  - (e) a Shop Steward shall be informed of all new employees hired by the Employer.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

- 8.01 It is agreed that it is of mutual interest to both the Employer and the Union that any grievance arising over the application, interpretation or alleged violation of any of the terms of this Agreement, including a question as to whether a matter is arbitrable, be settled as expeditiously as possible in accordance with the procedure set forth hereunder.
- 8.02 Grievances other than those referred to in 8.01 shall be subject only to the first three (3) steps of the grievance procedure and the decision rendered at Step III shall be final and binding and no further action taken thereon.
- 8.03 The Union will appoint and the Employer will recognize a committee of three (3) members, all regular employees of the Pleasantville Plant, and a committee of three (3) members, all regular employees of the Corner Brook Plant to deal with complaints and grievances. These committees shall be known as the Grievance Committees. The Union shall inform the Company in writing of the names of the committee members.

8.04 All grievances shall be processed without stoppage of work according to the following procedure:

**Step I:**

An employee who has a grievance shall first present his grievance verbally to the Foreman concerned, within three (3) working days of the occurrence or discovery of the alleged grievance and the Foreman shall render his decision within three (3) days of the receipt of the grievance. Such an employee may be accompanied by a Shop Steward or the Shop Steward may initiate the grievance on behalf of the employee.

**Step II:**

Should the verbal decision given under Step I not be acceptable, the employee, accompanied by a member of the Grievance Committee, may, within five (5) days, discuss the matter with the Plant Manager or his designated representative. The Employer may require that a grievance presented at this stage be in writing and that full details of the alleged grievances be provided. The Plant Manager or his designated representative shall, within five (5) days, render his decision to the aggrieved employee.

**Step III:**

If the grievance has not been settled at Step II, the grievor or the Grievance Committee, shall, within five (5) days of the decision rendered under Step II, submit the grievance in writing to the President or his designated representative. A representative of the Union may be called in if desired by either party. The President shall render his decision to the grievor within five (5) days of the receipt of the grievance under this Step.

**Step IV:**

If, after exhausting the foregoing procedure, the grievance has not been settled, either party may, within five (5) days, notify the other party, in writing, of its desire to submit the matter to arbitration.

**8.05 Sole Arbitrator**

Subject to Clause 8.06, where either party refers a dispute to arbitration, it shall be dealt with by a mutually agreed upon sole arbitrator. In the event of their failure to agree, the Arbitrator shall be appointed by the Chairman of the Labour Relations Board.

**8.06 Arbitration Board**

Where a grievance involving a question of general application or interpretation is referred to arbitration, either party may, in its notice of such action or in response to such notification (whichever is appropriate), notify the other party that it wishes to have the dispute dealt with by an Arbitration Board composed of three (3) members.

8.07 The party giving notice under Clause 8.06 shall concurrently name an Arbitrator and shall notify the other party of the name and address of its appointee. If the party giving such notice is not the party referring the dispute to arbitration, the notification will be given within five (5) days of receipt of notice that the matter is being referred to arbitration.

8.08 The party to whom notice is given under clause 8.06 shall, within five (5) days, name an Arbitrator and shall notify the other party of the name and address of their nominee.

8.09 The appointees of the parties nominated in accordance with clause 8.07 and 8.08 shall, within seven (7) days of the appointment of the last named ap-

pointee by either party, select a Chairman upon whom they both agree. In the event of their failure to agree, the Chairman shall be appointed by the Chairman of the Labour Relations Board, who shall make such an appointment from the Panel of Arbitration Chairmen developed by the Newfoundland Labour-Management Co-operation Committee.

- 8.10 No person who has any pecuniary interest in the matters referred to an Arbitration Board, or who is acting or who has, within a period of six (6) months preceding the date of his appointment, acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties, shall be appointed to or act as a member of an Arbitration Board.
- 8.11 Arbitration awards shall be final and binding on both parties.
- 8.12 A sole Arbitrator or Board shall have the power to amend disciplinary measures imposed by the Employer but the Arbitrator or Arbitration Board may not alter, modify or amend any provision of this Agreement.
- 8.13 Each party shall pay one-half ( $\frac{1}{2}$ ) of the fees and expenses of the Arbitrator/Board Chairman.
- 8.14 Where a dispute involving a question of general application or interpretation occurs, Steps I and II of the grievance procedure may be by-passed.
- 8.15 The above-mentioned time limits may be extended in individual cases by the consent in writing of both parties to this Agreement.

**ARTICLE 9  
STRIKES AND LOCKOUTS**

- 9.01 The Union agrees that during the life of this Agreement there shall be no strikes, suspension or slow-down of work, picketing or any other interference with the Employer's business, and to this end, the Union will take affirmative action to prevent any employee covered by this Agreement from going on strike or suspending or slowing down his **work** or picketing, or otherwise interfering with the Employer's business. The Employer agrees that there shall be no lockout of employees during the term of this Agreement.
- 9.02 It is agreed that there shall be no strikes by or lock-out of employees during the course of negotiations for renewal or extension of this Agreement until an attempt has been made in good faith to settle any difference.

**ARTICLE 10  
WAGES**

- 10.01 Wage rates for all employees covered by this Agreement shall be as set forth in Schedule "A" and will become effective from the dates set forth therein.

**ARTICLE 11  
HOURS OF WORK AND OVERTIME**

- 11.01 The work week shall be forty (40) hours and the work day shall be eight (8) hours. Subject to Clause 20.04 (a), the hours of work of employees, other than part-time employees, will not be reduced unless through mutual agreement between the parties.
- 11.02 Hours of work may be altered from time to time as required for the operation and improvement of the plant. However, the Employer agrees that, ex-

cept by mutual consent, the work schedule shall not be changed without twenty-four (24) hours notice to the employee.

- 11.03 An employee who is required to work in excess of eight (8) hours in any one day shall be paid time and one-half (1½) his regular rate.
- 11.04 An employee who is required to work on his scheduled day or days off shall be paid time and one-half (1½) his regular rate.
- 11.05 There shall be no accumulating of overtime premiums for the same hours worked but the highest single premium shall apply.
- \*11.06 Subject to 11.07, an employee who is required to work two or more hours beyond his regular working hours shall be entitled to a meal allowance of \$7.00.
- 11.07 If the employee is notified, prior to leaving work, of scheduled overtime for the following day, the provisions of 11.06 shall not apply.
- \*11.08 Overtime will be distributed as equally as possible among employees in the same classification and employees within the operational unit affected who can perform the duties required.

For the purpose of this Clause, operational unit shall be defined as follows:

Poultry Kill Unit  
Poultry Pack Unit  
Abattoir Unit  
Shipping Unit  
Maintenance Unit  
Engineering Unit  
Plant Cleaning Unit

Poultry Pick-up Unit  
Meat Processing Unit

Where employees are required to perform overtime outside their own unit such work shall be distributed as equally as possible in the St. John's Plant; however in the Corner Brook Plant, it shall be distributed on a seniority basis. Employees will receive the rate for the position or their own rate, whichever is greater.

- 11.09 Payment for overtime worked in accordance with Clause 11.03 will be payable at the nearest highest fifteen (15) minute unit.
- 11.10 Employees recalled to the work area during the meal break will be paid the applicable overtime rate for the period worked.
- \*11.11 Effective August 1, 1986, employees will be paid an additional \$.26 per hour for working on the 1600 hours to 2400 hours shift, and the 2400 hours to 0800 hours shift. The \$.26 premium will also be paid for shifts of which one-half overlaps the above-noted shifts. The rate shall be increased as follows:
  - effective August 1, 1987 — 28¢
  - effective August 1, 1988 — 29¢
  - effective August 1, 1989 — 31¢
- \*11.12 An employee shall not be required to lay off during regular hours to equalize any overtime worked.



**ARTICLE 12  
HOLIDAYS**

- 12.01 All employees, save and except temporary employees who are on layoff status, shall be entitled to the following paid 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) Canada Day
  - (h) Orangeman's Day
  - (i) Remembrance Day
  - (j) Regatta Day
  - (k) Labour Day
  - (l) Thanksgiving Day
  - (m) Christmas Day
  - (n) Boxing Day
- 12.02 If any of the above-mentioned days falls on a Saturday or Sunday, the day proclaimed in its stead shall be observed.
- 12.03 An employee who is required to work on any of the above-mentioned holidays shall receive, in addition to his regular rate, pay at one and one-half (1½) times his regular rate.
- 12.04 When a calendar day designated as a holiday under this Article coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a later date to be mutually agreed with the Plant Manager, or pay for one (1) day in lieu thereof.

Where the aforementioned one (1) day off in lieu is not granted within two (2) months after the holi-

day in question the employee will be paid accordingly, unless mutually agreed otherwise between the employee and the Plant Manager.

- 12.05 When a calendar day designated as a holiday under this Article coincides with an employee's day of rest, and the employee is required to work on that day, the employee shall receive two (2) hours pay for each hour worked on that day. In addition, the employee shall receive one (1) hour off for each hour worked at a later date to be mutually agreed with the Plant Manager, or shall receive pay accordingly.

Where such time off is not granted within two (2) months after the holiday in question, the employee will be paid accordingly, unless mutually agreed otherwise between the employee and the Plant Manager.

### **ARTICLE 13 COMPASSIONATE LEAVE**

- 13.01 Subject to Clause 13.02, an employee shall be entitled to compassionate leave with pay as follows:
- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, or any relative living in the same household, three (3) consecutive days;
  - (b) In the case of the death of a son-in-law, daughter-in-law, brother-in-law, or sister-in-law, one (1) day.
- 13.02 If the death of a relative referred to in Clause 13.01 (a) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4)

consecutive days for the purpose of attending the funeral.

- 13.03 In cases where extraordinary circumstances prevail, the Employer may, at his discretion, grant special leave for bereavement up to a maximum of two (2) days in addition to that provided in Clauses 13.01 and 13.02.
- 13.04 Payments for leave under Clauses 13.01 and 13.02 and 13.03 will be made only in respect of absence from work on the regular work days of an employee.
- 13.05 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 14 VACATION**

- 14.01 Vacation entitlement will be based upon service computed in the year in which the vacation is taken.
- 14.02 Temporary employees shall, upon employment, be given an option with respect to annual leave as follows:
  - (i) Subject to 14.07, to carry over any unused annual leave which he may have to his credit at the end of his employment period;
  - (ii) To receive payment for annual leave on a regular basis throughout his employment; or
  - (iii) To receive payment for annual leave at the end of the employee's employment term.

It shall be the responsibility of the employee *to* advise the Employer in writing within two (2) weeks

of employment as to which option is to be exercised. If no option is exercised, the Employer will apply option (ii) above.

- 14.03 (a) An employee with less than ten (10) years of service, shall accrue vacation entitlement at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days per month.
- (b) An employee with more than ten (10) years of service shall accrue vacation entitlement at the rate of one and two-thirds ( $1\frac{2}{3}$ ) days per month.
- (c) The Employer may allow the employee to anticipate vacation to the end of the year concerned in (a) or (b) above.
- (d) Employees shall be allowed to take their full amount of accumulated vacation in one period without any interruption unless otherwise mutually agreed.
- (e) The current practice in relation to the accumulation of a year of service with respect to permanent and part-time employees will continue.
- 14.04 Subject to the demands of business, vacation may be granted at any time but the Employer agrees to endeavour to grant vacations at times requested by employees with senior employees having preference.
- 14.05 Employees eligible for vacation shall be notified of their vacation periods as far in advance as possible.
- 14.06 If any of the holidays mentioned in 12.01 falls within an employee's vacation period, the employee shall have his vacation extended accordingly or be

granted a compensatory day off at a later date or be remunerated in accordance with Article 10.

- 14.07 (a) Subject to the approval of the Employer, any employee may carry forward to another year any portion of annual vacation not taken by him in previous years up to a maximum of four (4) weeks excluding current annual vacation entitlement.
- (b) Employees prevented from taking annual leave as a result of being on extended sick leave or Workers' Compensation Commission benefits shall be permitted to carry forward additional days.
- 14.08 When an employee is required to work during his vacation, he shall receive pay of time and one-half (1½). Hours worked while on vacation shall not be deducted from the employee's vacation credits.
- 14.09 **Substitution for Vacation**
- (a) An employee who qualifies for sick leave under Article 29 while on vacation may change the status of his leave to sick leave effective the date of notification to the Employer. The employee shall submit on his return to duty a certificate stating the total period during which he qualified for sick leave.
- (b) In the case of an employee who is admitted to hospital while on annual leave, he may change the status of his leave to sick leave with effect from the date he was admitted to hospital.
- (c) The period of vacation so displaced in Clauses 14.09 (a) and (b) shall be reinstated for use at a later date to be mutually agreed.

**ARTICLE 15**  
**REPORTING FOR DUTY**

- 15.01 Any employee covered by this Agreement who has been recalled from layoff and upon reporting for duty is informed that his services are not required shall receive four (4) hours pay at the rate applicable to the position for which he was recalled.

**ARTICLE 16**  
**ARRANGEMENT OF WORK FORCE**

- 16.01 Except in the case of emergency resulting from a lack of manpower due to absenteeism for which sufficient prior notice has not been given:
- (a) A foreman shall not perform work normally done by an employee in the bargaining unit. Where such an emergency situation does arise, a replacement employee shall be sought immediately, and in no case is the foreman to perform such work beyond the lapse of twenty-four (24) hours from the rise of the emergency situation.
  - (b) The present practice with respect to the use of a checker plus four other personnel for purposes of loading and unloading containers in Cold Storage shall continue during the term of this Agreement.
  - (c) Persons whose jobs are not in the bargaining unit shall not perform work normally done by an employee in the bargaining unit except for the purpose of instruction, experimenting, emergencies or when regular employees are not ready, willing and able to perform the required work.

- 16.02 (a) The Employer agrees to provide continued employment for employees who would otherwise become redundant because work is contracted out.
- (b) Where employees will be affected as in 16.02 (a) above, the Union shall be given **six (6)** weeks notice of the Employer's intention to contract out.

16.03 **Working in Freezers**

An employee who works in the freezer for twenty (20) consecutive minutes shall not be required to work in the freezer for the following twenty (20) consecutive minutes.

- 16.04 When additional personnel have to be employed in order to provide sufficient manpower as per 16.01 (b) above, the personnel so employed will be placed in lower rated positions, and regular employees shall be placed in the shipping area.

**ARTICLE 17  
CALLBACK**

- 17.01 Any employee who, after leaving the premises of the Company is called back to work, shall receive a minimum of three (3) hours pay at time and one-half (1½) his regular rate of pay.

17.02 **Transportation Expenses - Payable**

When an employee is recalled to work, he shall be paid the cost of transportation to and from his place of work to a maximum of five dollars (\$5.00) for each callback or the appropriate mileage rate.

**ARTICLE 18**  
**INJURIES ON DUTY**

- 18.01 An employee injured while working in the plant shall suffer no loss in earnings for the hours he would have worked on the day of the accident if the accident had not occurred, and for up to two (2) subsequent visits to the doctor within three (3) weeks of the date of the injury, if he is referred for further medical attention by a doctor or by a Company representative.
- 18.02 The Employer agrees to continue present practice with respect to payment while ~~an~~ employee is on Worker's Compensation payment and the employee's regular rate of pay.
- 18.03 It shall be the responsibility of the employee to ensure that all documentation required by the Workers' Compensation Commission for the purpose of processing the claim for injury on duty is provided to the Board within a reasonable period of time after the date of injury.
- 18.04 In the event that an employee is injured on duty, the Employer will provide transportation to a hospital or medical clinic, where the employee is not in a position to provide his own transportation. Where the Employer does provide transportation to a hospital or medical clinic, the Employer shall also make arrangements for the employee's transportation back to the plant or his home when the employee is unable to provide his own transportation due to the injury incurred.



**ARTICLE 19**  
**PROBATION**

- 19.01 (a) Subject to 19.01 (b), new employees shall be required to serve a one (1) calendar month probationary period commencing on the date of employment. Such employees may be dismissed during this period for reasons of unsuitability or incompetence, as assessed by the Employer, without recourse to the Grievance or Arbitration Procedure(s).
- (b) For the purpose of Clause 19.01 (a), temporary employees will be required to serve a twenty (20) working day probationary period commencing on the date of employment. It is understood that this twenty (20) day period can be obtained on an accumulative basis.
- 19.02 Upon successful completion of the probationary period, employees shall receive credit for seniority from the date of employment.
- 19.03 (a) **All** promotions shall be on a conditional basis for a period of one (1) calendar month commencing on the date on which the new position is assumed.
- (b) If, during the conditional promotion period, referred to in Clause 19.03 (a), it is determined that an employee is not able to continue in the position due to incompetence or unsuitability, as assessed by the Employer, or as the result of the decision of an Arbitration Board relating to the promotion, then the employee shall be reinstated in his former positions as if no promotion had been made.

- (c) Any other employee who had changed his position as a result of the promotion referred to in Clause 19.03 (a) and who must be returned to his former position in order to provide for the re-instatement referred to in Clause 19.03 (b) shall also be reinstated in his former position as if no changes had occurred.

**ARTICLE 20**  
**SENIORITY**

- 20.01 (a) The Employer agrees that in cases of promotion, where employees possess the requisite qualifications and ability, seniority will be the governing factor.
- (b) When a vacancy occurs or a new position is created within the bargaining unit, and the Employer determines that the position is to be filled, then the Employer shall post notices of the position in accessible places on the Employer's premises for a period not less than five (5) days. Copies of such notices will be supplied concurrently to the Local Unit Secretary.
- (c) The name of the successful applicant for a position posted in accordance with 20.01 (b) above will be sent to the Shop Steward within five (5) days of the date of appointment.
- (d) The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the employer shall confirm the employee's appointment after the period of two (2) months. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he

shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

- (e) Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for such qualifications prior to filling of a vacancy, and indicates so in his application. Such employee will be given an opportunity to qualify within a reasonable length of time not exceeding two (2) months and to revert to his former position if the required qualifications are not met within such time.

20.02 Vacancies within the bargaining unit shall, as far as possible, be filled from within the ranks of the employees currently on the payroll provided these are employees with the necessary qualifications and ability.

20.03 When a vacancy within the bargaining unit cannot be satisfactorily filled from within the ranks of employees currently on the payroll, the Employer agrees to advertise the vacancy by posting a notice on the bulletin board. Employees selected to fill any position on a temporary basis shall be given equal consideration with other applicants.

20.04 (a) In the event of layoff, those employees in the plant affected by the layoff shall be laid off in reverse order of seniority provided those employees being retained have the required qualifications to perform the work available. For the purpose of this Clause, there shall be two plants, namely St. John's and Corner Brook.

- (b) Shop Stewards shall have super-seniority, provided that the Shop Steward(s) retained is capable of performing the work available. Where one or more Shop Stewards must also be laid off, the order of layoff shall be on the basis of actual seniority with the Employer.
- 20.05 When the work force is to be increased, the order of recall shall be in the reverse order to that of layoff, provided that employees subject to recall on the basis of seniority are capable of performing the required tasks.
- 20.06 The seniority of employees shall be considered broken, all rights forfeited and there shall be no obligation to rehire when the employee:
  - (a) voluntarily leaves the service of the Company;
  - (b) is dismissed for cause;
  - (c) fails to return to work when recalled within the period specified in the notice after having been given notice of recall;
  - (d) has been out of the Company's employ in excess of 18 months provided that those employees who are rehired after a layoff of 18 months or more shall have their seniority reinstated not counting the period of layoff in excess of eighteen (18) months.
- 20.07 Persons whom the Company is training to fill bargaining unit positions may be employed in plant operations irrespective of the provisions of this Article, provided that there are not more than two (2) such persons at any one time and further provided that they do not replace any employee.

- 20.08 Any employee with seniority who is transferred from his regular job due to reduction in staff shall have the right to request a transfer to his regular job when the staff is increased. Such request shall be granted as soon as a satisfactory replacement can be found to take his place.
- 20.09 If an employee with seniority desires to transfer to another department he may submit a written application to the Plant Manager. If a vacancy occurs, consideration will be given in order of seniority provided that the employees possess the requisite qualifications.
- 20.10 Within thirty (30) days after the signing of this Agreement, the Employer shall post on the bulletin board a seniority list showing the name, classification, date of appointment and rate of pay, of all employees. The Employer further agrees that a copy of such list will be sent to the office of the Union.

**ARTICLE 21**  
**TIME OFF FOR UNION BUSINESS**

- 21.01 Upon written request by the Union, 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 Convention 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 Board of Directors of the Union or a delegated representative and who may wish to attend meetings of the Canadian Labour Congress or National Union of Provincial Government Employees, leave with pay not exceeding five (5) days in any one year. The Employer may grant additional leave without pay for this purpose.
  - (d) Special leave with pay shall be awarded to Shop Stewards of the Union not to exceed one (1) day per year for the purpose of attending educational seminars.
- 21.02 Additional days without pay for Union business may be given at the discretion of the Employer.
- 21.03 Employees who are members of the Grievance Committee shall not lose pay for attendance at meetings with the Employer for the purpose of discussing grievances, provided that such employees first obtain permission from their Foreman to be absent from their regular duties and such permission will not be unreasonably withheld.
- 21.04 The Employer agrees to recognize the Union appointed Shop Stewards whose names shall be communicated to the Employer as soon as possible after their appointment.
- 21.05 The Employer may grant, on request, leave without pay for a period not exceeding one (1) year to an

employee selected or elected 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 leave without pay. The Employer may, on written request, extend the period of leave without pay.

- 21.06 With the approval of the President, leave with pay shall be awarded to employees who are members of Negotiating Committees while they are attending negotiating sessions on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit and shall not, in any event, exceed four (4) employees unless mutually agreed otherwise. The Union shall notify the President of the employees affected prior to the commencement of negotiations and employees shall in all instances give prior notice of absences from work to the Plant Manager, and such notice shall be given as far in advance as possible.

## **ARTICLE 22 REST PERIODS**

- 22.01 The Corporation agrees to grant rest periods of fifteen (15) minutes each during the morning and afternoon shifts, providing the working time of the shift exceeds two and one-half (2½) hours. An additional five (5) minute clean-up period shall be allowed with each rest period.
- 22.02 A rest period of 15 minutes plus five (5) minutes clean-up shall be granted in overtime, provided the overtime shift exceeds two (2) hours.
- 22.03 The Corporation retains *the* right to stagger rest periods so as to maintain production.

**ARTICLE 23  
SAFETY AND HEALTH**

- 23.01 The Corporation shall make reasonable provision for the safety and health of employees during the hours of their employment. Protective devices on machinery or other devices deemed necessary to properly protect employees from injury shall be provided by the Corporation. However, this shall not be construed to include such personal necessities as safety boots, gloves, coveralls, or any article which becomes the personal property of the employee.
- 23.02 The Occupational Health and Safety Committee shall consist of at least two (2) members of the Union and two (2) representatives of the Corporation, and the Minutes of all safety meetings will be sent to the Occupational Health and Safety Division of the Department of Labour.
- 23.03 All employees, on their anniversary date, must undergo a yearly medical examination as required by the Employer and consisting of a chest x-ray and blood test to be provided at no cost to the employee.

**ARTICLE 24  
TEMPORARY ASSIGNMENT**

- 24.01 When an employee is temporarily assigned to fill a classification for which is paid a higher rate than his own, he shall be paid for the higher rated classification.
- 24.02 When an employee is temporarily assigned to fill a classification for which is paid a lower rate than his own, he shall retain his own rate.
- 24.03 The provisions of this Clause shall not apply in respect of a promotion or demotion.



"24.04 Temporary assignments shall be on the basis of seniority, provided that the senior employee meets the required standards for the position and is capable of performing the work. Temporary assignments to lower positions will not be done in an unreasonable manner.

## **ARTICLE 25 TRAVEL ON EMPLOYER'S BUSINESS**

\*25.01 For each full day on travel status, the maximum rate allowance for meals, inclusive of taxes and gratuities shall be as follows:

Effective October 1, 1984 - \$5, 6, 11 = \$22  
Effective April 1, 1985 - \$5, 6, 12 = \$23  
Effective April 1, 1986 - \$5, 7, 12 = \$24  
Effective August 1, 1987 - \$6, 7, 12 = \$25  
Effective August 1, 1988 - \$6, 7, 13 = \$26  
Effective August 1, 1989 - \$6, 8, 13 = \$27

\*25.02 Employees who are authorized to use their own cars while travelling on business for the Employer shall be reimbursed as follows:

Effective April 1, 1986 - 21.0¢ per km.  
Effective August 1, 1987 - 21.5¢ per km.  
Effective August 1, 1988 - 22.0¢ per km.  
Effective August 1, 1989 - 22.5¢ per km.

25.03 For travel on the Employer's business for less than one (1) day which is in excess of fifteen (15) miles from an employee's headquarters or place of residence, he shall be compensated in accordance with, 25.01 (a) as follows:

- (a) Breakfast - provided the employee is required to leave on such business before 7:00 a.m.;
- (b) Lunch;
- (c) Dinner - provided the employee returns to his headquarters after 7:00 p.m.

- 25.04 (a) When an employee has been on overnight travel status for a period of three (3) consecutive days, he shall be reimbursed for the cost of one personal long-distance call, not longer than three (3) minutes at the person-to-person rate for each such period on travel status. The charge for this telephone call may be included on the hotel bill, or if the employee calls collect the subsequent telephone bill showing the appropriate charge shall be submitted with the travel claim.
- (b) An employee who is on overnight travel status who has a change in schedule, destination or plans or who is delayed or has altered his (her) scheduled destination or plans because of emergency conditions may be permitted to make one personal long-distance call, not longer than three (3) minutes in duration, at the person-to-person rate.

#### **ARTICLE 26 UNION NOTICES**

- 26.01 During the life of this Agreement, the Corporation agrees to permit Union Officers, who are employees of the Corporation to post notices of Union meetings or of other matters of interest to Union members upon a bulletin board to be set up by the Corporation in a suitable place in the Plant, provided all such notices are to be first approved by the Plant Manager. The Union agrees to refrain from distributing any other notices or publications upon the Corporation's **premises**, or any approaches to the Corporation Plant except in agreement with the Plant Manager.

**ARTICLE 27  
TOOLS AND CLOTHING**

- 27.01 The Corporation shall furnish all knives, steels, whetstones, triers, meat trimmer hooks, scabbards and overhauling hooks which are necessary for the work of the employees using them. The Corporation shall also furnish oilskin aprons, rubber boots and coveralls where necessary.
- 27.02 Launderable outer work clothing specified by the Corporation as required for work in the Plant, will be provided by the Corporation.

**ARTICLE 28  
SICK LEAVE**

- 28.01 **Sick Leave Defined**  
Sick leave means a period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 28.02 **Annual Paid Sick Leave**
- (a) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service.
  - (b) 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 eighty (480) days.
- 28.03 **Deductions From Sick Leave**  
A deduction shall be made from accumulated sick leave for all scheduled working days absent for sick leave. Absence on account of illness for less than

one-half ( $\frac{1}{2}$ ) a day shall not be deducted. Absence for one-half ( $\frac{1}{2}$ ) a day or more and less than a full day shall be deducted as one-half ( $\frac{1}{2}$ ) a day.

- 28.04 (a) Sick leave with full pay in excess of three (3) consecutive days or six (6) days in the aggregate in any year shall not be awarded unless the employee has submitted in respect thereof a medical certificate acceptable to the Employer.
- (b) An employee shall have the option of being attended by a doctor of his choice and under no circumstances will an employee be penalized in any way by the Employer for exercising his option of being attended by his personal physician.

28.05 **Sick Leave During Leave of Absence and Layoff**  
When an employee is given paid vacations or special paid leave of absence, or while on Workers' Compensation, he shall receive sick leave credit for the period of such absence on his return to work. When an employee is laid off he shall not receive sick leave credits for the period of such absence but shall retain his accumulative credit, if any, existing at the time of such layoff.

28.06 **Extension of Sick Leave**  
(a) An employee with more than five (5) years of service who has exhausted his sick leave credits may be allowed in the event of illness, in excess of fifteen (15) days, an extension of his sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon his return to duty from his normal monthly accumulation.

- (b) When an employee has used the maximum of sick leave which may be awarded to him in accordance with this Agreement, he may elect, if he is still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if he is eligible to receive such leave and if not, on special leave without pay. Medical certificates shall be submitted as required by the Corporation.

28.07 **Sick Leave Records**

In January, the Employer shall post the amount of sick leave accrued to each employee's credit, up to and including the previous 31st of December.

- 28.08 (a) If it appears, in the opinion of the President, that it is unlikely an employee will be able to return to duty after the expiration of accumulated sick leave, the employee may be required to undergo a medical examination. If the examination substantiates the President's opinion that the employee is unable to return to duty, the employee may be retired effective when his accumulated sick leave has expired or at retirement age, and paid such pension award as he may be eligible to receive.
- (b) Employees unable to perform their duty because of medical reasons will be entitled to use all their accumulated sick leave before being pensioned or terminated.

28.09 **Sick Leave During Special Leave Without Pay**

An employee on special leave without pay in excess of twenty (20) days in total in the calendar year, shall not accumulate sick leave during such period of special leave without pay

28.10 **Sick Leave Credits for the First and Last Month of Employment**

For the purpose of this Article, an employee who receives full salary or wages in respect of fifty percent (50%) or more of the working days in the first or last calendar month of his service computed in full or half ( $\frac{1}{2}$ ) days shall, in each case, be deemed to have had a month of service.

- 28.11 Should an investigation of a case of minor sick leave absenteeism fail to disclose a bona fide reason or if it is discovered that he is abusing his sick leave privileges, the Corporation shall discipline the absentee as follows:

First Case: warning with memo to the employee's personal file.

Second Case: one week's suspension.

Third Case: discharge.

**ARTICLE 29  
GROUP LIFE INSURANCE**

- 29.01 The Employer agrees to continue the group life insurance plan presently in effect.
- 29.02 Employees enrolled in the plan shall have the right to continue coverage during periods of temporary layoff through direct payments of 100% of the premiums of the Insurance Plan.

**ARTICLE 30  
MATERNITY LEAVE**

- 30.01 Subject to 30.04, an employee may, upon the advice of her physician, request maternity leave without pay to start not earlier than three (3) months prior to the expected date of delivery, and the employee shall be granted maternity leave in accordance with this Article.

- 30.02 The Corporation reserves the right to require an employee to commence maternity leave prior to the time specified in Clause 30.01 if the state of her health becomes incompatible with the requirements of her job.
- 30.03 Subject to Clauses 30.04 and 30.07, an employee shall return to work within two (2) months following the termination of her pregnancy.
- \*30.04 An employee may be permitted to commence maternity leave at the beginning of her sixth (6th) month of pregnancy. The maximum maternity leave allowed under this Clause shall be thirty-three (33) weeks in total.
- 30.05 The employee shall resume her former position and salary upon return from maternity leave with no loss of accrued benefits.
- 30.06 Periods of maternity leave in excess of twenty (20) days in any year shall not be reckoned for annual leave or sick leave purposes.
- 30.07 The employee may return to duty after two (2) weeks' notice of her intention to do so on production of a satisfactory certificate of fitness from her physician.
- \*30.08 An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy before commencing maternity leave (effective date of signing).
- 30.09 Subject to the approval of the Corporation, an employee may be granted leave of absence without pay

for a period up to four (4) months following the adoption of a child. The employee shall have to furnish proof of adoption.

- 30.10 (a) Employees, while on maternity leave, shall continue to accrue seniority.
- \* (b) Periods of maternity leave up to a maximum of seventeen (17) weeks shall be counted as service for the purpose of step progression and severance pay.

### **ARTICLE 31 PERSONAL FILES**

- 31.01 An employee shall at any reasonable time, be allowed to inspect his personal file and may be accompanied by a representative of the union, if he so desires. Copies of any document on his personal file will be granted upon request.
- 31.02 A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy.
- 31.03 Any such document shall be removed and disregarded after the expiration of eighteen (18) months from the date it was placed in the employee's file provided there has not been a recurrence of a similar incident during that period. The Employer shall be responsible to see that any such document is removed.
- 31.04 In exceptional circumstances where an employee is incarcerated, confined to a bed or hospital or removed by a distance where return would be impractical, the employee may give written permission



for a representative of the Union to inspect his file for the purpose of investigating a grievance.

**ARTICLE 32  
RELOCATION EXPENSES**

- 32.01 An employee who is required by the Employer to relocate from one geographic region to another shall be compensated in accordance with the Public Service Commission Relocation Procedures.

**ARTICLE 33  
SEVERANCE PAY**

- \*33.01 (a) An employee who has nine (9) or more years continuous service with the Employer is entitled to be paid on resignation, retirement or death severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his weekly salary to a maximum of twenty (20) weeks pay.
- \*(b) For the purpose of this Article, service for a temporary employee shall be the actual period of employment with the Employer provided that where a break in employment exceeds twelve (12) consecutive months, service shall commence from the date of re-employment.
- (c) An employee who has resigned or retired may be re-employed if he has been out of the public service for a period which is not less than the number of weeks for which he has received severance pay pursuant to Clause 33.01 (a) above or if he refunds the appropriate proportionate part of such severance pay.
- (d) The maximum severance pay which an employee shall be paid for his total period of em-

ployment in the public service shall not exceed the number of weeks as specified in Clause 33.01.

- (e) Any severance pay entitlement of a deceased employee shall be paid to such employee's estate.

#### **ARTICLE 34 SPECIAL LEAVE**

- 34.01 Special leave without pay may be granted in exceptional circumstances to an employee provided that the employee has no current, accrued or accumulated leave available to him.
- 34.02 Where the Employer requires an employee to take advanced or supplementary courses, the employee shall be awarded leave with pay, where required, under such terms and conditions as the Employer may prescribe.
- 34.03 Subject to the approval of the Employer, special leave with pay not exceeding three (3) days may be granted in special circumstances for reasons other than those referred to in Article 13.

#### **ARTICLE 35 DISCRIMINATION**

- 35.01 The Employer agrees that there shall be no discrimination with respect to any employee in any matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise by reason of age, race, colour, creed, national origin, political or religious affiliation, sex, marital status nor by reason of his or her membership or activity in the Union.

**ARTICLE 36  
STATE OF EMERGENCY**

- 36.01 The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Corporation or by the appropriate provincial or municipal authority:
- (a) All employees shall be deemed to be on duty during the period of closure, with the exception of those employees designated by the Employer as employees performing an essential service.
  - (b) Those employees designated by the Corporation as employees who perform an essential service shall, where possible, be supplied transportation to their place of work and return by the Corporation.
- 36.02 Where the Corporation provides transportation and the employee refuses to report to duty, he shall be subject to disciplinary action.
- 36.03 Those employees referred to in Clause 36.01 (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.
- 36.04 The President shall endeavour to designate those employees referred to in 36.01 (b) previous to the declared state of emergency, however, the President may require any employee to report for duty during any period declared an emergency.
- 36.05 In the event that employees are sent home by the Employer during adverse weather conditions where

a state of emergency is imminent, such employees shall not suffer any loss of wages during such period.

**ARTICLE 37**  
**LABOUR MANAGEMENT COMMITTEE**

**\*37.01 Establishment of Committee**

A Labour Management Committee shall be established at each plant (St. John's and Corner Brook) consisting of two (2) representatives of the Association and an equal number of representatives of the Employer. The numbers may be reduced by mutual agreement between the parties. The Employer shall be duly notified in writing as to the names of the Association representatives selected.

**\*37.02 (a) Function of Committee**

The Committee shall concern itself with the following general matters:

- (i) Promoting safety and sanitary practices;
- (ii) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- (iii) Other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

**\*37.03 Meetings of Committee**

The Committee shall meet at least once each month, at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent. The Committee members shall

receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

**\*37.04 Chairman of the Meeting**

The meeting of the Committee shall be chaired alternately by local representatives of the Association and the Employer.

**\*37.05 Minutes of Meeting**

Minute of each meeting of the Committee shall be prepared and signed by the Chairman and Vice-Chairman as promptly as possible after the close of the meeting. The Chairman and the Vice-Chairman shall each receive four (4) copies of the minutes within three (3) days following the meeting.

**\*37.06 Jurisdiction of Committee**

The Committee shall not supersede the activities of any other committee of the Association or of the Employer and does not have the power to bind either the Association or its members or the Employer to any decisions or conclusions reached in its discussion. The Committee shall have the power to make recommendations to the Association and the Employer with respect to its discussions and conclusions.

**ARTICLE 38  
AMENDMENT BY MUTUAL CONSENT**

**38.01** It is agreed by the parties to this Agreement that any provision in this Agreement other than the Duration of Agreement may be amended or altered by mutual consent of the Employer and the Union.

**ARTICLE 39**  
**DURATION OF AGREEMENT**

- \*39.01 This Agreement shall be in full force and effect ~~from August 1, 1986, until July 31, 1990~~ and thereafter from year to year, unless either party gives notice in writing of termination of or amendment of not more than sixty (60) days and not less than thirty (30) days prior to the date of expiration.
- 39.02 During the period of negotiation resulting from any of the provisions above, this Agreement shall remain in full force and effect.
- 39.03 In signing the foregoing Agreement, the parties hereto recognize that no rigid rules can of themselves secure mutual co-operation which both parties agree is essential alike to welfare of the business and to that of the employees. It is, therefore, of paramount importance to all concerned that the spirit of this Agreement be followed as faithfully as the written terms.

With this in mind, the parties hereto pledge their best endeavour to carry out the provisions of this Agreement in a spirit of good will, tolerance and understanding.

**ARTICLE 40**  
**PAY PERIOD**

- 40.01 The Company agrees to pay employees on a weekly basis. Thursday of each week will be recognized as pay day, and employees shall receive their pay cheques not later than 12:00 noon.

**ARTICLE 41**  
**TECHNOLOGICAL CHANGE**

- 41.01 Before the introduction of any technological change or new method of operation which reduces the hours of work of employees, the Employer shall notify the Association and discussions with respect to the impact of the change will be conducted within twenty-one (21) days of such notification.
- 41.02 In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by the affected 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 employees.
- 41.03 An employee who is displaced from his job by virtue of technological change or new method of operation will be given the opportunity to fill available vacancies provided he has the required ability and qualifications.
- 41.04 An employee who is displaced from his job as a result of technological change or new method of operation and is employed in another position pursuant to Clause 40.03 or Clause 20.04 will have his salary established at a point on the new pay scale in accordance with the involuntary demotion procedure.
- 41.05 Employees who are not retrained or assigned other positions in accordance with this Article will be laid off.

**ARTICLE 42  
TERMINATION OF EMPLOYMENT**

- 42.01 In cases of layoff or termination other than for cause, ten (10) days notice shall be given to all employees whose services are to be terminated or pay for the number of days that the period of notice is less than ten (10).
- 42.02 Employees shall give the Employer ten (10) days written notice of intention to terminate their employment.
- 42.03 Annual leave shall not be used as any part of the period of notice referred to in this Article.
- 42.04 Periods of notice may be reduced or eliminated by mutual consent of the employees and Employer.
- 42.05 Upon termination of service, an employee may receive pay for all his current annual leave not taken by him prior to the date of termination of his service plus pay for his accumulated and accrued annual leave up to a maximum of twenty (20) days not taken by him prior to the date of termination plus any salary due him, provided that any indebtedness to the Employer may be deducted from such pay.

**ARTICLE 43  
DISCIPLINE**

- 43.01 **An** employee who is suspended or dismissed **shall** be provided with written notification within five (5) days of an oral notification which shall state the reason or reasons for such a suspension or dismissal.
- 43.02 Where the Employer deems it necessary to censure an employee in writing such a reprimand shall be given to the employee within five (5) days of the



incident which gave rise to the reprimand. The reprimand shall contain the reason or reasons for the written warning. If this procedure is not followed, such reprimand shall not become a part of his record for use against him at any time.

- 43.03 An employee who has completed his probationary period may only be dismissed for just cause.
- 43.04 Grievances alleging unjust discipline as it relates to demotion, suspension or discharge will be dealt with by *a* sole arbitrator, if referred *to* arbitration.

**ARTICLE 44**  
**GENERAL PROVISIONS**

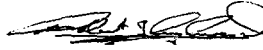
- 44.01 The Employer and the Union agree to use their best efforts to discourage sexual harassment in the workplace.

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

**SIGNED** on behalf of Her Majesty the Queen in Right of Newfoundland by the Honourable R.J. Aylward, Minister of Rural, Agricultural and Northern Development, in the presence of the witness hereto subscribing:

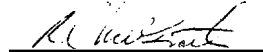


Ethel O'Rielly  
Witness



Robert J. Aylward

**THE CORPORATE SEAL** of the Newfoundland Farm Products Corporation was hereto affixed in the presence of its duly authorized officer and in the presence of:

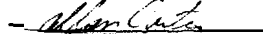


Witness  
R.J. McGrath




J.E. McDonald

**SIGNED** on behalf of the Newfoundland Association of Public Employees by its duly authorized officers in the presence of:




Allan Carter  
Witness




Fraser March

Shirley Fitzpatrick



Wade Miller



Hayward Pardy



Tom O'Connell

## MEMORANDUM OF AGREEMENT

Should the Newfoundland Farm Products Corporation change ownership or come under new management through sale, contract, lease, transfer or other arrangement, during the life of the collective agreement currently being negotiated between NAPE and the Corporation, or during negotiations for the renewal of that agreement, it is agreed that the collective agreement will continue *to* apply as **if** the collective agreement were under the Labour Relations Act.



On behalf **of**  
Newfoundland Farm Products



On behalf **of** the Newfoundland  
Association of Public Employees



On behalf of the Government of  
Newfoundland and Labrador

1986 11 03

Mr. Allan Carter  
Employee Relations Officer  
Nfld. Association of Public Employees  
P.O. Box 1085  
St. John's, Newfoundland

Dear Mr. Carter:

It is agreed that, for the term of this Agreement, the current practice relative to working hours on Christmas Eve and New Year's Eve at both the St. John's Plant and Corner Brook Plant will continue.

Yours truly,



J.E. MCDONALD  
President

1986 11 03

Mr. Allan Carter  
Employee Relations Officer  
Nfld. Association of Public Employees  
P.O. Box 1085  
St. John's, Newfoundland

**Reference: States of Emergency**

Dear Mr. Carter:

This is to confirm our understanding with respect to States of Emergency (Article 36).

In situations where the weather conditions are such that a State of Emergency is imminent, the Corporation agrees to give due consideration to the welfare of the employees in respect of their ability to return to their residences. It is further agreed that this consideration shall take into account the efficient and safe operation of the plant. The Corporation shall also endeavour to open and maintain communication links with authorities responsible for maintaining transportation routes in the area, so that the possibility of employees becoming stranded, either in the plant or elsewhere, shall be minimized.

Yours truly,



J.E. MCDONALD  
President

1986 11 03

Mr. Allan Carter  
Employee Relations Officer  
Nfld. Association of Public Employees  
P.O. **Box** 1085  
St. John's, Newfoundland

Dear Mr. Carter:

Subject to Article 41, Technological Change, it is understood between the parties that should there be an introduction of new equipment, a new method of operation or a reduction in operations resulting in a staff reduction, such a staff reduction will be carried out in accordance with the layoff provisions of the Collective Agreement. Otherwise it is agreed that a layoff of full time employees will not be used as a method of increasing efficiency at the plants.

The Employer agrees that no full time positions in St. John's (81 positions) or Corner Brook (65 positions) will be reduced to increase **the** number of part time positions above its current level of 12 positions.

If additional full time staff are hired after the date of signing of this agreement, their status may be changed to part time or temporary at the discretion of the Employer.

Existing and future vacancies will be filled in accordance with the provisions of the Collective Agreement.

Yours truly,



J.E. MCDONALD  
President

1986 11 03

Mr. Allan Carter  
Employee Relations Officer  
Nfld. Association of Public Employees  
P.O. Box 1085  
St. John's, Newfoundland

Dear Mr. Carter:

This will confirm the Corporation's undertaking that, in the event of down-time resulting in a temporary layoff, any employees who may be affected will suffer no loss of salary or wages during the first three (3) days of the layoff period.

This undertaking became effective from the date of signing of the 1980-82 Farm Products Collective Agreement, and will remain in effect until the expiration of the current Collective Agreement. In addition, this undertaking shall not apply to any down-time which may occur as a result of any strike activity by employees in the St. John's and Corner Brook plants.

Yours truly,



J.E. MCDONALD  
President

**SCHEDULE 'A'**  
**SALARY IMPLEMENTATION FORMULA**

- If the increases outlined in paragraphs 2 to 8 below, and *as* detailed in the attached salary schedules, result in an hourly pay rate which equals or exceeds the top step of the equivalent NAPE Hospital Support Staff pay scale (see Schedule "B") which is in effect at that time, then the hourly rate shall be deemed to be the top step of the equivalent NAPE Hospital Support Staff **pay** scale. Until contract expiry, subsequent increases in the NAPE Hospital Support Staff pay scale will be applied, effective from the same date.
- Red Circlcd employees (those currently receiving an hourly rate that exceeds the scale for their classification) will receive their increases in the form of cash bonuses until such time as their pay scale catches up.
- The incumbent of the Engineer Chief (Corner Brook) position will request a classification review and any increase in rate of pay granted will be effective from August 1, 1986.

**1) Effective August 1, 1986**

- No increase in entry rate.
- Increase "60 day" rate by 22¢ per hour or 2% whichever is greater.
- Increase "120 day" rate by 44¢ per hour or 4% whichever is greater.

**2) Effective Date of Signing**

- All employees on staff to move to the top of their salary scale.
- Steps on the scale become annual rates and all new hires will advance one step upon accumulation of a year of service.



- 3) Effective February 1, 1987
  - Increase all rates by 44¢ per hour or 4% whichever is greater.
- 4) Effective August 1, 1987
  - Increase all rates by 27¢ per hour or 2.5% whichever is greater.
- 5) Effective February 1, 1988
  - Increase all rates by 44¢ per hour or 4% whichever is greater.
- 6) Effective August 1, 1988
  - Increase all rates by 22¢ per hour or 2% whichever is greater.
- 7) Effective February 1, 1989
  - Increase all rates by 44¢ per hour or 4% whichever is greater.
- 8) Effective August 1, 1989
  - Increase all rates by 22¢ per hour or 2% whichever is greater.
- 9) Effective November 30, 1989
  - Hourly rate parity with Hospital Support pay scale, where it has not already been achieved, in accordance with Schedule "B".
  - Implement pay scales equivalent to the **NAPE** Hospital Support Staff pay scale hourly rates with employees to be placed on the same rate of pay or nearest upward step, as appropriate.

**SALARY SCHEDULE**  
**NEWFOUNDLAND FARM PRODUCTS**  
**CORPORATION**

**EFFECTIVE AUGUST 1, 1986**

	Entry Rate	After 60 Days	After 120 Days
Office Cleaner	6.96	7.20	7.51
Poultry Plant Worker I	7.00	7.24	7.56
Poultry Plant and Abattoir Cleaner I	7.00	7.24	7.56
Poultry Plant Worker II	7.08	7.40	7.73
Poultry Plant and Abattoir Cleaner II	7.17	7.48	7.81
Meat Processor I	7.23	7.50	7.85
Truck Driver's Helper	7.25	7.59	7.93
Assistant Poultry Grader	7.29	7.62	7.96
Stockhandler	7.36	7.81	8.16
Shipper	7.47	7.81	8.16
Equipment Operator I	7.47	7.81	8.16
Abattoir Worker I	7.60	7.95	8.29
Equipment Operator II	7.67	8.02	8.38
Building Maintenceman I	7.77	8.13	8.48
Storekeeper I	7.77	8.13	8.48
Poultry Grader	7.82	8.17	8.53
Abattoir Worker II	7.86	8.22	8.59
Equipment Operator III	7.90	8.24	8.60
Poultry Plant Worker III	7.99	8.34	8.70
Building Maintenceman II	8.07	8.44	8.82
Refrigeration Operator I	8.07	8.44	8.82
Machinery Maintenceman	8.07	8.44	8.82
Meat Processor II	8.07	8.60	8.82
Abattoir Worker III	8.15	8.65	8.87
Refrigerator Operator II	8.73	9.26	9.48
Purchasing Agent	9.42	9.79	10.01
Engineer	9.43	9.79	10.01
Engineer (Chief) Corner Brook	9.57	10.11	10.23

**SALARY SCHEDULE**  
**NEWFOUNDLAND FARM PRODUCTS**  
**CORPORATION**

**EFFECTIVE DATE OF SIGNING**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
Office Cleaner	6.96	7.20	7.51
Poultry Plant Worker I	7.00	7.24	7.56
Poultry Plant and Abattoir Cleaner I	7.00	7.24	7.56
Poultry Plant Worker II	7.08	7.40	7.73
Poultry Plant and Abattoir Cleaner II	7.17	7.48	7.81
Meat Processor I	7.23	7.50	7.85
Truck Driver's Helper	7.25	7.59	7.93
Assistant Poultry Grader	7.29	7.62	7.96
Stockhandler	7.36	7.81	8.16
Shipper	7.47	7.81	<b>8.16</b>
Equipment Operator I	7.47	7.81	<b>8.16</b>
Abattoir Worker I	7.60	7.95	8.29
Equipment Operator II	7.67	<b>8.02</b>	8.38
Building Maintenceman I	7.77	8.13	8.48
Storekeeper I	7.77	8.13	8.48
Poultry Grader	7.82	8.17	8.53
Abattoir Worker II	7.86	8.22	8.59
Equipment Operator III	7.90	8.24	8.60
Poultry Plant Worker III	7.99	8.34	8.70
Building Maintenceman II	8.07	8.44	8.82
Refrigeration Operator I	8.07	8.44	8.82
Machinery Maintenceman	8.07	8.44	8.82
Meat Processor II	8.07	8.60	<b>8.82</b>
Abattoir Worker III	8.15	8.65	<b>8.87</b>
Refrigerator Operator II	8.73	9.26	9.48
Purchasing Agent	9.42	9.79	10.01
Engineer	9.43	9.79	10.01
Engineer (Chief) Corner Brook	9.57	10.11	10.23

**SALARY SCHEDULE**  
**NEWFOUNDLAND FARM PRODUCTS**  
**CORPORATION**

**EFFECTIVE FEBRUARY 1, 1987**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
Office Cleaner	7.40	7.64	7.95
Poultry Plant Worker I	7.44	7.68	8.00
Poultry Plant and Abattoir Cleaner I	7.44	7.68	8.00
Poultry Plant Worker II	7.52	7.84	8.17
Poultry Plant and Abattoir Cleaner II	7.61	7.92	8.25
Meat Processor I	7.67	7.94	8.29
Truck Driver's Helper	7.69	8.03	8.37
Assistant Poultry Grader	7.73	8.06	8.40
Stockhandler	7.80	8.25	8.60
Shipper	7.91	8.25	8.60
Equipment Operator I	7.91	8.25	8.60
Abattoir Worker I	8.04	8.39	8.73
Equipment Operator II	8.11	8.46	8.82
Building Maintenceman I	8.21	8.57	8.92
Storekeeper I	8.21	8.57	8.92
Poultry Grader	8.26	8.61	8.97
Abattoir Worker II	8.30	8.66	9.03
Equipment Operator III	8.34	8.68	9.04
Poultry Plant Worker III	8.43	8.78	9.14
Building Maintenceman II	8.51	8.88	9.26
Refrigeration Operator I	8.51	8.88	9.26
Machinery Maintenceman	8.51	8.88	9.26
Meat Processor II	8.51	9.04	9.26
Abattoir Worker III	8.59	9.09	9.31
Refrigerator Operator II	9.17	9.70	9.92
Purchasing Agent	9.86	10.23	10.45
Engineer	9.87	10.23	10.45
Engineer (Chief) Corner Brook	10.01	10.55	10.67

**SALARY SCHEDULE**  
**NEWFOUNDLAND FARM PRODUCTS**  
**CORPORATION**

**EFFECTIVE AUGUST 1, 1987**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
Office Cleaner	7.67	7.91	8.22
Poultry Plant Worker I	7.71	7.95	8.27
Poultry Plant and Abattoir Cleaner I	7.71	7.95	8.27
Poultry Plant Worker II	7.79	8.11	8.44
Poultry Plant and Abattoir Cleaner II	7.88	8.19	8.52
Meat Processor I	7.94	8.21	8.56
Truck Driver's Helper	7.96	8.30	8.64
Assistant Poultry Grader	8.00	8.33	8.67
Stockhandler	8.07	8.52	8.87
Shipper	8.18	8.52	8.87
Equipment Operator I	8.18	8.52	8.87
Abattoir Worker I	8.31	8.66	9.00
Equipment Operator II	8.38	8.73	9.09
Building Maintenceman I	8.48	8.84	9.19
Storekeeper I	8.48	8.84	9.19
Poultry Grader	8.53	8.88	9.24
Abattoir Worker II	8.57	8.93	9.30
Equipment Operator III	8.61	8.95	9.31
Poultry Plant Worker III	8.70	9.05	9.41
Building Maintenceman II	8.78	9.15	9.53
Refrigeration Operator I	8.78	9.15	9.53
Machinery Maintenceman	8.78	9.15	9.53
Meat Processor II	8.78	9.31	9.53
Abattoir Worker III	8.86	9.36	9.58
Refrigerator Operator II	9.44	9.97	10.19
Purchasing Agent	10.13	10.50	10.72
Engineer	10.14	10.50	10.72
Engineer (Chief) Corner Brook	10.28	10.82	10.94

**SALARY SCHEDULE**  
**NEWFOUNDLAND FARM PRODUCTS**  
**CORPORATION**

**EFFECTIVE FEBRUARY 1, 1988**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
Office Cleaner	8.11	8.35	8.66
Poultry Plant Worker I	8.15	8.39	8.71
Poultry Plant and Abattoir Cleaner I	8.15	8.39	8.71
Poultry Plant Worker II	8.23	8.55	8.88
Poultry Plant and Abattoir Cleaner II	8.32	8.63	8.96
Meat Processor I	8.38	8.65	9.00
Truck Driver's Helper	8.40	8.74	9.08
Assistant Poultry Grader	8.44	8.77	9.11
Stockhandler	8.51	8.96	9.31
Shipper	8.62	8.96	9.31
Equipment Operator I	8.62	8.96	9.31
Abattoir Worker I	8.75	9.10	9.44
Equipment Operator II	8.82	9.17	9.53
Building Maintencenceman I	8.92	9.28	9.63
Storekeeper I	8.92	9.28	9.63
Poultry Grader	8.97	9.32	9.68
Abattoir Worker II	9.01	9.37	9.74
Equipment Operator III	9.05	9.39	9.75
Poultry Plant Worker III	9.14	9.49	9.85
Building Maintencenceman II	9.22	9.59	9.97
Refrigeration Operator I	9.22	9.59	9.97
Machinery Maintencenceman	9.22	9.59	9.97
Meat Processor II	9.22	9.75	9.97
Abattoir Worker III	9.30	9.80	10.02
Refrigerator Operator II	9.88	10.41	10.63
Purchasing Agent	10.57	10.94	11.16
Engineer	10.58	10.94	11.16
Engineer (Chief) Corner Brook	10.72	11.26	11.38

**SALARY SCHEDULE**  
**NEWFOUNDLAND FARM PRODUCTS**  
**CORPORATION**

**EFFECTIVE AUGUST 1, 1988**

	STEP 1	STEP 2	STEP 3
Office Cleaner	8.33	8.57	8.88
Poultry Plant Worker I	8.37	8.61	8.93
Poultry Plant and Abattoir Cleaner I	8.37	8.61	8.93
Poultry Plant Worker II	8.45	8.77	9.10
Poultry Plant and Abattoir Cleaner II	8.54	8.85	9.18
Meat Processor I	8.60	8.87	9.22
Truck Driver's Helper	8.62	8.96	9.30
Assistant Poultry Grader	8.66	8.99	9.33
Stockhandler	8.73	9.18	9.53
Shipper	8.84	9.18	9.53
Equipment Operator I	8.84	9.18	9.53
Abattoir Worker I	8.97	9.32	9.66
Equipment Operator II	9.04	9.39	9.75
Building Maintenceman I	9.14	9.50	9.85
Storekeeper I	9.14	9.50	9.85
Poultry Grader	9.19	9.54	9.90
Abattoir Worker II	9.23	9.59	9.96
Equipment Operator III	9.27	9.61	9.97
Poultry Plant Worker III	9.36	9.71	10.07
Building Maintenceman II	9.44	9.81	10.19
Refrigeration Operator I	9.44	9.81	10.19
Machinery Maintenceman	9.44	9.81	10.19
Meat Processor II	9.44	9.97	10.19
Abattoir Worker III	9.52	10.02	10.24
Refrigerator Operator II	10.10	10.63	10.85
Purchasing Agent	10.79	11.16	11.38
Engineer	10.80	11.16	11.38
Engineer (Chief) Corner Brook	10.94	11.49	11.61

**SALARY SCHEDULE**  
**NEWFOUNDLAND FARM PRODUCTS**  
**CORPORATION**

**EFFECTIVE FEBRUARY 1, 1989**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
Office Cleaner	8.77	9.01	9.32
Poultry Plant Worker I	8.81	9.05	9.37
Poultry Plant and Abattoir Cleaner I	8.81	9.05	9.37
Poultry Plant Worker II	8.89	9.21	9.54
Poultry Plant and Abattoir Cleaner II	8.98	9.29	9.62
Meat Processor I	9.04	9.31	9.66
Truck Driver's Helper	9.06	9.40	9.74
Assistant Poultry Grader	9.10	9.43	9.77
Stockhandler	9.17	9.62	9.97
Shipper	9.28	9.62	9.97
Equipment Operator I	9.28	9.62	9.97
Abattoir Worker I	9.41	9.76	10.10
Equipment Operator II	9.48	9.83	10.19
Building Maintenceman I	9.58	9.94	10.29
Storekeeper I	9.58	9.94	10.29
Poultry Grader	9.63	9.98	10.34
Abattoir Worker II	9.67	10.03	10.40
Equipment Operator III	9.71	10.05	10.41
Poultry Plant Worker III	9.80	10.15	10.51
Building Maintenceman II	9.88	10.25	10.63
Refrigeration Operator I	9.88	10.25	10.63
Machinery Maintenceman	9.88	10.25	10.63
Meat Processor II	9.88	10.41	10.63
Abattoir Worker III	9.96	10.46	10.68
Refrigerator Operator II	10.54	11.07	11.29
Purchasing Agent	11.23	11.61	11.84
Engineer	11.24	11.61	11.84
Engineer (Chief) Corner Brook	11.38	11.95	12.07



**SALARY SCHEDULE**  
**NEWFOUNDLAND FARM PRODUCTS**  
**CORPORATION**

**EFFECTIVE AUGUST 1, 1989**

**STEP 1 STEP 2 STEP 3**

Office Cleaner	8.99	9.23	9.54
Poultry Plant Worker I	9.03	9.27	9.59
Poultry Plant and Abattoir Cleaner I	9.03	9.27	9.59
Poultry Plant Worker II	9.11	9.43	9.76
Poultry Plant and Abattoir Cleaner II	9.20	9.51	9.84
Meat Processor I	9.26	9.53	9.88
Truck Driver's Helper	9.28	9.62	9.96
Assistant Poultry Grader	9.32	9.65	9.99
Stockhandler	9.39	9.84	10.19
Shipper	9.50	9.84	10.19
Equipment Operator I	9.50	9.84	10.19
Abattoir Worker I	9.63	9.98	10.32
Equipment Operator II	9.70	10.05	10.41
Building Maintenceman I	9.80	10.16	10.51
Storekeeper I	9.80	10.16	10.51
Poultry Grader	9.85	10.20	10.56
Abattoir Worker II	9.89	10.25	10.62
Equipment Operator III	9.93	10.27	10.63
Poultry Plant Worker III	10.02	10.37	10.73
Building Maintenceman II	10.10	10.47	10.85
Refrigeration Operator I	10.10	10.47	10.85
Machinery Maintenceman	10.10	10.47	10.85
Meat Processor II	10.10	10.63	10.85
Abattoir Worker III	10.18	10.68	10.90
Refrigerator Operator II	10.76	11.29	11.52
Purchasing Agent	11.45	11.84	12.08
Engineer	11.46	11.84	12.08
Engineer (Chief) Corner Brook	11.61	12.19	12.32

**SCHEDULE “B”**

**NEWFOUNDLAND FARM PRODUCTS  
CORPORATION  
HS EQUIVALENT**

<b>CLASSIFICATION TITLE</b>	
Abattoir Worker I	h5-16
Abattoir Worker II	h5-20
Abattoir Worker III	h5-22
Assistant Poultry Grader	HS-12
Building Maintenceman I	h5-18
Building Maintenceman II	h5-22
Engineer	h5-24
Engineer (Chief) Corner Brook	h5-25
Equipment Operator I	h5-16
Equipment Operator II	h5-18
Equipment Operator III	h5-21
Machinery Maintenceman	h5-22
Meat Processor I	h5-11
Meat Processor II	h5-22
Office Cleaner	h5-08
Poultry Grader	h5-20
Poultry Plant Worker I	h5-11
Poultry Plant Worker II	h5-12
Poultry Plant Worker III	h5-21
Poultry Plant and Abattoir Cleaner I	HS-11
Poultry Plant and Abattoir Cleaner II	h5-12
Purchasing Agent	h5-24
Refrigeration Operator I	h5-22
Refrigerator Operator II	h5-23
Shipper	h5-15
Stockhandler	h5-15
Storekeeper I	h5-19
Truck Driver’s Helper	h5-12

## CLASSIFICATION REVIEW AND APPEAL BOARD PROCEDURES

### A. Definitions

1. “Appeal” means a request of an employee or a permanent head on behalf of the employee to the Classification Appeal Board for a change in the classification of his current position.
2. “Board” means the Classification Appeal Board constituted to function in accordance with these procedures.
3. “Classification” means the identification of a position by reference to a class title and a pay range number.
4. “Day” means a working day.
5. “Permanent Head” means permanent head as defined below or any official authorized by him to act on his behalf:
  - (a) In respect of government departments, the Deputy Minister of the department concerned;
  - (b) In respect of persons employed under Head II (Legislative) as contained in the Estimates of Revenue and Expenditure of the Province of Newfoundland (hereinafter referred to as the Estimates), the Honourable the Speaker, (except for employees of the Department of the Auditor General and the Office of the Parliamentary Commissioner);
  - (c) In respect of persons employed under Head III of the Estimates;

- (i) The Lieutenant-Governors Establishment, the Private Secretary to the Lieutenant-Governor;
  - (ii) The Office of the Premier, an officer designated by the Premier;
  - (iii) The Executive Council Office, the Clerk of the Executive Council;
  - (iv) The Cabinet Secretariat, the Clerk of the Executive Council;
  - (v) The Intergovernmental Affairs Secretariat, the Deputy Minister and that Secretariat; and
  - (vi) The Treasury Board Secretariat, the Secretary of the Board.
- (d) In respect of the Public Service Commission, the Chairman of the Public Service Commission;
  - (e) In respect of the Department of the Auditor General, the Auditor General;
  - (f) In respect of the Government Loan Boards, the Chairmen of these Boards;
  - (g) In respect of the Newfoundland Medical Care Commission, the Executive Director of the Medical Care Commission;
  - (h) In respect of the Newfoundland Hydro Corporation, the Newfoundland and Labrador Housing Corporation and the Workers' Compensation Commission, the Chairmen of these agencies;

- (i) In respect of the College of Trades and Technology and the College of Fisheries, the President of these Colleges;
  - (j) In respect of the Newfoundland Liquor Corporation, the President of the Corporation;
  - (k) In respect of agencies not specifically covered by the definitions in this Section, the highest management official in these agencies;
  - (l) In respect of Hospitals not operated by Government, the Administrator of each such Hospital;
  - (m) In respect of the Office of the Parliamentary Commissioner, the Parliamentary Commissioner.
6. "Review" means re-appraisal or re-assessment of an employee's current position classification by the Classification & Pay Division of Treasury Board upon request of the employee or the Permanent Head on behalf of the employee.
7. "Treasury Board" means Treasury Board as constituted pursuant to the Financial Administration Act as now or hereafter amended.

**B. Constitution of Classification Appeal Board**

1. There shall be a Board to be known as the Classification Appeal Board consisting of a Chairman and not more than five (5) members to be appointed by the Lieutenant-Governor in Council to serve for a period of one year in the first instance, subject to extension for further periods at the discretion of the Lieutenant-Governor in Council.

2. The Board is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures which any employee whose position has been classified by the Classification & Pay Division may wish to submit against the classification which has been assigned.
3. A quorum for the Board shall consist of three (3) members including the Chairman or Acting Chairman.
4. In the absence of the Chairman from a meeting of the Board, the members present shall appoint one of their members as Acting Chairman.
5. The Board may hold hearings on appeals and may require an appellant to appear before it at any time and in any place in the Province it may deem desirable.
6. The Chairman and members of the Board shall be compensated for their service at such rates as Treasury Board may approve.
7. Expenses incurred by the Board in the performance of its duties and such out of pocket expenses incurred by an appellant appearing before the Board at its request shall be paid from public funds, subject to Treasury Board approval.
8. The Board shall be provided with such clerical staff and facilities, e.g., office accommodation, etc. as the Treasury Board may deem necessary to assist it in its work.
9. A commission shall be issued to the Board, pursuant to Section 2 of the Public Enquiries Act, conferring upon it the powers set forth in the said section.

C. Procedures

1. The process of review and/or appeal pursuant to these procedures shall be available to any employee.
2. A review or appeal shall not be entertained on the grounds:
  - (a) of the inadequacy of the pay scale assigned to the pay range number;
  - (b) that the scope of duties and responsibilities have been improperly assigned to a position by management.
3. A request for review shall be submitted to the Director of the Classification & Pay Division, Treasury Board, Confederation Building, St. John's, A1C 5T7, in writing stating:
  - (a) the employee's full name;
  - (b) name of the employing department and place of work;
  - (c) the classification in respect of which the review is requested;
  - (d) details of the reasons why the employee considers that his present classification is incorrect and the justification for the classification which the employee considers to be correct.
4. The Classification and Pay Division shall consider each such request within 30 days of its receipt and within a further 30 days shall notify the employee in writing of its decision thereon.
5. If an employee is dissatisfied with the decision of the Classification & Pay Division, he may, if he

so desires, appeal the decision to the Classification Appeal Board, P.O. Box 9295, St. John's, Newfoundland.

6. **All** such appeals shall be submitted to the Board in writing (in duplicate) within a period of not more than fourteen (14) days after the receipt by any employee of notification of the Classification & Pay Division's decision as above mentioned.
7. An appeal shall not be submitted to the Board on any grounds which differ from the grounds upon which a review by the Classification & Pay Division has been requested by the employee or a permanent head on behalf of the employee and no such appeal shall be entertained by the Board. In such a case the employee or permanent head on behalf of the employee shall first approach the Classification and Pay Division seeking a further review on the basis of the new circumstances involved.
8. The Board shall consider and rule only upon appeals received from an individual employee provided that such employee shall first have submitted a request to the Classification & Pay Division for a review of his classification, or a request for a review submitted by his permanent head on his behalf, in accordance with paragraph 3 of this Section, and shall have been notified in writing of the Division's decision on his request.
9. The Board has the right to refuse to receive or hear an appeal if it considers that the grounds upon which the appeal is submitted are irrelevant or not in accordance with the procedures contained herein.
10. The Board may call upon any person, at its discretion, to assist it in the consideration of any appeal which may be submitted to it.



11. The appellant who is requested to appear before the Board may be accompanied by another person of his choice who may address the Board on the appellant's behalf.
12. The employing department concerned shall allow time off from his regular duties to any employee who is required by the Board to appear before it, and in respect of such absence, the employee shall be regarded as being O.H.M.S. It shall be the responsibility of the employee to obtain the prior approval of his permanent head before absenting himself from duty for this purpose.
13. The decision of the Board on an appeal shall be final and binding on both the appellant and the Government. The majority opinion of the Board shall prevail and there shall be no minority report.
14. Decisions of the Board shall be conveyed in writing within fifteen (15) days over the signature of the Chairman or Acting Chairman, to the appellant or his designated representative to Treasury Board and to the permanent head concerned for such action as may be appropriate.