



**CUPE**

**MASTER COLLECTIVE AGREEMENT**

**BETWEEN**

**Her Majesty the Queen  
in Right of Newfoundland  
(Represented herein by the Treasury Board)**

**AND**

**The Newfoundland & Labrador School Boards Association  
Representing the School Districts of:**

**WESTERN SCHOOL DISTRICT  
EASTERN SCHOOL DISTRICT**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
Locals 2033, 2212 and 3148**

**EXPIRY: March 31, 2012**

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**This is not the official version.**

**ARTICLE 1**                    **PURPOSE OF AGREEMENT**

- 1.01                    It is the purpose of both parties to this Agreement
- 1)                    to maintain and improve harmonious relations and settle conditions of employment between the Employer, employees, and the Union;
  - 2)                    to recognize the mutual value of joint discussions and negotiations pertaining to working conditions, employment and services.
  - 3)                    to encourage efficiency in operations;
  - 4)                    to promote the morale, well-being, and security of all employees in the bargaining unit of the Union.
- 1.02                    It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.
- 1.03                    In the event that there is a conflict between the expressed provisions of this Agreement and any regulation or policy made by the Employer, this Agreement shall take precedence over the said regulation or policy.
- \*1.04                    For purposes of this Agreement the Employer is recognized as, and remains as, the employing School Boards. The Newfoundland and Labrador School Boards Association and any employee it may designate, acts only in the capacity for contract negotiations and other labour relations issues that may be requested by a School Board.

**ARTICLE 2**                    **MANAGEMENT RIGHTS**

- 2.01                    All functions, rights, powers, and authority which are not specifically abridged, deleted, or modified by this agreement are recognized by the Union as being retained by the Employer.

**ARTICLE 3**                    **RECOGNITION AND NEGOTIATION**

\* 3.01                    Bargaining Unit

- \*a)                    The Employer recognizes the Canadian Union of Public Employees and its Locals 2033, 2212 and 3148 as the sole and exclusive collective bargaining agent for the classes of employees as listed in the certification order issued by the Labour Relations Board, which shall include but not be limited to the classifications listed in Schedule “B” of this agreement, and additions or deletions of positions as mutually agreed between the parties since the above

noted order was issued.

- b) Any unresolved dispute on future inclusions or exclusions of the bargaining unit may be referred by either party to the Labour Relations Board for adjudication.

\*3.02 Work of the Bargaining Unit

- \*(a) Persons whose jobs are not in the bargaining unit, including volunteers, shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting, reviewing an employee's performance, in the case of emergencies, or when regular employees are not available. Notwithstanding the above, for special functions and entertainment sponsored by the school, Church organizations, groups associated with the schools, church or community or private groups using the facilities of the Employer, the groups concerned may perform work of the bargaining unit with respect to and only in connection with those aspects of the facilities used by the groups or they may hire members of the bargaining unit at Union rates to perform such services. It is specifically understood and agreed that the servicing of the group and facilities used by such groups shall not reduce the normal hours of work or pay of any member of the bargaining unit. Members of the bargaining unit will assume no responsibility or liability for damages caused to the Employer's premises by such groups or individuals. Further, in the event the member's normal duties are interrupted to perform cleaning services necessitated by said groups, it is understood that their daily routine may have to be adjusted.
- (b) Employees within the bargaining unit, who are employed by these groups outside the normal working hours, shall be considered as employees of the Board for the purpose of benefits under this Agreement, such as insurance and Workers' Compensation.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

3.04 Union Access and Shop Stewards

- a) Employees shall have the right at any time to have the assistance of a full-time representative(s) of the Union on all matters relating to the Employer-employee relationships. Union representative(s) shall, after receiving permission from the Employer or his/her designated representative, have

access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances shall not absent themselves from work except with permission from their Supervisor and such permission will not be unreasonably withheld.

The same right of access will apply where the employee wishes to be represented by a Shop Steward or local officer.

- b) Permission to hold meetings on the premises of the Employer shall, in each case, be obtained from the Employer and such meetings shall not interfere with the operations of the Employer.
- c) No deductions shall be made from the pay of any officer or steward by reason of their being present at meetings with representatives of the Employer held during regular working hours.

3.05 Extra Curricular Runs

Runs for outside activities are not considered part of the normal bargaining unit work; however, bus drivers will be considered as employees while driving school buses on authorized school business other than regular school runs included in regular hours. School related runs for outside activities will not be considered overtime, but will be based on the applicable straight time rate. Employees engaged in charters for non-school related groups will be eligible for overtime in accordance with the provisions of Article 18.

\*3.06 Noon Time Runs

Except in exceptional circumstances, when, through sickness or other leave of absence noon time runs become available they shall be assigned on the basis of seniority to employees in the area who normally perform the work and are available. Senior people will not be required to do the entire run, but the noon time portion only unless otherwise mutually agreed by the Employer and the Union.

3.07 Benefits for Part-time and Temporary Employees

Benefits under this Agreement for part-time and temporary employees shall be pro rated according to their hours of work unless modified by specific terms of this Agreement.

**ARTICLE 4**            **HUMAN RIGHTS**

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the manner of wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his/her membership or activity in the Union, or any other reason.

4.02 Personal Harassment

The Employer and the Union recognize the right of all employees to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer and the Union agree to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour shall be appropriately disciplined, up to and including dismissal. The Employer and the Union agree that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint.

For the purposes of this Article, harassment shall be defined as follows:

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

Harassment of a personal nature is any behaviour that endangers an employee's job, undermines performance, or threatens the economic livelihood of the employee, which is based on race, religious creed, sex, marital status, physical or mental disability, political opinion, colour, or ethnic, national or social origin or Union status.

Grievances filed under this Clause will be received at the grievance stage immediately prior to the arbitration stage.

Grievances dealing with sexual harassment will be dealt with by the Employer and the Union with all possible confidentiality.

**ARTICLE 5**                      **UNION MEMBERSHIP REQUIREMENT**

5.01 All Employees to be Members

All employees whose jobs fall within the scope of the bargaining unit as a condition

of continued employment shall become and remain members of the Union.

5.02 New Members

All new members whose jobs fall within the scope of the bargaining unit shall, as a condition of employment, become and remain members of the Union from the date of hire.

**ARTICLE 6**            **CHECK-OFF OF UNION DUES**

6.01 Check-Off Payments

The Employer shall deduct from every employee coming within the bargaining unit the initiation fee and monthly dues of the Union.

\*6.02 Deductions

Deductions shall be forwarded to the Secretary-Treasurer of the National Union not later than the 15th day of the month. The Employer will forward to the Union with the first dues deductions cheque following the signing of the Agreement, a list which shows the employee's full name and payroll number. Each month thereafter a list showing additions and deletions will be forwarded with the dues deductions cheque. The Employer shall forward with each dues deduction cheque such information as is contained on the form attached as Appendix "C" of the Agreement.

6.03 Dues Receipts

The Employer agrees that when issuing T-4 slips the amount of membership dues paid by an employee to the Union during the previous taxation year will be recorded on his/her T-4 statement.

\*6.04 Employee Listing

The Union may from time to time, but not more than once per year, request a list of names of its members, along with each employee's mailing address, telephone number and classification in electronic format and such information shall be provided to the Union by the Employer within a reasonable period which shall be mutually agreed upon.

**ARTICLE 7**            **EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

7.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or representative. The Steward or representative will provide him/her with a copy of the Collective Agreement.

7.03 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union.

**ARTICLE 8**                    **CORRESPONDENCE**

8.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Assistant Director responsible or his/her designated representative, and the President of the Union.

**ARTICLE 9**                    **LABOUR MANAGEMENT COMMITTEE**

9.01 Establishment of Committee

A Labour Management Committee shall be established consisting of an equal number of representatives of the Union and Employer. The numbers may be changed by mutual agreement between the parties. The Employer shall be duly notified in writing as to the names of the Union representatives selected.

9.02 Function of Committee

The Committee shall concern itself with the following general matters:

1. promoting safety and sanitary practices;
2. reviewing suggestions from employees, questions of working conditions and service;
3. other problems and matters of mutual interest which affect the relationship between the employees and the Employer.

9.03 Meetings of Committee

The Committee shall meet at least twice yearly, or as often as the parties mutually deem it necessary, at a mutually agreeable time and place. The meetings may be cancelled or rescheduled by mutual consent. The Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for the time spent with this Committee.

9.04 Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

9.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting.

9.06 Jurisdiction of Committee

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

**ARTICLE 10**            **COLLECTIVE BARGAINING**

10.01 Representatives

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

\*10.02 Union Bargaining Committee

\*a) A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) members of each Union Local. The Union will advise the Employer of the Union nominees of the Committee.

b) Negotiation Pay Provision

Representatives of the Union shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on or to take part in negotiation meetings between the Union and the Employer.

10.03 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

10.04 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall, with the prior approval, have reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

10.05 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than three (3) weeks after the request has been given.

10.06 Technical Information

The Employer shall make available to the Union upon request, in writing, information required by the Union such as positions in the bargaining unit, job classifications, wage rates, and personnel policies which are required for collective bargaining purposes.

**ARTICLE 11** **GRIEVANCE PROCEDURE**

11.01 Definition of Grievance

- a) A grievance shall be defined as a dispute concerning the interpretation, application, or alleged violation of the terms of this agreement. Should any dispute arise as to whether a matter is a grievance, it may be taken up through the grievance procedure and be determined, if necessary, by arbitration.
- b) When a grievance is lodged, the nature of the grievance, the article(s) alleged to be violated and the redress sought shall be stated.

11.02 Prompt Procedure

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards to assist any employee in preparing and presenting his/her grievance in accordance with the grievance procedure.

11.03 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11 - Grievance Procedure. Steps 1 and 2 of the Grievance Procedure may be omitted in such cases.

11.04 Names of Stewards

The Union shall notify the Employer in writing of the name of each Shop Steward and the department(s) he/she represents before the Employer shall be required to recognize him/her.

11.05 Processing of Grievances

Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representative or when required to attend an arbitration hearing relating to the employees grievance.

11.06 Permission to Leave Work

It is agreed that Shop Stewards will not absent themselves from their work locations for the purpose of handling grievances or other union business without first obtaining permission of the Shop Stewards' supervisor and that permission will not be unreasonably withheld.

\*11.07 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

**Step 1**

The aggrieved employee shall, after becoming aware of the circumstances giving rise to the occurrence of the grievance, submit his/her grievance to a Shop Steward. If the Shop Steward considers the grievance to be justified, the employee concerned, together with his/her Shop Steward, may, within ten (10) working days of becoming aware of the event giving rise to the grievance, submit his/her grievance in writing to the employee's supervisor outlining the alleged violation and redress sought. An

earnest effort shall be made by all parties to settle the grievance at Step 1.

**\*Step 2**

Failing settlement being reached in Step 1, the Shop Steward or alternate Shop Steward shall, within five (5) working days, submit the grievance to the Assistant Director responsible, or designate, who shall within ten (10) working days convene a meeting for the purpose of hearing the grievance. The Employer representative shall render their decision within a further ten (10) working days following the meeting.

**Step 3**

Failing settlement being reached in Step 2, either party may refer the dispute to arbitration within fifteen (15) working days of the Employer's decision in Step 2.

11.08 Grievance by Mail

When a grievance is processed through the mail, all correspondence shall be by registered or certified mail. The time while the mail is moving from one destination to another shall not be considered in the grievance procedure time limits.

11.09 Policy Grievance

Where a dispute arises involving a question of general application, or interpretation of this Agreement, the Union or the Employer may initiate a grievance and the said grievance will commence at Step 2.

11.10 Union May Institute Grievances

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

11.11 Replies in Writing

Replies to grievances stating reasons shall be in writing at all steps.

11.12 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meetings.

11.13 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this

Collective Agreement and are subject to the grievance and arbitration procedure.

11.14 Grievance on Safety

An employee, or group of employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance at Step 2 of the grievance procedure for preferred handling.

11.15 Technical Objection to Grievances

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

11.16 Full Time Representative

A full time representative of the Union may be called in by the employees at any Step of the Grievance Procedure. The grievor may be present during all Steps of the Grievance Procedure, including grievance and arbitration hearings.

11.17 Personal Complaint

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

11.18 Time Limits

The time limits as set out in the grievance procedure are not mandatory but merely directory in nature.

**ARTICLE 12**      **ARBITRATION**

12.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within fifteen (15) calendar days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the arbitration board. The two (2) nominees shall then meet to select an impartial chairperson.

12.02 Failure to Appoint

If the party receiving the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a Chairperson within ten (10) days of their appointment, the

appointment shall be made by the Minister of Environment and Labour upon request by either party.

12.03 Board Procedure

- a) The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation. In its attempts at justice, the Board shall, as much as possible, follow a lay person's procedure and shall avoid legalistic or formal procedures.
- b) The Arbitration Board shall render its decision in the grievance as soon as possible after the date on which the Board is fully constituted and the decision of the Board shall be committed to writing and submitted to the parties concerned within a further thirty (30) calendar days. The time limits may be extended by mutual agreement of the parties.

12.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed except by the Court of Appeal. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

12.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within thirty (30) days.

12.06 Expenses of the Board

Each party shall pay:

- 1) the fees and expenses of the nominee it appoints;
- 2) one half (1/2) of the fees and expenses of the Chairperson.

12.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual agreement between the parties.

12.08 Witnesses

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

All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

Employees appearing as witnesses, who are required to leave their place of work, shall be considered on paid leave with no loss of benefits or wages, exclusive of overtime.

12.09 Single Arbitrator

The parties may mutually agree to the substitution of a single arbitrator for an Arbitration Board, in which event the foregoing provisions of this Article shall apply equally to a single arbitrator where reference is made to an Arbitration Board.

12.10 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time spent in grievance and arbitration procedure.

12.11 Expedited Arbitration

Subject to agreement of both parties, a form of expedited arbitration 1 or 2 may be used following Step 2 of the Grievance Procedure. The particulars are as follows:

Expedited 1

- (1) In any dispute of interpretation or application of the collective agreement, the parties agree to submit a written brief only detailing the arguments of the respective parties to a single Arbitrator within fifteen (15) calendar days of the written response of the Assistant Director in Step 2 of the Grievance Procedure.
- (2) The single Arbitrator must be agreed to by both parties within seven (7) calendar days of the Assistant Director's written response and the appointed Arbitrator must be willing to render a verbal decision within two (2) calendar days following receipt of the written brief from each party.
- (3) Decisions will be non-precedential and without prejudice of any subsequent grievance of a similar nature.

## Expedited 2

- (1) In any dispute of the interpretation or application of the collective agreement, the parties agree to submit a written brief and present oral arguments to a single arbitrator within twenty (20) calendar days of the written response of the Assistant Director in Step 2 of the Grievance procedure.
- (2) The single Arbitrator must be agreed to by both parties within seven (7) calendar days of the Assistant Director's written response and the appointed Arbitrator must be willing to render a written decision within twenty (20) calendar days following presentation of written briefs and oral arguments of each party.
- (3) The single Arbitrator may, for the purpose of clarification, request the appearance of witnesses for questioning at the time of the hearing or during the decision period when an additional meeting may be convened by the Arbitrator.

Both parties retain access to the complete arbitration process as described in Article 12 of the collective agreement where they do not wish to implement expedited arbitration 1 or 2. Decisions of the Arbitrator will be binding on both parties within the guidelines of the Public Service (Collective Bargaining) Act. Cost will be shared on a 50/50 basis.

## **ARTICLE 13**

## **DISCHARGE, SUSPENSION AND DISCIPLINE**

### 13.01 Discharge Procedure

An employee who has completed his/her probationary period may be dismissed, but only for just cause. When an employee is discharged, suspended, or reprimanded, such employee shall be advised within five (5) working days in writing by the Employer of the reason for such discharge, suspension, or reprimand.

### 13.02 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately reinstated in his/her former position without loss of seniority. He/she shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

13.03 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge and discipline notice to the employee.

13.04 Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within seven (7) days of the incident give written particulars of such censure to the employee involved. If this procedure is not followed, such written censure shall not become part of his/her record for use against him/her at any time.

\*13.05 Adverse Report

a) Any employee who is disciplined, suspended, reprimanded, or dismissed shall be provided with written notification from the Employer as soon as practical but in any event within seven (7) days of any oral notification. Such written notification shall state the reason(s) for the discipline, suspension, or dismissal.

\*b) Any document placed on an employee's personnel file which may at any time be used against him/her in any case of disciplinary action, suspension, or dismissal shall be removed from the file and disregarded after eighteen (18) working months provided there has not been a recurrence of a similar incident during that time, in which case it shall be removed eighteen (18) working months after the recurrence. The Employee's written reply to such notification of dissatisfaction shall become part of his/her record.

13.06 Refusal to Cross Picket Lines

An employee covered by this Collective Agreement shall have the right to refuse to cross a legal picket line of another employer at the premises of that employer. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Collective Agreement nor shall it be grounds for disciplinary action.

13.07 Personnel Files

There shall be one (1) recognized personnel file. An employee has the right, after making an appointment, to inspect his/her personnel file and he/she may be accompanied by a representative of the Union if he/she so desires. Employees who do not work in close proximity to the Board office shall have copies of their file

made available to them. Representatives of the Union may, upon request from the employee, view the employee's personnel file with the purpose of determining the appropriate documents to photocopy or verifying copies of the copied file.

13.08 Justice and Dignity Provision

If upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the collective agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from his/her place of employment, it shall be with pay.

13.09 Criminal or Legal Liability

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

**ARTICLE 14**      **SENIORITY**

\*14.01 Seniority Defined

Subject to 14.04, seniority is defined as the date of hire with the Employer in a bargaining unit position. Employees with the earlier date of hire shall have greater seniority. Seniority shall operate on a bargaining unit wide basis by school district.

\*14.02 Seniority List

The Employer shall maintain a seniority list in accordance with Clause 14:01 showing the date upon which each employee's service with the Board commenced. When applying the seniority provisions of the agreement the lower social insurance number will be used to determine preference where seniority entitlements are equal. A current seniority list shall be sent to the Union and to each employee in September of each year.

The seniority list shall contain:

- (a) each employee's classification;
- (b) whether he/she is full-time or part-time or temporary;
- (c) the number of days each employee works;
- (d) the school and the community in which the employee works;

Employees shall be permitted the right to challenge the accuracy of the seniority list within thirty (30) days of a list being sent to each employee and the Union. After the

thirty (30) day period the list may only be amended by the addition of new hires and/or deletion due to termination, resignation, retirement or expiry of recall rights. The Union will be advised of any additions or deletions.

\*14.03 Probation for Newly Hired Employees

- \*(a) A newly hired employee shall be on probation for a period of one hundred twenty (120) days of work from date of hiring at least eighty (80) of which shall occur during the school year.
- (b) The probationary period for part-time employees shall be equivalent to that of a full-time employee in working hours. The probationary period of part-time employees may be extended by mutual agreement between the Employer and the Union.
- (c) With the exception of termination or dismissal for reasons of unsuitability or incompetence, as assessed by the Employer of a probationary employee during the probationary period, the employee shall be entitled to all rights and benefits of this agreement. After completion of the probationary period, seniority shall be effective from the original date of employment as recognized in accordance with 14.04 (Loss of Seniority).
- (d) For the purpose of this Article as it relates to probationary period, less than four (4) hours work shall equal one half (1/2) day, 4 hours or more shall be counted as a full day.

\*14.04 Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An employee shall only lose his/her seniority in the event:

- 1) he/she is discharged for just cause and is not reinstated;
- 2) he/she resigns in writing and does not withdraw within two (2) working days;
- \*3) he/she is absent from work in excess of five (5) consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- 4) (a) he/she fails to return to work within seven (7) working days following a recall and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employees to keep the Employer informed of his/her current address.

- (b) An employee recalled for casual work or employment of short duration at a time when he/she is employed elsewhere shall not lose his/her recall rights for refusal to return to work.
  - (c) Notwithstanding 14.04(b) and 16.08 a temporary employee who refuses to accept three (3) recalls within twelve (12) month period without valid reasons acceptable to the Employer.
- 5) He/she is laid off for a period of longer than two (2) years.
  - 6) he/she is declared redundant and has received all redundancy pay entitlement. Employees who are re-employed in accordance with the provision of 16:05 (c) will not be credited with prior service but will count the seniority from the date of re-employment.

14.05 Transfer and Seniority Outside Bargaining Unit

- a) No employee shall be transferred permanently to a position outside the bargaining unit without his/her consent. Where an employee is transferred permanently with his/her consent, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, for the length of his/her trial period after which such seniority shall be forfeited.
- b) When an employee is temporarily assigned to non-bargaining unit work, he/she shall continue to earn benefits of this agreement and pay union dues.

**ARTICLE 15**      **PROMOTIONS AND STAFF CHANGES**

\*15.01      Job Postings

- \*a) When a vacancy occurs or a new position is created, inside of the bargaining unit, and the Employer determines that the vacancy is to be filled, the Employer shall post a notice of the position in accessible places in the Employer's premises and on the Employer's website for a period of not less than five (5) days. Copies of all postings are to be supplied concurrently to the Local Union unless mutually agreed.
- b) No bargaining unit position will be filled from outside the bargaining unit until applications of present employees have been considered.
- c) Whenever possible, all positions shall be filled within four (4) weeks of posting.
- \*d) Temporary positions which are expected to last in excess of six (6) weeks

duration or do exceed thirteen (13) weeks duration shall be posted through the bargaining unit as above. However, employees within their own school or office having the required qualifications may be assigned to a higher rated position or a position with increased hours of work for that interim period prior to posting without recourse to the vacancy procedure.

- \*e) Employees shall be permitted to email or fax their application to the Employer for any posted position, in accordance with the instructions on the job posting.

15.02 Information on Postings

Such notice shall contain the following information: title of position, qualifications, required knowledge and education, skills, shift, hourly rate of pay. All postings shall state "This position is open to male and female applicants."

15.03 Role of Seniority in Promotions and Transfers

Both parties recognize:

- 1) The principle of promotion within the service of the Employer;
- 2) That job opportunity should increase in proportion to length of service.

Therefore in making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority and having qualifications in accordance with Article 15.02 and Article 25.

15.04 Trial Period

The successful applicant shall be placed on trial for a period up to sixty (60) days of work during the school term. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of sixty (60) days of work during the school term. In the event that the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate. If a permanent employee is unable to return to his/her former position because the employee's former permanent position has been declared redundant within the trial period, the provisions of Article 16 - Layoffs and Recalls shall apply. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. The parties may mutually agree in writing to extend the trial period. Where the Employer and the Union agree the employee may revert to his/her former position prior to the completion of the trial period..

15.05 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on an appropriate bulletin board in each school building. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls, and terminations of employment.

\*15.06 Promotions Requiring Higher Qualifications

Consideration for promotions will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling of vacancy.

\*15.07 Disabled and Older Worker Provision

- a) An employee who has become incapacitated by injury or illness will be employed in other work which he/she can do providing a suitable position is available and the applicable rate for the new position will apply.
- b) An employee, who through advancing years or temporary disablement, is unable to perform his/her regular duties will be employed in some work which he/she can do providing a suitable position is available and the applicable rate for the new position will apply.

15.08 Training Course

The Employer shall bulletin any training courses and experimental programmes for which employees may be selected. The bulletin shall contain the following information:

Type of course (subjects and materials to be covered);

Time, duration and location of course;

Basic minimum qualifications required for applicants.

This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training.

15.09 Transfers and Demotions

Notwithstanding the posting requirements of this Article, and where the parties mutually agree, lateral transfers or voluntary demotions may be granted without posting on compassionate or medical grounds to permanent employees who have

completed their probationary period.

\*15:10      Vacancies

Permanent full-time employees are not eligible for vacancies in temporary positions at the same or lower pay level except in special circumstances which will be evaluated on a case by case basis.

**ARTICLE 16**      **LAY-OFFS AND RECALLS**

16.01      Role of Seniority in Lay-offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of lay-off, employees shall be laid off in the reverse order, by classification, provided that those employees being retained have sufficient qualifications to do the work required. Temporary employees shall be laid off before any permanent employees are laid off provided that the permanent employees being retained are qualified and able to perform the work required. No temporary employee shall bump a permanent employee upon lay-off.

16.02      Recall Procedures

Employees shall be recalled by classification in the order of their seniority, provided that those employees being recalled have sufficient qualifications to do the work required. Permanent employees shall be recalled before temporary employees provided that the permanent employees being recalled are qualified and able to do the work required.

\*16.03      Bumping Procedures

- a)      i)      An employee who is to be laid off or who is not recalled when a recall occurs, shall be entitled to bump a junior employee in the employee's preferred school or facility, covered by this Agreement, provided that the employee retained or recalled in accordance with this procedure has sufficient qualifications to do the work.
- ii)      The employee who is bumped in accordance with this procedure shall be deemed to have been given notice of lay-off with effect from the date that the employee who bumped him/her was given notice of lay-off.
- iii)      The employee who is bumped from a recall in accordance with this procedure shall be deemed not to have been recalled.
- b)      Any employee who is laid off or bumped in accordance with this Article shall

make their intentions known to the Employer, with respect to bumping, within five (5) working days of being notified of such by the Employer.

- c) For the purposes of this Article a reduction in hours of work shall be considered to activate the employee's right to bump in accordance with the procedure outlined above.
- d) In the event of a lay-off resulting from a permanent reduction in the work force or the abolition of a post, employees who qualify under the provision of Article 15 - Promotion and Staff Changes in particular Clause 15.02 and 15.03 will, with the exception of a Supervisor's position, be permitted to bump into a higher classification.
- (e) A permanent employee who bumps into a temporary position shall retain his/her permanent status.
- \*f) Notwithstanding the above, ten (10) month employees shall not bump twelve (12) month employees during periods of school closure, such as, Christmas, Easter and summer school vacation.

16.04 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall.

16.05 Advance Notice of Lay-off

- a) (i) Except in the case of dismissal for just cause and where legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off no less than twenty (20) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days of notice as provided in this article, he/she shall be paid for the days for which work was not made available. Such notice shall not apply to employees who are regularly laid off during the Christmas, Easter or school summer vacation period.
- (ii) Thirty (30) calendar day's notice will be provided to employees on lay-off or extended leave of absence where their positions have been declared redundant or where they will not be recalled during the normal recall period.
- b) Five (5) working days' notice in writing will be given to temporary employees whose services are to be terminated except where such notice was provided at the time of hiring.

- c) Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment, as per the attached chart in Schedule E. Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly.

Employees who are re-employed with the Employer, other School Boards, Government, or Government Funded Agencies shall be required to pay back part of any severance pay/pay in lieu of notice they received. The amount they have to pay back shall be based on the length of time they have been out of the employment from the Employer. The amount repaid will be based on the net amount received by the employee or the amount paid to a financial institution on behalf of an employee.

16.06 Grievances on Lay-offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

16.07 Continuation of Benefits

In the event of a lay-off, employees so affected shall have the right to continue employee benefit plans through direct payments at no cost to the Employer.

16.08 Right to Refuse Recall

Subject to the provisions of 14.04 loss of seniority the following shall apply.

- a) Employees shall have the right to refuse recall without loss of seniority to a work site that is more than thirty (30) km. from his/her home.
- b) Employees shall have the right to refuse recall into a lower paying position or the position with less hours than his/her own without loss of seniority.

**ARTICLE 17**                      **HOURS OF WORK**

17.01 Regular Hours of Work - Clerical Support

- a) School Board office clerical support staff may be scheduled up to the normal work week of five (5) seven (7) hour days Monday to Friday, i.e. thirty-five

(35) hours per week.

- b) School Secretaries may be scheduled to work up to the normal work week of five (5) seven (7) hour days Monday to Friday, i.e. thirty-five (35) hours per week.

\*17.02 Regular Hours of Work - Maintenance, Personnel and Computer Support Personnel

- a) Maintenance and Computer Support Personnel may be scheduled up to the normal work week of five (5) eight (8) hour days Monday to Friday, i.e. forty (40) hours per week.
- b) Shift differential

Where employees such as boiler plant operators are required to cover a twenty-four (24) hour period, a shift differential of thirty-three (33) cents per hour shall be paid for each hour the employee works between the hours of 1600 on one day and 0800 hours on the following day.

17.03 Work Week - Busing Employees

- a) (i) The work week for busing employees shall be Monday to Friday as follows:

(1)	Mechanic	40 hours
(2)	Bus Drivers (full-time)	32.5 hours
(3)	Bus Drivers (part-time)	25 hours
(4)	Bus Driver/Mechanic Helpers	40 hours
(5)	Bus Driver/Mechanic	40 hours
(6)	Bus Driver/Caretaker	up to 45 hours
(7)	Driver/Maintenance	up to 45 hours

- ii) Bus Drivers who are required to make a morning run, noon-time run, and an afternoon run, will receive a minimum of 32.5 hours. Part-time Bus Drivers who are required to make a morning and afternoon run will receive a minimum of 25 hours per week.

- (iii) With the exception of Bus Driver/Caretaker, and Bus Driver/Maintenance, who may be scheduled up to nine (9) hours per day up to forty-five (45) hours per week, and with the exception of school-related charters as provided for in Article 3, Clause 3.05, all busing employees will be eligible for overtime after eight (8) hours per day, forty (40) hours per week.

- b) Bus drivers who are not fully deployed in their normal work schedule may be assigned other duties.

Other assigned duties shall be limited to all assigned duties in and around the bus depot as well as the transport and delivery of goods and materials between school board properties and/or businesses.

(c) Work Week - Bus Drivers

Where the Employer requires a Bus Driver/Maintenance, Bus Driver/Caretaker position, the Employer agrees to assign an additional two (2) hours per week up to a maximum of nine (9) hours per day, forty-five (45) hours per week. This will create a minimum twenty-seven (27) hour Bus Driver/Caretaker or Bus Driver/Maintenance position which will be awarded according to the posting procedure as defined by Article 15.

\*17.04

Work Schedule

- a) Prior to the opening of school for students the Employer agrees to notify the employees of any change in the hours of work assigned during that school year. These hours shall not be reduced within that school year except in the case of property destruction or permanent school closure.
- b) Subject to 14.04 (a) the hours of work of each employee shall be posted in an appropriate place and supplied in writing to the employee in September of each year. Posted work schedules may be changed after consultation with the employee(s) affected provided:
- (i) one week's notice is to be given to employees to change the schedule by up to one hour to accommodate changes in the school's openings/closings and bus schedules.
  - (ii) one week's notice is to be given to employees to change the schedule to accommodate work which is inappropriate to be performed during the regular school day. This is intended to include work not to exceed one week's duration. Shift change will only be made for sound operational reasons and will not be made in an arbitrary or discriminatory manner. Changes will be made only after prior consultation with the employee(s) affected.
- \* (c) The Employer will in consultation with the Union make every reasonable effort to avoid split shifts. The Employer agrees that no shift shall be split into more than two (2) work periods in any workday, exclusive of meal breaks.
- (d) Bus Driver/Maintenance, Bus Driver/Caretaker duties will be scheduled within a 12 hour day. Notwithstanding the above, the Employer will use its best effort to minimize the length of the work day.

17.05 Paid Rest Periods

Employees who work in excess of three (3) hours per day shall be permitted a rest period as follows:

Shift up to four (4) hours - one (1) fifteen (15) minute break

Shift more than four (4) hours  
and up to eight (8) hours - two (2) fifteen (15) minute breaks

17.06 Full time Hours

Subject to the employee's qualification, skills and clauses 15.02, 15.03 and 15.04 whenever a vacancy occurs the Employer will make every reasonable effort to combine work locations and job classes within reasonable driving distances so that employees are able to work up to full time hours.

17.07 Lead Bus Drivers

Where, in the opinion of the Employer, Lead Bus Drivers are required, they will be compensated with an hourly bonus in addition to their regular bus driver rate. The Lead Driver bonus will be determined by calculating the difference between the hourly rate of SB18 and SB 22. For the purpose of this Agreement Lead Drivers are not considered supervisors.

**ARTICLE 18**      **OVERTIME**

18.01 Overtime Defined

All time authorized by the Employer for work beyond the normal work day or normal work week in accordance with Article 17 shall be considered as overtime.

18.02 Compensation for Overtime Work

Overtime before or after the regular daily or weekly hours of work shall be paid at the rate of time and a half (1 ½).

18.03 Overtime Requirement

The Employer will not compel an employee to work overtime if another qualified employee is available and willing to work that overtime.

18.04 Calculation for Overtime Rates

An employee who is absent on approved time off during the scheduled work week

because of sickness, bereavement, holidays, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if he/she worked during his/her regular hours during such absence.

18.05 Overtime for Part-time Employees

All time worked by a part-time employee in excess of equivalent full-time hours on a daily or weekly basis shall be considered overtime. The Employer recognizes the need and will give full consideration to schedule part-time employees for shifts that are of a three (3) hour or greater duration.

18.06 No Lay-Off to Compensate for Overtime

An employee shall not be laid off during regular hours to equalize any overtime worked.

18.07 Sharing of Overtime

Overtime and call back hours shall be divided as equitably as possible among employees available and qualified to perform the available work.

18.08 Call back

- a) An employee who is called in to work outside his/her regular hours to perform work that has not previously been scheduled by the Employer shall be paid for a minimum of three (3) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do.
- b) An employee who is called back to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within, the three (3) hour minimum receives only the benefit of the three (3) hours minimum once. However, should the total time on both calls exceed the three (3) hour minimum the employee will be compensated for the actual time worked at the applicable overtime rate.

18.09 Time Off in Lieu of Overtime

Employees may request time off at overtime rates for overtime worked. Such time shall be allotted by mutual agreement. In the event that the parties cannot agree, the overtime is paid out.

**ARTICLE 19**      **ADVERSE WEATHER CONDITIONS**

19.01 The decision to relieve or not require bargaining unit employees to report for work because of weather conditions originates at the Board District Office. This decision

shall take into consideration advisories by appropriate authorities on road and weather conditions, including but not limited to the Department of Transportation.

Where, because of severe weather conditions, a decision has been made to relieve or not require bargaining unit employees to report for work, such employees will receive pay accordingly.

- a) If employees are given permission to leave the job due to extreme weather conditions, they shall not be required to compensate the Employer for such time lost and shall be paid straight time hours as if they had worked the normal full daily shift.
- b) Employees who continue to work after permission has been granted according to Clause 19.01 (a) will receive straight time pay for completion of normal daily shift time.
- c) When weather conditions have dictated that schools have been closed by the Employer the members of the Union are required to report for work unless otherwise advised directly or in the media. When an employee through no fault of his/her own is unable to report for work because of the adverse weather conditions, such employee shall suffer no loss of pay or other benefits nor shall he/she be required to make up in any way the time lost due to not reporting for work. All bargaining unit employees shall be treated in a fair and consistent manner. It is expected that employees shall make every reasonable effort to report for work and shall keep the Employer informed of their status.

**ARTICLE 20**

**PAID HOLIDAYS**

20.01 Paid Holidays

- a) The Employer recognizes the following as paid holidays:
  - 1. New Year's Day
  - 2. Good Friday
  - 3. Commonwealth Day
  - 4. Labour Day
  - 5. Thanksgiving Day
  - 6. Armistice Day
  - 7. Christmas Day
  - 8. Boxing Day
  - 9. Civic Holiday or Floating Day
  - 10. Memorial Day
  - 11. Orangeman's Day
  - 12. St. Patrick's Day

13. St. George's Day
14. Discovery Day
15. Christmas Eve - ½ day
16. New Year's Eve - ½ day

and any other day declared or proclaimed as a holiday by federal, provincial or municipal government or by the Employer.

- b) It is agreed that employees who work up to the beginning of the Christmas break and return after the break and employees who work up to the Easter break and return after the break shall be considered to be on lay-off for the purpose of this agreement. For the purpose of clause 20.01 all employees shall receive their normal daily payment for Christmas Day, New Year's Day and Good Friday as if they had worked the last scheduled day before and the first scheduled day after the holiday. All employees shall get paid for each statutory holiday in the pay period immediately following the holiday.

20.02 Compensation for Holidays Falling on Saturday

When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

20.03 Compensation for Holidays Falling on Sunday

When any of the above noted holidays fall on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to Monday) shall be deemed to be the holiday for the purpose of this Agreement.

20.04 Pay for Regularly Scheduled Work on a Holiday

- (a) An employee who is not scheduled to work on the holidays outlined in 20.01 shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall be paid at the rate of time and one-half (1 ½) plus another day off with pay, in lieu of holiday pay, at a time mutually agreed to by the Employer and the employee.
- (b) In the event schools are open on a scheduled holiday, these holidays will be worked at regular straight time rates and a day off will be rescheduled to a period when schools are closed. Should an employee be laid off or quit before the holiday is rescheduled, he/she shall be paid for the regular straight time hours worked.

20.05 Compensation for Paid Holidays Falling on Scheduled Day Off

When any of the above noted holidays fall on an employee's scheduled day off the employee shall receive another day off with pay at a time mutually agreed to by the Employer and the employee.

\*20.06 Pay for Temporary Employees

Temporary employees, who work the day before and the day after scheduled paid holidays, as defined by the Employer, shall be paid for the holiday. Such pay will be calculated according to whichever is the greater number of hours said employee worked on the day before or the day after the holiday.

**ARTICLE 21**

**VACATIONS**

\*21.01 Length of Vacation

For the purpose of this Article it is agreed that no employee receives less vacation time than currently enjoyed or would enjoy by December 31, 1995.

- |     |    |   |   |                  |
|-----|----|---|---|------------------|
| (a) | 1. | up to ten (10) years  | - | 15 working days  |
|     | 2. | in the calendar year of the 10th anniversary and each year thereafter | - | 20 working days  |
|     | 3. | in the calendar year of the 20th anniversary and each year thereafter | - | 25 working days. |

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

- \*1. The accrual rate for annual leave purposes shall be at the rate of one and one quarter (1.25) days per month of service up to ten (10) years of service one and two thirds (1.666) days per month of service from ten (10) to twenty (20) years of service; and two and one twelfth (2.083) days per month of service after twenty (20) years of service.
2. No annual leave may be taken by an employee until he/she has not less than sixty (60) days of service prior to taking leave;
3. When an employee has had not less than sixty (60) days of service, he/she may anticipate annual leave to the end of the period of his/her

authorized employment or to the end of the year concerned, whichever is the shorter period.

4. Part-time employees shall be entitled to payment for annual leave in accordance with this Article on a pro-rata basis.
- \*5. By April 15 of each year, the Employer shall provide notice in writing to each employee of his/her entitled vacation.

21.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time mutually agreed to by the Employer and the employee.

21.03 Vacation Pay on Termination, Dismissal or Retirement

An employee who is dismissed, terminates his/her employment or retires before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

\*21.04 Vacation Schedule

a) No vacation shall be taken except with the prior approval of the Assistant Director responsible; however, subject to the operational requirements of the school or Board Office and considering such things as additional cost, the Assistant Director responsible shall make every reasonable effort to grant the employee vacation at a time requested by the employee.  
Vacation during the school year will be assessed on a case by case basis by the Assistant Director and every reasonable effort will be made to grant such requests.

b) Vacation schedules shall be posted by May 1st of each year, and may not be changed unless mutually agreed upon by the employee and the Employer.

\*c) Employees who are not specifically assigned to a school on a daily basis may be permitted to take a total of five (5) working days vacation during the school year.

\*21.05 Unbroken Vacation Period

Subject to the operational requirement of the school and/or Board, an employee shall be entitled to receive his/her vacation in an unbroken period.

21.06 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement, or any other leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, upon mutual agreement between the Employer and the employee concerned.

21.07 Overtime Vacation Rate

Subject to extraordinary operational requirements of the school board, the Assistant Director responsible will make every reasonable effort not to recall to duty any employee who has commenced annual leave.

Employees who are required to work during a period of annual leave shall receive pay at overtime rates as outlined in Article 18. Such hours worked while on vacation shall not be deducted from the employee's vacation credit.

21.08 Preference in Vacation

Seniority shall prevail for the purpose of selecting vacation dates, unless otherwise mutually agreed among employees.

21.09 Carry Forward of Vacation

- a) An employee may carry forward to another year not more than his/her annual entitlement of the previous year. Employees who are prohibited from taking annual leave because of Workers' Compensation or extended sick leave shall be entitled to carry forward additional days.
- b) Any earned but unused vacation of a deceased employee shall be paid to such employee's estate.

21.10 Rate of Vacation Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period. However, should any salary increase become effective during the employee's vacation, he/she shall receive the benefit of such increase from the effective date.

21.11 First or Last Month of Service

For the purpose of this Article, an employee who is paid full salary or wages in respect of 50 percent (50%) or more of the days in the first or last calendar month of his/her service shall be deemed to have had a month of service. Employees who are

re-employed by the Employer after termination may have service prior to termination credited to them for annual leave purposes.

\*21.12 Pay Out of Vacation

After April 30th of each year, the Employer shall pay to school year employees, upon request, any or all vacation pay accumulated to date. Such payment shall be distributed no later than thirty (30) days following the request.

**ARTICLE 22**            **SICK LEAVE PROVISIONS**

22.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Workplace, Health, Safety and Compensation Act.

22.02 Annual Paid Sick Leave

- (a) (i) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service, to a maximum of four hundred eighty (480) days.
- (ii) Notwithstanding Clause 22.02 (a) (i), an employee hired after May 4, 2004 is eligible to accumulate sick leave at the rate one (1) day for each month of service, to a maximum of two hundred forty (240) days.

22.03 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one half day.

22.04 Proof of Illness

Before sick leave with full pay is approved, an employee may be required to provide the Employer with a medical certificate signed by a qualified medical practitioner for any illness in excess of three (3) consecutive working days or a total of seven (7) working days in a year, certifying that during that time period of absence the

employee was unable to perform his/her duties because of illness. In computing seven aggregate days, any sick days covered by a previous medical certificate will not be counted. When there is suspected abuse, the Employer reserves the right to request a medical certificate for any period of illness.

22.05 Sick Leave During Leave of Absence and Lay-off

When an employee is given leave of absence for any reason up to thirty (30) work days, he/she shall receive sick leave credit for the period of such absence on his/her return to work. When an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such lay-off.

22.06 Extension of Sick Leave

- a) Providing the Employer may recover monies owing in the event the employee fails to return to work, an employee with more than two (2) years of service who has exhausted his/her sick leave credits shall be allowed an extension of his/her sick leave credits to a maximum of thirty (30) working days for each serious illness. Upon his/her return to duty, the employee shall repay the extension of sick leave in full at the rate of one-half of his/her monthly accumulation.
- b) When an employee has reached the maximum of the sick leave which may be awarded him/her in accordance with this Article, he/she shall, if he/she is still unfit to return to duty, proceed on annual leave if he/she is eligible to receive such leave.

\*22.07 Sick Leave Records

Prior to the start of each school term, the Employer shall, provide each employee confirmation of the employee's accrued sick leave.

22.08 Disability Retirement

If it appears, in the opinion of a medical doctor, that it is unlikely that the employee will be able to return to duty after the expiration of his/her accumulated sick leave, the employee may be retired effective when his/her accumulated sick leave has expired or at retirement age and paid such pension award as he/she may be eligible to receive and the employee shall be given notice in accordance with Article 16.

22.09 Personal Physician

An employee shall have the option of being attended by a doctor of his/her choice

and under no circumstances will an employee be penalized in any way by the Employer for exercising his/her option of being attended by his/her personal physician. The Employer reserves the right to have the employee obtain a second medical opinion from another medical practitioner should the circumstances warrant.

22.10 Sick Leave for Temporary Employees

A temporary employee shall not receive sick leave if the temporary employee refuses recall from lay-off due to illness, but the temporary employee shall earn service for seniority purposes only for the time that he/she did not report to work because of illness. Sick leave may only be awarded to a temporary employee who commences work and subsequently qualifies for sick leave under this Article. The temporary employee who refused recall due to illness shall report to work in accordance with Article 16 after his/her illness providing work is still available and providing the temporary employee gives the Employer reasonable notice.

Where a temporary employee is scheduled for work and subsequently qualifies for sick leave, that employee shall receive sick leave benefits for the period of their entitlement upon presentation of a medical certificate by a medical doctor.

**ARTICLE 23**      **LEAVE OF ABSENCE**

\*23.01 Leave of Absence for Union Functions

- \*a) Upon written request to the Employer, with five (5) days notice, a maximum of four (4) employees at any one time who may be elected or appointed to attend Union functions shall, subject to operational requirements, be allowed leave of absence with pay and benefits equal to what would have been earned while at normal duties. Such requests will not be unreasonably requested or denied. The total number of days permitted under this section is thirty (30) working days per year.
- b) An additional ten (10) days shall be granted without pay and without loss of seniority if the above number of days proves to be insufficient.
- c) Where possible, every reasonable effort will be made to schedule various functions outside the normal scheduled work week.

23.02 Paid Bereavement Leave

- a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, or near relative living in the same household, three (3) consecutive working days.

- b) In the case of son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) working day.
- c) If the death of a relative referred to in Clause 23.02 occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) consecutive days for the purpose of attending the funeral.
- d) If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.
- e) In cases where extraordinary circumstances prevail, the Assistant Director responsible may grant two (2) additional days.

23.03 Pallbearer Leave

One-half (½) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

23.04 General Leave

With the prior approval of the Assistant Director responsible or his/her designate, an employee may be granted leave of absence with or without pay and without loss of seniority and accrued benefits in exceptional circumstances, provided that the employee has no current or accumulated annual leave available to him/her.

\*23.05 Family Leave

- a) Subject to Clause 23.05(b), (c), and (d) an employee who is required to:
  - \* i) attend to the temporary care of a sick family member;
  - \*ii) attend to the needs relating to the birth of an employee's child or grandchild;
  - \*iii) accompany a dependent family member on a dental or medical appointment;
  - iv) attend meetings with school authorities;
  - v) attend to the needs relating to the adoption of a child;

- \*vi) attend to the needs related to home or family emergencies;
- \*vii) attend a post-secondary graduation of employee, employee's spouse, or employee's child.

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

- b) In order to qualify for family leave, the employee shall:
  - i) provide as much notice to the Employer as reasonably possible;
  - ii) provide to the Employer valid reasons why such leave is required; and
  - iii) where appropriate and in particular with respect to Clause 23.05 (iii), (iv), and (v) of (a) have endeavored to a reasonable extent to schedule such events during off duty hours.
- c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave or sick leave.
- d) A temporary employee shall only be granted family leave if he/she reports to work following a recall and subsequently qualifies for family leave during that period for which he/she was recalled.

23.06

Education Leave

- a) With prior approval and subject to operational requirements and availability of qualified replacement staff, an employee shall be granted unpaid educational leave of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority.
- b) With the approval of the Assistant Director responsible, an employee shall be entitled to a maximum of five (5) working days leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications.
- c) The Employer shall reimburse employees any registration and other fees incurred as a result of the employee engaging in an employment upgrading course. Reimbursement will be limited to upgrading as required by the Employer and/or any new equipment the Employer requires the employee to

operate and provided the employee successfully completes the course of study.

\*23.07 Unpaid Leave

Subject to operational requirements and availability of qualified replacement staff, where required, the Employer may agree to make provisions for one (1) month of unpaid leave to permanent employees who have completed one (1) year of service while granting service credits for seniority purposes, provided that the permanent employee would not have been laid off during the period of unpaid leave. Leave under this Article shall be taken only once in a school year. The minimum leave under this Article shall be three (3) days. The maximum leave under this Article shall be one (1) month.

\*23.08 Extended Unpaid Leave

- \* (a) Upon written request, a permanent employee who has completed two (2) years of service may be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee may be granted to up to a maximum of twelve (12) months unpaid leave for each subsequent completion of two (2) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks.
- (b) Employees wishing to return to their position prior to the period of leave granted in (a) above, must first provide one (1) month's notice to the Employer to allow the Employer to provide the replacement with notice in accordance with Article 16.05.

23.09 Paid Jury, Court Witness or Jury Selection Leave

- a) The Employer shall grant leave of absence without loss of pay, seniority, or accumulative benefits to an employee who serves as juror, witness in any court, or who is required to attend jury selection. The employee will present proof that he/she attended as juror, witness in court, or for the purpose of jury selection. Any remuneration the employee receives from the court shall be over and above his/her pay and benefits from the Employer.
- b) If an employee is required to be in Court in any matter arising out of his/her employment with the Employer, during his/her regular shift, or his/her scheduled day off or after his/her regular shift, he/she shall be considered as

working for the Employer. This clause will not apply if an employee is charged with an offence.

23.10 Maternity/Adoption/Parental Leave

- a) i) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
- ii) An employee is entitled to a maximum of fifty-two (52) weeks leave under this clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- b) i) An employee may return to duty after giving his/her Employer two (2) weeks notice of his/her intention to do so.
- ii) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- c) i) Periods of leave up to fifty-two (52) weeks shall count for seniority purposes, annual leave, severance pay, and step progression.
- ii) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of fifty-two (52) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- d) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- e) While on maternity/adoption/parental leave the employee may request copies of job postings be forwarded to them through the School Board Office.

23.11 Leave of Absence for Full Time Union or Public Duties

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request of the employee, the Employer may allow unpaid leave of absence without loss of accrued seniority or benefits so that the employee may be a candidate for a full-time paid political office at the federal, provincial, or municipal level.
- b) Where an employee is successful in being elected to a full-time paid political

office, the Employer, if requested, shall allow unpaid leave of absence without loss of accrued seniority or benefits for the employee's first term of office. Subsequent re-election will require the employee to resign from employment with the Employer.

- c) An employee who is elected or selected for a full-time position with the Union, or an affiliated organization may be granted unpaid leave of absence without loss of accrued seniority or benefits for a period of one (1) year. Such leave may be renewed each year, upon written request to the Employer, one (1) month prior to any renewed term of office.

**ARTICLE 24**                      **PAYMENT OF WAGES AND ALLOWANCES**

24.01                      Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions. Every second Thursday shall be pay day.

24.02                      Rate of Pay on Promotion

- (a) When an employee is promoted to another classification he/she shall receive the pay for that classification.
- (b) Where, in the opinion of the Employer, Lead Hands are required, they will be compensated an additional 5% to the next Step. This provision shall also apply to the head mechanic.

24.03                      Pay on Temporary Transfer

- a) An employee who is temporarily assigned by the Employer to a position for which a higher rate of pay is applicable will receive the salary rate for the assigned position in accordance with the promotional procedure provided that he/she fills the position for one (1) or more consecutive working days.
- b) When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.
- c) Transfers within the bargaining unit shall be in accordance with Article 15.

24.04                      Vacation Pay

An employee may, upon giving at least seven (7) calendar days' notice, receive on the

last office day preceding commencement of his/her annual vacation any pay cheques which may fall due during the period of vacation.

\*24.05 Transportation Allowance or Travel Allowance

- a) Employees shall be reimbursed for all authorized travelling and other expenses at rates determined by the prevailing Provincial Government rates. Subject to (b) employees have the right to refuse to use his/her own personal vehicle.
- \*b) Where an employee, as a condition of his/her employment is required to provide a service vehicle (pick-up truck or van) for use in their position, the rate of reimbursement will be 10 cents above the prevailing government rate.

24.06 Labrador Allowance

Employees living in Labrador shall be entitled to extra benefits as outlined in the agreement between C.U.P.E. and the Government of Newfoundland and Labrador as per Schedule "D".

24.07 Utility Bill Allowance

Employees required to plug in school buses at place of residence during the winter months will be paid a minimum allowance of fifteen dollars and fifty cents (\$15.50) per month for the months of December, January, February and March. Such allowance will be paid annually as a tax free payment on the first pay day in June next following.

24.08 Severance Pay

- a) An employee who has nine (9) or more years continuous service in the employ of the Employer is entitled to be paid upon termination, due to retirement, disability, death, lay-off, or resignation, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his/her weekly salary to a maximum of twenty (20) weeks pay.
- b) It is the intention of the parties hereto that no period of service shall be duplicated in calculating an individual's severance benefit. Notwithstanding anything in this Agreement, the request for severance pay and payment of same constitutes complete severance of employment and loss of all seniority rights.

c) Employees who are employed for the school year which is normally ten (10) months, will be eligible for pro-rated severance pay benefits after nine (9) calendar years.

\*d) Where a break in employment exceeds twenty-four (24) consecutive months, service shall commence from the date of re-employment.

**ARTICLE 25**            **JOB CLASSIFICATION AND RECLASSIFICATION**

25.01            Job Description

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions. The Employer is prepared to discuss any employee's concerns regarding job descriptions and may rewrite and upgrade the job descriptions to clarify any items of concern. Existing classifications shall not be eliminated without three (3) months prior notification to the Union or the end of the school year, whichever is greater.

25.02            Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels he/she is unfairly or incorrectly classified, or when a position not covered in Appendix "A" is established during the term of the Agreement, the rate of pay shall be first established by the Employer and subject to negotiations between the Employer and the union. The new rate shall become retroactive to the time the position was first filled by an employee.

**ARTICLE 26**            **EMPLOYEE BENEFITS PLANS**

\*26.01            Joint Employer/Employee Benefit Plans

(a)            The plan presently in effect shall remain in effect during the term of this agreement.

\* (b)            While an employee is in receipt of wages from the Employer, the Employer will pay fifty (50) percent of the premiums of the Group Insurance Plan and the employee will pay fifty (50) percent. While an employee is in receipt of temporary earnings loss (TEL) benefits from the Work Place Health and Safety Commission the Employer will pay fifty (50) percent of the premiums of the Plan provided the employee maintains his/her premium payments.

(c)            When an employee is on extended leave without pay, the employee may pay

the full premium in order to maintain coverage while on such leave.

- (d) A summary of the general provisions and benefits of the Plan is appended to this agreement as Schedule "F".
- (e) Employer maintains payment of the Employer premiums, as long as the employee maintains his/her premium payments, while he/she is on maternity/adoption/parental leave for a maximum of fifty-two (52) weeks.

\*26.02

Workers' Compensation Pay Supplement

- \*a) All employees shall be covered by the Workplace Health, Safety and Compensation Act. Pending a the settlement of an insurable claim, the employee shall receive salary calculated as if the Workplace Health, Safety and Compensation Commission were to accept the claim and the employee shall continue to receive full benefits of this Agreement, subject to necessary adjustments. If the claim is subsequently denied by the Workplace Health, Safety and Compensation Commission, the employee may access other available benefits including sick leave and annual leave.
- \*b) Permanent employees retain and continue to accrue vacation and sick leave while off work and receiving benefits from Workplace Health, Safety and Compensation Commission other than extended earnings loss (EEL). Any employee who is approved for full EEL benefits from the Workplace Health, Safety and Compensation Commission after the date of signing of this agreement shall no longer accumulate benefits under this agreement but shall have their position with the employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the Human Rights Act.
- \*c) Employees who are prohibited from taking vacation because of Workers' Compensation Benefits shall be allowed to carry forward accrued vacation to a maximum of two (2) years allotment.

\*26.03

Employee Assistance Plan

- a) The Union and the Employer shall co-operate in encouraging employees who seek to undergo a recognized program of rehabilitation for their alcoholism or drug dependency where a diagnosis of alcoholism or drug dependency is established.

- b) The Union and the Employer may co-operate in disciplinary cases in encouraging employees to undergo a recognized program of rehabilitation for their alcoholism or drug dependency, where a diagnosis of alcoholism or drug addiction is established.
- c) Such information shall be held in confidence between the parties. The decision for such participation shall be directed to the objectives of their employment and rehabilitation.
- d) See Letter of Understanding Re: Employee Assistance Program.

\*26.04 Pension and Retirement Planning

The Employer shall grant to all members of the Union, whose employment is recognized by the terms of this Collective Agreement, one (1) days leave to attend any Pension and Retirement Planning sessions organized by the Provincial Government, without loss of pay or benefit.

Attendance at these sessions shall be considered as time worked for the Employer. No employee shall be required to work additional time to make up for time spent at these sessions.

Employees may avail of the one (1) day leave under this Article only once during their career.

**ARTICLE 27**            **HEALTH AND SAFETY**

27.01            Co-operation on Safety

The Union and the Employer shall co-operate in improving rules and practices which will provide adequate protection to employees engaged in hazardous work.

\*27.02            Union-Employer Health and Safety Committee

A Health and Safety Committee shall be established in accordance with legislation and composed of equal representatives appointed by the Employer and the Union

27.03            Health and Safety Committee Pay Provisions

The Health and Safety Committee shall hold meetings as requested by the Union or by the Employer to deal with all unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of minutes of all Committee meetings shall be sent to the Employer and to the

Union.

27.04 Health and Safety Clothing, Tools, Equipment and Protection

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing.

27.05 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job or to operate any equipment which in accordance with the Occupational Health and Safety Act is deemed to be unsafe.

27.06 Investigation of Accidents

The Health and Safety Committee shall be notified of all lost time accidents or injuries and shall be provided with reports as soon as possible on the nature and cause of the accident or injury.

For an accident that involves the Occupational Health and Safety Branch, when an investigation is conducted, a Union member of the Health and Safety Committee shall be available.

27.07 Injury Pay Provision

An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

27.08 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees needing medical attention as a result of an accident during the performance of his/her duties shall be at the expense of the Employer.

27.09 First Aid Kits

A first aid kit shall be supplied by the Employer to each mobile unit of employees and in other appropriate locations of the Employer.

27.10 First Aid Training

The Employer agrees to provide on-the-job training in First Aid procedures to all employees designated by the Employer, at no cost to the employee.

27.11 Medical/Medication Procedures

Only those employees who agree to be trained may be required to administer student medications on a regular basis. However, in potential emergency situations the employee may be required to be trained to administer student medications as part of an emergency response plan.

Employees who in the course of their duties are assigned by the Employer to administer medications on a regular basis or to become involved in administering medications in emergency situations will be covered by the School Board's liability insurance policy.

**ARTICLE 28**                      **TECHNOLOGICAL AND OTHER CHANGES**

28.01 Advance Notice

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

28.02 Consultation

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

28.03 Attrition Arrangement

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

28.04 Income Protection

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

28.05 Transfer Arrangements

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

28.06 Training Benefits

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

28.07 No New Employees

No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation until the employee(s) already working and affected by the change have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment, as provided for in Clause 28.06.

**ARTICLE 29**      **JOB SECURITY**

29.01 Restrictions on Contracting Out

- a) Work normally done by permanent employees in the bargaining unit shall not be contracted out in such a manner as to cause lay-off or loss of present benefits of employees in the bargaining unit.
- b) Whenever the Employer needs work to be done within the bargaining unit, such work shall be done by bargaining unit employees on lay-off, who are qualified instead of contracting out work while employees are on lay-off.
- c) In the event there is extra work to be done, i.e., special projects, etc., qualified bargaining unit members who are on layoff or underemployed shall have first opportunity to complete such work to gain extra hours and wages up to full time hours. If extra staff is needed the hours will be offered to the full time employees on a straight time basis.

29.02 Recognition and Job Security

a) Successor Right

In the event the Western School District is merged, amalgamated or consolidated with another Board or School Boards or the Department of Education, the representation rights of the Canadian Union of Public Employees shall be retained. The provisions of any or all Collective Agreements shall be binding upon any merged, amalgamated or consolidated Employer or any successor.

b) Advance Notice

The Employer agrees to advise the Union within thirty (30) days of receiving official notice from Government of any merger, amalgamation, consolidation or change of Employer.

**ARTICLE 30** **UNIFORM AND CLOTHING ALLOWANCE**

\*30.01 The following clothing will be supplied by the Employer initially and replaced as determined by the Employer. The Employer may inspect the protective clothing upon request.

	<b>Scrubs or Smocks</b>	<b>Indoor Footwear</b>	<b>Work Boots</b>	<b>Coveralls</b>	<b>Jackets</b>	<b>Pants</b>	<b>Shirts</b>
<b>Caretaker</b>	<b>2</b>	<b>1</b>					
<b>Maintenance*</b>			<b>1</b>	<b>1</b>			
<b>Mechanic</b>			<b>1</b>	<b>2</b>			
<b>Bus Driver/ Mechanic</b>			<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>2</b>
<b>Bus driver</b>			<b>1</b>		<b>1</b>	<b>2</b>	<b>2</b>
<b>Bus Driver/ Caretaker</b>		<b>1</b>			<b>1</b>	<b>2</b>	<b>2</b>
<b>Trades</b>			<b>1</b>	<b>1</b>			
<b>Computer Repair Tech</b>		<b>1</b>					

\* Maintenance includes the following classifications: Caretaker/Maintenance Repair I, Maintenance Repair I, Maintenance Repair II and Maintenance Foreman.

Gloves, rain wear, other protective clothing will be supplied to employees as is necessary for the performance of their duties.

Other items such as pant and shirt combinations, or smocks may be substituted for coveralls as requested by employees.

Other protective footwear as approved by the Employer may be substituted for work boots.

Additional items may be provided at the discretion of the Employer.

All clothing supplied in accordance with this clause must be used only while on duty.

**ARTICLE 31**            **GENERAL CONDITIONS**

31.01            Lockers and Meals

Where required, lockers will be provided for employees. The Employer shall provide adequate accommodation for meals and coffee breaks.

31.02            Bulletin Boards

The Employer shall provide suitable bulletin boards for the use of the Union, placed so that all employees will have access to them and upon which the Union shall have the right to post notices of Union business. Other notices shall be subject to approval of the Employer.

31.03            Allowance for Tools

The Employer shall supply all tools and equipment beyond those normally provided by trades persons necessary for the performance of their duties. Employees are responsible for the proper use and reasonable security of tools and equipment provided for their use. Tools and equipment are to be kept at the Employer's premises and available for inspection at all times. Worn or broken tools are to be returned to the Employer for replacement.

31.04            Personal Loss

- a)            Subject to (b) and (c), where an employee in the performance of his/her duty suffers any personal loss and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered subject to a maximum of three hundred dollars (\$300).
- b)            All incidents of loss suffered by an employee shall be reported in writing by the employee within five (5) days of the incident to the Assistant Director responsible or his/her designated representative.
- c)            This provision shall only apply in respect of personal effects which the

employee would reasonably have in his/her possession during the normal performance of his/her duty.

**ARTICLE 32**                    **PRESENT CONDITIONS AND BENEFITS**

32.01                    Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereinafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may re-open the pertinent parts of the Agreement for negotiations.

\*32.02                    Legislation and Collective Agreements

The Employer and the Union agree that there shall be no strikes and no lockouts during the term of this Agreement.

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

\*32.03                    Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with any other body, the Employer will make every reasonable effort to ensure that:

- 1) Employees shall be credited with all seniority rights with the new Employer.
- 2) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.
- 3) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by C.U.P.E. members with the new Employer.
- 4) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the new merging Employers.
- 5) No employee shall suffer a loss of employment as a result of merger.

- \*6) Preference in location of employment with the merged Employer shall be on the basis of seniority and qualifications.

**ARTICLE 33**            **COPIES OF AGREEMENT**

33.01            The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Employer shall supply, at his/her own cost, sufficient copies of the agreement, in booklet form, within thirty (30) days of signing.

**ARTICLE 34**            **DEFINITIONS**

34.01            "Bargaining" unit means the bargaining unit recognized in the Certification Order, and additions or deletions as mutually agreed and included in the Collective Agreement.

\*34.02            "Calendar Year" shall mean the period extending from the first day of January to the thirty-first day of December.

34.03            "Classification" means the identification of a position by reference to a class title.

34.04            "Day" means a working day unless otherwise stipulated in this agreement.

34.05            "Day of Rest" means a calendar day on which an employee is not ordinarily required to perform the duties of his/her position other than:

- i) a designated holiday
- ii) a calendar day on which the employee is on leave of absence.

34.06            "Employee" or "Employees" where used is a collective term, including all persons in the bargaining unit.

34.07            "Employer" means the pertinent School Board which is party to this Agreement and such persons authorized to act on its behalf.

34.08            "Holiday" means the twenty-four (24) hour period commencing at 00.01 hours of a calendar day designated as a holiday in this agreement.

34.09            "Lay-off" means a reduction in the hours of any employee, the termination of employment of any employee because of a lack of work, or because of the abolition of a post but retaining all recall rights of this agreement.

- 34.10 "Leave of Absence" means absence from duty with the permission of the Employer.
- 34.11 "Month of Service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.
- 34.12 "Notice" means notice in writing which is hand-delivered or delivered by registered mail.
- 34.13 "Part-time Employee" means a person who is regularly scheduled to work less than the full number of working hours in each working day, or less than the full number of working days in each work week.
- 34.14 "Permanent Employee" means a person who has completed his/her probationary period and is employed without reference to any specified date of termination of service.
- 34.15 "Person in Charge" means an authorized Administrator designated by the School Board .
- 34.16 "Plural or Feminine Terms", whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context so requires.
- 34.17 "Probationary Employee" means a person who is employed on a full-time or part-time basis but who has worked less than the prescribed probationary period.
- \*34.18 "Probationary Period" means one hundred twenty (120) days of work {seventy-five (75) days of work for employees hired before April 1, 2008, sixty-five (65) days of work for employees hired before May 4, 2004}. Part time and temporary employees must work a probationary period equivalent to full time employees in working days.  
For the purpose of this Article as it relates to probationary period, less than four (4) hours work shall equal ½ day - 4 hours or more shall be counted as a full day.
- 34.19 "School Board" means the Employer identified as signatures to this Agreement.
- 34.20 "Temporary Employee" means a person who is employed for a specified period or for the purpose of performing certain specified work and who may be laid off at the end of such period or on completion of such work and retaining all rights to recall.
- 34.21 "Union" means the Canadian Union of Public Employees and its Locals 2033, 2212 and 3148.

- \*34.22 "Vacancy" means an opening which the Employer requires to be filled in a permanent, part-time, or temporary position which is expected to last in excess of six (6) weeks duration, or does last thirteen (13) weeks duration.
- 34.23 "Week" means the period of seven (7) consecutive days beginning at 0001 hours Sunday morning and ending 2400 hours on the following Saturday.
- 34.24 "Year" means the period extending from the first day of July in one year to the thirtieth day of June in the succeeding year.
- 34.25 "Bargaining Unit Work" means work normally and currently being performed by the bargaining unit and related to the day to day operation, clerical, cleaning and maintenance of buildings and equipment and the operation of such equipment owned or leased by the Employer but excluding major renovation which bargaining unit employees are unable to do or the replacement of buildings.
- 34.26 "School Term" means the period from school opening in September to school closing in June of each year.

**ARTICLE 35**            **TERM OF AGREEMENT**

35.01            Duration

This Agreement shall be binding and remain in effect from April 1, 2008 until March 31, 2012 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the seven-month period immediately prior to the expiration of this Agreement of its desire to terminate or amend this Agreement.

35.02            Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at anytime during the existence of this Agreement.

35.03            Notice of Change

Either party desiring to propose changes in this agreement shall give notice in writing, to the other party, of the changes proposed.

35.04            Agreement to Continue in Force

Where such notice requests revisions only, the following conditions shall apply:

- a)            The notice shall state specifically the revisions requested and bargaining

negotiations shall be restricted thereto, unless the parties otherwise mutually agree;

- b) Both parties shall adhere to the terms of this Agreement during the collective bargaining. If negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

35.05 Retroactive Pay for Terminated Employees

An employee who has severed his/her employment between the termination date of this Agreement and the effective date of the new Agreement, shall receive the full retroactivity of any increase in wages, salaries, or other prerequisites.

This is not the official version.

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

**Signed** on behalf of Treasury Board representing Her Majesty the Queen in Rights of Newfoundland and Labrador by the Honourable Thomas W. Marshall, Q. C., President of Treasury Board and Minister of Finance.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Honourable Thomas W. Marshall, Q. C.

**Signed** on behalf of the Newfoundland and Labrador School Boards' Association representing the School Boards.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Brian Shortall  
Executive Director

\_\_\_\_\_  
Thomas Kendell  
President

**Signed** on behalf of Participating School Boards:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Western School Board

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Eastern School Board

**Signed** on behalf of Canadian Union of Public Employees:

\_\_\_\_\_  
Dawn Learning  
Witness

\_\_\_\_\_  
Pat Parsons  
Local 2033

\_\_\_\_\_  
Denise Molloy  
Local 2033

\_\_\_\_\_  
Rex Hillier  
Local 2212

\_\_\_\_\_  
Mike Green  
Local 2212

\_\_\_\_\_  
Ted Bennett  
Local 3148

\_\_\_\_\_  
Jim Caravan  
Local 3148

*This is not the official version.*

## Schedule A

### A. \*Classification System

Employees under this Collective Agreement are covered by the provincial government's classification system which is administered by Treasury Board. Classification levels are listed in Schedule A.

### B. Salary Implementation Formula

- |                            |    |
|----------------------------|----|
| a. Effective April 1, 2008 | 8% |
| b. Effective April 1, 2009 | 4% |
| c. Effective April 1, 2010 | 4% |
| d. Effective April 1, 2011 | 4% |

### C. Retroactivity to 1 April 2008 shall apply to

1. Wages
2. Overtime
3. Results of reclassifications
4. Premium pay

### D. Step Progression

1. Employees shall continue to advance one (1) step annually on their respective salary scale for each twelve (12) months of service accumulated after their last proceeding step movement.
2. New employees shall advance one (1) step annually on their respective salary scales effective the date twelve (12) months of service is accumulated, and thereafter from year to year for each additional twelve (12) months of service is accumulated.
3. All employees who are employed for the full school year (which is normally ten (10) months) shall advance to Step Two (2) of their respective salary scales on their first anniversary date after having completed ten (10) months of service and Step Three (3) on their second anniversary date following ten (10) months of accumulated service.

### E. Red Circled Employees

- (a) Permanent employees whose regular salary rate exceeds the maximum of the new salary scale for the respective SB level shall receive a payment of the percentage increase applicable for their salary rate. This cash payment will be paid bi-weekly for

each regular hour worked.

- (b) Red-circled permanent employees whose regular salary does not exceed the maximum of the new salary scales for their respective School Board shall:
  - (i) be placed on Step 3 of the new scale, and
  - (ii) receive a cash payment of the difference between the percentage increase applicable for their salary rate and the salary increase received by being placed on Step 3. This cash payment will be paid bi-weekly for each regular hour worked.

**This is not the official version.**

## Schedule B - Classification Determinations

School Board Title	PSS Titles	Class Level
1. Accounting Clerk I	Accounting Clerk I	SB-21
2. Accounting Clerk II	Accounting Clerk II	SB-24
3. Boiler Plant Operator		SB-19
4. Boiler Plant Engineer 4th Class	Power Engineer 4th Class	SB-24
5. Boiler Plant Chief Engineer	Power Engineer 4th Class (IC)	SB-26
6. Boiler Plant Power Engineer 3rd Class		SB-25
7. Bus Driver	Equipment Operator II	SB-18
8. Bus Driver / Caretaker II	Equipment Operator II	SB-18
9. Bus Driver/Lead Driver	Equipment Operator II	SB-18
10. Bus Driver/Maintenance Repair I	Equipment Operator II	SB-18
11. Bus Driver/Mechanic Helper	Equipment Operator II	SB-18
12. Bus Driver/Mechanic	Heavy Equipment Technician	SB-26
13. Bus Mechanic	Heavy Equipment Technician	SB-26
14. Caretaker I	Custodial Worker	SB-15
15. Caretaker II	Custodial Worker	SB-15
16. Caretaker/Maintenance Repair I	Maintenance Repairer	SB-18
17. Carpenter I	Trades Worker I	SB-24
18. Computer Software Trainer	Computer Support Technician	SB-28
19. Computer Repair Technician	Computer Support Technician	SB-28
20. Computer Support Specialist	Computer Support Specialist	SB-34
21. Computer LAN Administrator	LAN Administrator	SB-38
22. Delivery Driver	Equipment Operator I	SB-16
23. Electrician I	Trades Worker II	SB-26
24. Food Service I	Food Service Worker I	SB-18
25. Food Service II	Food Service Worker II	SB-19
26. Heavy Equipment Mechanic	Heavy Equipment Mechanic	SB-24
27. Labourer I	Labourer I	SB-14
28. Library Clerk	Library Technician I	SB-23
30. Maintenance Repair I	Maintenance Repairer	SB-18
31. Maintenance Foreman (\$1.00 per hr prem)	Trades Worker I	SB-24
32. Maintenance Repair II	Trades Worker I	SB-24
33. Payroll Clerk II	Payroll Clerk II	SB-26
34. Power Plant Operator I		SB-TBD
35. Power Pant Operator II		SB-19
36. School Secretary	Clerk Typist III	SB-24
37. Trades Worker III	Trades Worker III	SB-28
38. Watch Person		SB-14
39. Word Processing Equip Op/Receptionist	WPEO I	SB-22

**SCHEDULE C**  
**CUPE SCHOOL BOARDS SUPPORT STAFF**  
**EFFECTIVE APRIL 1, 2008 to MARCH 31 2009**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<b>SB-08</b>	13.88	14.35	14.79
<b>SB-09</b>	14.00	14.45	14.88
<b>SB-10</b>	14.10	14.54	15.00
<b>SB-11</b>	14.18	14.66	15.13
<b>SB-12</b>	14.34	14.81	15.25
<b>SB-13</b>	14.45	14.93	15.43
<b>SB-14</b>	14.60	15.11	15.61
<b>SB-15</b>	14.79	15.30	15.82
<b>SB-16</b>	14.95	15.51	16.02
<b>SB-17</b>	15.20	15.78	16.34
<b>SB-18</b>	15.36	15.95	16.55
<b>SB-19</b>	15.67	16.30	16.92
<b>SB-20</b>	15.98	16.66	17.33
<b>SB-21</b>	16.26	16.98	17.71
<b>SB-22</b>	16.57	17.34	18.15
<b>SB-23</b>	16.91	17.72	18.58
<b>SB-24</b>	17.53	18.40	19.31
<b>SB-25</b>	18.21	19.13	20.09
<b>SB-26</b>	18.82	19.83	20.82
<b>SB-27</b>	19.53	20.55	21.61

Effective April 1, 2008

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<b>SB-28</b>	20.22	21.30	22.40
<b>SB-29</b>	20.75	21.87	23.04
<b>SB-30</b>	21.31	22.51	23.67
<b>SB-31</b>	22.12	23.33	24.58
<b>SB-32</b>	22.82	24.11	25.37
<b>SB-33</b>	23.57	24.87	26.22
<b>SB-34</b>	24.36	25.73	27.13
<b>SB-35</b>	25.24	26.71	28.16
<b>SB-36</b>	26.22	27.75	29.25
<b>SB-37</b>	27.15	28.73	30.33
<b>SB-38</b>	28.13	29.76	31.38
<b>SB-39</b>	29.08	30.80	32.54
<b>SB-40</b>	30.01	31.82	33.58
<b>SB-41</b>	30.73	33.50	36.23
<b>SB-42</b>	31.53	34.33	37.14
<b>SB-43</b>	32.71	35.64	38.58
<b>SB-44</b>	33.89	36.97	39.99
<b>SB-45</b>	35.09	38.30	41.45
<b>SB-46</b>	36.61	39.94	43.26

**CUPE SCHOOL BOARD'S SUPPORT STAFF**  
**Effective April 1, 2009**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<b>SB-08</b>	14.44	14.92	15.38
<b>SB-09</b>	14.56	15.03	15.48
<b>SB-10</b>	14.66	15.12	15.60
<b>SB-11</b>	14.75	15.25	15.74
<b>SB-12</b>	14.91	15.40	15.86
<b>SB-13</b>	15.03	15.53	16.05
<b>SB-14</b>	15.18	15.71	16.23
<b>SB-15</b>	15.38	15.91	16.45
<b>SB-16</b>	15.55	16.13	16.66
<b>SB-17</b>	15.81	16.41	16.99
<b>SB-18</b>	15.97	16.59	17.21
<b>SB-19</b>	16.30	16.95	17.60
<b>SB-20</b>	16.62	17.33	18.02
<b>SB-21</b>	16.91	17.66	18.42
<b>SB-22</b>	17.23	18.03	18.88
<b>SB-23</b>	17.59	18.43	19.32
<b>SB-24</b>	18.23	19.14	20.08
<b>SB-25</b>	18.94	19.90	20.89
<b>SB-26</b>	19.57	20.62	21.65
<b>SB-27</b>	20.31	21.37	22.47

**Effective April 1, 2009**

<b>SB-28</b>	21.03	22.15	23.30
<b>SB-29</b>	21.58	22.74	23.96
<b>SB-30</b>	22.16	23.41	24.62
<b>SB-31</b>	23.00	24.26	25.56
<b>SB-32</b>	23.73	25.07	26.38
<b>SB-33</b>	24.51	25.86	27.27
<b>SB-34</b>	25.33	26.76	28.22
<b>SB-35</b>	26.25	27.78	29.29
<b>SB-36</b>	27.27	28.86	30.42
<b>SB-37</b>	28.24	29.88	31.54
<b>SB-38</b>	29.26	30.95	32.64
<b>SB-39</b>	30.24	32.03	33.84
<b>SB-40</b>	31.21	33.09	34.92
<b>SB-41</b>	31.96	34.84	37.68
<b>SB-42</b>	32.79	35.70	38.63
<b>SB-43</b>	34.02	37.07	40.12
<b>SB-44</b>	35.25	38.45	41.59
<b>SB-45</b>	36.49	39.83	43.11
<b>SB-46</b>	38.07	41.54	44.99

**CUPE SCHOOL BOARD'S SUPPORT STAFF**  
**Effective April 1, 2010**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<b>SB-08</b>	15.02	15.52	16.00
<b>SB-09</b>	15.14	15.63	16.10
<b>SB-10</b>	15.25	15.72	16.22
<b>SB-11</b>	15.34	15.86	16.37
<b>SB-12</b>	15.51	16.02	16.49
<b>SB-13</b>	15.63	16.15	16.69
<b>SB-14</b>	15.79	16.34	16.88
<b>SB-15</b>	16.00	16.55	17.11
<b>SB-16</b>	16.17	16.78	17.33
<b>SB-17</b>	16.44	17.07	17.67
<b>SB-18</b>	16.61	17.25	17.90
<b>SB-19</b>	16.95	17.63	18.30
<b>SB-20</b>	17.28	18.02	18.74
<b>SB-21</b>	17.59	18.37	19.16
<b>SB-22</b>	17.92	18.75	19.64
<b>SB-23</b>	18.29	19.17	20.09
<b>SB-24</b>	18.96	19.91	20.88
<b>SB-25</b>	19.70	20.70	21.73
<b>SB-26</b>	20.35	21.44	22.52
<b>SB-27</b>	21.12	22.22	23.37

**Effective April 1, 2010**

<b>SB-28</b>	21.87	23.04	24.23
<b>SB-29</b>	22.44	23.65	24.92
<b>SB-30</b>	23.05	24.35	25.60
<b>SB-31</b>	23.92	25.23	26.58
<b>SB-32</b>	24.68	26.07	27.44
<b>SB-33</b>	25.49	26.89	28.36
<b>SB-34</b>	26.34	27.83	29.35
<b>SB-35</b>	27.30	28.89	30.46
<b>SB-36</b>	28.36	30.01	31.64
<b>SB-37</b>	29.37	31.08	32.80
<b>SB-38</b>	30.43	32.19	33.95
<b>SB-39</b>	31.45	33.31	35.19
<b>SB-40</b>	32.46	34.41	36.32
<b>SB-41</b>	33.24	36.23	39.19
<b>SB-42</b>	34.10	37.13	40.18
<b>SB-43</b>	35.38	38.55	41.72
<b>SB-44</b>	36.66	39.99	43.25
<b>SB-45</b>	37.95	41.42	44.83
<b>SB-46</b>	39.59	43.20	46.79

Effective April 1, 2011

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<b>SB-08</b>	15.62	16.14	16.64
<b>SB-09</b>	15.75	16.26	16.74
<b>SB-10</b>	15.86	16.35	16.87
<b>SB-11</b>	15.95	16.49	17.02
<b>SB-12</b>	16.13	16.66	17.15
<b>SB-13</b>	16.26	16.80	17.36
<b>SB-14</b>	16.42	16.99	17.56
<b>SB-15</b>	16.64	17.21	17.79
<b>SB-16</b>	16.82	17.45	18.02
<b>SB-17</b>	17.10	17.75	18.38
<b>SB-18</b>	17.27	17.94	18.62
<b>SB-19</b>	17.63	18.34	19.03
<b>SB-20</b>	17.97	18.74	19.49
<b>SB-21</b>	18.29	19.10	19.93
<b>SB-22</b>	18.64	19.50	20.43
<b>SB-23</b>	19.02	19.94	20.89
<b>SB-24</b>	19.72	20.71	21.72
<b>SB-25</b>	20.49	21.53	22.60
<b>SB-26</b>	21.16	22.30	23.42
<b>SB-27</b>	21.96	23.11	24.30

Effective April 1, 2011

<b>SB-28</b>	22.74	23.96	25.20
<b>SB-29</b>	23.34	24.60	25.92
<b>SB-30</b>	23.97	25.32	26.62
<b>SB-31</b>	24.88	26.24	27.64
<b>SB-32</b>	25.67	27.11	28.54
<b>SB-33</b>	26.51	27.97	29.49
<b>SB-34</b>	27.39	28.94	30.52
<b>SB-35</b>	28.39	30.05	31.68
<b>SB-36</b>	29.49	31.21	32.91
<b>SB-37</b>	30.54	32.32	34.11
<b>SB-38</b>	31.65	33.48	35.31
<b>SB-39</b>	32.71	34.64	36.60
<b>SB-40</b>	33.76	35.79	37.77
<b>SB-41</b>	34.57	37.68	40.76
<b>SB-42</b>	35.46	38.62	41.79
<b>SB-43</b>	36.80	40.09	43.39
<b>SB-44</b>	38.13	41.59	44.98
<b>SB-45</b>	39.47	43.08	46.62
<b>SB-46</b>	41.17	44.93	48.66

**SCHEDULE “D”  
LABRADOR BENEFITS AGREEMENT**

**ARTICLE 1**

**SCOPE**

1.1 This Agreement is applicable to all employees in Labrador represented by the Canadian Union of Public Employees, Association of Allied Health Professionals, the Newfoundland and Labrador Association of Public & Private Employees, the Newfoundland and Labrador Nurses’ Union, the Newfoundland and Labrador Teachers’ Association and the Royal Newfoundland Constabulary Association. The terms of the agreement will be considered to form an integral part of all collective agreements.

**ARTICLE 2**

**DURATION**

2.1 This agreement shall be effective from **April 1, 2005** and shall remain in full force and effect until **March 31, 2009**. It shall be renewed thereafter through the normal process of collective bargaining utilized by each of the employee groups, or, with the consent of the parties, will be renewed through joint negotiations. At the request of either party negotiations shall commence six (6) months prior to the expiry date of this agreement.

**ARTICLE 3**

**LABRADOR ALLOWANCE**

3.1 Labrador Allowance for employees covered by this agreement shall be paid in accordance with Schedule “A”

**Labrador Allowance**

	<b>DATE</b>	<b>SINGLE</b>	<b>DEPENDENT</b>
<b>GROUP 1</b>	April 1, 2005	\$2150	\$4300
	April 1, 2006	\$2150	\$4300
	April 1, 2007	\$2475	\$4950
	April 1, 2008	\$2475	\$4950
<b>GROUP 2</b>	April 1, 2005	\$2600	\$5200
	April 1, 2006	\$2600	\$5200
	April 1, 2007	\$2875	\$5725
	April 1, 2008	\$2875	\$5725
<b>GROUP 3</b>	April 1, 2005	\$2725	\$5450
	April 1, 2006	\$2725	\$5450
	April 1, 2007	\$3000	\$5975
	April 1, 2008	\$3000	\$5975

In case of a married couple who are both employed by Provincial Government Departments or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), the total amount paid to both of them shall not exceed the dependent rate for the allowance contained in the article. This allowance shall be paid to employees on a pro-rated basis in accordance with his/her hours of work excluding overtime.

**ARTICLE 4**

**TRAVEL ALLOWANCE**

4.1 Employees covered by this agreement shall receive a travel allowance to help offset the costs of travel to areas outside of Labrador based on the following rates per employee and his/her dependent(s).

	<b>DATE</b>	<b>EMPLOYEE</b>	<b>DEPENDENT</b>
<b>GROUP 1</b>	April 1, 2005	\$650	\$450
	April 1, 2006	\$650	\$450
	April 1, 2007	\$700	\$500
	April 1, 2008	\$750	\$550
<b>GROUP 2</b>	April 1, 2005	\$700	\$500
	April 1, 2006	\$700	\$500
	April 1, 2007	\$750	\$550
	April 1, 2008	\$800	\$600
<b>GROUP 3</b>	April 1, 2005	\$750	\$550
	April 1, 2006	\$750	\$550
	April 1, 2007	\$800	\$600
	April 1, 2008	\$850	\$650

4.2 (a) This allowance shall be paid to employees in the first pay period following April 15 of each year on a pro-rated basis in accordance to his/her hours of work in the previous twelve (12) month period ending March 31<sup>st</sup>, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents on the date of application of the allowance.

(b) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 4.2 (a) based on his/her hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.

4.3 (a) For the purpose of calculating this benefit the following leaves shall be considered as hours of work:

- (i) Maternity Leave/Parental Leave/Adoption Leave
- (ii) Injury-on-Duty/Worker's Compensation Leave

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

## **ARTICLE 5**

### **LEAVE**

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

## **ARTICLE 6**

### **PROTECTIVE CLOTHING**

- 6.1 Protective clothing will be provided in accordance with the specific provisions outlined in each applicable employee group collective agreement.

**ARTICLE 7**

**RELOCATION EXPENSES**

- 7.1 Relocation expenses will be provided in accordance with the specific provisions outlined in each applicable employee group collective agreement.

**ARTICLE 8**

**EXISTING GREATER BENEFITS**

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

**ARTICLE 9**

**DEFINITIONS**

- 9.1 "Dependent"- for the purpose of this Agreement, dependent means a spouse, whether of the same or opposite gender, and children under age eighteen (18) years of age, or twenty-four (24) years of age if the child is in full time attendance at a school or post-secondary institution.
- 9.2 "Spouse" - for the purpose of this agreement, spouse means an employee's husband or wife, including a common-law or same sex partner with whom the employee has lived with for more than 4.2 (a). This allowance shall be paid to employees in the first pay period following April 15 of each year on a pro-rated basis in accordance to his/her hours of work in the previous twelve (12) month period ending March 31<sup>st</sup>, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents on the date of application of the allowance.

**“SCHEDULE A”**

**COMMUNITY GROUPING**

**GROUP 1**

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

**GROUP 2**

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

**GROUP 3**

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

**SCHEDULE "E"**

**APPENDIX C**

**NUMBER OF WEEKS OF PAY IN LIEU OF NOTICE**

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

## **SCHEDULE “F”**

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

The Employee Benefits Booklet contains a more detailed description of the benefits of the Plan. The following summary has been prepared to outline the basic content of the Plan only, as contractual provisions specified within the group insurance policies prevail. You may also refer to Government’s website, [www.gov.nl.ca/hrpm](http://www.gov.nl.ca/hrpm), for further information.

#### **BENEFITS**

##### **GROUP LIFE INSURANCE**

You are insured for a life insurance benefit equal to two times your current annual salary rounded to the next higher \$1,000, if not already a multiple thereof, subject to a minimum of \$10,000 and a maximum of \$400,000.

If your insurance ceases on or prior to age 65, you may be entitled to convert the canceled amount of basic group life insurance to an individual policy of the type then being offered by the insurer to conversion applicants within 31 days of the termination or reduction date, and no medical evidence of insurability would be required. The premium rate would be based on your age and class of risk at that time.

##### **DEPENDENT LIFE INSURANCE**

In the event of the death of your spouse or dependent child from any cause whatsoever while you and dependents are insured under the plan, the insurance company will pay you \$6,000 in respect of your spouse and \$3,000 in respect of each insured dependent child.

##### **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

The plan provides accidental death and dismemberment insurance coverage in an amount equal to your basic group life insurance (two times your current annual salary). Coverage is provided 24 hours per day, anywhere in the world, for any accident resulting in death, dismemberment, paralysis, loss of use, or loss of speech or hearing.

If you sustain an injury caused by an accident occurring while the policy is in force which results in one of the following losses, within 365 days of the accident, the benefit shown will be paid to you. In the case of accidental death, the benefit will be paid to the beneficiary you have named to receive your group life insurance benefits. Benefits are payable in accordance with the following schedule:

## **Schedule of Benefits**

### **100% of Principal Sum For Loss of:**

- Life
- Both Hands or Both Feet
- Entire Sight of Both Eyes
- One Hand and One Foot
- One Hand and Entire Sight of One Eye
- One Foot and Entire Sight of One Eye
- Speech and Hearing in Both Ears
- Use of Both Arms or Both Legs or Both Hands
- Quadriplegia (total paralysis of both upper and lower limbs)
- Paraplegia (total paralysis of both lower limbs)
- Hemiplegia (total paralysis of upper and lower limbs of one side of the body)

### **75% of Principal Sum For Loss of:**

- One Arm or One Leg
- Use of One Arm or One Leg

### **66 2/3% of Principal Sum For Loss of:**

- One Hand or One Foot
- Entire Sight of One Eye
- Speech or Hearing in Both Ears
- Use of One Hand or One Foot

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

- Thumb and Index Finger of One Hand
- Four Fingers of One Hand

### **16 2/3% of Principal Sum of Loss of:**

- All Toes of One Foot
- Hearing in One Ear

"Loss" means complete loss by severance except that in the case of loss of sight, speech or hearing, it means loss beyond remedy by surgical or other means.

"Loss of use" means total loss of ability to perform every action and service the arm, hand or leg was able to perform before the accident.

No more than the principal sum will be paid for all losses resulting from one accident.

Benefits are not payable if loss results from or was associated with:

- suicide or self-destruction or any attempt thereat while sane or insane;
- declared or undeclared war, insurrection or participation in a riot;
- active full-time service in the armed forces of any country; and
- air travel in any aircraft not properly licensed or flown by a pilot not properly certified.

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

Repatriation Benefit	Spousal Retraining Benefit
Rehabilitation Benefit	Seat Belt Benefit
Education Benefit	In-hospital Indemnity

### **WAIVER OF PREMIUM PROVISION**

If an insured member becomes totally disabled before age 65, the group life, dependent life and accidental death and dismemberment, voluntary accidental death and dismemberment, and voluntary term life insurance may be continued to age 65 without payment of premiums. To have premiums waived, the employee must be totally disabled for at least six months, at which time claim forms must be submitted on a timely basis. Proof of prolonged disability may be required every year.

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

#### **Hospital Benefit**

If you or any of your insured dependents are confined in a hospital on the recommendation of a physician, coverage is provided for semi-private room accommodation at 100%, to a daily maximum of \$60.00

#### **Prescription Drug Benefit**

The program will pay the ingredient cost of eligible drugs (including oral contraceptives and insulin), you are responsible to pay the co-pay, which will be the equivalent of the pharmacist's professional fee plus any applicable surcharge. The drug plan provides coverage for most drugs which require a prescription by law, however, but does not provide coverage for over-the-counter drugs, cough or cold preparations or nicotine products. Some drugs may require special authorization, details of the special authorization process are outlined in the Employee Benefits Program Booklet.

## Vision Care Benefit

You and your insured dependents are covered for the following vision care expenses:

- a) Charges for eye examinations performed by an Ophthalmologist or Optometrist where the Medicare plan does not cover such services, limited to one such expense in a calendar year for dependent children under age 18, and once in two calendar years for all other insured persons;
- b) Up to 100% of covered eligible expense of \$125 for eyeglass lenses and frames and 100% of a covered eligible expense of \$175 for bifocal lenses and frames limited to one expense in every three calendar years. Once in a calendar year for dependent children under age 18 if a change in the strength of the prescription is required. Please note that expenses for contact lenses will be reimbursed at the same level as for eyeglasses. Coverage is not provided for sunglasses, safety glasses, or repairs and maintenance.
- c) Up to 80% of the covered eligible expenses of \$250 in two calendar years for the purchase of contact lenses prescribed for severe corneal scarring, keratoconus or aphakia, provided vision can be improved to at least a 20/40 level by contact lenses, but cannot be improved to the level by spectacle lenses.
- d) one pair of eyeglasses when prescribed by an Ophthalmologist following surgery, to 80% of a lifetime covered eligible expense of \$200; and
- e) 50% of the cost of visual training or remedial therapy.

When submitting your claims for reimbursement, please ensure your receipt clearly indicates whether your glasses are single vision or bifocal, so that accurate reimbursement can be made. Also, your receipt indicating that the expense has been paid in full must accompany the Claim Submission Form and the Vision Care Claim Form.

Records indicate that costs vary amongst dispensaries throughout the province; therefore, it is suggested that you check with several optical dispensaries before finalizing your purchase.

## Extended Health Benefit

Reimbursement is provided for many types of services, such as registered nurse, physiotherapist, wheelchair rental, braces, crutches, deep x-rays, ambulance service, chiropractors, to name a few. Pre-authorization is now required for the rental and/or purchase of all durable equipment and all Nursing Care/Home Care benefits. Effective April 1, 1997, insured employees/retirees and/or their dependents are required to obtain pre-approval for these services by calling the insurance carrier. Certain dollar amounts or time period maximums apply. It is important to note that reimbursement under the extended health care benefit is made at 80% of covered eligible expenses up to \$5,000; expenses over \$5,000 and less than \$10,000 are reimbursed at 90%, and expenses over \$10,000 are reimbursed at 100% in any calendar year. Where no maximum eligible expense is noted, reasonable and customary rates will apply. Please consult your employee benefit booklet for details.

## **Services not Covered Under the Supplementary Health Insurance Program**

You and/or your dependents are not covered for medical expenses incurred as a result of any of the following:

- injury or illness due to war or engaging in a riot or insurrection;
- aesthetic surgery (cosmetic surgery for beautification purposes);
- services required due to an intentional self-inflicted injury;
- delivery charges;
- hearing tests;
- pregnancy tests;
- injury or illness for which you or your dependents are covered under Worker's Compensation or a similar program;
- services or supplies received from a dental or medical department maintained by your employers, a mutual benefit association, labour union, trustee or similar type group;
- services or supplies which are covered under a government hospital plan, a government health plan or any other government plan;
- expenses for contraceptives other than oral contraceptives;
- expenses for vitamins (except injectables), minerals, and protein supplements (other than expenses that would qualify for reimbursement under Eligible Expenses under the Drug Benefit);
- expenses for diets and dietary supplements, infant foods and sugar or salt substitutes;
- expenses for drugs which are used for a condition or conditions not recommended by the manufacturer of the drugs;
- experimental products or treatments for which substantial evidence, provided through objective clinical testing of the product's or treatment's safety and effectiveness for the purpose and under the conditions of the use recommended does not exist to the satisfaction of the insurer/administrator.
- expenses for lozenges, mouth washes, non-medicated shampoos, contact lens care products and skin cleaners, protectives, or emollients.

## **Group Travel Insurance**

The group travel plan covers a wide range of benefits which may be required as a result of an accident or unexpected illness incurred outside the province while traveling on business or vacation. The insurer will pay 100% of the reasonable and customary charges (subject to any benefit maximums) for expenses, such as hospital, physician, return home and other expenses as outlined in the employee booklet. Coverage under the Group Travel Insurance is now limited to a maximum of ninety (90) days per trip for travel within Canada. Coverages commences from the actual date of departure. The current 30 day period per trip for travel outside Canada will still apply. There will be no coverage for travel outside Canada under this program following the first 30 days of a trip outside the participants province of residence. Additional coverage is available from Desjardins on an optional pay all basis.

## **OPTIONAL BENEFITS**

### **Optional Group Life Insurance**

This plan is available on an optional, employee-pay-all basis and you may apply to purchase additional group life insurance coverage for you and/or your spouse. Coverage is available from a minimum of \$10,000 to a maximum of \$300,000 in increments of \$10,000.

### **Optional Accidental Death and Dismemberment Insurance**

This plan is available on an optional, employee-pay-all basis and enables you to purchase additional amounts of accidental death and dismemberment insurance on an employee and/or family plan basis. Coverage is available from a minimum of \$10,000 to a maximum of \$300,000 in \$10,000 increments.

### **Optional Long Term Disability Insurance**

This plan is available to you on an optional and employee-pay-all basis. Long term disability insurance may provide disability benefits for periods of total disability which exceed 119 days. To be eligible for this benefit, you must be a member of either the Public Service Pension Plan or the Uniformed Services Pension Plan.

### **Optional Dental Care Insurance**

This plan is available to you and your insured dependents on an optional and employee-pay-all basis. Coverage is available for basic and major restorative dental procedures.

### **Optional Critical Conditions Insurance**

This plan is available to you and your dependents on an optional and employee-pay-all basis. Critical Conditions Insurance will provide a lump sum payment to insured employees in the event he/she and/or dependents are afflicted, while coverage is in force, with a critical condition as defined in the policy.

## **GENERAL INFORMATION**

For the purpose of the group insurance program, the following definition of dependent is applicable:

### **Spouse**

- (a) an individual to whom you are legally married; or
- (b) an individual who has been publicly represented as your spouse for at least one year.

## Dependent Children

- your or your spouse's unmarried, natural, adopted, foster or step-children, including a child of an unmarried minor dependent, who are:
  - (a) under 21 years of age and dependent upon you for support and maintenance; or
  - (b) under 25 years of age and in full-time attendance at a university or similar institution and dependent upon you for support and maintenance; or
  - (c) age 21 or over who, by reason of mental or physical infirmity, are incapable of self-sustaining employment, and are dependent upon you for support and maintenance and who were insured under the plan on the day before they reached age 21.

Children of your spouse are considered dependents only if:

- they are also your children; or
- your spouse is living with you and has custody of the children.

This plan does not cover a spouse or dependent child who is not a resident in Canada nor does it cover any child who is working more than 30 hour per week, unless the child is a full-time student.

## **Eligibility**

- all full-time, active employees, including part-time employees who work at least 50% of the regular work week, are required to participate in the group insurance program from the first day of employment. All retired employees who are receiving a pension from either the Public Service Pension Plan or the Uniformed Services Pension Plan may elect to continue coverage.
- all temporary employees, if hired for a period of more than three months, are covered under the program from the first day of employment. Employees who are hired for a period of less than three months, who have their contract extended to at least six months, are required to participate from the date of notification that the contract was extended.
- seasonal, recurring employees are covered under the plan during their term of active employment. During periods of lay-off, provided they do not work for another employer during such lay-off, an employee has the option to continue coverage. However, coverage will not continue unless a "Continuation of Coverage" form is completed, signed and given to your Staff Clerk/Administrator prior to your leaving.
- employees who elect early retirement will continue to be insured under the program as if active employees. Group life and accidental death and dismemberment insurance benefits will be calculated on the annual superannuation benefits. For continuation of coverage to become effective, a Continuation of Coverage Form must be signed prior to the last day worked.

- upon attainment of age 65, if you have been insured for a period of five years immediately prior to your 65th birthday, you may be eligible for a reduced paid-up life insurance policy on the first of the month following attainment of age 65, which will remain in force throughout your lifetime.

You may also be eligible to continue your supplementary health and group travel insurance plans on a 50/50 cost-shared basis.

In the event of your death, your surviving spouse, who on the date of your death was insured under the plan, may have the option of continuing in the group insurance program.

**This is not the official version.**

**MEMORANDUM OF UNDERSTANDING - 2004**  
**HEALTH INSURANCE**

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

It is understood and agreed that effective April 1, 2002, eligibility under the group insurance programs, policies 7600 and 3412, is hereby amended to include the following class of employees, subject to the following:

- Employees who have worked 50% or greater of the normal working hours in the previous calendar year will qualify for group insurance benefits as a condition of employment effective April 1, 2002.
- Annual review on January 1<sup>st</sup> of each year will determine eligibility, continued enrollment or termination of coverage under these programs. Should an employee terminate employment, all coverages under the programs terminate the date of termination.
- For the purpose of determining group life insurance coverage, the amount will be based upon twice their annual salary, subject to a minimum amount of \$10,000.
- Employees determined to be eligible by the Employer for coverage under these group programs, based on the number of hours worked in the previous year, will not be required to produce evidence of insurability as enrollment is mandatory and a condition of employment.

As a result of the 2004 round of negotiations, the following was also agreed:

1. Employees determined to be eligible for coverage under the Desjardins Plan shall be continued for the full twelve (12) month period commencing April 1<sup>st</sup> of each year as long as they remain actively employed and pay the required premiums.
2. Temporary employees covered under this Agreement who are determined to be eligible will access group insurance programs that are currently available.
3. Premiums for these employees must be collected through payroll deductions.
4. Employees who accessed Maternity, Adoption and/or Parental Leave during the previous calendar year will be allowed to count, for eligibility purposes, the hours worked during such leave by the next senior employee in that period.
5. Premiums for employees who are off payroll for one (1) or more periods will be recovered from the next cheque unless extenuating circumstances exist. This procedure for the recovery of premiums applies only to health care groups. Existing arrangements for the recovery of premiums in other sectors shall continue for the life of that

Agreement.

6. Employees who miss a payroll for reasons other than approved unpaid sick leave are required to pay 100% of the premiums.
7. Employees on unpaid sick leave are required to present supporting medical documentation to the Employer during the current pay period.
8. If necessary, a further review of the premium recovery process will occur within six (6) months of the signing of the relevant Collective Agreements.

This wording reflects amendments to the eligibility guidelines only as complete terms and policy conditions are set out in actual contracts on file with Government of Newfoundland and Labrador, the policyholder.

9. Group Insurance Committee Membership

With respect to the membership of the Group Insurance Committee, it is understood and agreed that the complement of groups represented will remain unchanged throughout the term of this agreement.

This is not the official version.

## MEMORANDUM OF UNDERSTANDING

### AGREEMENT ON PENSIONS

The Parties agree to the following:

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

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

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

Cost: 2% of salary to be shared equally by both parties.

Anniversary Date: October 1, 2002 and every October 1 thereafter.

2. Government will pay \$ 982 Million into the Public Service Pension Plan (PSPP), with \$ 400 Million being paid on March 15, 2007 and the remaining balance of \$ 582 Million will be paid by June 30, 2007.
3. This Memorandum of Agreement will not take effect unless all participants, The Newfoundland and Labrador Association of Public and Private Employees, the Canadian Union of Public Employees, The Newfoundland and Labrador Nurses' Union, The Association of Allied Health Professionals, The Canadian Merchant Service Guild, The International Brotherhood of Electrical Workers, and Her Majesty the Queen in Right of Newfoundland (represented by the treasury Board) agree to its terms.
4. It is agreed that the payment outlined in Clause 2 above is full settlement of Government's share of the unfunded liability of the PSPP as established on December 31, 2000 and outlined in section 2 of the Memorandum of Understanding - 2004, Agreement on Pensions and there shall be no further special payments
5. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship by April 1, 2008.  
  
All reasonable costs of the Committee relating to professional, legal and support services shall be paid from the Pension Fund.
6. All unions representing Public Service Pension Plan members must indicate, in writing, acceptance of this proposal.
7. For the duration of the Collective Agreement the Employer agrees to maintain the Public Service Pension Plan as an independent pension plan.

## **Memorandum of Understanding**

### **Classification Plan**

It is agreed that a new classification system would be implemented and that the plan used would be gender neutral. It is also agreed that CUPE would have input into the selection and implementation of the system. This will be accomplished through a joint steering committee which would be advisory to Government in nature. It is also agreed that the current classification plan would continue until the new plan is established.

It is agreed that the new plan began implementation on April 1, 2008. However, any wage adjustments necessary for implementation of this plan will not accrue on April 1, 2008. The total cost and the timing of any wage adjustments are to be included in negotiations to commence on Government's finalization of the new classification system.

The Unions require that a Job Evaluation Consultant (as selected by the Unions) would have direct contact with the Plan's consultant and have full access to all relevant information. This individual would also communicate with and have access to all meetings of the Steering Committee. The salary and the expenses of the Advisor would be borne by the Unions.

The ratings of the positions will be conducted by the staff of the Classification, Organization and Management Division of Treasury Board. There will be a Benchmark Committee composed of two-thirds management and one-third union representatives who will review the sampling of the ratings as they are done. The Benchmark Committee would have the authority to refer results back to the raters should they be deemed inconsistent. The final decision making authority rests with Treasury Board.

While the new Job Evaluation system is being implemented, all employees can proceed with individual reviews and appeals under the current plan. However, there will be no further occupational reviews.

## **MEMORANDUM OF UNDERSTANDING**

### **BENEFITS RE: PENSIONS**

The Employer agrees that all new employees who are eligible shall become and remain members of either GMPP or the Public Service Pension Plan.

### **Memorandum of Understanding**

#### **Transportation of New School Buses to Depot**

It is agreed that in instances where it is required to transport new school buses from delivery points within the Province of Newfoundland and Labrador, bargaining unit employees who are qualified and able will perform such duties based on seniority on a rotational basis.

Such work will be conducted within the terms and conditions of purchase with the vendor.

## APPENDIX A

### Agreed Articles Pertaining to

### THE BURIN PENINSULA SCHOOL DISTRICT #7 and CUPE LOCAL 2033

#### Payment of Unused Sick Leave on Termination of Employment

(a) All current employees of the bargaining unit as of June 30, 1986 shall receive upon termination due to death, retirement, disability, layoff in excess of twelve (12) months, or resignation, payment of sick leave days as follows:

1. Accumulated sick days of 100 or more - 100 days.
2. Accumulated sick days of 60 to 100 - as accumulated.
3. Accumulated sick days of less than 60 - as accumulated to a total of 60.

at a rate of pay effective at the time of termination of employment subject to a cut-off date of sixty-five (65) years of age. Employees over sixty-five (65) years of age at the signing of this Agreement shall receive payment at the rate of pay in effect as of June 30, 1986.

(b) Effective July 1, 1986, all employees shall accrue sick leave credits for usage only and they are no longer payable as a pay-out feature except for current employees to accumulate to a maximum of sixty (60) days as per (a) 3. above.

(c) When an employee receives payment for sick leave upon termination of employment he shall forfeit his remaining days for sick leave and will not be credited with same should he return to the service of the Employer.

(d) An employee may draw personal time off from this accumulated sick leave by mutual agreement. Days so used will be deducted from this sick leave thus reducing the total accumulated pay-out days. This option will be available once employees have reached sixty (60) day accumulation.

(e) Employees under this Article shall be entitled to a pay-out from the Employer as outlined in (a) above. Employees who use sick leave as defined in Article 21.01 can re-establish credits to the maximum allocation as of June 30, 1986, for the purposes of payout.

Employees eligible for sick leave payout

1. Kevin Collins
2. Joan Doody
3. John Haley
4. Julia Haley
5. Raphael Hepditch
6. Julia Mitchell
7. Edward Pittman
8. Charles Rideout
9. Maxine Rideout
10. Eugene Spencer
11. Anne Marie Walsh
12. Pauline Walsh
13. Yvonne Walsh

**This is not the official version.**

## **APPENDIX B**

### **Agreed Articles Pertaining to the Burin School District #7 and CUPE Local 2033**

The Roman Catholic School Board for the Burin Peninsula as a partner in the School District #7 agrees to honour all previous contractual commitments to the employees now employed as bus drivers on a part-time basis with the Burin School Bus System, who were previously employed by the Roman Catholic School Board for the Burin Peninsula as bus drivers/bus driver-janitors. However, notwithstanding the above, once these particular employees retire, resign, or abandon their positions; this position will not apply to new employees who will fill the vacancies created.

1. Kevin Collins

*This is not the official version.*

APPENDIX C

Canadian Union of Public Employees  
21 Florence Street  
Ottawa, Ontario  
K2P OW6

ATTN: FINANCE AND ADMINISTRATION DEPARTMENT  
PER CAPITA SECTION

DEDUCTION OF UNION DUES

Enclosed please find a cheque in the amount of \$ \_\_\_\_\_ for Local  
of the Canadian Union of Public Employees. Said cheque covers the month  
of \_\_\_\_\_, 20 \_\_\_\_.

Local \_\_\_\_\_ had \_\_\_\_\_ full-time members and  
\_\_\_\_\_ part- time members in the month of \_\_\_\_\_ 20 \_\_\_\_ .

The union dues structure of Local \_\_\_\_\_ is as follows:

\_\_\_\_\_ % of Total Regular Wages

---

The total regular wages paid during the month was \$ \_\_\_\_\_ .

Enclosed are two lists of names and the amount of union dues deducted from the above  
members of this Local.

Employer: Applicable School District

Address:

cc: Secretary-Treasurer School District

Attachment

## LETTER OF UNDERSTANDING

20 February 1998

Mr. Ross Grimes  
Representative  
Canadian Union of Public Employees  
Corner Brook, NF

**RE:     Article 9 - Job Security - Clause 29.01**  
**Restrictions on Contracting Out**

This will confirm our understanding following discussions between our committees with respect to the interpretation of clause 29.01.

It is clear from the intent of Clause 29.01 (a) that the Employer will not contract out work in such a manner to cause layoffs or loss of present benefits of employees in the bargaining unit. It is our understanding that (b) refers to those same permanent employees who may be in a layoff status and still eligible for recall under clause 14.04. Section 29.01 (b) is referring to permanent full time, permanent part-time employees and employees who are considered to be part of the normal regular summer maintenance crew. We do not intend to refer to short term replacement workers.

**Employer Bargaining Committee Representative**

**GERRY CURNEW**  
**Chief Negotiator**

## LETTER OF INTENT

23 February 1998

Mr. Ross Grimes  
Representative  
Canadian Union of Public Employees  
Corner Brook, NF

Dear Mr. Grimes:

### **Re: Leave With Pay - Emergency Services**

Employees who are volunteer members of a Community Emergency Response Team such as Fire Fighters and / or Search and Rescue, shall upon being hired by the Employer or appointed to the Emergency Unit; inform the Employer of their obligation as a volunteer. Subject to the employee's position and responsibilities with the Employer and any understandings reached between the Employer, the Employer shall grant leave with pay and without loss of benefits whenever his/her services are required for emergencies involving the actual fighting of fires or actual search and rescue efforts.

### **Employer Bargaining Committee Representative**

**GERRY CURNEW**  
Chief Negotiator

## LETTER OF INTENT

4 March 1998

Mr. Ross Grimes  
Representative  
Canadian Union of Public Employees  
50-54 Main Street  
Corner Brook, NF

Dear Mr. Grimes:

### **Re: Short Term Hiring - Special Circumstances**

With the mutual agreement of the Local Union, employees who are hired for temporary short term work in special circumstances, such as damage to schools by fire or flood, elections, etc., shall not normally be placed on the seniority list. It is the intent of 14.01 to recognize employees who have a legitimate claim to future employment with the Board.

### **Employer Bargaining Committee Representatives**

Gerry Curnew  
Chief Negotiator

This is not the official version.

## LETTER OF INTENT

**8 March 1998**

Mr. Ross Grimes  
Representative  
Canadian Union of Public Employees  
50-54 Main Street  
Corner Brook, NF

Dear Mr. Grimes:

The Employer agrees in principle to encourage employees to retrain for other positions with the Employer and will participate in minor retraining of displaced employees.

**Employer Bargaining Committee**

**Gerry Curnew**  
**Chief Negotiator**

*This is not the official version.*

## LETTER OF UNDERSTANDING

### School District 3

Mr. Ross Grimes  
Representative  
Canadian Union of Public Employees

Dear Mr. Grimes:

This will confirm our understanding reached during our negotiations between School District #3 and CUPE Local 3148.

In accordance with the provisions of Article 15, Clause 34.21 - Vacancy, Bus Driver/Caretaker assigned to a school will not be required to perform a noon time run of full time driver who is temporarily absent unless there are no other employees available to do the run..

**Corner Brook/Deer Lake/St. Barbe  
School District #3**

**Ed Buckle  
Associate Assistant Director - Personnel**

This is not the official version.

**Letter of Understanding**

**Re: Employee Assistance Program**

This will confirm our understanding reached during negotiations that all School Board employees under Locals 1560, 2033, 2212, and 3148, covered by the recently negotiated collective agreements, can avail of the Employee Assistance Program services provided through the Public Service Commission.

**LETTER OF UNDERSTANDING RE: MARKET ADJUSTMENT**

This will confirm our understanding reached during negotiations whereby if the Employer determines that it is unable to recruit/retain employees in specific positions at a particular geographic site, the Employer may provide benefits to employees beyond those outlined in the collective agreement.

This is not the official version.