Newfoundland & Labrador Division

And

Commissionaires Labour Relations Committee

Newfoundland & Labrador

Policies & Procedures

2013 Edition
Amended June 2013
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WHSCC Early and Safe Return-to-Work Plan
Forward

These Policies and Procedures are written under the authority of the Board of Governors and supercede all other standing human resources policies and procedures, rules and regulations; published in book form. As well, all other separately published texts that are in conflict with this book are also superceded. These Policies ad Procedures may be changed at anytime through negotiation between Senior Management and the Commissionaires Labour Relations Committee, on authority of the Board of Governors as required.

These Policies & Procedures are in effect from 07 Aug 2003 until revised by the CLRC.

Publish Date 16 September 2003
Amended July 2011
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Glossary

**Client.** The name of the entity to which Commissionaires are assigned; (Fisheries & Oceans, St. John’s Airport, etc.). As well, the name of the person with whom the Corps deals with, representing the entity; Mr. X, Mrs. Y.

**CLRC.** Commissionaires Labour Relations Committee, the democratically elected representatives of all Commissionaires in the NL Division. (Refer to Annex A – CLRC Terms of Reference)

**Commissionaire.** Any person employed by the Canadian Corps of Commissionaires, Newfoundland & Labrador Division.

**Corps.** The Canadian Corps of Commissionaires, a national federation of autonomous Divisions, serving throughout Canada. Also the Division, as in Newfoundland & Labrador Division, as referred to for business dealings and in everyday speech.

**Division.** The Newfoundland & Labrador Division, the independent company, that is incorporated & operated under the laws of Newfoundland & Labrador, and employing all Commissionaires in Newfoundland & Labrador.

**Grievance (Administrative).** A grievance where the petitioner feels he/she has been treated unjustly and as a result has lost monies, seniority, promotion and etc.

**Grievance (Disciplinary).** A grievance where the petitioner feels he/she have been unjustly been accused of a wrong doing which the results of could adversely affect their future employment with the corps.

**Headquarters Management. (Amended June 2013)** Persons assigned to Divisional Headquarters in the role of CEO, Director of Finance and Administration, Director of Operations and Training, and Director of Business Development, Client Services, and Investigative Services.

**Site.** A site is a workplace, as agreed to by the Corps and the client as coming under a separate contract.

**Site Manager.** A Commissionaire, who supervises at least one other Commissionaire and is responsible for Client Relations. This is a designated Supervisor Position in the NL Division.

**Supernumerary (Inactive) List. (Added June 2013)** Commissionaires who remain on the nominal role of the Corps, should they wish to do so, but who are not on the active payroll list and are not contacted for work.. Employees may be request that they be moved to the Supernumerary List until such time as they are available for work. Casual employees may be moved to the Supernumerary List when they fail to respond to casual callouts as required or when they fail to complete necessary training or other requirements. Supernumeraries must return all uniforms and equipment and do not accumulate seniority until such time as they return to the Casual List.
Supervisory Position. (Amended June 2013) A paid, designated supervisory position other than Site Manager who is responsible for the supervision of one or more Commissionaires and/or in control of a specific area or item.
Section 1 – History & Organization

Captain Edward Walter founded the Corps of Commissionaires in England in 1859. His idea was based on the plight of veterans of the Crimean War, who, after their service were left to fend for themselves, and were being ignored by society.

The Corps in Canada was started in 1925 in Montreal, with other units being formed in Toronto & Vancouver. Today, there are 16,000 Commissionaires serving in 17 Divisions across the country.

The Newfoundland & Labrador Division was formed in 1949 and has thrived since its inception.

As of the writing of this text, the Corps’ 17 Divisions are self-governing independent companies which form a national federation – The Canadian Corps of Commissionaires.

In 2001, the NL Division took a giant leap forward in Management/Employee relations with the formation of the Commissionaires Labour Relations Committee (CLRC) and the subsequent writing and acceptance of these Policies and Procedures. (Refer to Annex A – CLRC Terms of Reference)
Section 2 – Policies & Procedures, General

2.1 **Purpose.**

The purpose of this publication is to promote the Policies & Procedures, which are standard for the Canadian Corps of Commissionaires, Newfoundland & Labrador Division.

2.2 **Legal Purpose.**

These Policies & Procedures bind all Commissionaires employed by the Newfoundland & Labrador Division, and as such, this publication forms a binding contract between the Commissionaires as employees and the Corps as employer.

2.3 **Aims & Objectives.**

**Vision:** The vision of NL Division of the Canadian Corps of Commissionaires is to be the preferred provider of professional security services in Newfoundland and Labrador by qualified former Canadian Forces, RCMP and other uniformed personnel along with other qualified individuals

**Mission:** The mission of Commissionaires Newfoundland and Labrador is to modernize and diversity in order to become this province’s premier security provider offering a wide range of quality security and related services to its public and private sector clients consistent with its historical core mandate

**Mandate** Commissionaires is dedicated to providing meaningful opportunities, for veterans of the Canadian Forces and the RCMP.

2.4 **Management’s Rights.**

It is management’s right to manage the affairs of the Division in all respects, and in accordance with its discretion, commitments, obligations, responsibilities, policies and procedures. It is also management’s right to manage its employees in accordance with these policies, procedures and in accordance with all applicable statutory regulations.
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Section 3 – Pre-Employment

3.1. **Requirements.** (Amended June 2013)

Employment is open to individuals who:

A. Have served in any branch of the Canadian Armed or Allied Forces;
B. Are serving in the Canadian Forces Reserves;
C. Have served in the Royal Canadian Mounted Police; or
D. Are individuals who possess qualifications that would make them valued employees of Commissionaires Newfoundland and Labrador Division.

Applicants must also meet the following requirements:

A. Be interviewed and present such further material and/or evidence as may be required to establish good reputation, character and suitability;
B. Be able to pass a security clearance and be bondable;
C. Be capable, suitable and physically fit for general Commissionaire duty;
D. Prospective employees are required to complete the enrolment documentation and provide the Headquarters with a copy of their service record, qualifications and/or previous civilian employment. The Division Headquarters will hold the enrolment documentation; and
E. Must complete the Commissionaires Security Officers Course.

3.2. **Eligibility and Acceptability.**

Eligibility does not automatically grant acceptability. Acceptability for employment as a Commissionaire shall be at the sole discretion of senior management.
Section 4 – Dress, Deportment and Conduct

4.1 General.

The success and permanence of the Corps, like every other organization providing a service, depends largely upon the conduct, smart appearance, alertness and discipline of its individual members and their approach to the general public. The image and conduct of each Commissionaire is critical to the clients’ and publics’ perception of the Corps as a whole.

4.2 Member’s Rights

All dealings between Management and Corps Members will be conducted in a courteous, respectful and professional manner.

4.3Courtesy and Paying of Respects

Commissionaires in uniform are to pay compliments as befitting the occasion(s), and as separately instructed by management. As well, Commissionaires at all times are expected to use tact, respect, and courtesy. Politeness costs nothing, and goes a long way in enhancing personal and Corps image. Any time Commissionaires are in uniform, whether on duty or not, the above policy applies.

4.4 Uniforms (Amended June 2013)

The standard of personal dress, appearance and grooming shall be such as to reflect favorably on the individual and the Canadian Corps of Commissionaires. Personal appearance creates an impression that is vitally important to the professionalism, image and acceptance of a Commissionaire by the Client and the general public. Commissionaires are expected to abide by the following guidelines:

A. Hair is to be kept cut, clean and tidy. Hair must be off the collar and trimmed. Females are required to have hair tied up in a bun;

B. Commissionaires should be clean-shaven when reporting for duty; however, moustaches and beards (if so authorized by the Client) may be worn but they must be neatly trimmed;

C. High standards of personal hygiene are expected;
D. Smoking and chewing gum while in uniform are permitted only on authorized breaks and in accordance with worksite practices;

E. Only the uniform issued and approved for wear by the Corps is authorized;

F. Commissionaires will not mix civilian articles of dress (other than socks, gloves and footwear) with the Corps uniform;

G. Commissionaires in uniform will wear Corps’ hats when issued and so desired by the Client;

H. All military awards and medal ribbons approved by the Government of Canada that have been awarded to a Commissionaire shall be worn appropriately; and

I. Failure to abide by dress regulations will be dealt with using normal disciplinary procedures.

4.5 **Distribution of Materials & Promotion of Causes.**

To enhance its good community image, Commissionaires on duty may, with client approval, distribute information, promote activities and charitable causes, such as the selling of tickets, soliciting for donations, providing such activities do not interfere with the performance of duties. Furthermore, it is clearly understood that the Commissionaires involvement in such activities will be on a strictly voluntary basis.

4.6 **Serious Misconduct.**

The following examples of serious misconduct may be just cause for dismissal.

A. The use of illegal drugs or alcohol while on duty, or reporting for duty under the influences of illegal drugs or alcohol. The mere fact of having one’s breath smell of alcohol is sufficient.

B. Harassment (sexual or otherwise).

C. Abandoning one’s post.

D. Willful non-compliance of post orders.

E. Unprovoked verbal abuse.

F. Recognized guilty of a criminal offence.
G. Asleep at one’s post.

H. Verbal or physical attack.

I. Grave insubordination or violence towards a work colleague, a superior, an executive of the Division, or the client.

J. Breach of confidentiality.

K. Serious negligence in the performance of duties.

L. Any other reprehensible conduct related to work.

M. Willful non-compliance of health and safety practices resulting in serious injury or death.
Section 5 – Terms of Employment

5.1 Probation Periods.

A. New Commissionaires
   Every new Commissionaire must work 500 hours as a probationary period. Any Commissionaire found to be unsuitable for security related duties may have their employment terminated at any time during the probationary period.

B. New/Vacant Site Probation Periods
   A successful applicant for a new or vacant position must work 500 hours as a site probation period. If the Cmre fails to meet the site standards he/she will be placed on the casual employment list until another full-time position becomes available. All cases of non-conformance with site standards and attempts to correct the problems must be well documented by the Site Manager.

C. Professional Appraisal Program
   Commissionaires Newfoundland and Labrador shall maintain a professional appraisal program which is primarily formative in nature in order to foster continuous professional growth and development. All Commissionaires in Newfoundland and Labrador Division will undergo yearly appraisal within the professional development process. All probationary and replacement/casual staff shall also be involved. Senior Management of CNL recognizes that all of our security personnel are competent, dedicated professionals. Senior Management is committed to providing opportunities for the professional development of its employees. Site Managers are responsible for ensuring that each Commissionaire is formally appraised on a yearly basis with copies forwarded to HQ to be placed on the employee’s personnel file.

5.2 Job Placements (Amended June 2013)

On some occasions, clients require their sites to be staffed by Commissionaires with specific qualifications i.e. Secret Cleared, Bilingual, etc. When these qualifications are not available at that site, Commissionaires who have these qualifications but who are working at another site are required to backfill until suitably trained Commissionaires have been provided to the client. Employees would be paid the higher of the two salaries. The duration shall not normally exceed a two month period. After two months, such reassignment should be by mutual consent.
5.3 **Site Management.**

Each site will normally be run by a Site Manager. Site Managers are responsible for the management duties assigned to their particular site, which outline the duties required for efficiency and good service. When not on active duty, Site Managers may be contacted for advice and intervention, but normally, there will always be someone in charge to run the site in the Site Manager’s absence.

5.4 **Exchange of Duties.**

The exchange of duties must be approved by the Site Manager, who will notify the division office when necessary. Duty shifts may be exchanged upon the completion of the Shift Exchange Form; approved by the Site Manager and forwarded to HQ during the pay period concerned.

5.5 **Employee Classification.** *(Amended June 2013)*

A. **Permanent Employee** - an employee who has been awarded a full time job and has completed the probationary period.

B. **Permanent Part Time Employee** - an employee who has been awarded a part time job and has completed the probationary period.

C. **Casual** - an employee who is not assigned to any Permanent or Permanent Part Time position, one who works various jobs at irregular hours and who is on the casual list.

D. **Supernumerary (Added June 2013)** - Employees who remain on the nominal role of the Corps, should they wish to do so, but who are not on the active payroll list and are not contacted for work. Employees may request that they be moved to the Supernumerary List until such time as they are available for work. Casual employees may be moved to the Supernumerary List when they fail to respond to casual callouts as required or when they fail to complete necessary training or other requirements. Supernumeraries must return all uniforms and equipment and do not accumulate seniority until such time as they return to the Casual List.

E. **Re-Hire** – an employee who has been re-hired and in receipt of a Severance pay-out will have their employment restricted as follows:

1. Will be employed as a Casual employee only
2. Will not accumulate any seniority
3. Will not be paid out any further severance pay upon termination of employment
4. To be re-hired at the sole discretion of Senior Management.
F. **Re-Hire** - an employee who has been re-hired and NOT in receipt of a Severance pay-out will be employed under the following conditions.

1. No probation period other than site probation.
2. Seniority will commence on day one of re-employment.
3. To be re-hired at the sole discretion of Senior Management.

5.6 **Seniority**

A. **General Seniority** is the length of continuous service a Commissionaire has with the division commencing after the probationary period, retroactive to the first day of work.

B. **Site Seniority** is the length of full-time continuous service a commissionaire has on a site.

5.7 **Site Lay-offs’ & Closures**

When a site is downsized or closed, the Director of Operations & Training will first offer lay-offs to those on the Site affected or other Sites in the Geographical area, on a voluntary basis. Those lay-offs may be permanent at the request of the Commissionaire being laid-off or temporary on the basis of waiting for full-time employment through competition. Should there be no volunteers and it become necessary, the lay-offs will be on the affected Site and will start at the Commissionaire with the lowest Corps Seniority.

5.8 **Bumping Rights**

A. **Group Lay-Off’s:**

1. The Director of Operations and Training and the CLRC will review the situation and ascertain the number of persons affected by the downsizing or closure, who are qualified to bump and the number of positions available for bumping, starting at the lowest seniority, full time position (other than Site Manager) in the geographical area and working up.

2. Offers will then be made to the affected Commissionaires, starting with the Cmre on the affected Site, having the highest Corp Seniority. That Cmre would be given his/her choice of the positions identified by the Director of Operations and Training as being available for bumping, providing there are no specialized training requirements, the offered Commissionaires does not have.
3. Once the Cmre with the highest Seniority has made his/her decision, the Cmre with Second Highest Corp Seniority will be offered his/her choice of the remaining identified positions. This process will carry on until all the identified available positions have been exhausted, or all the affected Cmres have been placed, which ever comes first.

4. Cmres who have not been afforded the chance to bump due of unavailability of a full-time position will be allowed to bump casual positions providing there are no specific training requirements for those positions.

5. Cmres who through their own decision, decide not to bump, will be placed on the Casual Call-Out list until such a time as a full-time Position becomes available through competition.

6. Once an offer has been made and accepted in any of the above steps, that decision will be final.

7. Should a situation arise during the bumping process that appears punitive and unfair, an ad hoc Committee will be formed consisting of the CLRC Chairman and one representative from Senior Management. This decision of the Committee is final and cannot be grieved.

B. One (1) Member Lay-off:

1. If only one (1) Cmre is to be laid-off due to Site closure or Site Cut-Backs, the affected Cmre will be offered the opportunity to bump the lowest seniority, full time position (other than Site Manager) in the geographical area, providing he/she has more seniority than the Cmre filling that position and that there are no specialized training requirements for that position.

2. Should there be no full-time position available for the Cmre to bump into, he/she will be offered the opportunity to bump into a casual position, providing that position has no specialized training requirements.

3. Should there be no Casual Positions available, the affected Cmre will be placed on the casual call-out list until such a time as a full-time position becomes available through competition.

C. Casual Commissionaires Lay-off:

Casual Commissionaires who have been bumped will be placed on the casual call-out list.
5.9 **Job Positions.** *(Amended June 2013)*

A. **Full Time Positions**

All full-time job positions, newly acquired, or current but vacant, will be offered Division wide using the following criteria (except in cases where Section 5.10.F applies):

1. An applicant must be in possession of Site Specific Qualifications (if they are listed on a job posting). The Site Specific Qualifications are determined by the Client in consultation with the CEO and/or Senior Management. As well, applicants must possess all the General Qualifications. If more than one applicant is in possession of the General Qualifications, then General Seniority will prevail. Possession of a MOC is an asset on NMSO sites.

2. As well, where there are no requirements for Site Specific Qualifications, an applicant must be in possession of the General Qualifications listed in a job posting. If more than one applicant is in possession of the General Qualifications, then General Seniority will prevail.

3. Commissionaires awarded jobs at the various sites own a job at that site but not a specific schedule. Schedules are developed by the Site Manager for the effective and efficient operation of that site. Schedules should be developed by Site Managers in a fair and consistent manner.

The intent is to award the job posting by General Seniority, if the applicant is in possession of the required qualifications.

B. **Eligibility to Apply** *(Amended June 2013)*

1. Once a person has applied for and been successful in obtaining a new position, (with the exception of positions considered to be Career Advancement) the Commissionaire will remain in the new position for a period of 1 year before they become eligible to apply for another position. Once a Commissionaire has been offered a new position through Job Postings, then their decision will be forwarded to the Director of Operations in writing within 24 hrs after being offered the job position.

2. Commissionaires, who are on Sick Leave, Leave of Absence, Maternity/Parental Leave at the time a job is posted, may apply for that position providing they are able to meet the start date of the new position.
3. Management may deem any casual employee who has two written incident reports on their personnel file as ineligible to be awarded a permanent position regardless of their seniority level for a period of one year from the date of the last incident.

C. **Voluntary Lay-offs**

Jobs that become available because someone on one site takes a lay-off, from another site that is downsizing, will be posted in accordance with article 5.9.A. Jobs with enhanced working conditions will be first offered internally according to site seniority.

D. **Supervisory Positions** *(Amended June 2013)*

1. Supervisory Personnel are to be selected by Senior Management and the Site Manager of the site concerned.

2. **Selection Process:**

   **Internal Competition**

   The vacant position will be offered first through internal Site competition based on the following criteria:

   a. Specific site qualifications

   b. Site requirements.

   c. Successful completion of the Commissionaires Supervisors Course Level I or Level II or have equivalent training and experience as deemed satisfactory by the Dir of Ops/Trg.

   d. Review of the Individual’s Corp Personnel File

   e. Seniority will only be used as a tiebreaker.

3. **External Competition**

   Should the internal competition fail to yield a qualified candidate, the position will be offered through normal division wide competition utilizing the criteria listed in article 5.9.E.2
E. **Site Manager Positions**

1. Senior Management has the exclusive right to select and appoint all Site Manager Positions, Site Managers/Assistant Site Managers are considered to be part of Management.

2. All Site Manager positions, new or vacant, are to be offered on a Division-wide internal basis first (except in cases where Section 5.10.F applies). If a suitable candidate cannot be located internally, the position may then be offered outside the Division.

3. Commissionaires wishing to apply for a new/vacant Site Manager’s position will be required to do so by submitting a formal resume. Senior Management reserves the right to conduct interviews where a number of candidates are deemed eligible.

4. Commissionaires Supervisors Course Level II or have equivalent training and experience as deemed satisfactory by the Dir of Ops/Trg.

5. There will be no internal avenue of appeal for Site Manager’s appointments. Cmres wishing to appeal the appointment of a Site Manager will be required to conduct their appeal to outside sources, ex: Labour Board, Legal Sources, and etc.

F. **Non-Management Headquarters' Positions**

1. Senior management has the exclusive right to select and appoint all non-Management Headquarters’ Positions, providing the CLRC Chairperson has reviewed the criteria placed on the job posting and is in agreement with it.

2. All non-Management Headquarters' Positions, new or vacant are to be offered on a Division-wide internal basis first. If a suitable candidate cannot be located internally, the position may then be offered outside the Division. The following minimum guidelines for candidates should include:

   a. Have the relevant qualifications and/or experience for the position;
   b. Review of individuals personnel file; and
   c. An interview.

3. Cmres wishing to apply for a new/vacant non-Management Headquarters’ Positions will be required to do so by submitting a formal resume.
4. Non-Management Headquarters' Positions will be posted as per the policy laid out in article 5.10 of these Policies and Procedures.

5. There will be no internal avenue of appeal for Headquarters' Positions appointments.

5.10 **Job Postings** *(Amended June 2013)*

The following procedures will be used to post all new and vacant positions:

A. The new or vacant positions will be posted on a quarterly basis, based on the following schedule:
   - Jan 1
   - April 1
   - July 1
   - Oct. 1

Jobs will be posted on the Commissionaires website only at the following address:

[www.commissionaires.nl.ca](http://www.commissionaires.nl.ca)

B. The closing date for the competition will be 15 days after the posting date. All applications have to be received at Division HQ via the online application portal under Member Login which is located on our website on or before the closing date.

C. The job will be awarded to the successful applicant within 10 days after the closing date.
D. When applying for a job opening, the applicant must meet the following Standing Requirements:

1. General Qualifications:
   a. General Seniority
   b. Valid & Current NL Drivers License
   c. Valid & Current First Aid Certificate
   d. completed the Commissionaires Security Officers Course

2. Provisions:
   As per applicable contract or agreement

3. Special Instructions:
   Applicant to ensure accurate seniority date & employee # on application. Personnel files may be reviewed.

E. If no applications are received for a posted position, the Director of Operations and Training, in consultation with the CLRC Chairperson has the authority to fill the vacant position permanently.

F. For new short notice contracts, where permanent positions are required immediately, the Dir of Ops shall notify the Chair of the CLRC, and may appoint permanent or casual employees to that site on a permanent basis including any rebadged employees.

G. During a job posting, when all positions are filled, any vacancies that occur will be staffed permanently by remaining applicants based on the seniority list.

H. In exceptional circumstances, the CEO, in consultation with the Chair of the CLRC, may make a permanent appointment to a job vacancy where the contract is in jeopardy, or for legal reasons.

5.11 Appeal Process

The results of all Job Positions, with the exception of those for Site Managers’ Positions may be appealed using the procedures laid out in article 9.1.B of these Policies and Procedures.
5.12 **Loss of Seniority** (Amended June 2013)

Seniority is said to be continuous, as long as it is not broken for one of the following reasons:

A. Voluntary termination of employment.

B. Dismissal for just cause.

C. Failure to report for scheduled work without notice or a reasonable excuse.

D. Refusing to accept employment without reasonable excuse.

E. Absence because of sickness (not work related) for more than two years.

F. Employee is placed on the Supernumerary List

5.13 **Notice Requirements as per Labour Standards**

Period of notice required to be given by employer and employee under Section 55 is:

A. 1 week, where the employee has been continuously employed by the employer for a period of 3 months or more but less than 2 years;

B. 2 weeks, where the employee has been continuously employed by the employer for a period of 2 years or more but less than 5 years;

C. 3 weeks, where the employee has been continuously employed by the employer for a period of 5 years or more but less than 10 years;

D. 4 weeks, where the employee has been continuously employed by the employer for a period of 10 years or more, but less than 15 years; and

E. 6 weeks, where the employee has been continuously employed by the employer for a period of 15 years or more.

5.14 **Hours of Work.**

Hours worked will be allotted in accordance with provincial regulations. The scheduling of hours will be at management’s discretion and may vary from site to site according to requirements. It is management’s responsibility to ensure, that to as great an extent as possible, hours to be worked are equally distributed.
5.15 Call Back (Amended June 2013)

Casual Commissionaires must accept work that is offered. Casual employees must respond to call back when notified unless the refusal is for emergency reasons. If a Casual turns down work they may be moved to the Supernumerary List or terminated. Upon initial hiring applicants must indicate their willingness to work on a casual basis and indicate their understanding that failure to work when called upon may result in termination.

5.16 Transfers. (Amended June 2013)

Transfers for Disciplinary Reasons

Commissionaires will be immediately removed from a site at the clients request. Every attempt will be made to have the Client place the reasons for this request in writing. Commissionaires may also be removed from a site upon the written request of the Site Manager. Site Managers must make this request to the Dir of Ops/Trg and all cases of non conformance with site standards and attempts to correct the problem must be well documented. The identified Commissionaire will not be allowed to avail themselves of bumping rights contained in these Policies and Procedures. The Commissionaire will be placed on the Casual List and not permitted to be awarded a permanent position in the immediately following job posting.
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Section 6 – Vacation and Leave

6.1. **Annual Vacation and Leave**

A. **Annual Block Leave:**

Administering Annual Block Leave is the responsibility of the Site Manager. The Site Manager is responsible for determining when vacation is taken and how many site personnel may be on leave at one time. Site Managers are also responsible for advising HQ Division of the leave schedules for that site.

The Annual Block Leave period is designated from May 15th - September 30th yearly. Commissionaires are to submit their Annual Block Leave requests to their respective site managers by *April 01, yearly*. In order to ensure fairness and consistency when authorizing leave during this period, the following procedure should be used:

1. To aid in preventing problems with conflicting leave dates on the site, all Commissionaires are encouraged to discuss their leave plans with other site members prior to submitting leave passes to the Site Manager.

2. When the Site Manager receives leave requests, they are to be minuted with *the date and time received* and a copy returned to the Commissionaire for his/her retention.

3. The Site Manager will then post the leave requests on site with the intent of encouraging the site Commissionaires of accommodating each other.

4. Should there be a dispute as a result of section 6.1.A.1 then the site manager will assign leave as follows;
   a. First come first served basis, *then*
   b. Site seniority used to resolve conflict in section 6.1.A.1 above.

B. **Non – Block Leave**

Leave requested outside the Block Leave Period will be at the discretion of the Site Manager and dependent upon Site requirements.
C. **Annual Leave - Christmas Period**

Official Annual Leave will not be authorized from 20th December – 3rd January yearly. Site Commissionaires are encouraged to work together in providing leave for each other during this period.

D. **Annual Vacation**

Where:

1. an employee works for an employer at least 90% of the normal working hours in a continuous 12 month period, beginning on the day of the start of employment or upon termination of a preceding 12 month period and

2. the employment by that employee does not stop before the end of that 12 month period, the employer shall permit the employee, within 10 months after the end of the continuous 12 month period, to take an annual vacation of not less than 2 weeks, and shall pay to the employee at the time wages amounting to 4% of the total wages earned by that employee during that 12 month period and

3. ‘week” means a period of 7 continuous days designated and consistently used by an employer, or a period of 7 continuous days beginning after midnight on a day that may be prescribed by the regulations, under the Labour Standards Act.

The employer shall, unless the employer and employee agree upon shorter periods, permit the employee to take the annual vacation.

E. **Reimbursements for Leave Expenses**

Leave requests will be actioned promptly, providing they are in accordance with instructions from Corps HQ. Once approved, if the Cmre makes a financial commitment and his leave is later cancelled, the Corps will reimburse lost monies. Before making a financial commitment the Cmre is to double check with Corps HQ that his leave is in fact approved. Such approval will be in writing. Failure to double check will negate this provision. An official receipt for the lost funds will have to be provided to the Pay and Administration section.

F. **Holiday Pay In Lieu**

Members are entitled to take holiday pay in lieu of holidays, in any increments.
G. **Holiday Increments**

Members are entitled to take holidays in increments of one working day with Site Manager’s approval.

6.2. **Sick and Family Responsibility Leave**

For the purpose of this article, “Immediate Family” is defined as; Parents, Spouses, Children, Legal Guardian and/or the Next Of Kin as identified by the member in Corps documentation.

A. Commissionaires, after having been employed by the Corps for a minimum period of 30 days, shall be granted, by the Corps, a period of 15 days unpaid sick leave or family responsibility leave in a year (fiscal).

B. Commissionaires shall provide the Corps with a medical certificate from a qualified medical practitioner for a period of 3 or more consecutive days of sick leave.

C. Commissionaires shall provide the Corps with a statement in writing of the nature of the family responsibility where the leave requested is of 3 or more consecutive days in duration.

D. Any unused portion of the period of leave provided for in this section expires at the end of the year in which it was granted.

E. After 15 days unpaid sick leave is used, a medical certificate from a qualified medical practitioner will be required for every occasion of sickness.

F. For family responsibility leave after 15 days unpaid leave is used, Commissionaires may, if they wish to do so, utilize their annual leave entitlement.
6.3. **Extended sick leave**

To qualify for extended sick leave, Commissionaires must have completed their Probationary Period. **Extended sick leave must be supported by doctor's documentation every 3 months.**

A. **For illness up to one year:**
   1. The Commissionaires original position will be protected until they are fit for duty.
   2. Seniority will not be affected.
   3. If original position no longer exists then bumping rights as per section 5.8. will apply.

B. **For illness from one to two years:**
   1. Original positions will not be protected, and will be offered to competition after 1 year, but
   2. Commissionaires who have completed their probationary period, once fit for duty, can bump as per section 5.8.
   3. Seniority will not be affected.

6.4. **Leaves of Absence.**

A. **Education**

Employees may take a leave of absence for up to 12 months to take educational training. During such absence seniority will not accumulate. Those on educational leave of absence will, on completion of their absence be put on the call back list.

B. **Canadian Forces Liaison Council**

A leave of absence up to 1 year may be granted for OPERATIONAL MISSIONS only with an advance notice of 12 weeks. These leaves of absence may be given once every two years. For training purposes, 2 weeks leave of absence may be granted once per year. Reservists will return to their previous job. Seniority will be maintained but not accumulated.
C. **Family Related**

Employees may take a leave of absence for a maximum of 90 days in a 12-month period, with no loss of seniority, to assist family members in times of crisis. Under all such cases, members will return to their previous jobs. Prior to using the benefits laid out in this article it is recommended that Cmres check on the EI benefits that may be available to them through HRDC.

6.5. **Parental & Maternity Leave**

Parental & Maternity Leave will be granted in accordance with provincial labour standards.

6.6. **Bereavement Leave**

A. In the event of the death of a member’s spouse, common law partner, child, parents, Step Parents, Parents In-Law, Sister, Brother, Brother & Sister In-Law, Legal Guardian, Son-In-Law, Daughter-In- Law, Grandparents, Grand Children, the member will be entitled to three (3) days with pay including the day of the funeral, provided the member would have been scheduled to work.

B. If the death of any aforementioned relative occurs 200 kms one way from the member’s residence, an additional day with pay will be granted to run consecutively after the previously mentioned days of bereavement leave.

C. If a member is notified of a death in his/her immediate family, he/she shall be properly relieved from duty as soon as possible and paid for the balance of the shift.
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Section – 7 Training

7.1. **General**

All members will undertake such training as may be required to meet the requirements of the Corps or the client. Members who fail to show up for, or refuse to attend training may be considered unsuitable for continued employment. Where the requirements of clients cannot be met because members are not suitably trained, those members may have to be replaced and go on the call-back list. The Corps will pay for the renewal of First Aid Training for all members.

7.2. **Commissionaires Security Officer’s Course** *(Amended June 2013)*

All Commissionaires will take the Commissionaires Security Officer’s Course online. Commissionaires must complete this course (all 10 quizzes and final exam) prior to being assigned for work unless operationally necessary as determined by the Director of Operations. If this course is not completed within 30 days, the Commissionaire may be terminated as being deemed unsuitable.

7.3. **Site Training** *(Amended June 2013)*

At the request of the Director of Operations, or the respective Client, Commissionaires may be required to undergo mandatory site-specific training. This training will be provided at no cost to the Commissionaire and all Commissionaires are required to successfully complete this training in a timely fashion. Failure to do so, without just cause, may result in immediate removal from the work site.

7.4. **Site Retraining**

Site retraining may be conducted at the Site Manager’s discretion and is not to be considered discipline. Site retraining can include a range of training options ranging from formal training to increased supervision for a predetermined length of time. This training will be conducted at no cost to the Corps and will be conducted during regular scheduled shifts.

7.5 **Commissionaire’s Supervisors Course**

Commissionaires wishing to apply for a Supervisor’s position will be required to have completed the Commissionaires Supervisors Course Level I or Level II or have equivalent training and experience as deemed satisfactory by the Director of Operations and Training.
7.6. **Supervisors Training**

A. The Corps’ Supervisors course is a national standards training program for Site Managers. All Site Managers, regardless of their sites will be required to take the Commissionaire’s Supervisors Course, Level 11.

B. There may be training required (other than what is listed above) for certain job assignments. Such training will be compulsory but at no cost to the Commissionaire.

7.7 **First Aid Training** *(Amended June 2013)*

All permanent Commissionaires are required to complete First Aid Training where their post requires it. The cost of this training will be borne by Commissionaires. Applicants to Commissionaires are strongly encouraged to have completed First Aid prior to the interview process. Prior First Aid Training is an asset.
Section 8 - Discipline

8.1 Foreword

The best discipline is self-discipline, the normal human tendency to do one’s share and live up to the rules of the game. Once people understand what is required of them they can usually be counted on to do their job effectively. The rules are to be respected not because of fear of punishment, but because of belief in doing things right. In the real world however, not every employee (for a variety of reasons) conforms as required and every place of work must have mechanisms in place to deal with those who deliberately break rules. The following rules are guidelines to the Corps’ system of corrective discipline.

8.2 General.

Disciplinary powers are vested in the CEO, Dir of Ops/Trg and Site Managers under the authority of the Board of Governors. Neglect or unsatisfactory performance of duty, disregard for orders or instructions, and misconduct, are matters which may render Commissionaires liable to disciplinary actions. Site Managers are directly responsible for the administration of discipline within their own sites. They are responsible for investigating all infractions and for applying appropriate disciplinary measures when required. Incident reports must be completed on all infractions with copies forwarded to the Dir of Ops/Trg. Site Managers are required to inform the Dir of Ops/Trg immediately of all serious incidents that may result in extended suspension or dismissal. (See Section 4.6)

8.3 Disciplinary Procedures.

A. Progressive Discipline

Discipline will be progressive in nature where the situation dictates such progressiveness. A system of Progressive Discipline exists to identify and rectify poor performance or unacceptable behaviour. The system allows employees to be made aware of problem areas and provides the opportunity to improve their job effectiveness. Repeated poor performance or serious misconduct may lead to increasingly more serious warnings and may eventually lead to termination of employment for cause. The steps in the process are described in the following sections.
B. Verbal Warning

In the normal course of site supervision, an employee may be warned for a minor infraction. Such verbal warning would not ordinarily become part of the employee's permanent record. It is common for Site Managers to issue such warnings.

C. Supervisory Counseling

Minor infractions of Division policies, difficulty with performing assigned tasks, behaviour unsuitable for a Division employee etc. may be the result of misunderstandings or temporary lapses in judgment. In these cases the Site Manager will explain the nature of the unacceptable performance, clearly explain the desired level of performance and provide more training, coaching, motivation, or other supervisory techniques as appropriate to assist the employee in improving. Counseling may be either formal or informal but must always be documented by the Site Manager and a copy placed on the individual's personnel file.

D. Written Warning

When counseling proves ineffective in improving work habits or for more serious acts of misconduct a written warning will be issued to the employee. Written warnings shall be in writing and clearly outline the unacceptable performance/behaviour for which the warning is being given. The warning shall set out a timeline for improvement. Warnings will be placed on the employee’s personnel file. Written warnings will normally be administered by the Site Manager with a copy forwarded to the Dir of Ops/Trg.

E. Final Warning

When substandard performance persists or for serious misconduct, a final warning will be issued. Final Warnings shall be in writing and clearly outline the unacceptable performance/behaviour for which the warning is being given. The warning will indicate that immediate improvement is required and that any repeat infraction may result in suspension without pay or immediate termination for cause. Warnings will be placed on the employee’s personnel file.

F. Suspension Warning

Should substandard performance persist the Site Manager may suspend the employee immediately for up to seven shifts without pay. Should there be no further improvement the Site Manager may petition the Dir of Ops/Trg to have the employee transferred or terminated.
G. Sequence of Progressive Discipline

The objective in administering the progressive discipline system is to identify and correct instances of unsatisfactory performance as early as possible while giving the employee every chance to improve. In fact, employees might be issued a number of written warnings for various infractions without having the situation elevated to the next higher level. In all cases Site Managers should use the least intrusive means to improve employee performance. However, some acts of misconduct, by their nature, are so serious that it may be appropriate to issue a written or final warning or even commence termination proceedings without progressing through the earlier stages of the system. Nothing in these policies and procedures shall be construed as meaning that the entire process must be followed in every instance. All disciplinary measures must be properly documented by the Site Manager.
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Section 9 – Grievances

9.1 Grievance Definitions

A. **Definition of Grievance:**
A real or fancied ground of complaint.

B. **Definition of An Administrative Grievance:**
A grievance where the petitioner feels he/she has been treated unjustly and as a result has lost monies, seniority, promotion and etc.

C. **Definition of a Disciplinary Grievance:**
A grievance where the petitioner feels that he/she have unjustly been accused of a wrong doing which the results off could adversely affect their future employment with the Corps.

9.2 Grievance Procedures

The following is the procedure for the administration of a Grievance or Complaint by the Newfoundland and Labrador Division. All petitions must be filed in accordance with these procedures, within 7 days of the occurrence of the incident being grieved. Full disclosure of all relevant information concerning the grievance will be given to both parties, throughout the process.

A. **Step 1.** Discuss the problem/incident with the offending party. The Site Manager can be requested to be present unless directly involved in which case, a CLRC representative can be requested to be present.

B. **Step 2.** If unsatisfied with the results of Step 1, make a written report to the Site Manager within 3 days from the completion of Step 1. If the Site Manager is not involved and receives a written report and no resolution is made, the Site Manager must pass on the written report within 3 days to the CLRC. If the Site Manager is directly involved, go to Step 3.

C. **Step 3.** If unsatisfied with the answer/action of Step 2, the petition is to be forwarded in writing to the CLRC Chairperson within 3 days. The Chairperson, in consultation with Senior Management, will decide if the petition/complaint is valid and whether it is to be Administrative or Disciplinary. This decision, when made, will be binding for both parties. If an agreement cannot be reached, go to Step 4.
D. **Step 4.** If the petition is valid, the Chairperson will appoint a 3 member committee (refer to Annex B – CLRC Grievance Review Committee Terms of Reference), consisting of members of the CLRC and Senior Management will appoint 1 Senior Management person to acting as advisor. The Senior Management person will **not** have voting rights. The committee will review the file and vote on its’ disposition. Access will be given to the Corps’ legal council if it is required by the Committee.

9.3 **Administrative Grievance Conclusion**

If a petition is Administrative, the Committee will, within a reasonable amount of time, provide a written report to the petitioner and Senior Management, with their findings. The findings of the Committee will be binding on both the petitioner and the Corps.

9.4 **Disciplinary Grievance Conclusion**

If a petition is Disciplinary, the Committee will, within a reasonable amount of time, provide a written report and recommendations must be forwarded to the CEO for his review. The CEO’s decision, to follow these recommendations or not, will be binding on both parties.

**Note:** No action, legal or administrative, shall lie against any member of the Grievance Review Committee for anything he or she may do or report or say in the course of exercising their responsibilities as a committee member, unless it is shown that he or she acted in bad faith. Upon the submission of the final report and recommendations by the Grievance Review Committee, said committee shall be disbanded and all communications with the parties involved in the grievance must cease.
Section 10 – Harassment

10.1 General

The Canadian Corps of Commissionaires recognizes the right of all Commissionaires to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. As such, the Division will abide by the policies of the Newfoundland & Labrador Human Rights Legislation. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Canadian Corps of Commissionaires agrees to take reasonable steps to ensure that the harassment stops and those individuals who engage in such behavior are appropriately disciplined. The Canadian Corps of Commissionaires agrees that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint.

10.2 Sexual Harassment.

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

10.3 Harassment

This policy is intended to protect employees of Commissionaires Newfoundland and Labrador Division and provide a fair and equitable process to deal with harassment issues. The aim of this policy is to prevent harassment within the workplace thus providing a safe and positive learning environment.

Under this policy, harassment is defined as conduct, exhibited once or repeatedly, that is offensive, insulting, malicious, intimidating and/or degrading to another person or group. Further, the person exhibiting the conduct should have known or ought reasonably to have known that the conduct would be offensive or unwelcome. Harassment can occur within the workplace or outside.
Harassment can take many forms, including, but not limited to abuse of authority, sexual harassment, discrimination and hazing. The following or analogous conduct may constitute harassment:

- Written or spoken abuse or threats.
- Inappropriate notes, email or online chat room discussions about others.
- Unwelcome remarks, jokes, comments, innuendo or taunting about a person's physical appearance, dress, age, race, religion, gender or sexual orientation.
- Practical jokes, which are humiliating or endanger a person's physical safety.
- Coerced participation in initiation rites such as hazing ceremonies or activities involving drinking of alcoholic beverages or drug use.
- Sarcastic, condescending, or patronizing behaviour, which undermines self-esteem and/or diminishes performance.
- The targeting of an individual or group for repeated harsh treatment or assignment of unpleasant tasks or duties.
- The poisoning of attitudes towards an individual or group within the workplace as evidenced by intentional attempts to exclude others from group activities.
- The display of visual or written material that is offensive or which one ought to have known would be offensive.
- The use of threatening or obscene gestures.
- Unwelcome sexual flirtations, advances, requests, invitations or demands.

In some cases, harassing behaviour may constitute a criminal offence (including physical or sexual assault). In such cases, it is the responsibility of those concerned to report this behaviour to law enforcement agencies.

All employees of Commissionaires Newfoundland and Labrador Division must be informed of the existence of this policy and be familiar with its terms. This policy applies to all employees. It is the responsibility of every employee to uphold the terms of this policy and to ensure that there exists a work site free of harassment. Any person subject to this policy who feels that they are being harassed are encouraged to make it known to the alleged harasser that the behaviour is unwelcome. If the individual is not comfortable confronting the alleged harasser, then they can contact the Director of Operations and Training. Complaints will be handled in confidence and as quickly as possible. Retaliation against a complainant will may constitute a Criminal Offence and will not be tolerated under this policy.

10.4 Harassment Complaints

Every complaint made under this policy will be investigated. If information collected supports an allegation then disciplinary action will be taken up to and including termination of employment. If information collected does not support the allegation no documentation will be placed on the alleged harasser's personnel file. Notwithstanding this policy, individuals subject to this policy who experience harassment have every right to seek assistance from the Human Rights Commission.
Section 11 – Employee Assistance

11.1 General.

The Corps recognizes that employees at any time can, and do encounter personal difficulties that may affect their job performance. The Corps will do all it reasonably can to help its employees overcome personal difficulties.

11.2 Resources & Methods.

The Corps is a not for profit company, and as such is in no position to pay for the professional services of therapists & counselors. The Corps will however, do all it can to work with community resources to help employees. As well, the Corps will do all that is reasonably possible within its own powers. This may include:

A. Site management initiatives.
B. Granting leave of absence with job protection.
C. Financial assistance (pay advances).
D. Job transfers.

Each one will however, have to be handled according to its circumstances.

11.3 Commissionaires Labour Relations Committee

A. The Corps will have a standing committee of employees for the purpose of maintaining good relations with the management of the Corps. The committee will have eight members representing as many areas as possible; 3 members will be Site Managers. The Committee will meet at least annually to make representation to senior management on matters of concern to any and all employees. The Committee’s terms of reference will be in accordance with the Commissionaires wishes and reviewed as required.

B. Terms of reference for the CLRC are attached to these Policies and Procedures as annex A.

11.4 Information Help.

Any employee may, at any time, contact the Corps office and request from the office staff any information, which was intended for general distribution. This will include any information in any form, such as newsletters, directives, policy changes, etc. The Division website is: www.commissionaires.nl.ca
11.5 **Employee Assistance Program (EAP)**

The NL Division has a contract with Ceridian (a Human Resources Consulting Company) to assist all members in getting advice and guidance in dealing with personal difficulties associated with many of the common stressors of life.

This service is fully paid for by the Division.

The following list of personal difficulties, while not complete, are a good cross section:

- Financial difficulties
- Marital breakdowns
- Midlife & retirement
- Older adults
- Disability
- Legal
- Work
- Managing people
- Health
- Emotional well-being
- Addictions & recovery

Members can call to get advice and their consultations will be kept in strict confidence by the EAP provider. **Telephone # 877-207-8833.**

This service is not limitless and as such our contract is limited to three calls per employee per year.
Section 12 – Pay and Benefits

12.1 **Banked Hours**

All members are permitted to bank a maximum 200 hours to be used as time off, sick leave, etc. Members will have the option of banking or paying out hours in any increments. All banked hours must be taken prior to the end of March each year. All hours are to be banked at *straight time* only.

12.2 **Holiday Pay (not annual leave days)**

Holiday pay will be calculated using the following guidelines:

A. Cmres with 0 to 1 year of continuous employment will receive 4% of their wages.
B. Cmres with 2 to 6 years of continuous employment will receive 6% of their wages.
C. Cmres with 7 to 11 years of continuous employment will receive 7% of their wages.
D. Cmres with 12 to 18 years of continuous employment will receive 8% of their wages.
E. Cmres with 19 to 22 years of continuous employment will receive 9% of their wages.
F. Cmres with 22 years and above of continuous employment will receive 10% of their wages.

12.3 **Clothing allowance.**

A Clothing Allowance of $100.00 per year will be provided for members required to wear civilian clothing on a regular basis. Allowance to be given to full time/part time members after one-year employment at the site.

12.4 **Boot Allowance**

All Commissionaires are entitled to a boot allowance of $80.00 per issue, to commence upon completion of 4000 hrs of service with the Corps, and every 4000 hrs thereafter. Members must provide a receipt for the purchase of the footwear.
12.5 **Floating Holidays.**

A. Commissionaires in the NL Division will be paid Floating Holidays based on the following hours worked in a previous calendar year:

1. 1001 – 1500 hours - 2 x 8 hour days *(All Employees)*
2. 1501 hours and above - 5 x 8 hour days *(Permanent Employees Only)*

**NOTE:** Floating Holidays only apply after one year of service.

B. The floating holidays can be paid in any increments to suit the employee’s needs.

C. The floating holidays must be taken as time off, unless para G applies.

D. The floating holidays cannot be accumulated from year to year.

E. The floating holidays must be taken not later than March 31 of each year.

F. The floating holidays may be utilized as sick leave.

G. Site Managers have the right to consider site-manning requirements prior to authorizing floating holidays. Permanent full-time members will have priority over casual members in taking their floating holidays. Site Managers may authorize the option of paying for the holiday in lieu of taking the holiday if operational requirements dictate.

H. Entitlement for floating holidays begins on 01 April each year and ends on 31 March the following year.

12.6 **Statutory Holidays**

The followings paid statutory holidays are approved for Corps Members:

A. New Years Day
B. Good Friday
C. Canada Day
D. Labour Day
E. Remembrance Day
F. Xmas Day
12.7 **Honors and Awards.** (Amended June 2013)

A. Commissionaire awards and requirements:

1. Commissionaires having completed 5 years continuous exemplary service will be eligible for a Certificate and a $50.00 cash bonus upon review of the personnel file by Senior Management.

2. Commissionaires having completed 12 years continuous exemplary service will be eligible for Commissionaire Long Service Medal and a cash bonus of $150.00 upon review of the personnel file by Senior Management.

3. Commissionaires having completed 17 years continuous exemplary service will be eligible for Commissionaire Service Bar and a cash bonus of $200.00 upon review of the personnel file by Senior Management.

4. Commissionaires having completed 22 years continuous exemplary service will be eligible for Commissionaire Service Bar and a cash bonus of $250.00 upon review of the personnel file by Senior Management.

5. Commissionaires having completed 27 years continuous exemplary service will be eligible for Commissionaire Service Bar and a cash bonus of $300.00 upon review of the personnel file by Senior Management.

6. In lieu of a bi-annual banquet, Management will visit respective sites and present individual awards.

B. All of the above awards must be approved by the Governors of the Corps. The above awards are for EXEMPLARY SERVICE and will be delayed as follows:

1. 5 year Certificate delayed 1 year for written warning & above

2. CLSM & subsequent bars delayed for 2 years for written warning & above

3. This policy on above delays is effective June 06, 2008. Any written warnings prior to this date will have no effect on the giving of the above awards
C. (Added June 2013) The following two awards will be awarded to employees and/or teams who, by their outstanding contributions and achievements, support the mission and vision of Commissionaires Newfoundland and Labrador:

1. **The CEO Award of Excellence** - Who is eligible?
   Any Commissionaire who has demonstrated a commitment to excellence in one of the following categories:
   
   - Innovation: implementing new ideas that have impact
   - Leadership: modeling the best in leadership skills
   - Community Capacity Building: using connections and partnerships to better serve the population

2. **The CLRC Award of Excellence** - Who is eligible?
   Any Commissionaire who has demonstrated a commitment to excellence in one of the following categories:
   
   - Safety: raising awareness and driving safe work practices
   - Mentoring: motivating through advice, coaching and guidance

Both awards will be administered by the CLRC.

12.8 **Retirement Severance** (Amended June 2013)

Commissionaires are entitled to a severance payout of $150.00 for every year of service, based upon the following criteria:

A. A Commissionaire must have served 12 years with the NL Division.

B. Must be employed under Section 5.5, para A & D. The intent is to ensure that Full-time, Permanent Commissionaires and Seasonal Term Contract Cmres i.e; Signal Hill, Gros Morne, are included. Permanent part-time and Casual Cmres are not entitled to this benefit; and

C. In the event of a serving Cmre’s death, this severance payout will be forwarded to the next of kin or the appropriate legally designated person.

12.9 **Call-in Pay**

The minimum pay for Client related call-ins will be 3 hours plus 1 non-recoverable hour for a total of 4 hours pay. This does not apply to site meetings, mandatory visits to HQ or other administrative requirements.
Section 13 – Occupational Health and Safety

13.1 Health and Safety Policy:

A. The Canadian Corps of Commissionaires, NL Division, will make every effort to provide and maintain a safe & healthy workplace by following industry standards and complying with OH&S legislation. In keeping with OH&S legislation, a healthy and safe workplace will be created in consultation with management and workers, in particular the health and safety representative/designate or committee.

B. Supervisors will be held accountable for the health and safety of employees under their supervision. Responsibilities include ensuring machinery and equipment are safe and established safe work practices are followed. To protect their health and safety, employees must receive an OH&S orientation and specific work task training.

C. Every employee must protect his/her health and safety and the health and safety of other employees by following legislative requirements and safe work practices and by reporting unsafe conditions they observe.

D. Clients will be required to meet legislative requirements and follow the Canadian Corps of Commissionaires, NL Divisions’ policies & procedures regarding health and safety.

13.2 Health & Safety Safe Practices

- Ensure the health, safety and welfare of our workers;
- Maintain a healthy and safe workplace, systems, equipment, tools;
- Provide information, instruction, training and supervision, including requirements by the OH&S Act and Regulations;
- Provide operating instruction for the use of devices/equipment;
- Ensure workers are aware of hazards;
- Ensure safety clothing/equipment/devices are used;
- Ensure safety procedures are followed at all times;
- Understand the alarm systems;
- Know the fire exits;
- Have emergency telephone numbers kept in appropriate locations at all times;
- Have the proper environmental clothing;
- Ensure that any special equipment, such as radios are working properly;
• Make arrangements for and consult with the OH&S Committee/worker health and safety representative/workplace health and safety designate during workplace inspections;
• Notify the Assistant Deputy Minister responsible for OH&S of a workplace accident that results in or has potential to result in a serious injury or death;

13.3 **Non-compliance of Safe Work Practices**

Failure to willfully comply with Safe Work Practices will result with immediate disciplinary action. The penalty for non-compliance (depending upon circumstances) will result in progressive discipline which may vary from warning order up to and including dismissal.

Site Managers/Supervisors will take immediate action when non-compliance is observed. In the case of an accident/incident, the results of the investigation will be forwarded to the OH&S Committee for final recommendation to Senior Management.

13.4 **Health & Safety Committee & Representative**

The following personnel make up the Health & Safety Committee on different work sites in the Division. All personnel listed below have been trained to the Occupational Health & Safety requirements. Their primary role is to improve health & safety by:

• Recognizing hazards
• Making recommendation for corrective action
• Responding to worker concerns
• Monitoring the health & safety program
• Acting as a resource to the employer in matters concerning health and safety in the workplace

Refer to Annex C – Committee Members List
The following person is the Health & Safety representative at Division HQ:
Tracy Rodgers, St. John’s
13.5 **OH&S Committee Terms of Reference**

See Annex D

13.6 **Emergency Response Plan - HQ**

A. **General**

In the event of an emergency, the primary task will be to protect personnel, property and information. It is the responsibility of HQ personnel to have thorough knowledge of all emergency and evacuation procedures. As well, they should be familiar with all equipment that is available to deal with any emergency.

B. **Emergency Response Teams**

1. CEO & Director of Operations have the primary role of containing any emergency.

2. Director of Finance & Administrative Assistant has the primary role of protecting financial & electronic assets.

3. Director of Operations is responsible for the delivery of first aid, if required.

C. **General Emergencies**

A general emergency may result from the failure or an incident involving the following ie; natural disaster, loss of water, loss of electrical system, computer malfunction, heat and cooling system failure. Each and every situation involving the above will be dealt with on a case by case basis.
D. **Fire**

1. In the event of a fire, attempt to extinguish if it appears to be manageable. In the event that it is too dangerous, the 911 system will be activated. The authority to evacuate is given by the CEO.

2. During evacuation, if possible, the Director of Finance & the Administrative Assistant will attempt to secure financial and electronic assets. As well, they should attempt to be in possession of a cell phone, prior to evacuation.

3. After leaving building the, all staff will meet in front of Thomasville Furniture.

4. Ensure the building remains vacant until the arrival of the fire department and indicates that it is safe to return.

5. Upon arrival of the fire department, the CEO will liaise with the department.

6. Once the situation has been rectified and the fire department has given clearance to re-enter the building, an inspection will be carried out by the WHSCC representative and the proper documentation completed.

7. Fire drills will be conducted regularly to ensure each individual is familiar with the procedure.

E. **Medical Emergency**

1. In the event of a non life threatening situation, the following will take place:
   a. administer first aid as required;
   b. the WHSCC representative will complete the proper documentation and forward to WHSCC.
2. In the event of a life threatening situation the following will take place:
   a. call an ambulance by dialing 911;
   b. administer first aid as required;
   c. assist 911 upon arrival if required;
   d. secure assets of the individual concerned;
   e. the WHSCC representative will complete the proper documentation and forward to WHSCC.

13.7 Emergency Response Plan - Site Locations

Each Commissionaire is responsible for having a thorough knowledge of the Clients emergency and evacuation procedures. These procedures may be contained in the Post Orders or posted separately in the appropriate areas of each Work Site. The location of these procedures are shown to each Commissionaire at the initial briefing by the Site Manager.

13.8 Workplace Inspections

Formal workplace inspections can be used to recognize and evaluate hazards in the workplace and implement appropriate corrective action before an accident or incident occurs. Informal workplace inspections can be conducted through the regular reporting of hazards by employees. The Canadian Corps of Commissionaires NL Division is committed to proactively utilizing the workplace inspection process through the application of the following procedure.

A. Responsibilities

1. Employer:
   a. Ensure workplace inspections are carried out
   b. Provide training on how to conduct inspections, report findings, and make recommendations.
   c. Provide information and assistance needed to carry out effective inspections
   d. Establish a written list of all equipment requiring pre-use inspections
   e. Ensure corrective action is taken
2. Site Manager/Supervisor:
   a. Perform daily informal inspections
   b. Perform regular inspections according to schedule
   c. Ensure employees are assigned to and perform required pre-use inspections
   d. Cooperate and assist the health and safety committee in carrying out their inspections
   e. Ensure corrective action is taken when deficiencies are noted
   f. Inform employees affected by any corrective actions
   g. Instruct employees affected by changes to operating procedures
   h. All reports and form are to be submitted to Headquarters in a timely manner

3. Employee:
   a. Cooperate with person carrying out workplace inspections
   b. Report any unknown or potential hazards

4. Occupational Health & Safety Committee:
   a. Carry out workplace inspections
   b. Make recommendations and follow-up to ensure that remedial actions are taken

B. Operational Procedure

1. The Canadian Corps of Commissionaires, NL Division will undergo at least two formal workplace inspections each year, including the exterior facility, the building grounds and parking lot areas. The Occupational Health & Safety Committees (OH&S) will generate a workplace inspection schedule each year which will outline the months in which each location will undergo a minimum of two formalized inspections throughout the calendar year.
2. All formal workplace inspections will be conducted by a representative from the OH&S Committee or the site manager or their delegate. The Canadian Corps of Commissionaires will ensure that all members who participate in workplace inspections receive proper training, as they will take the lead in this process.

3. The OH&S Committee representative or the site manager or their delegate will be responsible for thoroughly inspecting all items/areas listed on the workplace inspection list. The workplace inspection checklist will be continuously modified by the OH&S Committee to reflect any hazards that are reported in a specific area and any changes that are made to a work area as a result of an accident/incident investigation.

4. Based on the results of the inspection, the OH&S Committee member and the Site Manager or their delegate will make recommendations for improvements. The manager will be responsible for implementing all improvements to the work area that are within his/her control.

5. The OH&S Committee member will follow-up with the Site Manager within 30 days of the workplace inspection to ensure that any corrective action which was left to the responsibility of the Site Manager has been completed. The committee member, in consultation with the Site Manager, will complete and submit a report to the Chairman of the OH&S Committee outlining the recommendations that have been implemented and those that require further action which are beyond the Chairman’s control. This report form can be obtained from Headquarters, or the Site Manager. The Chairman will make a decision concerning these items and report back to the Site Manager of the remedial action that will be taken.

6. Review by Occupational Health and Safety Committee:
The OH&S Chairman will present the results of all workplace inspections to the OH&S Committee and the committee will be provided with the opportunity to suggest further recommendations for improvements in the area that was inspected. The Chairman will, within 30 days of the committee’s review of the report, respond in writing to the OH&S Committee indicating whether any of the recommendations have been accepted or rejected and the reasons for the rejections.
7. Posting and Discussion of Workplace Inspection Reports:
The results of all workplace inspections will be posted in the appropriate area by the Site Manager and will be discussed during the next OH&S meeting.

13.9 Accident/Incident Investigations

A. PURPOSE

To provide a procedure to ensure all accident/incidents, injuries and near misses are reported, investigated and corrective action is taken.

B. RESPONSIBILITIES

1. Management

Ensure all employees are aware of the accident/incident reporting process.
Ensure qualified members take part in the investigation of accident/incident and near misses that occur involving people, material, environment, equipment and/or process.

2. Site Manager/Supervisors

a. to encourage workplace parties in reporting accident/incident or near misses;
b. to investigate, document and identify corrective action and report to WHSCC accident/incident, near misses that can/may result in:

- Serious injury or death to a person, damage to equipment/material/environment and/or interrupts the business processes
- Occurrence that had, or continues to have the potential of causing serious injury or death, potential to damage equipment/material/environment and/or the business’ processes
c. to report all medical aid and lost time accident to WHSCC within (3) days
d. encourage and support employees to report all near misses

3. Employees

Report all accidents/incidents and/or near misses to their immediate Site Manager.

4. Occupational Health and Safety Committee

1. to assist in the investigation of reported accident/incident and/or near misses
2. to review accident reports to determine trends
3. monitor reported accident/incident to assist in determining the types of injuries, location of injuries, etc.
4. make written recommendations to Management to assist in determining corrective actions

C. REPORTING ACCIDENTS AND INCIDENTS

Employees must report all accidents involving physical injury or property damage to their Site Manager or designate immediately following the accident or before leaving the employer’s premises. Employees must report all incidents that may have resulted in physical injury or property damage to their Site Manager or designate as soon as is practical. The employee must obtain the appropriate form (WHSCC Form 6) from their Site Manager or designate and provide all required information under the sections that have been indentified for the employee’s completion. The employee must submit this form to his/her Site Manager or designate who will review the form in consultation with the employee, to ensure completeness. Site Manager or designate will then submit the form to the Director of Administration.

The information provided on this form will be used to conduct an appropriate accident/incident investigation.

Accidents that result in serious injuries, such as those outlined under Section 54 of the Occupational Health & Safety Act, will be reported immediate to the Department of Labour by the Director of Administration.
D. DEFINITIONS

1. Serious Injury

   a. a fracture of the skull, spine, pelvis, femur, humerus, fibula or tibia, or radius or ulna
   b. an amputation of a major part of the hand or foot
   c. the loss of sight of an eye
   d. a serious internal hemorrhage
   e. a burn caused by electricity that requires medical attention
   f. an injury caused directly or indirectly by explosives
   g. an asphyxiation or poisoning by gas resulting in a partial or total loss of physical control
   h. an injury likely to endanger life or cause permanent injury, but does not include injuries to a worker of a nature that may be treated through first aid or medical treatment and the worker is able to return to his or her work either immediately after the treatment or at his next schedule shift

2. Lost Time Injury/illness

A work related injury/illness where off site medical attention is required and work time is lost beyond the day of the accident. (Off-Site – medical clinic, emergency department or family physician)

3. Medical Aid

A work related injury where off site medical attention is required but no time is lost from work other than the day of injury.

4. First Aid

A work related injury that is defined as any one-time treatment of minor scratches, cuts, burns, splinters and so forth, which can be treated by Certified First Aider.
5. **Near Miss**

An undesired event that could under different circumstances has resulted in an accident with injury, property damage, or loss of productivity.

**E. PROCEDURE**

1. When advised of an accident, injury, near miss or property damage, the Site Manager/Supervisor must initiate an investigation to determine the “root” cause and take corrective action to eliminate similar accidents or incidents.

2. The Site Manager must report to WHSCC within (3) three days of becoming aware of a work-related medical aid or lost time accident.

3. In the case of a fatality or a serious injury, the Site Manager must notify WHSCC immediately upon becoming aware of the situation and complete Form 7 (sample attached) within (3) days.

In the case of an accident or incidents the Site Manager must complete the Evaluation of Loss severity potential.

<table>
<thead>
<tr>
<th>Probability of occurrence</th>
<th>Potential if not corrected</th>
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<tbody>
<tr>
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<td>□ High □ Moderate □ Minor</td>
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<tr>
<th>Probability of Occurrence</th>
<th>Potential of Occurrence</th>
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<tbody>
<tr>
<td>Major – Permanent Disability or Damage</td>
<td>High – very likely to occur</td>
</tr>
<tr>
<td>Serious – Lost Time Injury or Damage</td>
<td>Moderate – likely to occur</td>
</tr>
<tr>
<td>Minor – No Injury or Damage</td>
<td>Minor – not likely to occur</td>
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</table>

**F. FOLLOW-UP REPORT**

The Site Manager will conduct a follow-up evaluation within one month of the accident/incident. The follow-up evaluation will include confirmation that all appropriate parties have had the opportunity to review the report and those recommendations from all parties have been assessed and implemented.
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Section 14 – Disability Management Process

14.1 Return to Work Policy Statement

A. The Canadian Corps of Commissionaires, NL Division, here & after known as the Corps is committed to assisting workers who have been injured on the job to return to work in a timely and safe manner. In keeping with the O H & S return to work legislation, a return to work policy will be created in consultation with management and workers, in particular the health and safety representative/designate or committee.

B. The Corps will fulfill this commitment by contacting the worker as soon as possible after the injury and offering employment that is consistent with the worker’s functional abilities. Job options will be identified and offered using the Workplace Health, Safety and Compensation Commission’s Hierarchy of Return to Work as identified in WHSC Policy RE-18 and in accordance with section 89 and 89.1 of the Workplace Health, Safety and Compensation Act.

C. All members of the organization including supervisors and co-workers are responsible for actively participating in the return to work process when required. Where necessary the company will seek input and advice from other parties involved in the RTW process including the Workplace Health, Safety and Compensation Commission and external health care providers.

D. Any personal information received or collected that can lead to the identification of an injured worker will be held in the strictest confidence. Information of a personal nature will be released only if required by law or with the approval of the worker who will specify the nature of the information to be released and to whom it can be released.

E. This statement will be reviewed at least annually and may be updated or changed as required.
14.2 Work Related Injuries Reporting System:

A. Work related injuries must be reported immediately to your Site Manager and if you work on a site that does not have a Site Manager, report the injury to the Director of Finance at the Division Headquarters. In order to meet the obligations of insurance claims and Worker’s Compensation requirements, please follow the steps listed below:

**Accident / Incident definition:**

- An accident is an unplanned or uncontrolled event or sequence of events that results in injury or damage.
- An incident is an unplanned or uncontrolled event or sequence of events that has the potential to cause injury, ill-health or damage.

1. Injury occurs: Worker completes WHSCC Form 6 and submits to HQ’s within 3 days;
2. Worker/Site Manager notifies a Health & Safety Committee Member;
3. Site Manager/Committee Member completes an investigation and completes the Accident/Investigation Form and submits to HQ’s when situation permits (within 5 days);
4. If a worker, while at work, has a re-occurrence of a previous injury, whether work-related or not, worker completes another WHSCC Form 6 and submits to HQ’s within 3 days. (NOTE - Form 6R is no longer used by WHSCC);
5. Accident occurs: Worker/Site Manager/Committee Member completes the Accident/Investigation Form regardless if worker is injured or not, (within 5 days);
6. Monthly Inspection Checklists are to be completed by the Worker/Site Manager/Committee Member and forwarded to HQ; and
7. RTW Plans – contact headquarters.

B. Copies of the above mentioned forms can be found at the rear of the Policies & Procedures. Failure to complete the appropriate forms within 3 days of an injury will result in a fine to the employer - $200 for a lost-time - $100 for a medical aid claim.
14.3 **Return to Work Planning Protocol**

The Corps is committed to assisting injured workers return to productive and meaningful employment through the return to work program.

The following steps will be used to guide the parties involved in the return to work process when a worker sustains a work related injury:

1. All workers must report injuries to their supervisor or designate in accordance with the Injury Reporting System;
2. Upon receiving notice of injury from the worker the Supervisor or designate will make all reasonable efforts to ensure that the worker receives the most appropriate treatment such as first aid and/or transport to clinic/hospital;
3. Upon receiving the appropriate medical treatment, it is the worker’s responsibility to bring the Corp’s copy of Form 6 to the Director of Administration for review. In all but exceptional cases the worker is required to submit this information in person to the Director of Administration. If this cannot be done in person the worker must contact the Director of Administration for further directions;
4. Upon receipt of the Form 6, the Director of Administration will review the functional abilities information provided by the Health Care Provider with the worker. This information will be used in conjunction with the worker’s job description, work requirements and Worker’s Compensation legislation to identify suitable work;
5. The Corps and the injured worker will consider all possible job options in accordance with the Hierarchy of Return to Work as outlined in Worker’s Compensation Policy RE:18;
6. Once the Corps and the worker agree to job duties to be performed, schedule, pay, etc, an Early and Safe Return to Work Plan will be signed by both parties and sent to the Commission;
7. The worker’s supervisor will be notified of the return to work plan and will be responsible for monitoring the worker’s progress while at work. The Director of Administration will provide support and assistance when needed;
8. Communication will be consistent and regular throughout the return to work process and the worker is expected to notify the supervisor and/or the Director of Administration if there is a change in their condition; and
9. The Corps will contact the appropriate resources when necessary and the worker will be kept fully informed of this process.
14.4 **Roles & Responsibilities:**

A. **Role of the Corps**

1. **The Corps (In Town) is required to:**
   
a. Contact the worker as soon as possible after the injury and maintain effective communication throughout the period of the worker’s recovery or impairment. **On a case by case basis, as determined by Senior Management, the injured worker must report physically to the HQ office once (1) per week.** This will ensure that both parties work together with the view of having the injured worker return to work as soon as possible;
   
b. The Corps will endeavour to provide suitable and available employment, as identified by the Corps, the Site Manager and the Client to meet the workers functional abilities. The work identified will be as close as possible to the employees original work environment;
   
c. The Corps is responsible to pay the worker’s salary earned during the early and safe return to work process. The Commission will pay the differential, if any, between the salaries earned during the early and safe return to work and 80% of the worker’s net pre-injury earnings subject to the maximum compensable ceiling; and
   
d. Give the Commission (or any other professional as identified by the commission) any information requested concerning the worker’s return to work.

2. **The Corps (Out of Town) is required to:**
   
a. the Site Manager or Lead Hand is required to contact the worker as soon as possible after the injury and maintain effective communication throughout the period of the worker’s recovery or impairment. **On a case by case basis, as determined by Senior Management and the Site Manager, the injured worker must report physically to the Site Location once (1) per week.** This will ensure that both parties work together with the view of having the injured worker return to work as soon as possible;
b. the Corps will endeavour to provide suitable and available employment, as identified by the Corps, the Site Manager and the Client to meet the workers functional abilities. The work identified will be as close as possible to the employees original work environment;

c. The Corps is responsible to pay the worker’s salary earned during the early and safe return to work process. The Commission will pay the differential, if any, between the salary earned during the early and safe return to work and 80% of the worker’s net pre-injury earnings subject to the maximum compensable ceiling; and

d. give the Commission (or any other professional as identified by the commission) any information requested concerning the worker’s return to work.

B. **Role of the Worker**

Workers are required to:

1. contact the Directors of Finance/Operations as soon as possible after the injury occurs and maintain effective communication throughout the period of recovery. **As determined by Senior Management, the injured worker (In Town) must report physically to the HQ office or Site Location (Out of Town) once (1) per week.** This will ensure that both parties work together with the view of having the injured worker return to work as soon as possible;

2. assist the Corps, as may be required or requested, to identify suitable and available employment within their functional abilities;

3. give the Corps, Commission and any other professional as identified by the Commission, any information requested concerning the return to work; and

4. the injured worker must do all that is reasonable to work with Senior Management, Site Managers & identified Lead Hands to ensure that early return to work is possible.
C. **Role of the Commission**

The Commission is responsible to facilitate the shared responsibilities of the workplace parties in the early and safe return to work process by:

1. communicating to the workplace parties their statutory obligations to co-operate in the early and safe return to work process;
2. ensuring the return to work plans are achieving the hierarchy of return to work priorities (refer to Policy RE-18) and are consistent with the worker’s functional abilities (refer to Policy RE-03);
3. monitoring activities, progress, and co-operation of the workplace parties;
4. proactively managing the medical rehabilitation of the worker in consultation with the worker and health care provider(s);
5. determining compliance with the obligation to co-operate and, where applicable, to re-employ;
6. offering/providing dispute resolution; and
7. communicating regularly and effectively with the workplace parties and health care providers.

D. **Role of the Health Care Provider**

The health care provider is responsible for:

1. providing the workplace parties and the Commission with functional abilities information;
2. providing the worker and the Commission with medical information;
3. identifying the most appropriate method of treatment for the injury;
4. ensuring the worker receives timely treatment; and
5. ensuring return to work is discussed throughout recovery.

E. **Role of the CLRC**

The CLRC is responsible for assisting the injured worker if he/she needs further assistance with any claim issues that cannot be resolved.
14.5 Accommodation Guidelines

A. The purpose of this policy is to clarify the hierarchy of return to work priorities, the types of programs and the accommodation requirements for the various stages of return to work. For clarity, the policy is structured into separate parts according to whether or not there is a re-employment obligation, as this impacts the Corps’ accommodation requirements under the Act;

B. To facilitate return to work services and programs the Corps uses a hierarchical sequence, the goal of which is to safely return the worker to pre-injury employment through early and safe return to work to as close as possible to the original work environment; and

C. Workplace parties, and where appropriate, health care providers, and other professionals should keep this hierarchy in mind when making decisions regarding early and safe return to work so that the injured worker’s functional rehabilitation is enhanced and facilitated by the return to work program. While the hierarchy is intended as a guideline for most cases, there may be situations where the priorities of a specific case may differ as the most effective method of returning the worker to the pre-injury, comparable, or suitable employment. In order to accommodate the injured worker for return to work the following processes may be activated:

1. Alternate Duties – are non-injury duties within the workers’ functional abilities.
2. Alternative Work – is a different job that is suitable and is provided to accommodate the worker who has temporary or permanent functional restrictions as a result of an injury.
3. Assistive Devices – may include aids/attachments specifically designed for the worker/injured worker to perform job-related duties.
4. Ease Back – is a gradual return to pre-injury hours of work achieved by increasing the number of hours worked over a defined time frame agreed upon by workplace parties including other professionals by utilizing the functional abilities information relating to the worker. While the pre-injury hours of work vary, the pre-injury duties are the same.
14.6 Return to Work Guidelines

A. In Town

During the rehabilitation period, the injured worker will be monitored by Senior Management, which includes the Director of Finance & the Director of Operations. Once it has been determined by the Health Care Provider that the injured worker may return to work, the following will take place:

1. an initial meeting between Senior Management, respective Site Manager and the injured worker will take place. At this time the injured worker will provide documentation from the Health Care Provider confirming the allowance to return to work. If confirmed, a process will be chosen which will allow the injured worker to return to an agreed work site. This will be done in liaison and with approval of the Client.

B. Out of Town

During the rehabilitation period, the injured worker will be monitored by the respective Site Manager who will consult with the Director of Finance & the Director of Operations. Once it has been determined by the Health Care Provider that the injured worker may return to work, the following will take place:

1. an initial meeting between the respective Site Manager and the injured worker (Senior Management by telecom) will take place. At this time the injured worker will provide documentation from the Health Care Provider confirming the allowance to return to work. If confirmed, a process will be chosen which will allow the injured worker to return to an agreed work site. This will be done in liaison and with approval of the Client.

Note 1  For casual or part time/term workers the objective will be to return the injured worker to a process that the worker was originally employed in.

Note 2  The Corps and the worker agree that the process used for return to work will be within 50kms of the workers residence, only if the Corps has a contract within that range.

Note 3  In Conjunction with HQ and the injured worker complete the WHSCC – Early and Safe Return-to-Work Plan, copy located at the back of these Policy and Procedures.
14.7 **Dispute Resolution**

A. **Policy Statement**

1. Workers and employers (the workplace parties), and where appropriate, health care providers as recognized by the Commission are responsible for resolving return to work issues in the workplace. The workplace parties must co-operate and be self-reliant in returning the worker to suitable and available employment;

2. If a difficulty or dispute arises, the Corps will take all reasonable steps to find a resolution to the issue in dispute. The Corps will reduce the obstacles to communication, maximize the exploration or alternatives and address the needs of the worker involved or affected. The Corps will be responsible to maintain impartiality, while raising questions for the parties involved in the resolution process, as to fairness, equity and feasibility of proposed options for the resolution;

3. If a difficulty or dispute presents an obstacle to the worker's early and safe return to work or in efforts associated with the re-employment obligation, the Commission, at its discretion, shall offer mediation services to the workplace parties;

4. The employer or the worker shall notify the Commission of any difficulty or dispute concerning their co-operation with each other in the early and safe return to work process. Requests for mediation may be initiated by either or both of the workplace parties. Both workplace parties must be agreeable to participating in the mediation process in order for it to proceed;

5. Where the workplace parties fail to notify the Commission of a dispute and the Commission is not aware of the dispute until the employment relationship has been terminated by one or both workplace parties, mediation may not be offered;

6. When referencing any of the return to work policies (RE-01 to RE-11 and RE-18), it is important to recognize the responsibilities of the workplace parties within the context of the complete return to work process. Therefore, the whole return to work model must be considered in its entirety and not only the specific guidelines under an individual policy;

7. If a dispute or disagreement is identified, or if there is evidence of difficulty, the Commission will contact both workplace parties to determine what assistance or information is required to initiate, maintain or restore co-operative activities;
8. To facilitate self-reliance and remove barriers in the early and safe return to work process, the Commission shall provide:

   a. information to assist in assessing the workplace in terms of the worker’s functional abilities, skills, knowledge and fitness to work;
   b. information regarding job/workplace accommodations;
   c. the offer of mediation services, if either of the workplace parties request mediation, or if the Commission determines that mediation will be helpful (see policy RE-04 “Mediation Services”); and

9. The duration of the dispute resolution process, including mediation, shall be a maximum of 60 days from the date the Commission is notified in writing of the dispute to the Commission’s decision on the matter. In exceptional circumstances, this time frame may be extended at the discretion of the Commission. The worker’s benefits continue during the dispute resolution process.

B. Role of the Mediator

1. The mediator assists the workplace parties to resolve the dispute by:

   a. meeting jointly and/or individually with the parties;
   b. determining the root causes of the dispute;
   c. identifying the need for a functional capacity evaluation, health examination or ergonomic or other review of the work site, and
   d. working with the parties to resolve the dispute within the provisions of the Act, Regulations and Commission policy.

2. The mediation process is confidential and the mediator shall not disclose the contents of an unresolved mediation process without the consent of both parties;

3. If mediation is successful and the dispute is resolved, the workplace parties continue their return to work activities and the Commission continues to monitor the early and safe return to work process;

4. If mediation is not successful, the Commission makes a determination on the matter and if necessary, a decision regarding co-operation. If the workplace parties agree, the mediator will make the decision regarding the issue of compliance with the co-operation requirements of the Act. The mediator must consider the contents of the unresolved mediation process to make this determination; therefore, the contents must be disclosed and are no longer confidential;
5. If one or both of the workplace parties chooses not to participate in the mediation process, the Commission makes a determination regarding non cooperation; and

6. This policy applies to all claims effective January 1, 2002, regardless of injury date.

C. Exceptional Circumstances

In cases where the individual circumstances of a case are such that the provisions of this policy cannot be applied or to do so would result in an unfair or unintended result, the Commission will decide the case based on its individual merits and justice. Such a decision will be considered for that specific case only and will not be precedent setting.
Section 15 - Summary

A. All Commissionaires at all levels, senior management, middle management and front line Commissionaires are encouraged to make these Policies & Procedures the framework for fairness, transparency, accountability, efficiency, effectiveness and progress in their daily work lives.

B. Signatures below signify acceptance of these Policies & Procedures by the Commissionaires and Senior Management of the Newfoundland and Labrador Division of the Commissionaires.

____________________________  ______________________________
CEO – CNL                        CLRC Chairperson
Section 1

Mandate

1.1 The mandate of the Commissionaires’ Labour Relations Committee, hereafter referred to as the CLRC, is to provide representation to Senior Management on all matters relevant to the working conditions of the Cmres. All agreements between Senior Management and the CLRC will be binding by both parties. All Commissionaires are encouraged to avail themselves of the services of the CLRC. They may contact the committee through their Site Manager, Area Representative or by directly contacting the Secretary or Chairperson.

Purpose

1.2 The purpose of the CLRC is to promote the interests of the Members of the Newfoundland and Labrador Division of The Commissionaires and generally to advance the economic and Social Welfare of the Members.
Section 2

Terms Of Service

2.1. Areas Of Responsibility:
To ensure a fair representation of all areas, the Newfoundland and Labrador Division is divided into the following areas:

A. Western Area
   1. Gros Morne
   2. St. Anthony
   3. SERCO Facilities Maintenance Inc
   4. Corner Brook
   5. Deer Lake

B. Central Area
   1. CFB Gander
   2. Gander Airport

C. Eastern Area
   1. St John’s
   2. Avalon Peninsula

2.2 Representation

Each area will elect the following representation to sit on the Commissionaires Labour Relations Committee:

A. Western Area – 1 Site Manager and 2 Commissionaires

B. Central Area – 1 Site Manager and 1 Commissionaire

C. Eastern Area – 1 Site Manager and 2 Commissionaires

Refer to Annex C – Committee Members Contact Information, for the names of the current committee members.
2.3. **Representation Selection** *(Amended June 2013)*

A. Committee Representatives will be chosen through Province wide elections. The representatives will be selected from permanent employees only. These elections will be held every two years. Prior to the election, nominations will be held in each area, *(as per paragraph 2, articles a to e of this document)* to obtain candidates for the election. Candidates may be either nominated by Corps Members or volunteer themselves to stand for election.

B. Members may only nominate and vote for Commissionaires/Site Managers in their respective areas.

C. Committee Representatives will be elected to serve for a normal term of three years.

D. Committee Representatives will be permitted to sit a total of two consecutive terms on the committee after which they must step down for at least one term before again standing for election. In the event that no nominations are received for any area representatives, the current committee representative for that area may stay on for another term.

E. The elected CLRC Representatives will elect an executive committee consisting of, a chairperson, a vice chairperson and a secretary. The Executive Committee will stay in place for the full term of three years. After each general election, a new executive will constituted.

F. Should a CLRC position become vacant for a period in excess of 90 days, the position will be filled by using the Voting Results list provided by the Auditor, The person from the area that the vacant position represents, with the most votes, who was not successful in being elected, should be approached to fill the position. If no such person is available in the area missing the rep, an election for that area should be conducted.

2.4 **Duties of the CLRC Representatives.**

A. Represent the areas and individual Commissionaires who elected them.

B. Respond to requests for assistance from members.
C. To respond to inquiries concerning the rights of the members and to advise them on the procedures open to them for the redress of complaints

D. Bring ideas and concerns expressed by the Commissionaires in their areas, to the CLRC and Senior Management

E. Promote Good Labour Relationships between the Commissionaires and all levels of management.

F. Promote Health and Safety of members.

G. When assigned by the CLRC Chairperson, investigate fully the circumstances of grievances filed by the members and submit written report with recommendations.

H. The outgoing Chairperson will stay on the CLRC as an ex-officio for 1 year and will be used for consultation purposes only. The outgoing Chairperson will attend the annual CLRC meeting.

I. The outgoing vice-Chairperson and Secretary may be used for consultation purposes (via phone only), as required.

Section 3

Committee Procedures

3.1 Meetings & Teleconferences

The CLRC will hold a minimum of 2 meetings per year. One of these meetings may be via telephone conference and one Annual meeting. This meeting is to be held in the spring (April – May) in a location recommended by the Committee and agreed upon by the CEO. The teleconference will be held in the fall. Agenda items for the Fall teleconference will be restricted to financial items. With the approval of the CEO, additional meetings/conference calls may be arranged to discuss matters of an emergency nature.

3.2 Meeting Agendas

Approximately 1 month prior to the annual meeting, all Commissionaires will be canvassed for agenda items. Once formulated, a copy of the agenda will be sent to each Site. All items presented by the Commissionaires will be discussed by the CLRC and voted on at the Annual Meeting.
3.3 **CLRC/Senior Management Meetings**

A. The last day of the Annual Meeting will be reserved for a private meeting between the Committee, Senior Management and when possible a representation from the Board of Governors, to brief them on concerns of the Commissionaires and the Committee’s recommendations.

B. The Committee Chairperson can at any time request a meeting with Senior Management to discuss matters that affect the employment of the Commissionaires. Minutes of these meetings must be kept and all items discussed must be brought before the entire CLRC for ratification.

3.4. **Committee Voting**

For voting purposes, a majority of the committee must be contacted or present to cast a ballot. A majority will be considered to be 50% plus 1 (50%+1). All members of this committee are entitled to vote, including the Chairperson, who may cast a deciding vote, if necessary.

3.5 **Meeting Minutes**

Minutes of all annual meetings and teleconferences must be distributed to each site.

Section 4

4.1 **Committee and Individual Representative Expenses**

All costs associated with these meetings will be borne by the Newfoundland and Labrador Division. Members of the Committee will be reimbursed by the Corps for any loss of work, traveling expenses, meals and lodging incurred to attend meetings approved by the CEO.

Section 5

5.1 **Occupational Health & Safety Representation**

The elected members of the CLRC will also be the area Occupational Health and Safety representatives.
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CLRC Grievance Review Committee

Terms of Reference

Section 1

Mandate

1.1 The mandate of the Commissionaires Labour Relations Committee, Commissionaire Grievance Review Committee, hereafter referred to as the GRC, is to review, investigate and recommend corrective actions for all complaints assigned to them by the Chairperson of the CLRC on behalf of the Commissionaire Members of the Newfoundland and Labrador Division of the Commissionaires.

Purpose

1.2 The purpose of the GRC is to ensure that all grievances submitted on behalf of or against Commissionaire Members of the Newfoundland and Labrador Division are investigated fairly, objectively and diligently.
Section 2
Terms of Service GRC

2.1 Authority
A. Under section 9 of the Newfoundland and Labrador Division Policies and Procedures, the CLRC Chairperson has the authority to call up and assign members to form a Grievance Hearing Committee to investigate and remediate grievances submitted by and on behalf of Commissionaires employed in the Newfoundland and Labrador Division of the Commissionaires. The members of the Grievance Review Committee are to be chosen from the ranks of the elected CLRC Members. Under the authority of the Division CEO, the GRC committee members have the authority to interview any witnesses employed in the ranks of the Commissionaires, Newfoundland and Labrador division, in the performance of their duties as GRC Committee Members.

2.2 Committee Makeup
A. The committee will consist of 3 members of the CLRC as appointed by the CLRC Chairperson on a case by case basis; and

B. A Senior Management Person as assigned by the CEO. The Senior Management person will serve only in an advisory role and will not have a vote in matters in front of the GRC.

2.3 Final Report
A. A final report must be distributed to the Division CEO, The CLRC Chairperson and the CLRC Secretary.

2.4 Committee and Individual Representative Expenses
A. All costs associated with call-up of a GRC will be borne by the Newfoundland and Labrador Division. Members of the Committee will be reimbursed by the Corps for any loss of work, traveling expenses, meals and lodging incurred to attend meetings approved by the CEO.
Section 3

Responsibilities

3.1 CLRC Chairperson

A. Upon receipt of a grievance, the Chairperson of the CLRC and Senior Management will meet and decide if the actions to be taken will be in accordance with an Administrative Grievance or Disciplinary Grievance are valid as per the guidelines laid out in Section 9 of the Newfoundland and Labrador Division Policies and Procedures.

B. The CLRC Chairperson will assign members to the GRC and request a Senior Manager as advisor to the committee.

C. The CLRC Chairperson will present the GRC members with written instructions.

D. The CLRC Chairperson will advise all persons involved in the grievance, what actions are being taken to investigate and resolve the matter.

E. The CLRC Chairperson will ensure that the griever has representation by a member of the CLRC. In the event that it is a grievance of one Commissionaire against another, the CLRC Chairperson will ensure that both parties are adequately represented.

F. The CLRC Chairperson will ensure that all persons involved in the matter receive a copy of these Terms Of Reference.

G. The CLRC Chairperson will ensure that copies of the GRC Final Report are distributed to only those persons with a requirement to be in the know.

3.2 Grievance Review Committee Members

A. Upon being struck, the GRC members will elect a Chairperson and a Secretary.

B. A 4 member panel, consisting of 3 members of the CLRC and 1 Senior Management, may travel to the Grievor’s geographical location for the final interview with the Grievor and the person grieved against. Prior to the hearing, a thorough investigation must be completed. During the hearing both parties may have access to
all details of the investigation. At the end of the hearing, the Grievor and the person grieved against will be advised as to panel findings and as to the recommendations to the CEO. This panel will only address the actual incident of the Grievor and no other issues will be investigated or addressed by the panel.

C. GRC meetings and consultations may be conducted in person or through electronic media.

D. The GRC is to arrange for administrative support for such things as Communications etc, thru the Senior Management Advisor.

E. If required, the GRC will arrange for Legal Advice/Support thru the Division’s Legal Counsel. The request for this support is to be made thru the Senior Management Advisor.

F. At the conclusion of their investigation, the GRC will submit a written report complete with their findings and recommendations to the Division CEO, The CLRC Chairperson and the CLRC Secretary. The CLRC Secretaries copy will be for filing purposes only.

G. The GRC members are to take steps to ensure information from an investigation is not released to any person without a direct need to know.

3.3 Senior Management Advisor

A. The Senior Management Advisory will act in the capacity of official advisor on topics such as Divisional Policies, Labour Laws and Relations and as a facilitator to the GRC.
Section 4

Investigation and Remediation Guidelines

The GRC will carry out all investigations under the following guidelines for conducting workplace interviews.

4.1 Grievor and/or Witnesses

A. Interview all employees or other individuals who may have first hand knowledge of the matters in issue. Take special care to interview any witnesses the griever identifies as having relevant information to provide.

B. If requested, all persons must participate in the grievance investigation. Any statements given may be subject to the Canadian Evidence Act under the Criminal Code of Canada.

C. Request written statements from witnesses but do not force the issue if the witness is unwilling.

D. Take notes of all witness interviews and prior to the end of the interview have the witness review the notes and sign a brief statement indicating that the notes accurately reflect what was said in the interview.

E. Encourage witnesses to recount only what they know first hand or information that they have good reason to believe is reliable.

F. Discount all repetitions of rumors, innuendo or speculations unless they are independently confirmed.

4.2 Person(s) Under Investigation

A. Continue the investigation until you are sure you have all the relevant facts.

B. Advise the person under investigation of the substance of the information gathered and provide him/her with a fair opportunity to respond.

C. Carefully note any mitigating or exculpatory information provided by the person under investigation so that it can be taken into consideration in the determination of the appropriate Committee recommendations.
4.3 Final Report and Recommendations

A. Create a written summary of all information gathered during the investigation.

B. Summarize the witness statements and any other relevant information.

C. Attach copies of all relevant documentation obtained during the investigation.

D. Suggest recommendations for remedial actions and explain rationale for the recommendations.
CLRC

2013 Committee Members Contact Information

<table>
<thead>
<tr>
<th>Location</th>
<th>Name</th>
<th>Work number</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central SM Rep</td>
<td>Remi Truchon</td>
<td>256-1703 ext 1209</td>
<td><a href="mailto:rtruchon@commissionaires.nl.ca">rtruchon@commissionaires.nl.ca</a></td>
</tr>
<tr>
<td>Central CM Rep</td>
<td>Don Samson</td>
<td>256-1703 ext 1209</td>
<td><a href="mailto:dsamson@commissionaires.nl.ca">dsamson@commissionaires.nl.ca</a></td>
</tr>
<tr>
<td>North Western CM Rep</td>
<td>Garry Burden</td>
<td>896-6655</td>
<td><a href="mailto:gburden@commissionaires.nl.ca">gburden@commissionaires.nl.ca</a></td>
</tr>
<tr>
<td>South Western CM Rep</td>
<td>Harold Rubia</td>
<td>635-5543</td>
<td><a href="mailto:hrubia@commissionaires.nl.ca">hrubia@commissionaires.nl.ca</a></td>
</tr>
<tr>
<td>Western SM Rep</td>
<td>Craig Frawley</td>
<td>896-1881</td>
<td><a href="mailto:cfrawley@commissionaires.nl.ca">cfrawley@commissionaires.nl.ca</a></td>
</tr>
<tr>
<td>Eastern SM Rep</td>
<td>Bart Dwyer</td>
<td>748-7835</td>
<td><a href="mailto:bdwyer@commissionaires.nl.ca">bdwyer@commissionaires.nl.ca</a></td>
</tr>
<tr>
<td>Eastern CM Rep</td>
<td>Eric Hutton</td>
<td>772-0656</td>
<td><a href="mailto:ehutton@commissionaires.nl.ca">ehutton@commissionaires.nl.ca</a></td>
</tr>
<tr>
<td>Eastern CM Rep</td>
<td>Joshlyn Sweeney</td>
<td>(email only)</td>
<td><a href="mailto:jsweeney@commissionaires.nl.ca">jsweeney@commissionaires.nl.ca</a></td>
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**CLRC Executive**

- Bart Dwyer                Chairperson
- Eric Hutton               Vice-Chairperson
- Craig Frawley             Secretary
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1. Names of Health & Safety Committees

   CLRC Health & Safety Committee – NL Division
   Health & Safety Workplace Committee – Goose Bay

2. Constituency

   See Annex C

3. Purpose of the Committee

   It is a joint committee made up of worker and employer representatives consulting in a cooperative spirit to identify and resolve health and safety problems in support of a planned occupational health and safety program in the place of employment.
4. **Functions of the Committee**

(a) Make recommendations for the establishment and enforcement of health and safety policies and practices.

(b) Participate in the identification of dangers to health and safety in places of employment, and recommend means of controlling the hazards.

(c) Obtain information from the employer and from such other sources as necessary regarding the identification of existing or potential dangers to health and safety at the place of employment.

(d) Advise on and promote health and safety programs for the education and information of the employer and workers.

(e) Receive, consider, and, where necessary, investigate complaints respecting health and safety of workers at the place of employment, and, where necessary, make recommendations to the employer.

(f) Maintain records regarding the complaints received and the resolution of those complaints.

(g) Where applicable, review the information resulting from monitoring and measuring procedures, and, where necessary make recommendations to the employer.

(h) Participate in inspections at place of employment concerning health and safety of workers.

(i) Perform any other duties that an OHS officer may assign to a Committee.

5. **Records**

The Committee will keep accurate records of all matters that come before it.

6. **Meetings**

(a) The Committee will meet quarterly.

(b) Special meetings, if required, will be held at the call of the Chairman.

(c) A quorum shall consist of a majority of members.

(d) The committee will add procedures it considers necessary for the meetings.

7. **Agendas and Minutes**

(a) An agenda will be prepared by the secretary under the direction of the chairman and distributes to members prior to the meeting.

(b) Minutes will be prepared as soon as possible after the meeting and will be made available to the employer, workers, and the Workplace Health and Safety Compensation Commission.
8. Composition of the Committees

(a) The NL Division Committee shall consist of 10 members.
(b) One worker representative will be elected from each of the following areas (see Annex A)
(c) One management representative will be appointed from the following areas
   HQ – one management rep.
   HQ – one worker rep.
(d) The Goose Bay Committee consists of 7 members.

9. Committee Officers
The Committees shall elect a chairperson and secretary from its membership.

The Chairperson shall:

- Control the meetings
- Ensure the maintenance of a unbiased viewpoint
- Arrange the agendas
- Review previous minutes and material prior to the meetings

The Secretary’s duties will include:

- Arrangement of the meeting place
- Notification of meetings to members
- Agenda preparation
- Minutes preparation
- Forwarding a copy of the minutes to the employer for distribution
- All correspondence
- Acting as Chairperson when necessary

10. Amendments
These terms of reference may be amended by majority vote of the Committee members in consultation with Senior Management.
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Commissionaires Newfoundland & Labrador
Accident / Incident Investigation Form

ACCIDENT ☐ INCIDENT ☐

EMPLOYEE NAME: ____________________________

EMPLOYEE NUMBER: ____________________________

SITE NAME: ____________________________ SITE NUMBER: ____________________________

DATE & TIME OF ACCIDENT / INCIDENT:
Year: ________ Month: ________ Day: ________ Time: ________

DATE & TIME OF INVESTIGATION:
Year: ________ Month: ________ Day: ________ Time: ________

NAME & TITLE OF INVESTIGATOR: ____________________________

TELEPHONE # OF INVESTIGATOR: ____________________________

FAX # OF INVESTIGATOR: ____________________________

LOSS: ☐ People Details: ____________________________
☐ Equipment
☐ Materials
☐ Environment

SEVERITY: ☐ Negligible (no injury/illness; no loss of property)
☐ Minor (minor injury/illness; minor property damage)
☐ Critical (severe injury/illness; serious property damage)
☐ Catastrophic (permanent disability; loss of life; facility loss)

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INVESTIGATOR’S SIGNATURE: ___________________________ DATE: __________

EMPLOYEE’S SIGNATURE: ______________________________ DATE: _________
MONTHLY HEALTH AND SAFETY TRAINING REPORT

SITE NAME: ______________________ 

SITE #: __________

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Training by outside agencies as well as in house training should be recorded.
Record any safety briefings/instructions as well as review of safety videos.

Site Managers Signature: ____________________________ Date: ____________
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MONTHLY SITE INSPECTION CHECKLIST

SITE NAME: ______________________  SITE #: _________

DATE OF INSPECTION: DAY _______  MONTH ________  YEAR __________

INSPECTED BY: _____________________

Items and situations to observe:

### INSIDE:

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<tbody>
<tr>
<td>1</td>
<td>Aisles, Floor Surfaces, Ceilings</td>
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ITEM #  UNSAFE ACT / CONDITION & CORRECTIVE ACTION TAKEN

Signature: _____________________  Date: ________________

[SGS logo]
COMMISSIONAIRE SHIFT EXCHANGE

I, __________________________ #__________, agree to work the below listed shifts for
___________________________ #__________.

DATES FROM ____________________ TO ____________________

I understand that in accepting this duty, I am responsible as though it had been my regular
scheduled shift. As well, I understand that this shift exchange will be at no extra cost to the
Corps or Client, including no overtime charges.

The actual hours worked by the Commissionaire assuming the duty are to be recorded on the
time-sheet that applies to the dates, actually worked.

Signature of Commissionaire assuming duty: __________________________

Date: _______________________

Signature of Manager for approval: __________________________

Date: _______________________

Instructions for Completing Worker’s Report of Injury (Form 6)

Use this form when:

- You have a work-related injury/incident or recurring work-related injury or illness that results in any of the following:
  - medical attention;
  - loss of earnings; and/or
  - lost-time from work.

This includes injuries or illnesses that occurred over time as well as those caused by a single event.

- As a partner, proprietor or independent operator (also referred to as owner/operator on this form), you have experienced a work-related injury. Please note that coverage will be extended only when optional personal coverage has been purchased from the Commission.

Points to remember:

- Complete and accurate information is important so as not to delay processing your claim.
- If you have additional information, attach additional pages and include your name and SIN on each page.
- Be sure to sign page 2 so we can process your claim.

Section A General Information

Occupation & Employer Information

- This refers to your occupation and employer at the time of your injury/incident.

Section B Injury / Incident Information

How did your injury/incident occur or the condition develop?

- Explain how the injury/incident happened and what you were doing at that time. This may include information such as: sizes, weights and names of objects involved; description of any machinery, tools or vehicles used at the time of the injury/incident; environmental conditions (work area, temperature, noise, chemicals, gas, fumes); if another person was involved; or any other information you think is important.

For example: “I was moving boxes in the storage room. I lifted a 40 pound box from the floor to put on a shelf. I twisted to the right while lifting, and hurt my upper back.”

Section D: Return-to-work Information

- You and your employer may be able to change your duties and/or hours so you can stay at work while you are receiving medical treatment for your injury. This is called early and safe return-to-work.

- An early and safe return-to-work plan should be developed in cooperation with your employer, based on the functional abilities information from your health care provider(s).

Section E: Earnings Information

- If you are off work for more than one day, or have an early and safe return-to-work plan of more than one day, you may be entitled to wage-loss benefits. You should complete this section so the Commission can make this determination.

Additional information on access, release and protection of your information by the Commission can be found in Policy GP-01: “Information Protection and Access,” available at www.whscc.nl.ca or by calling 1-800-563-9000.
Worker's role in early and safe return to work

The main focus of early and safe return to work is to enable you to remain at the workplace following an injury or to return to the workplace in a safe and timely manner if you have already lost time from work.

Going back to work may involve making changes to the duties and/or the hours of work. It may also involve changes to the workplaces such as acquiring equipment or other devices to help you with your return to work.

Staying in touch with work

It is important to stay connected to your workplace following an injury. If your injury prevents you from performing your regular job duties, both you and your employer are required to work together to identify suitable and available employment, even while you are receiving medical treatment for your injury.

During each medical appointment, your doctor will provide you with a copy of their report (form 8/10) for your records and a second copy to bring to your employer. The employer’s copy of the doctor’s report does contain your personal medical information; it simply identifies your functional abilities as a result of the injury.

It is extremely important for you to provide this report to your employer by the next working day after each doctor’s visit. This will enable you to assist your employer in identifying suitable job duties so you can continue working without aggravating your injury. If you work in a unionized environment, you may want to involve your union representative in this process.

Finding the right duties

When identifying early and safe return-to-work opportunities with your employer, the first priority should be to maintain the connection to the pre-injury job at some level. Where this is not possible, it is important to work with your employer to identify suitable and available employment that is within your physical capabilities. If you and your employer require any assistance during this process, you should contact your case manager.

Documenting a plan

Once you and your employer have identified suitable job duties that are in keeping with your abilities, you will complete an early and safe return-to-work plan that outlines the agreed upon schedule and progression of duties. If any change occurs to this plan, you must immediately notify your case manager.

Your early and safe return-to-work plan should also outline the scheduled hours and the hourly wage earned. This information will then be used to determine if there is any entitlement to compensation during your return-to-work process.

Communicating progress

Communication is critical during early and safe return to work. The frequency and method of communication between you and your employer will be determined by the employer’s procedures. However, we recommend you contact your employer weekly during the early and safe return-to-work program. You should also contact them immediately if there is an improvement or deterioration in your physical condition that could affect your return-to-work plan. It is also important to keep your case manager updated on your progress.

Worker’s role in occupational health and safety (OH&S)

- Worker’s duties:
  - Protect your health and safety and that of co-workers and others at or near the workplace;
  - Co-operate with your employer, co-workers, OH&S committee/worker health and safety representative/workplace health and safety designate, and anyone exercising a duty imposed under OH&S legislation;
  - Follow instructions and training;
  - Report hazardous conditions; and
  - Properly use all safety equipment, devices and clothing.

- Workers’ rights:
  - Know about workplace hazards;
  - Participate and assist in identifying and resolving OH&S issues; and
  - Refuse unsafe work.
# Worker's Report of Injury

This information is collected under the authority of the Workplace Health, Safety and Compensation Act to determine entitlement to benefits and manage your claim.

## SECTION A - GENERAL INFORMATION

<table>
<thead>
<tr>
<th></th>
<th>Last name</th>
<th>First name</th>
<th>Initial</th>
<th>Date of birth</th>
<th>Gender</th>
<th>M</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mailing address</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Province</td>
<td>Postal code</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Home telephone</td>
<td>Work telephone</td>
<td>Social Insurance Number</td>
<td>MCP</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Occupation</th>
<th>Are you the owner / operator of this business?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Were you employed as part of a HRSDC program?</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Employer</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mailing address</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Province</td>
<td>Postal code</td>
</tr>
<tr>
<td></td>
<td>Street address</td>
<td></td>
</tr>
</tbody>
</table>

## SECTION B - INJURY / INCIDENT INFORMATION

<table>
<thead>
<tr>
<th></th>
<th>Date / time of injury / incident</th>
<th>YouTube</th>
<th>AM</th>
<th>PM</th>
<th>Did this injury develop over time without a specific injury / incident?</th>
<th>Yes</th>
<th>No</th>
<th>Date / time injury / incident was reported to employer</th>
<th>YouTube</th>
<th>AM</th>
<th>PM</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Did this injury / incident occur outside Newfoundland and Labrador?</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>To whom was the injury / incident first reported?</th>
<th>Last name</th>
<th>First name</th>
<th>Occupation</th>
<th>Telephone</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th>What part(s) of your body was affected?</th>
<th>Indicate right, centre or left, if applicable</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th>How did the injury / incident occur or the condition develop?</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Did the injury / incident happen on the employer’s property or worksite?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Were there any witnesses to this injury / incident?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>If yes, please specify name and contact information, if available.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Last name</th>
<th>First name</th>
<th>Address</th>
<th>Work telephone</th>
<th>Home telephone</th>
</tr>
</thead>
<tbody>
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<td></td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>If yes, tick applicable:</td>
<td>Motor vehicle accident (e.g., forklift, car, truck, ATV)</td>
</tr>
<tr>
<td></td>
<td>Person(s) not employed by your employer</td>
<td>Slip and fall</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>If yes to Question 11, was someone else involved?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>If yes, please specify name and contact information, if available.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Last name</td>
<td>First name</td>
<td>Address</td>
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<tr>
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</tbody>
</table>

## SECTION C - MEDICAL INFORMATION

<table>
<thead>
<tr>
<th></th>
<th>Did you seek medical attention?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Date of visit</td>
<td>YouTube</td>
<td>Were you seen in emergency?</td>
</tr>
<tr>
<td></td>
<td>If yes, which hospital?</td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name the health care person you saw during this first visit:</th>
<th>Last name</th>
<th>First name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>If known</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name your family physician:</th>
<th>Last name</th>
<th>First name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>If known</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Have you experienced similar problems in the past?</td>
<td>If yes, explain in chart below, if related to a previous claim, record the number.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Similar problems</th>
<th>Year</th>
<th>Part of body</th>
<th>Location</th>
<th>WHSCC claim number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Please see reverse for instructions.
SECTION D - RETURN-TO-WORK INFORMATION

16 Did you stop working? □ No □ Yes

Were your work duties and/or hours modified or changed? □ Yes □ No

Worker’s name

Social Insurance Number

When did you stop working? yyyy/mm/dd

HH:mm □ AM □ PM

Have you been offered or participated in alternate/modified duties? □ Yes □ No

Have you since returned to work? □ No □ Yes

When? yyyy/mm/dd

SECTION E - EARNINGS INFORMATION

Complete only if claim involves lost time/early safe return to work greater than the day of injury.

17 At the time of your injury/incident, were you working in a second job? □ Yes □ No

If yes, have you lost time/wages from the second job as a result of the injury/incident? □ Yes □ No

18 Are you receiving other benefits in relation to this injury/incident? □ Yes □ No

If yes, is it: □ Short-term or long-term disability insurance benefits □ Canada Pension Plan □ WHSCC benefits □ Other:

19 At the time of your injury, were you receiving EI benefits? □ Yes □ No

If nothing is indicated above, you will be assumed as a(b) basic personal amount.

20 Indicate the personal income tax credits you are claiming:

a. Basic personal amount
b. Full equivalent to spouse amount (if not full amount, then d. applies)
c. Number of children under age 18 you are claiming

d. Other (complete a new TD1 and TD1NL available from Canada Revenue Agency at www.cra.gc.ca).

SECTION F - FISHER’S INFORMATION

To be completed by workers on a fishing vessel.

21 Vessel name

Vessel length (feet)

Are you an owner or part owner of the vessel? □ Yes □ No

Master’s name

Master’s telephone

Master’s mailing address

Province

Postal code

22

23 Are your earnings based on a share of the catch? □ Yes □ No

If yes, describe your share arrangement:

Fish buyer’s information if you need more space, please use an additional sheet.

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Start of fishing period yyyy/mm/dd

End of fishing period yyyy/mm/dd

SECTION G - INFORMATION ACCESS AUTHORIZATION

24 Do you authorize another individual (e.g., union representative, MHA) to act on your behalf and access your information regarding this claim? □ Yes □ No

This authorization will remain in effect until you notify the Commission of a change using Form 13.

<table>
<thead>
<tr>
<th>Last name</th>
<th>First name</th>
<th>Address</th>
<th>Organization</th>
<th>Telephone</th>
</tr>
</thead>
</table>

SECTION H - CONSENT AND DECLARATION

25 I believe this is an injury related to my work and I declare that all information I have given on this form is true and correct. I understand I must immediately inform the Commission if I return to, or become capable of, performing work of any kind.

I consent to the Commission collecting and using all information it considers relevant for the purposes of determining my entitlement to benefits and managing my claim under the Workplace Health, Safety and Compensation Act (WHSCC). This includes, but is not limited to, collecting and using information from physicians, hospitals, health care providers, and employers pertaining to my examination, treatment, medical history, injury/illness and employment.

I consent to the Commission disclosing to my employer or my Employer’s Authorized Representative, a summary of my injury costs, which is disclosed to the employer for the purpose of verifying claims’ costs. I consent to the Commission disclosing to external physicians, hospitals and health care providers all relevant information necessary for the purpose of determining entitlement to benefits and managing my claim under the WHSCC Act.

I understand information may be collected, used and/or disclosed for other purposes and/or disclosed to other parties only as permitted by law, including, but not limited to, the WHSCC Act and the Access to Information and Protection of Privacy Act and I agree that this consent is valid for the duration of my claim.

Name please print __________ Signature __________ Date yyyy/mm/dd

SECTION I - CO-OPERATION AND OBLIGATION

All workers and employers must co-operate in early and safe return to work.

A re-employment obligation may exist if there are 20 or more workers with your employer and if you have been continuously employed for more than one year. Contact your employer to determine if this re-employment obligation applies to you.

Wh SSCC USE ONLY

If attaching additional information, put your first name, last name and Social Insurance Number at the top of each sheet.
This form must be filed within three days of injury / incident.

SECTION A - GENERAL INFORMATION

<table>
<thead>
<tr>
<th>Tract name</th>
<th>Legal name</th>
</tr>
</thead>
</table>

Mailing address | City / Town | Province | Postal code |
|----------------|-------------|----------|-------------|

Site name | Site # | Site location |
|-----------|--------|---------------|

EMPLOYER

<table>
<thead>
<tr>
<th>Contacts</th>
<th>Name</th>
<th>Telephone</th>
<th>Fax</th>
<th>E-mail</th>
</tr>
</thead>
</table>

Is for wage information
Is for details of injury
Is for disability, return to work

WORKER

<table>
<thead>
<tr>
<th>Worker's last name</th>
<th>First name</th>
<th>Initial</th>
<th>Date of birth</th>
<th>Gender</th>
<th>M</th>
<th>F</th>
</tr>
</thead>
</table>

Mailing address | City / Town | Province | Postal code |
|----------------|-------------|----------|-------------|

Home telephone | Work telephone |
|----------------|---------------|

Social Insurance Number

Employment status: | Full-time | Part-time |
|------------------|-----------|-----------|

What are the lifting requirements of this occupation?

Yes | No

< 11 lbs | 11-21 lbs | 22-44 lbs | > 44 lbs

SECTION B - INJURY / INCIDENT INFORMATION

<table>
<thead>
<tr>
<th>Date / time of injury / incident</th>
<th>yyyymm/dd</th>
<th>AM</th>
<th>PM</th>
</tr>
</thead>
</table>

Did this injury develop over time without a specific injury / incident?

Yes | No

Date/time injury/incident was reported to employer:

<table>
<thead>
<tr>
<th>yyyymm/dd</th>
<th>AM</th>
<th>PM</th>
</tr>
</thead>
</table>

Did this injury / incident occur outside Newfoundland and Labrador?

Yes | No

To whom was the injury / incident first reported?

Last name | First name | Occupation | Telephone |
|-----------|------------|------------|-----------|

Did the worker seek medical attention?

Yes | No

Did the worker require hospitalization for more than two days?

Yes | No

What part(s) of the worker's body was affected?

Describe your understanding of how the injury / incident occurred or condition developed:

Was the work / activity being done for the purpose of the employer's business?

Yes | No

Specify where:

Was the injury / incident caused by anything listed at right?

Yes | No

If yes, tick applicable:

Motor vehicle accident (e.g., forklift, car, truck, ATV)
Malfunction of product/equipment
Person(s) not employed by the employer
Slip and fall

If yes to Question 12, was someone else involved?

Yes | No

If yes, please specify name and contact information, if available.

Last name | First name | Address | Work telephone | Home telephone |

SECTION C - INJURY / INCIDENT NOTIFICATION

<table>
<thead>
<tr>
<th>Has your occupational health and safety committee and / or representative / designate been notified of the incident / condition?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Do you have any objections to this claim?

Yes | No

If yes, please use an additional sheet to explain your objections. Further to Section 63 of the WS/CC Act, you must provide a copy of your objections to the Commission within 10 days of the claim being reported to you. Also, you must provide the worker with a copy of your objections.
SECTION D - RETURN-TO-WORK INFORMATION

15 Did the worker stop working? [ ] Yes [ ] No

When? [ ] Yes

When? [ ] No

Has the worker returned to work? [ ] Yes [ ] No

Has the worker been offered alternate/modeled duties? [ ] Yes [ ] No

What is the worker's current return-to-work status?

- Returned to pre-injury job with no changes
- Returned to pre-injury job with duties only changed
- Returned to pre-injury job with time only changed
- Returned to pre-injury job with hours and duties changed
- Returned to work in a different job to accommodate injury
- Other accommodations specified:

16 Has an early and safe return-to-work (ESRTW) plan been completed? [ ] Yes [ ] No

Attach plan or forward within five days

SECTION E - EARNINGS INFORMATION

Complete only if claim involves lost-time / ESRTW greater than the day of injury.

17 If the worker has not returned to work in any capacity, are you continuing to pay the worker directly during the lost-time period? [ ] Yes [ ] No

The employer must pay worker for day of injury.

Provide date worker stopped receiving wages: yyyy/mm/dd

Are you paying 80% of net? [ ] Yes [ ] No

The employer cannot pay the worker an amount in excess of compensation entitlement.

18 Showing separately for each week or pay period, indicate the worker's gross wages for the four pay periods before lost-time or ESRTW:

- Include bonuses, overtime, and periods without pay

<table>
<thead>
<tr>
<th>Period from</th>
<th>To</th>
<th>Wages</th>
</tr>
</thead>
<tbody>
<tr>
<td>yyyy mm dd</td>
<td>yyyy mm dd</td>
<td>$/d</td>
</tr>
</tbody>
</table>

| | Holidays without pay | Rests without pay | Lack of work |
| | Days | Days | Days |

| | Days | Days | Days |

Worker’s regular hourly rate: ___________

Next pay day: yyyy/mm/dd

Frequency of pay: [ ] Weekly [ ] Bi-weekly [ ] Monthly [ ] Semi-monthly

19 Indicate on this 14-day chart the hours per day the worker would work:

<table>
<thead>
<tr>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thur</th>
<th>Fri</th>
<th>Sat</th>
</tr>
</thead>
</table>

20 If the worker is a shift worker, how many shifts did they lose as a result of the injury/accident?

SECTION F - FISHER'S INFORMATION

To be completed by master, owner or part owner of a fishing vessel.

21 Vessel name: ___________

Vessel length (feet): ___________

Is the worker an owner or part owner of the vessel? [ ] Yes [ ] No

22 Master's name: ___________

Master’s telephone: ___________

Master’s mailing address: ___________

City/Town: ___________

Province: ___________

Postal code: ___________

23 Are the worker's earnings based on a share of the catch? [ ] Yes [ ] No

If yes, describe the worker's share arrangement:

Fish buyer's information: if you need more space, please use an additional sheet.

Name: ___________

Telephone: ___________

Fax: ___________

Gross sales: ___________

Start of fishing period: yyyy/mm/dd

End of fishing period: yyyy/mm/dd

24 Do you authorize another individual outside your organization or company to act on your behalf and access employer information regarding this claim? [ ] Yes [ ] No

This authorization will remain in effect until you notify the Commission of a change using Form 2.

Name: ___________

Position: ___________

Signature: ___________

Telephone: ___________

Date: yyyy/mm/dd

SECTION G - INFORMATION ACCESS AUTHORIZATION

25 I declare this form to be complete and correct. I understand that giving false information or omitting relevant information is a serious offence.

Name: ___________

Position: ___________

Signature: ___________

Telephone: ___________

Date: yyyy/mm/dd

SECTION H - SIGNATURE, CONSENT AND DECLARATION

26 This form must be filled within three days of the injury. Late and incomplete reports may result in a fine. All employers and workers must co-operate in early and safe return to work. A re-employment obligation may exist if there are 20 or more workers in your employment, and if you continuously employed the injured worker for more than one year. The Occupational Health and Safety Act requires that all incidents resulting in serious injury be reported to the Occupational Health and Safety Branch at (709) 729-4444.

If attaching additional information, put the worker's first name, last name and Social Insurance Number at the top of each sheet.
Use this form when:

- Your employee has a work-related injury / illness or recurring work-related injury / illness that results in any of the following:
  - medical attention;
  - loss of earnings; and / or
  - lost-time from work.

This includes injuries or illnesses that occurred over time as well as those caused by a single event.

- If you are a partner, proprietor or independent operator (also referred to as owner/operator on this form), you do not need to complete this form. Instead, you should complete a form 6 – worker’s report of injury. Please note that coverage will be extended only when optional personal coverage has been purchased from the Commission.

Points to remember:

- Complete and accurate information is important so as not to delay processing the claim.
- If you have additional information, attach additional pages noting the worker’s name and SIN on each page.
- As per the Workplace Health, Safety and Compensation Act, the form 7 must be forwarded to the Commission within three days of the injury.

Section A General Information

How long has this worker been in your employ?

- Workers hired for one year or more before the injury are considered continuously employed unless the year was interrupted by a work cessation that ended the employment relationship. For seasonal workers, periods of unemployment are not considered work cessation. For example, if you employed the worker for three years except for a seasonal period of five months per year, this worker is considered to be in your employ for more than 12 months, even if the months are not consecutive.

What date was the worker initially hired?

- This refers to the date the worker became your employee. If the worker has been hired in the past as a seasonal or temporary worker, record the most recent hire date.

What occupation was the worker performing at the time of the work injury / incident?

- In some cases, this may not be the worker’s regular job. For example, if the worker’s normal job is a welder, but he/she was temporarily working as a shipper / receiver when injured, shipper / receiver would be the occupation at the time of the injury/incident.

Section B – Injury / Incident Information

Did this injury develop over time without a specific injury / incident?

- If the worker is unable to recall when the injury / incident occurred or pain started, and there is no identifiable event, the injury may have developed over time. The worker may report discomfort performing their normal duties (e.g., full-time cashier continually scanning products with the left arm and begins to experience pain in the left elbow). However, if the worker is able to say when their symptoms began, note this date on the form.

Did the injury / incident happen on the employer’s property or worksite?

- Detailed information as to where the injury / incident happened is important to process the claim. For example, if on your premises, where did it occur? The shipping area, paint shop or warehouse? If not, where did it happen? For example, you operate a cleaning company and your employee was working at a retail store when the injury happened. In this case, note the name and location of the store.

Describe your understanding of how the injury / incident occurred or condition developed.

- Detailed information about how the injury / incident happened and what the worker was doing when it occurred is important to process the claim. This may include information such as: sizes, weights and names of objects involved; a description of any machinery, tools or vehicles used at the time of the injury/incident; any environmental conditions (work area, temperature, noise, chemicals, gas, fumes); if another person was involved; or any information you think is important.

For example: “Bob was moving boxes in the storage room. He lifted a 40-pound box from the floor to put on a shelf. He twisted to the right while lifting, and hurt his upper back.”

- If the condition developed over time, provide a description of the worker’s duties. Explain how often he / she performs a particular task; the sizes and weights of objects involved; how long he / she has been doing this work; if there have been any recent changes to the schedule and / or tools or products he / she uses.

Additional information on access, release and protection of your information by the Commission can be found in Policy GP-01: “Information Protection and Access,” available at www.wshcc.nl.ca or by calling The Commission’s Access to Information and Protection for Privacy (ATIPP) Co-ordinator at 1-800-563-9000.
Early and safe return-to-work

The goal of early and safe return to work is to safely return the worker to employment or employability that is comparable to the pre-injury level as soon as possible. With effective return-to-work planning, the human and financial costs associated with a workplace injury are significantly reduced.

Employers and workers are obligated to co-operate in the worker’s early and safe return to suitable and available employment with the injury employer. This may involve modified work, ease back to regular work, transfer to an alternate job, or trial work to assess the worker’s capability.

Re-employment obligation

Employers who have a legislative duty to modify the workplace in order to accommodate the injured worker’s return to the workplace are obligated to do so to the extent that it does not cause undue hardship for the employer. This may include work site/job modification or on-the-job skills development for alternate work.

Finding the right duties

When identifying early and safe return-to-work opportunities with your employee, the first priority should be to maintain the connection to the pre-injury job at some level. Where this is not possible, it is important to work with your employee to identify suitable and available employment that is within your employee’s physical capabilities. If you and your employee require any assistance during this process, you should contact your case manager.

Documenting a plan

Once you and your employee have identified suitable job duties that are in keeping with your employee’s abilities, you will complete an early and safe return-to-work plan that outlines the agreed upon schedule and progression of duties. If any change occurs to this plan, you must immediately notify your case manager.

Your early and safe return-to-work plan should also outline the scheduled hours and the hourly wage earned. This information will then be used to determine if there is any entitlement to compensation during your return-to-work process.

Employers’ role in occupational health and safety

- Ensure the health, safety and welfare of workers and those not in your employ;
- Maintain a healthy and safe workplace, systems, equipment, and tools;
- Provide operating instruction for the use of devices/equipment;
- Ensure workers are aware of hazards;
- Establish an OH&S committee/worker health and safety representative/workplace health and safety designate as required and consult/co-operate with them;
- Respond in writing to recommendations of the OH&S committee / worker health and safety representative / workplace health and safety designate and provide them with periodic written updates on implementation;
- Make arrangements for and consult with the OH&S committee / worker health and safety representative / workplace health and safety designate during workplace inspections;
- Co-operate with anyone exercising a duty imposed under OH&S legislation;
- Ensure safety clothing/equipment/devices are used;
- Ensure safety procedures are followed at all times; and
- Notify the Assistant Deputy Minister responsible for OH&S in the provincial government of a workplace accident that results in, or has the potential to result in, a serious injury or fatality.
EARLY AND SAFE RETURN-TO-WORK PLAN
TO BE RETURNED TO THE COMMISSION WITHIN 1 WEEK FROM RECEIPT OF FUNCTIONAL ABILITY INFORMATION

REFERENCE EMPLOYER’S GUIDE FOR INSTRUCTIONS.

<table>
<thead>
<tr>
<th>EMPLOYEE</th>
<th>EMPLOYER</th>
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<tbody>
<tr>
<td>CLAIM NUMBER</td>
<td>SOCIAL INSURANCE NUMBER</td>
</tr>
</tbody>
</table>

☐ RETURN-TO-WORK NOT APPROPRIATE AT THIS TIME
EXPLAIN ________________________________________________________________

☐ RETURN-TO-WORK APPROPRIATE
Check one or more which accurately describes the worker’s return-to-work.

☐ modified pre-injury duties (working at reduced or full hours)
☐ easeback to pre-injury duties (from reduced to full hours)
☐ alternate duties (different from the pre-injury employment)
  full-time ☐ part-time ☐ part-time increasing to full-time
☐ trial period (at essential or all pre-injury duties, full-time hours)

PLANNED DATE TO REVIEW AGAIN
YEAR MONTH DAY

PLEASE FORWARD UPDATED RETURN-TO-WORK PLAN AT THAT TIME.

DUTIES OF EARLY AND SAFE RETURN-TO-WORK PLAN. ____________________________________________________________

___________________________________________________________________________

ARE WORKPLACE MODIFICATIONS NECESSARY? ☐ NO ☐ YES, please explain. ____________________________________________________________

RETURN-TO-WORK SCHEDULE

<table>
<thead>
<tr>
<th>WEEK(S)</th>
<th>FROM AND TO DATE</th>
<th>PROGRAM</th>
<th>INDICATE HOURS OF WORK PLANNED FOR EACH DAY</th>
<th>GROSS HOURLY WAGE TO BE PAID BY EMPLOYER DURING PROGRAM</th>
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</table>

DO YOU INTEND TO PAY WORKER FOR HOURS NOT WORKED? ☐ YES ☐ NO

EXPECTED RETURN-TO-WORK DATE FOLLOWING COMPLETION OF PROGRAM.YY MM DD

IDENTIFY ANY ISSUES WHICH MAY INTERFERE WITH THE SUCCESS OF THIS PLAN. ____________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

EMPLOYER REPRESENTATIVE ________________ DATE YY MM DD

EMPLOYEE (INJURED WORKER) ________________ DATE YY MM DD

WHSCC USE ONLY

NOTE: See reverse for information regarding co-operation and penalties.
All employers and workers are obligated under the *Workplace Health, Safety and Compensation Act* to co-operate in the worker’s early and safe return to suitable and available employment with the injury employer while the worker is receiving active medical rehabilitation for a work injury.

The workplace parties must co-operate and be self-reliant in returning the worker to suitable and available employment.

**Worker co-operation:**

(i) contact the injury employer as soon as possible after the injury occurs and maintain effective communication throughout the period of recovery or impairment;

(ii) assist the employer, as may be required or requested, to identify suitable and available employment;

(iii) accept suitable employment when identified; and

(iv) give the Commission any information requested concerning the return-to-work plan, including information about any disputes or disagreements which arise during the early and safe return-to-work process.

**Employer co-operation:**

(i) contact the worker as soon as possible after the injury occurs and maintain effective communication throughout the period of the worker’s recovery or impairment;

(ii) provide suitable and available employment. The employer is responsible to pay the worker’s salary earned during the early and safe return-to-work process. The Commission will pay the differential, if any, between the salary earned during early and safe return-to-work plan and 80% of the worker’s net pre-injury earnings subject to the maximum compensable ceiling; and

(iii) give the Commission any information requested concerning the worker’s return to work, including information about any disputes or disagreements which arise during the early and safe return-to-work process.

In the case of non-co-operation, the Commission shall levy a penalty on the worker and/or employer.

**Penalties**

**Worker** - the worker’s benefits shall be reduced, suspended or terminated, as determined appropriate by the Commission.

**Employer** - a penalty shall be levied.
EARLY AND SAFE RETURN-TO-WORK PLAN
TO BE RETURNED TO THE COMMISSION WITHIN 1 WEEK FROM RECEIPT OF FUNCTIONAL ABILITY INFORMATION

REFERENCE EMPLOYER’S GUIDE FOR INSTRUCTIONS.

EMPLOYEE: John Doe

CLAIM NUMBER: 123456
SOCIAL INSURANCE NUMBER: 123 456 789

PRE-INJURY POSITION: Cashier

EMPLOYER: XYZ Inc.

RETURN-TO-WORK APPROPRIATE

☐ RETURN-TO-WORK NOT APPROPRIATE AT THIS TIME

EXPLAIN

☐ RETURN-TO-WORK APPROPRIATE

Check one or more which accurately describes the worker’s return-to-work.

☐ modified pre-injury duties (working at reduced or full hours)

☐ easeback to pre-injury duties (from reduced to full hours)

☐ alternate duties (different from the pre-injury employment)

☐ full-time

☐ part-time

☐ part-time increasing to full-time

☐ trial period (at essential or all pre-injury duties, full-time hours)

PLANNED DATE TO REVIEW AGAIN

YEAR: MONTH: DAY:

PLEASE FORWARD UPDATED RETURN-TO-WORK PLAN AT THAT TIME.

DUTIES OF EARLY AND SAFE RETURN-TO-WORK PLAN: The employee is responsible for general cleanliness of store and customer service. Duties include serving ice cream and making sandwiches, operating cash, and stocking shelves.

ARE WORKPLACE MODIFICATIONS NECESSARY? ☑ NO ☐ YES, please explain.

RETURN-TO-WORK SCHEDULE

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<tbody>
<tr>
<td>1 &amp; 2</td>
<td>Jan. 3-16</td>
<td>Easeback</td>
<td>SUN 4 MON 4 TUES 4 WED 4 THUR 4 FRI 4 SAT 4</td>
<td>85.60</td>
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<td>3 &amp; 4</td>
<td>Jan. 17-30</td>
<td>Easeback</td>
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<tr>
<td>5 &amp; 6</td>
<td>Jan. 31-Feb. 13</td>
<td>Easeback</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DO YOU INTEND TO PAY WORKER FOR HOURS NOT WORKED? ☑ NO ☐ YES

EXPECTED RETURN-TO-WORK DATE FOLLOWING COMPLETION OF PROGRAM: 02 02 14 YY MM DD

IDENTIFY ANY ISSUES WHICH MAY INTERFERE WITH THE SUCCESS OF THIS PLAN.

EMPLOYER REPRESENTATIVE: John Smith

DATE: 02 01 02 YY MM DD

EMPLOYEE (INJURED WORKER): John Doe

DATE: 02 01 02 YY MM DD

NOTE: See reverse for information regarding co-operation and penalties.