
COLLECTIVE AGREEMENT

**BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF
NEWFOUNDLAND**

(Represented herein by the Treasury Board)

**AND: EASTERN SCHOOL BOARD
hereinafter called the Employer,**

Party of the First Part

**AND: CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1560
hereinafter called the Union,**

Party of the Second Part



April 1, 2008 - March 31, 2012

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This is not the official version.

ARTICLE 1: PREAMBLE

1:01 Preamble

The purpose of this Agreement is to establish and maintain satisfactory working conditions, hours of work and wages, and also to provide the applicable method of settling differences or grievances which might arise so as to maintain harmonious relations between the employer and all employees covered by this Agreement. It is agreed that such relations will encourage efficiency in the operation of the business. However, this preamble shall not conflict with contractual arrangements as set out in the body of this Agreement.

ARTICLE 2: MANAGEMENT RIGHTS

2:01 Management Rights

All the normal functions, rights, powers and authority of management which are not specifically abridged, delegated or modified by the Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 3: RECOGNITION AND NEGOTIATIONS

3:01 *(a) Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for the employees in classifications listed in Schedule 'D' of this Collective Agreement or such other positions which may be added in accordance with 3:01(b).

*(b) New Positions

When new classifications or positions are created the Employer shall consult with the Union as to whether such classifications or positions should be included in the Bargaining Unit. Should the Union and the Employer be unable to agree, the matter shall be referred to the Labour Relations Board. The rate of pay shall be in accordance with classifications on file with the Compensation and Classification Division of the Public Service Secretariat. When an employee feels that he/she has been incorrectly classified, he/she may appeal his/her classification to the Director of Education for consideration by the Compensation and Classification Division of the Public Service Secretariat.

(c) Interpretation

For the purpose of the Collective Agreement, references to permanent employees shall also include regular school year employees.

*(d) Successor Rights

In the event that the Eastern School Board 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.

3:02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction or experimenting. Notwithstanding the above, for special functions and entertainment sponsored by groups or individuals, e.g. dances, card parties, bingo, etc., those groups or individuals shall have the authority to engage the services of employees outside the bargaining unit, provided such services are rendered outside the normal working hours and do not reduce the normal hours of work or pay of any employee and provided regular employees in that particular school are given first option to perform the required work.

3:03 Other Agreements

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

3:04 Part-Time and Temporary Employees

This Collective Agreement is fully applicable to all part-time and temporary employees unless otherwise specified. For the purpose of this Article a temporary employee shall be defined as an employee who is:

- (a) Hired for a limited specified period of time; or
- (b) Hired for a limited specified purpose.

3:05 Union to be Notified of Temporary Status

In the event that the Board hires an employee for whom it intends to claim temporary status as defined in Article 3:04 hereof, the Board shall notify the Union of the following:

- (a) Name of employee;
- (b) Limited specified period of employment or limited specified purpose with estimate of time required for completion as the case may be.

3:06 Extensions Beyond Time or Purpose Limited For Temporary Status

In the event that the Board in its discretion deems it necessary or advisable to continue in its employ a temporary employee as defined in Article 3:04 for a further limited specified period of time, or for a further limited specified purpose, the provisions of Article 3:05 shall apply to the said continuation.

Except in the case of replacement employees, all temporary postings which exceed an aggregate of six (6) months within a twelve (12) month period shall result in job vacancies subject to Article 10:06 unless otherwise mutually agreed.

ARTICLE 4: UNION STATUS

4:01 Employee Status

All employees who, at the date of signing this Agreement, are members of the Union, shall maintain membership in the Union as a condition of employment. All new employees hired on or after the date of the signing of this Agreement and who come within the scope of the bargaining unit shall become members of the Union upon hiring and remain members in good standing of the Union as a condition of employment.

*4:02 Check-Off of Union Dues

- a) The Employer shall deduct from the earned wages of all employees within the scope of the bargaining unit the initiation fees and monthly dues of the Union and remit to the Secretary-Treasurer of the Union the full amount of such deductions on or before the 15th of the month following accompanied by a list of names, addresses, telephone numbers and classification of employees from whose wages deductions have been made, the number of hours worked per month, the gross regular earnings and the amount of the deductions. The Union shall furnish to the Employer a list of all employees from whose wages deductions are to be made under this clause and shall, when action requires, supplement this list with the names of additional employees who become members of the Union.
- b) The Union may from time to time 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.

4:03 No Discrimination

There shall be no discrimination exercised whatsoever by the Employer or the Union in the administration of this Collective Agreement.

4:04 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.

4:05 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the office of the Assistant Director of Finance and Administration of the Eastern School Board and the Recording Secretary of the Union.

4:06 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 responsibilities and obligation to the Employer and the Union.

ARTICLE 5: LABOUR MANAGEMENT RELATIONS

5:01 Representation

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 order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

5:02 Union Activities

There shall be no solicitation of Union membership on the Board's property which may interfere in any way with an employee's duty to the Board during the employee's working hours.

5:03 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of the representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. The Union representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance after the Employer has been notified and gives approval.

ARTICLE 6: RESOLUTIONS AND REPORTS OF THE BOARD

6:01 Employer Shall Notify Union

- (a) In the interest of good relations between the Union and the Board, the Employer agrees that consultation will take place between both parties on recommendations concerning conditions of employment which affect employees within the bargaining unit. The Employer also agrees to consult the Union before implementation of any recommendation which might affect the current conditions of present employees.
- (b) Before the introduction of any technological change or new method of operation which affects the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change. 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 of the proposed changes to the Union. The period of notice as stipulated in Article 10:08 shall also apply in cases of technological change.
- (c) The Employer shall provide each employee with a detailed Employee Benefit statement which shall outline, in clear, simple and concise terms, the benefits received and where applicable their cost, including sick leave and vacation credits, group life insurance, extended health and dental insurance, income maintenance, pension and all statutory benefits received by an employee. Any information not on the employees pay stub will be provided by the Employer upon written request by the employee.

ARTICLE 7: GRIEVANCE PROCEDURE

7:01 Recognition of Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist the employee in preparing and presenting his grievance in accordance with the grievance procedure.

7:02 Permission to Leave Work

The Employer agrees that members of the Grievance Committee shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each member of the Grievance Committee is employed by the Employer and that he will not leave work during working hours except to perform his duties under this Agreement. Therefore, no member of the Grievance Committee shall leave his work without obtaining the permission of the Supervisor. No more than two (2) members of the Grievance Committee shall leave their work at any one time. The Employer reserves

the right to limit the granting of time off if it interferes with proper and efficient operations. Such permission shall not be unreasonably requested or denied.

7:03 Definition of Grievances

A grievance shall be defined as a dispute arising out of the interpretation, application, administration or alleged violation of the Agreement. It shall be dealt with as quickly as possible in line with the procedures set out to settle grievances.

7:04 Settling of Grievances

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

STEP 1: An employee who alleges that he has a grievance shall first present the matter to his immediate supervisor within ten (10) working days of the alleged grievance. For the purpose of this article, the Supervisors shall be as follows:

Maintenance/ Manager of Maintenance
Trades Personnel

School Secretaries/Office Personnel/ Manager of Human
Program Assistants Resources

STEP 2: Failing a satisfactory settlement being reached within five (5) working days after the dispute was submitted in Step 1, the grievance shall be submitted to the office of the Assistant Director of Finance & Administration within five (5) working days following the expiry of Step 1. The office of the Assistant Director of Finance and Administration shall render his decision within seven (7) working days after receiving such notice.

STEP 3: Failing a satisfactory settlement being reached in Step 2, either party may refer the dispute to arbitration. This should be done within ten (10) working days after receipt of the decision in Step 2.

7:05 Policy Grievance

Where a dispute involves a dismissal, a general application or interpretation occurs or where a group of employees or the Union/Employer has a grievance, Step 1 of this Article may be bypassed.

7:06 Replies in Writing

Grievances and replies to grievances shall be in writing at all stages. When a grievance is reduced to writing there should be set forth:

- (a) A statement of the grievance and the facts upon which it is based;
- (b) The remedy or correction requested;
- (c) The section or sections of this Agreement relied upon or claimed to have been violated.

7:07 Time Limits and Technical Objections

No grievance shall be defeated or denied by any formal or technical objection with the exception of the observance of time limits as set out in Article 7:04 Step 1. An arbitrator shall have the power to allow any necessary amendments and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

7:08 Facilities for Grievance

The Employer shall supply all necessary facilities for grievance meetings.

7:09 Supplementary Agreements

Supplementary agreements, if any, shall form part of the Agreement and are subject to the grievance and arbitration procedure.

7:10 Preventative Mediation

By mutual agreement, either party may refer a grievance to a scheduled preventative mediation session through the Provincial Department of Human Resources, Labour and Employment. Any associated cost is to be cost-shared on a 50-50 basis. Such referral will not jeopardize either party's right to access the arbitration procedure should the mediation process prove unsuccessful.

ARTICLE 8: ARBITRATION

8:01 (a) Composition of Board of Arbitration

After exhausting the grievance procedure established in Article 7, one of the parties may notify the other party by registered mail of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the person appointed to be an arbitrator by the party giving the notice.

The party to whom notice is given shall within five (5) days after receiving the notice, name the person whom it appoints to be an arbitrator and advise the party who gave the notice of the name of its appointee by registered mail.

The two (2) arbitrators named shall, within five (5) days of the appointment of the

second of them, name a third arbitrator and he shall be the Chairman of the Board.

(b) Provision for Single Arbitrator

Where the parties mutually agree, a sole Arbitrator may be appointed in place of a Board of Arbitration. The sole Arbitrator shall have all the rights and powers of a Board of Arbitration appointed under this article. Each party shall pay one-half of the fees and expenses of the Arbitrator.

(c) Expedited Arbitration

Subject to agreement of both parties, a form of expedited arbitration may be used following Step 3 of the Grievance Procedure. The particulars are as follows:

- (1) In any dispute of 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) days of the referral to arbitration.
- (2) The single arbitrator must be agreed upon by both parties within seven (7) days of the referral to arbitration and the appointed arbitrator must be willing to render a written decision within ten (10) calendar days following presentation of written briefs and oral arguments of each party.
- (3) The single arbitrator may, for the purpose of their 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 8 of the Collective Agreement where they do not wish to implement expedited arbitration.

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.

8:02 Failure to Appoint

If the party to whom notice is given fails to name an arbitrator within ten (10) working days of receiving the notice, or if the two (2) arbitrators fail to agree on the naming of the Chairman within five (5) days after the naming of the second arbitrator, the Minister of Human Resources, Labour and Employment of Newfoundland and Labrador shall, on the request of either party, name an arbitrator on behalf of the party who failed to name an arbitrator or shall name the Chairman as the case may be, and if the case so requires, the Minister shall name the second arbitrator and the Chairman.

8:03 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation. It shall hear and determine the difference or allegation and render a decision within thirty (30) days from the time the Chairman is appointed.

8:04 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 Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties and upon any person on whose behalf the agreement was made.

The Board shall have the power to amend or modify disciplinary measures imposed by the Employer, but the Board may not alter, modify or amend any provisions of the Agreement.

8:05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

8:06 Expenses of the Board

Each party shall pay:

- 1) The fees and expenses of the arbitrator it appoints if applicable;
- 2) One half of the fees and expenses of the Chairman.

8:07 Time Limits

Time limits as set forth in this section may be altered by mutual consent of the parties to the Agreement.

8:08 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.

ARTICLE 9:
DISCHARGE, SUSPENSION AND DISCIPLINE

9:01 Discipline and Dismissal

- (a) The Employer's right to discipline and discharge employees for just cause is hereby confirmed. However, any employee who claims to have been unjustly disciplined or discharged shall have the right to be heard in accordance with the grievance procedure of the Agreement. Any employee who is suspended or discharged shall be provided with written notification within forty-eight (48) hours of any oral notification stating the reason for the suspension or discharge. Written notification for any other disciplinary measure shall be within five (5) working days of any oral notification. Such notification shall state the reason for discipline.
- (b) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position without loss of seniority and shall be compensated for all lost time in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by other arrangement as to compensate which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.
- (c) 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 place of employment, it shall be with pay.
- (d) 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 duties, provided that the Employer is satisfied that the employee performed duties as required by the Employer, and/or the employee acted within the scope of his employment.

9:02 Burden of Proof

In the case of discharge or discipline the burden of proof and just cause shall rest with the Employer. Evidence must be limited to information in the notice to the employee.

9:03 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his work within ten (10) working days of the event of the complaint, with a copy to the Secretary of the Union, who should hold such in the strictest confidence. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a

part of his record for use against him/her at any time. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to his work. The employee's reply to such a complaint, accusation or expression of dissatisfaction shall become part of his record.

Any document which might at any time be used against an employee in any case of suspension, dismissal or disciplinary action shall be removed from his personnel file and destroyed after the expiration of eighteen (18) months providing there is no recurrence of a similar incident during that time, in which case it shall be removed and destroyed eighteen (18) months after the recurrence.

9:04 Personnel Records

An employee shall have the right, upon request, to have access to and examine his personnel file in the presence of the Director of Human Resources or his/her designate. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's personnel file.

No evidence from any employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to receive a copy of all material contained in his personnel file.

9:05 Right to Have Steward Present

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact her steward to be present at the interview.

When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees will be notified that they are entitled, at their request, to have a representative of the Union attend the meeting.

ARTICLE 10: SENIORITY

*10:01 Seniority Defined

Seniority is defined as an actual or calculated date of hire with the Employer:

- (a) Date of hire for employees of the former Avalon East School Board is calculated based on the employees' service up to March 31, 1998. The seniority list generated effective April 1, 1998 reflects this calculation and employees hired after April 1, 1998 are placed on the list based on actual date of hire.

- (b) Date of hire for employees of any former Boards, and who move into this bargaining unit hired prior to September 1, 2004, a seniority date shall be calculated based on the employee's service up to August 31, 2004.
- (c) Employees who move from other Bargaining Units into this Bargaining Unit (Local 1560) after August 31, 2004 shall be placed on the Seniority List based on their service credits accrued with their former Bargaining Unit. In the event that two or more employees have the same service credits the employees will be placed on the seniority list in accordance with their original date of hire. Furthermore, in the event of two or more employees having equal service credits and the same original date of hire, placement on the seniority list shall be determined by the last three digits of the affected employees' Social Insurance Number and the employee with the lower three digit number shall be deemed senior. This Clause shall only apply to employees who come into the Local 1560 Bargaining Unit via the Transition Agreement.

*10:02 Seniority Lists

- (a) Employees shall be placed on the seniority list in accordance with article 10:01. Where two or more employees are hired on the same date, placement on the seniority list shall be based upon the last three digits in the employee's social insurance number with the employee with the lower three digit number being placed first on the seniority list.
- (b) Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in May of each year. Any objections must be filed with the Employer in writing within thirty (30) days of posting. After the thirty (30) day period has expired the Seniority List shall be deemed as correct until next posted.
- (c) This list shall include the following information: the employee's name, the employee's classification, the employee's date of hire. This list shall be used, in accordance with the terms and conditions set forth in this agreement, to determine preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the workforce and recall.

10:03 Probation and Trial Period

- *(a) Probation for New Permanent Employees - A newly hired employee shall be on probation for a period of one hundred and twenty (120) days of work at least eighty (80) of which shall occur during the school year. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except in the case of discharge. Seniority shall take effect from original date of hire.
- *(b) Trial Period - Employees who move to a new classification shall assume their new duties on a trial basis for up to sixty (60) days of work, the first fourteen (14) days of

which shall be a familiarization period. Conditional on satisfactory service, the employee shall be confirmed in the position after the trial period. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate without loss of seniority and accrued benefits. Likewise, any other employee promoted or transferred because of the successful applicant's promotion shall be returned to his former position, wage or salary. It is understood that this is a trial period not a training period.

*10:04 Loss of Seniority

An employee shall not lose his accrued benefits or seniority if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose his seniority in the event:

1. He is discharged for just cause and not reinstated.
2. He resigns in writing.
- *3. He 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. He fails to return to work within five (5) 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 employee to keep the Employer informed of his current address. An employee recalled for casual work or employment of short duration at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work.
5. He is a temporary employee and refused recall on three (3) consecutive occasions to a position of the same or equal pay rate if the employee is qualified unless through sickness or just cause, including geographical considerations.
6. He is laid off for a period longer than twenty-four (24) consecutive months.
7. He has been on leave without pay for a period longer than twenty-four (24) consecutive months.
8. He has been outside the bargaining unit for a period longer than twenty-four (24) consecutive months.

10:05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. An employee shall have the right to return to a position in the bargaining unit within a twelve (12) month period. If an employee returns to the bargaining unit, he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

10:06 Vacancies

- *(a) When a vacancy occurs, which is not declared redundant, and the Employer decides to fill the vacancy, or a new position is created either inside or outside the bargaining unit, the Employer shall post notice of the position on all bulletin boards in the schools; in the Board Office; and on the School Board's website for a period of not less than One (1) week

Employees may advise the employer in writing, prior to the start of the summer school vacation period, that they wish to be considered for positions which are posted during the school closing period and the employer shall consider such applications in accordance with the terms of this agreement. This notification shall indicate the classifications and locations of interest. Employees who do not provide such notification may be considered through the regular job competition process.

All vacancies within the bargaining unit will be filled from within the members of the bargaining unit provided these employees have the required qualifications. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, wage or salary rate or range.

Positions shall be advertised within two (2) weeks of vacancy and appointments from within the bargaining unit shall be made within two (2) weeks of closing date. Postings within the Bargaining Unit, having to be filled from outside the Bargaining Unit, shall be appointed within another four (4) week period unless otherwise mutually agreed. The name of the successful applicant shall be sent to all Union applicants.

In making staff changes, transfers and promotions, appointments shall be made of the applicants with the greatest seniority and having the required qualifications, as advertised in the job posting.

- (b) Temporary positions which are estimated to exceed or do exceed one (1) month 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.
- (c) A permanent employee who changes his classification as a result of layoff shall have the opportunity within two (2) years to return to his former classification in his former school or department should a vacancy occur which the Board intends to fill provided they are qualified and able to perform the duties required for the position.

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

- * (e) Employees who fill a temporary vacancy may not bid on any other temporary vacancy, at the same or lower pay level, unless the duration of the temporary vacancy is known to exceed two months.

10:07 Role of Seniority re Lay-Off

- * (a) Both parties recognize that job security shall be in accordance with seniority. Therefore, in the event of lay-off, the employees shall be laid off by classification in reverse order of their seniority. Where employees are adversely affected by reduced hours of work, Article 10:07 (b) shall be initiated. No temporary employee may bump a permanent employee upon lay-off. Employees shall be recalled in order of their seniority by classification reflecting any changes of employee status on the current seniority list.

No new employees shall be hired for a classification until those laid off have been given opportunity of recall. Notwithstanding the above, when school secretaries are laid off for the summer months, they cannot bump permanent central office personnel for that two (2) month period, but shall be laid off in the reverse order of their seniority by classification. School secretaries who are to be laid off for the summer months shall be notified of same by May 15th of each year.

(b) Bumping Procedures

- (1)
 - (i) An employee who is to be laid off or who is not recalled when a recall occurs, shall be entitled to bump an employee who has less seniority in the employee's preferred school or department covered by this Agreement, provided that the employee retained or recalled in accordance with this procedure has required qualifications and ability to do the work.
 - (ii) The employee who is bumped in accordance with this procedure shall be deemed to have been given notice of layoff with effect from the date that the employee who bumped him was given notice of layoff.
 - (iii) The employee who is bumped from a recall in accordance with this procedure shall be deemed not to have been recalled.
- (2) Any employee who is laid off or bumped in accordance with this Article shall make his intention known to the Employer, with respect to bumping, within five (5) working days of being notified of such by the Employer. Notwithstanding any other provision of this Article an employee shall be given no less than forty-eight (48) hours notice that he/she is to be bumped.

10:08 Advance Notice of Layoff

- (a) Unless legislation is more favourable to the employees, the Employer shall notify employees (excluding temporary employees) who are to be laid off prior to the effective date of layoff as follows:

Permanent employees with less than ten (10) years of service shall receive four (4) weeks notice of layoff. Permanent employees who have completed ten (10) years service but less than fifteen (15) years service shall receive five (5) weeks notice of layoff.

Permanent employees who have completed fifteen (15) years of service but have less than twenty (20) years service, shall receive six (6) weeks notice of layoff.

Permanent employees who are in their twentieth (20) year of service or more shall receive seven (7) weeks notice of layoff.

If the employee has not had the opportunity to work the days as provided in this article, he shall be paid for the days for which work was not made available.

- (b) No permanent employee shall be laid off by virtue of being displaced by a more senior permanent employee without receiving at least forty-eight (48) hours' notice.

Temporary employees, who were not hired for a specified term of employment, shall be notified one (1) week in advance if employed for one (1) month or more, two (2) weeks if employed six (6) months or more. In lieu of notice, the Employer shall pay the employee wages, exclusive of overtime, that he would have earned during the notice period.

10:09 Union Notification

The Union shall be notified of all appointments, hirings, promotions, lay-offs, transfers, recalls, and terminations of employment within the scope of the bargaining unit.

10:10 Seniority Benefits of School Year Employees

Regular school year employees who are employed during the regular school year shall be credited with seniority as if they had worked the full twelve (12) month period and shall be entitled to annual vacation as per this agreement.

10:11 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 which will be completed within the trial period as defined in Article 10:03(b) or such longer period as may be

mutually agreed between the parties. Such employee reverts to his former position if the required qualifications are not met within such time.

10:12 Older Worker Provision

An employee who, through advancing years, is unable to perform his normal duties, shall be provided with alternate suitable employment, if available, and provided they possess the required qualifications. Such employee shall not displace an employee with more seniority.

10:13 Handicapped Worker Provisions

An employee unable through injury or illness to perform his normal duties shall be provided with alternate suitable employment, if available, and provided they possess the required qualifications. Such employee shall not displace an employee with more seniority.

*10:14 Training Course

The Employer shall post all optional in-service training courses for a period of not less than fourteen (14) calendar days. The posting shall contain the name and date of the course and where further information can be obtained. Where an employee applies for posted training and is bypassed by the employer and a less senior employee is trained, the employee shall not be denied the right to bump or to be promoted to a position based only on the fact that the employee has not completed the training.

10:15 Permanent Employees in Temporary Positions

A permanent employee who is laid off subject to Article 10:04 or obtains a temporary position subject to Article 10:06 shall retain his permanent status.

ARTICLE 11: HOURS OF WORK

11:01 (a) Hours of Work

The normal work week for Central Office Staff will consist of five (5) seven hour days, Monday to Friday, i.e. thirty-five (35) hours per week, exclusive of lunch breaks.

For Program Assistants the normal work week will consist of five (5) seven hour days, Monday to Friday, i.e. thirty- five (35) hours per week, exclusive of lunch breaks. The latter is flexible but not to exceed seventy (70) hours in any two week period. Replacement program assistant employees, not utilized for bus duty, may be assigned for a five (5) hour day.

The normal work week for Maintenance Custodians, Custodians and Trades Staff shall consist of five (5) eight hour days, Monday to Friday, i.e. forty (40) hours per week, exclusive of one-half hour lunch breaks.

With the exception of Custodians and Cleaners, the regular work day shall not commence before 7:30 a.m. nor finish later than 5:00 p.m. unless otherwise mutually agreed. No eight (8) hour shift shall be spread over a period longer than nine (9) hours.

In the event it becomes necessary to decrease the total number of hours for Cleaners, the Board shall achieve the decrease through lay-off as outlined in Article 10:07, rather than an across-the-board reduction in the regular hours.

The normal work week for School Secretaries shall be as follows:

- (1) High Schools & All Grade Schools with Enrolments of 300 Students and Over and Primary/Elementary Schools with Enrolments of 500 Students and Over:

One secretary shall work (7) hours per day, five (5) days per week exclusive of lunch breaks, and the additional secretary or secretaries, if hired, shall work five (5) hours per day, five (5) days per week, exclusive of lunch breaks.

- (2) Primary/Elementary Schools with Enrolments of Less than 500 students & High Schools with Enrolments of Less than 300 Students:

All secretaries shall work six (6) hours per day, five (5) days per week, exclusive of lunch breaks.

- (3) Primary/Elementary Schools with Enrolments of Less than 300 students:

All secretaries shall work five (5) hours per day, five (5) days per week, exclusive of lunch breaks.

The Employer agrees to notify employees of any changes in the hours of work assigned for the coming school year as a result of enrolment changes which affect the above formulas, based on the student enrolment from the previous September.

No permanent employee shall be employed for any less than a three (3) hour shift per day.

- (b) Paid Rest

The employees shall be permitted rest periods in an area made available by the Employer as follows:

Shift up to four (4) hours - One fifteen (15) minute break.
Shift between four (4) hours and five (5) hours - One twenty (20) minute break.
Shift between five (5) and eight (8) hours - Two fifteen (15) minute breaks split between the first and second half of the shift.

(c) Split Shifts

No split shifts shall be worked. However, notwithstanding, the Union agrees that the Employer may continue to operate such a split shift system at schools where it presently exists and at others by mutual consent. A split shift system currently exists at St. Agnes, Pouch Cove.

(d) Shift Posting

The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance, as per Article 11:01(a).

(e) Summer Hours

Notwithstanding the above, employees working the maximum hours in each category in 11:01(a) shall, from the day after school closes in June to the day school opens in September, have their hours reduced by one-half (1/2) hour per day without loss of pay or benefits.

ARTICLE 12: OVERTIME

*12:01 Overtime Defined

All time worked beyond regular full time hours on a daily or weekly basis for each classification as outlined in Article 11:01; or on a statutory holiday as outlined in Article 13:01, shall be considered as overtime.

*12:02 Overtime Rates

(a) All time worked beyond regular full time hours on a daily or weekly basis for each classification as outlined in 11:01 shall be paid at the rate of time and one-half. Work performed on any holiday outlined in Article 13:01 shall be compensated for with pay at the rate of time and one-half (1½), in addition to holiday pay. Subject to the above conditions, all overtime worked in excess of three (3) hours per day shall be paid for at the rate of double time.

(b) All time worked by part-time employees in excess of equivalent full-time hours on a daily or weekly basis in accordance with 11:01(a) Hours of Work, shall be considered overtime and shall be paid as per 12:02(a) "Overtime Rates".

12:03 Call Back Guarantee

- (a) An employee who has left his place of work and subsequently is called back to work outside his normal working hours shall be paid a minimum of three (3) hours at the applicable overtime rate provided that the period worked is not contiguous to his scheduled working hours.
- (b) When two or more callbacks occur during an employee's regularly scheduled time off, he shall receive the greater of: (1) the callback guarantee of three (3) hours at overtime rates per callback, or (2) the overtime benefit of time worked as per Article 12.02 "Overtime Rates".
- (c) When prior arrangements are made for caretakers to open and close school facilities, check furnaces, and snowclearing duties, he will be paid a minimum of two (2) hours at overtime rates.
- (d) An employee who has not reported for work and is called in to work prior to the beginning of his/her morning shift shall be paid a minimum of two hours at overtime rates where the time is contiguous with his/her regular morning scheduled hours.

*12:04 Time Off in lieu of Overtime

Instead of cash payment for overtime, permanent employees may choose to receive time off at the appropriate rate and at a mutually agreed time. Each employee option in this respect can only be altered with the mutual consent of both parties. Employees shall also be given the option of payout of all or a portion of their accrued lieu time at the employee's request and with two weeks advance notice. Except where an employee is on layoff, the employer may reduce banked time by paying out up to a maximum of 50% of banked time to employees in October/November of each year.

12:05 Sharing of Overtime

Where possible, overtime and call back time shall be distributed as evenly as practical among employees, first from the same classification in the same school, who are willing and qualified to perform the available work.

12:06 Voluntary Overtime

Overtime work shall be on a voluntary basis.

ARTICLE 13: HOLIDAYS

13:01 a) Paid Holidays

The Employer recognizes the following as paid holidays:

- | | |
|----------------------|----------------------|
| 1. New Year's Day | 9. Regatta Day |
| 2. St. Patrick's Day | 10. Labour Day |
| 3. Good Friday | 11. Thanksgiving Day |
| 4. Easter Monday | 12. Remembrance Day |
| 5. Queen's Birthday | 13. Christmas Eve |
| 6. Discovery Day | 14. Christmas Day |
| 7. Memorial Day | 15. Boxing Day |
| 8. Orangeman's Day | 16. New Year's Eve |

One additional floating holiday to be decided in conjunction with the Employer; any other additional holiday proclaimed by any one of the Provincial, Federal or Municipal Governments.

(b) To Qualify for Paid Holidays

Any employee who is not appointed on a permanent or temporary basis, as per the provisions of Article 10:06 "Vacancies", will be paid a prorated statutory holiday allocation. This allocation will be based on total hours worked times the total available hours of statutory holidays per school year.

Benefit (hours worked * stat hours available)/Total possible annual hours.

The Union and the Employer will meet prior to the start of each school year to ensure that the formula is being applied correctly. The compensation will be paid on a regular bi-weekly basis in accordance with the regular payroll schedule.

13:02 Compensation for Holiday on Scheduled Days Off

When any of the noted holidays are observed on the employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

ARTICLE 14: VACATION

*14:01 Length of Vacations

All employees shall receive an annual vacation with pay in accordance with his/her completed years of service as follows:

Greater than zero (0) but less than nine (9) years 1 1/4 working days per month
Greater than nine (9) but less than eighteen (18) years 1 2/3 working days per month
Eighteen (18) years and over 2 2/25 working days per month

The above calculations to be rounded to the nearest day on an annual basis.

Temporary employees will receive vacation pay on their pay cheques in lieu of an annual vacation.

14:02 Paid Holiday During Vacation

If a paid holiday is observed during an employee's vacation period, he shall be allowed an additional day's paid vacation.

14:03 Vacation Pay on Termination

An employee terminating his employment at any time in his vacation year before he has had his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Notwithstanding the above, upon an employee's death, the estate shall be entitled to the same vacation which he would have earned if he had continued in employment to the end of the vacation year.

14:04 Preference in Vacation

Seniority shall prevail for the purpose of selecting vacation dates subject to operational requirements. The Employer reserves the right to limit the number of employees off at any one time.

14:05 Summer Vacation Schedules

Summer vacation schedules shall be posted by June 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. All requested vacation times must be forwarded to the School Board for correlation not later than May 15th of each year. Vacations shall commence immediately following an employee's regularly scheduled days off.

*14:06 Unbroken Vacation Period

An employee shall be entitled to receive his vacation, based on seniority, during periods when schools are closed in an unbroken period to a maximum of one (1) year's entitlement unless otherwise mutually agreed. Additional vacation credits must be taken by mutual agreement.

14:07 Overtime Vacation Rate

No employee shall be required to work during his scheduled vacation period. However, should an employee agree to work when requested during his scheduled vacation, he shall be paid at the normal overtime rates and that portion of the vacation time deferred.

14:08 Accumulated Annual Leave

- (a) An employee may carry forward from one year to the next any unused annual leave not taken by him in previous years until by so doing he has reached a maximum of one year's entitlement.
- (b) Notwithstanding the above, school year employees may carry forward any unused annual leave, until by doing so they reach a maximum of fifty (50) days. It is understood that this carry forward must be used in the year in which the maximum is reached. This will allow for annual leave to be taken during the summer recess period.
- (c) For the purposes of (a) and (b) above, "year" is defined as September 1 to August 31 of the following year.
- (d) In special circumstances, i.e. being on extended sick leave, Workers' Compensation, or compassionate situations which prevent an employee from taking vacation during that year, the employee may be permitted to carry forward another year's entitlement in addition to those referred to above.

ARTICLE 15: SICK LEAVE

15:01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick, disabled, quarantined because of 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.

15:02 15:02 Annual Paid Sick Leave

- (a) Twenty-four days sick leave per year shall be earned by an employee at the rate of two (2) days for each month an employee is employed. The unused portion of an employee's sick leave shall accrue for his/her future benefits. Temporary employees shall accumulate sick leave credits in the same manner as permanent employees and their sick leave pay per day shall be the normal daily wages they receive.
- (b) Notwithstanding Clause 15:02 (a), an employee hired after May 4, 2004 is eligible to accumulate sick leave at the rate of one (1) day for each month of service.
- (c) The maximum number of days of sick leave which may be awarded to an employee hired after May 4, 2004 during any consecutive twenty (20) year period of service shall not exceed two hundred and forty (240) days.

15:03 Proof of Illness

The Employer may require the employee to produce a certificate from a medical practitioner for an illness in excess of three (3) consecutive working days, certifying that he is unable to carry out his duties due to illness. The Employer has to be notified before shift begins. The Employer has the right to request a medical certificate for aggregate in excess of five (5) occurrences annually and at any time when a pattern seems to be established.

15:04 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off for a period of less than nine (9) months and returns to work upon expiration of such leave of absence, etc., he shall not receive sick leave credit for the period of such absence, but shall retain his accumulative credit, if any, existing at the time of such leave or lay off.

15:05 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.

15:06 Payment of Unused Sick Leave

1) For Employees of Former R. C. School Board St. John's

*(a) All employees of the Bargaining Unit as of December 31, 1984, shall receive upon termination due to death, retirement, disability, lay-off or resignation, payment of all sick leave days accumulated up to that date at the rate of pay effective at the time of termination of employment. Effective January 1, 1985, all current and new employees shall accrue sick leave credits for usage only and they are no longer payable as a pay-out feature.

(b) 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.

2) For Employees of Former Avalon Consolidated School Board

(a) All former employees of the Avalon Consolidated School Board upon termination due to retirement, disability, death, lay-off, or resignation, shall receive 25 per cent to a maximum of forty-five (45) days of accumulated sick leave. This benefit shall not be available to employees who qualify for severance pay under Article 27.01(a). This article shall

apply only to former employees of this group on the seniority list at the ratification date of this agreement.

- (b) 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.

15:07 Sick Leave Records

As soon as practical after the close of each calendar year, each employee may review the sick leave records of the employer to verify that the accumulated sick leave is correct. Any employee is to be advised, on application during regular office hours, of the amount of sick leave accrued to his credit. The Union shall be presented with an updated list of sick leave records within thirty (30) days after year end.

15:08 Illness in the Family

Where no one other than the employee can provide for the needs during illness of an immediate member of his family, an employee shall be entitled, after notifying his superior, to use a maximum of five (5) accumulated sick leave days per illness for this purpose.

15:09 Extension of Sick Leave

Subject to Article 27:01(a) and (b) and the Employer being able to recover monies owing in the event the employee fails to return to work, an employee with more than one (1) year of service who has exhausted his sick leave credits shall be allowed an extension of his sick leave to a maximum of fifteen (15) working days for each serious illness. Upon his return to duty, the employee shall repay the extension of sick leave in full at the rate of one-half of his monthly accumulation. No employee shall have his services terminated by virtue of having exhausted his sick leave credits.

ARTICLE 16: LEAVE OF ABSENCE

*16:01 Negotiation Pay Provision

Representation of the Union for negotiation will not exceed five (5) employees. Those employees shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer. This time shall include a maximum of one (1) working day per negotiating member for preparation of negotiation proposals. The union shall give the employer at least five (5) days written notice of time off required for preparation of negotiation proposals by employees in accordance with this Clause.

16:02 Grievance and Arbitration Pay Provision

- (a) With the prior approval of their Supervisor, representatives of the Union, not to exceed two (2) employees, shall not suffer any loss of pay when required to leave their employment temporarily in connection with grievance or arbitration procedure. Such requests will not be unreasonably requested or denied.
- (b) Article 16:02 (a) shall not apply to witnesses required to appear before a Board of Arbitration. Such witnesses shall not suffer loss of pay or benefits.

16:03 Leave of Absence for Union Functions

- (a) Leave of absence with pay and without loss of seniority shall be granted after reasonable notice to the Employer, to employees elected or appointed to represent the Union at Union Conventions, a total of sixty (60) working days accumulated for the bargaining unit. An additional twenty (20) days shall be granted without pay and without loss of seniority if the above number of days proves to be insufficient. Leave of absence without pay shall be granted subject to the availability of qualified replacement employees at straight time rates where there has been seven (7) calendar days prior request for employees to attend Executive and Committee meetings of C.U.P.E., its affiliated or chartered bodies and any other body with which CUPE is affiliated including Labour Councils, the Newfoundland and Labrador Federation of Labour and any other body. The Union may carry over a maximum of twenty (20) days unused leave under this clause to be used in the second consecutive year coinciding with the Bi-Annual Convention.
- (b) In addition to the above, any member elected to the Provincial Executive of the Canadian Union of Public Employees shall be entitled to leave with pay and without loss of benefits, not to exceed five (5) days in one year, for the purpose of attending meetings.

16:04 Paid Bereavement Leave

An employee shall be entitled to leave not exceeding three (3) consecutive working days with pay at the time of bereavement in case of the death of his mother, father, brother, sister, child, spouse, common-law spouse, mother-in-law, father-in-law, grandmother, grandfather, grandchild, or near relative living in the same household. One (1) working day with pay shall be granted to an employee in case of the death of his sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle, nephew or niece.

If the death of a relative referred to above, where three (3) days have been allotted, occurs outside the province, the employee may be granted leave with pay not exceeding four (4) consecutive working days for the purpose of attending the funeral. Subject to the Employer's approval, special leave with or without pay not exceeding five (5) days may be granted in special circumstances for reasons other than those referred to above.

16:05 Pallbearers Leave

One half (1/2) day's leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

16:06 Maternity Leave/Adoption Leave/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 supervisor two (2) weeks notice of his intention to do so.
- (ii) The employee shall resume his 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, annual leave and severance purposes.
- (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 employees may request copies of job postings be forwarded to them through the School Board Office.

16:07 Paid Jury Or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court including subpoenaed for jury selection, where such duty impacts an employee's ability to report for work. The Employer shall pay such an employee the difference between his normal earnings, exclusive of overtime and the payment he received for jury service or court witness, excluding payments for travelling, meals and other expenses. The employee shall present proof of service and amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate

of pay.

16:08 Time Off for Elections

Employees shall be allowed four (4) consecutive hours before the closing of the polls in any Provincial or Municipal election for the purpose of voting. Employees shall be allowed four (4) consecutive hours before the closing of polls in any Federal election for the purpose of voting.

16:09 Declared State of Emergency

When a state of emergency has been declared by a government authority, an employee shall not lose pay for the period of time during which he was necessarily absent, nor shall he be required to work extra hours without pay to offset time lost. This does not apply when schools are closed by the Director's Office because of storms which could affect the safety of children.

16.10 Storm Conditions

When weather conditions have dictated that schools have been closed by the Director's Office, the members of the Union shall report for work if the District Office is remaining open but shall be permitted to leave work in the event the District Office closes.

When an employee, through no fault of his 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 be required to make up, in any way, for time lost due to not reporting for work. It is expected that employees shall make every reasonable effort to report for work and shall keep the Employer informed of their status.

Notwithstanding the above, employees in the Program Assistant classification shall not be required to report for work, nor shall they suffer any loss of leave thereof.

16:11 (a) General Leave

The Employer may grant leave of absence with pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer.

(b) Unpaid Leave

Subject to operational requirements and availability of qualified replacement staff, where required, the Employer will agree to make provisions in contracts for one (1) month of unpaid leave while granting service credits for seniority purposes, provided that the employee would not have been laid off during the period of unpaid leave.

*(c) Extended Unpaid Leave

Upon written request, a permanent employee who has completed ten (10) years of service shall be granted unpaid leave to a maximum of eighteen (18) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid-off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks. An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside a bargaining unit. An employee shall only be eligible to reapply for leave under this provision after returning to work and accruing an additional five (5) years of service.

(d) Education Leave

Subject to operational requirements and availability of qualified replacement staff, an employee shall be granted unpaid educational leave of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement, except for seniority. The request shall be in writing and approved by the Employer.

(e) Leave of Absence for Full Time Union or Public Duties

- (i) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, of the Employee the Employer shall 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.
- (ii) 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.
- (iii) An Employee who is elected or selected for a full-time position with the Union, or an affiliated organization shall be granted unpaid leave of absence without loss of accrued seniority or benefits for a period of up to two (2) years. Such leave shall, subject to operational requirements, be renewed upon written request to the Employer one (1) month prior to any renewed term of office.

16:12 Family/Home Responsibility Leave

Employees shall be allowed leave of absence with pay and without loss of seniority and

benefits for the following reasons:

<u>Reason</u>	<u>Leave of Absence</u>
Marriage of employee's child	The day of the wedding
Birth or adoption of employee's child	One (1) day
Serious fire or flood in employee's home	Up to two (2) days
Moving employee's household	Maximum of one (1) day per year (the day of the move)
Employee's marriage	The day of the wedding
Post-Secondary Graduation of Employee's Child	The day of the graduation

16:13 Change of Leave

- (a) An employee who qualifies for sick leave under Article 15, while on vacation may change the status of his leave to sick leave, if the illness is in excess of three (3) days, subject to the employee providing a medical certificate. The remainder of his vacation shall be taken at a time to be mutually agreed.
- (b) In the case of an employee who is admitted to hospital while on annual leave, he may change the status of his leave to sick leave with effect from the date he was admitted to hospital. The remaining annual leave shall be taken at a time to be mutually agreed.
- (c) An employee who, while on vacation, qualifies for bereavement leave shall be granted bereavement leave and be credited the appropriate number of days to vacation leave, to be taken at a time to be mutually agreed.

16:14 Paid Education Leave

With prior approval, an employee may be awarded education leave as follows:

- (a) Where required, an employee may enroll in advanced or supplementary courses of professional or technical training, and may be awarded leave with pay under such terms and conditions as agreed upon between the parties.
- (b) At an employee's request, education leave may be awarded to an employee to enable him to participate in courses of training either within or outside the Province. The

duration of and the rates of pay for such leave shall be subject to such terms and conditions as agreed upon prior to him attending such course. If an employee's application for approval is denied, the employee shall be given the reason in writing.

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

*16:15 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) days leave under this Article only once during their career.

ARTICLE 17:
PAYMENT OF WAGES AND ALLOWANCES

*17:01 Pay Days

- (a) The Employer shall pay salaries and wages in accordance with schedules attached hereto and forming part of this Agreement. All payroll payments to employees shall be made through direct deposit.
- (b) Payment of Salary and Wages shall be on a Bi-weekly basis.

*17:02 Equal Pay for Equal Work

The principle of equal pay for work of equal value shall apply regardless of gender.

17:03 Pay on Temporary Transfers, Higher and Lower Rated Jobs

- a. When an employee is temporarily assigned to relieve in or perform the principle duties of a higher paying position, the employee shall receive the rate for the job.
- b. When an employee is temporarily assigned to a position paying a lower rate, the employee's rate shall not be reduced.

17:04 Mileage Vehicle Allowance:

- (a) When, in the course of his duty, an employee is required to travel on the Employer's business, transportation shall be provided by the Employer, or with the approval of the Employer, he may be permitted to use his own vehicle and be reimbursed at the applicable Provincial Treasury Board rates per kilometre.

Employees have the right to refuse to utilize their own cars for Employer business. Reimbursement to the employee shall be at the end of the following month. Employees using their private automobiles must provide proof of business insurance to the Board which shall be paid by the Employer

- (b) Payment for the use of private vehicles on the Employer's business shall be limited to the mileage rate specified herein.
- (c) Where the Employer and the employee agree that the employee will make his vehicle available for Board use as a condition of employment, the employee shall be reimbursed as follows:

<u>Effective Date</u>	<u>Per KM</u>	<u>Annual Limit</u>
2004 05 04	45.4¢	first 9,000 km
2004 05 04	31.5¢	in excess of 9,000 km

Note: Employees who receive the above rates are not entitled to the rates set out in 17.04(a)

- (d) For the purpose of programme assistants, their place of employment shall be at the location of the classroom. Mileage shall be estimated from the classroom locale to the location of staff pickup by the bus.
- (e) Mileage reimbursement for any trades people who provide their own transportation will be paid based on the differential between the employees' home and the worksite and the employees' home and the employees' permanent worksite.

ARTICLE 18: WELFARE BENEFITS

***18:01 Workers' Compensation Pay Supplement**

- (a) An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by Workplace Health, Safety and Compensation Board as compensable within the meaning of the Workers' Compensation Act, shall receive compensation in accordance with the applicable legislation.
- (b) While off waiting for the approval of a claim submitted to the Workplace Health, safety and Compensation Commission an employee will continue to receive his/her

pay at the salary level calculated as if the claim was approved providing the Employer is holding sufficient assets of the employee. Should the Compensation Commission claim be denied from the Workplace Health, Safety and Compensation Commission, the Employer shall recover the monies paid out through deduction from the employee's sick leave bank. In the event this bank has been depleted, the Employer may recover this amount through any outstanding payment due to the employee.

- (c) It is understood and agreed by the parties to this Collective Agreement that an employee retains and continues to accumulate sick leave credits while off work and in receipt of benefits other than EEL from the Workplace Health, Safety and Compensation Commission.
- (d) It is understood and agreed by the parties to this Collective Agreement that an employee retains and continues to accumulate annual vacation credits and shall have the right to carry forward one (1) year's vacation entitlement from one year to the next while off work and in receipt of benefits from the Workplace Health, Safety and Compensation Commission other than extended earnings loss.
- (e) It is understood and agreed by the parties to this Collective Agreement that an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission after the date of signing of this agreement shall no longer accumulate benefits under this agreement but shall have 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.

ARTICLE 19: GENERAL CONDITIONS

19:01 Proper Accommodation and Parking Facilities

Proper accommodations shall be provided where possible for employees to have their meals. The Employer shall also endeavour to provide adequate parking facilities for its employees.

19:02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of Union meetings. Such other notices as may be of interest to the employees may be posted upon prior approval of the Employer.

19:03 Plural or Feminine Terms May Apply

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 or the party or parties here do so require.

*19:04 Tools and Equipment

- (a) The Employer shall supply employees with the tools required for them to do their jobs.

Each employee shall keep his/her equipment in good condition and shall replace any lost item or items with a similar brand name product.

Worn or broken equipment may be replaced by the Employer upon receipt of the item needing replacement. The tools are the property of the Employer and are charged to the employee. Upon separation, an employee must return the tools or the cost thereof shall be deducted from his earnings. Each employee must sign for the tools issued to him.

- (b) Protection for Tools and Equipment

Where reasonable care and caution has been exercised on the part of the employee, the Employer shall assume responsibility for all tools and equipment either privately or Board owned which have been secured on Board property.

19:05 General Conditions

Maintenance Custodian II and Maintenance Custodian III employees entrusted with duties at the heating plant in Holy Heart High School shall perform their assorted duties in conformity with the Public Safety Act (Boiler Pressure Vessel and Compressed Gas Regulations - Section 10). This will specifically apply to Holy Heart High School which has been designated as having a guarded plant status.

ARTICLE 20: CHANGES IN AGREEMENT

20:01 Changes in Agreement

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

ARTICLE 21: STRIKES AND LOCKOUTS

21:01 Strikes and Lockouts

The Employer on the one hand, the Union on the other hand, agree that there shall be no strikes and no lockouts during the term of this Agreement. Both parties further agree that in the event of third party labour disputes affecting the Employer's place of business, that employees of this bargaining unit have a contractual obligation to report for work unless

physically prohibited from doing so, or unless they express reasonable fears of injury or reprisals against their person or property. In such an event, failure to cross such a picket line by a member of this Bargaining Unit, shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

21:02 Legislation and Collective Agreements

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

ARTICLE 22: CONTRACTING OUT

22:01 Contracting Out

Work normally done by the Bargaining Unit shall not be contracted out in such a manner as to cause layoff or loss of present benefits of employees in the Bargaining Unit.

ARTICLE 23:
LABOUR MANAGEMENT CO-OPERATION COMMITTEE

*23:01 Labour Management Committee

- (a) There shall be a joint Employee-Management Committee of not more than six (6) persons composed of an equal number of representatives of the Union and the Employer.

The purpose of this Committee is to meet and confer on matters of mutual interest which are not properly the subject matter of a grievance or negotiation.

- (b) The Union's representatives shall be selected by the Union and the Employer shall be duly notified in writing as to their names.

- *(c) The Committee shall meet if and when the need arises or at the request of either party, but at least twice a year. Representatives of the Union shall not suffer any loss of pay as a result of attending meetings of this Committee during working hours.

- (d) The meetings of the Committee shall be chaired by the Employer's representative and the Vice-Chairman will be selected by the Union. Requests for additional meetings may be made by either party by giving five (5) days notice.

ARTICLE 24:
PENSIONS, GROUP LIFE AND HEALTH BENEFITS

24:01 Pensions, Group Life and Health Benefits

The Employer agrees that the Group Life, Health and Dental Insurance coverage presently in effect shall remain as is unless otherwise mutually agreed by the Union and the Employer. Such plans are to be cost shared on a 50-50 basis between the Employee and the Board.

The Employer also agrees that the Public Service Pension Plan currently enjoyed by the employees shall remain in effect unless otherwise mutually agreed by the Union and the Employer. The Board also agrees that the total buy-back costs accrued between January 1, 1976 and November 30, 1977, inclusive shall be borne by the Employer.

ARTICLE 25:
JOB CLASSIFICATION AND RECLASSIFICATION

25:01 Job Description

The Employer and the Union agree that the current job descriptions shall remain in effect unless otherwise mutually agreed. All new classifications shall have job descriptions drawn up by the Employer and presented to the Union before hiring. These specifications shall become the recognized job descriptions unless the Union presents written objection within sixty (60) days.

*25:02 Classification & Reclassification Appeal Procedures

The Eastern School Board and Canadian Union of Public Employees hereby confirm the right of any employee to appeal his classification at any time.

When an employee feels that he/she has been incorrectly classified, he/she may appeal his/her classification to the Director of Education for consideration by the Classification and Pay Division of The public Service Secretariat. Notwithstanding the above, the employee may submit a request for reclassification directly to the Compensation and Classification Division.

ARTICLE 26: PROTECTIVE CLOTHING

*26:01 Protective Clothing

The Employer shall provide protective clothing for those employees required to perform various types of work (painting, furnace repairs, etc.) required by the Employer in the following classifications:

Trades Staff (Electrician, Plumber, Burner Mechanic, Carpenter, Labourer), Maintenance Custodians and Custodians: CSA Safety Boots (outdoor or indoor), Coveralls, Raingear

Program Assistants: Raingear, Lab Coats, CSA approved indoor or outdoor safety footwear.

Cleaner I's: Smocks, CSA approved indoor safety footwear

The above shall apply to permanent employees only.

In order to qualify for reissue of protective clothing, the previously issued or contributed to item must be returned prior to replacement.

Disputes which arise regarding eligibility for protective clothing shall be settled by the grievance/arbitration procedure.

26:02 Standardized Uniforms

The Employer shall cost share on a 50/50 basis the provision of standardized uniforms for the following classifications, which shall be crested with the Eastern School Board and CUPE Local 1560 logo: Maintenance Custodians, Custodians, Cleaners and Trades Shop Personnel.

Employees shall be fitted for the prescribed uniform for the opening of each school year at a supplier identified by the School Board. Uniforms to include two (2) pairs of pants and three (3) shirts each for permanent employees, and one (1) pair of pants and one (1) shirt for temporary employees.

The prescribed uniform shall be fitted accordingly.

Uniforms must be worn by all employees in the above classifications and remain their responsibility.

ARTICLE 27: SEVERANCE PAY

27:01 *(a) Severance Pay

An employee who has nine (9) or more years accumulated 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 accumulated employment by his weekly salary to a maximum of Twenty (20) weeks pay. All employees who have been subjected to an Employer initiated reduction in working hours shall have their pre-reduced years protected at the higher rate of pay and the greater number of hours.

*(b) Redundancy Pay

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 accumulated service since the last date of employment, as per the attached Schedule "A". 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 shall be required to pay back part of the 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.

ARTICLE 28: HEALTH AND SAFETY

28:01 Co-operation on Safety

The Union and the Employer shall comply with all relevant legislation and cooperate in improving rules and practices which will provide adequate protection to employees engaged in hazardous work.

28:02 Union Employer Safety Committee

The parties agree to the establishment of an Occupational Health and Safety oversight committee composed of three (3) representatives appointed by the Employer, and three (3) representatives appointed by the Union. The committee shall meet quarterly to review matters of immediate concern or issues which are recurring in a work location(s) and which the site OH&S committee has failed to resolve.

28:03 Safety Committee Pay Provisions

The Health and Safety Committee shall hold meetings at least every three (3) months. Additional meetings may be requested by either party to deal with any 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.

28:04 Safety Measures

Employees working in any unsanitary or dangerous jobs as defined by the Safety and Health Committee shall be supplied with the necessary tools, safety equipment and protective clothing.

28:05 No Disciplinary Action

No employees shall be disciplined for refusal to work on a job or to operate any equipment which is unsafe or deemed unsafe by the Union Employer Safety Committee.

28:06 Accident Notification

The Safety and Health Committee shall be notified of each accident or injury and shall investigate and report to the Union and the Employer as soon as possible on the nature and cause of the accident or injury.

28:07 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 regular rate of pay, without deduction from sick leave, unless a doctor or nurse stated that the employee is fit for further work on that shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

28:08 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer, if not otherwise covered.

28:09 First Aid Kits

A First Aid Kit shall be supplied by the Employer and be accessible to all employees.

28:10 First Aid Instruction

The Employer agrees to the implementation of a first aid program offered by a certified agency as dictated by the Provincial Occupational Health and Safety Act to provide courses for members of the bargaining unit to enable a number of employees in various departments and schools to obtain first aid instruction and training. Time spent attending such courses shall be considered as time worked at a mutually agreed time and place.

28:11 Alcoholism and Drug Dependency

The Union and the Employer shall cooperate 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.

The Union and the Employer may cooperate 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 dependency is established.

*28:12 Early and Safe Return To Work

The Employer and the Union agree to cooperate on Early and Safe Return to Work initiatives in accordance with the Workplace, Health Safety and Compensation Act. Any employee in an Early and Safe Return to Work initiative or who has a concern with work place safety may involve a Union Representative in related meetings, and the Employer will inform such employees of this right.

ARTICLE 29: COST OF PRINTING

29:01 Cost of Printing

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and obligations under it. For this reason, each shall pay 50% of the cost of printing sufficient copies of the Agreement within thirty (30) days of signing.

ARTICLE 30: RETROACTIVITY

30:01 Retroactivity

All changes in the new Agreement shall be adjusted retroactively unless otherwise specified. An employee who has severed his employment between the termination of this Agreement and the effective date of the new Agreement shall, upon the employee's application, receive the full retroactivity of any increase in wages, salaries, and other benefits, to the extent that such employee is not indebted to the Board.

ARTICLE 31: TECHNICAL INFORMATION

31:01 Technical Information

The Employer shall make available to the Union, on request, information required by the Union such as new positions in the bargaining unit, job descriptions, job classifications and wage rates.

ARTICLE 32: SEXUAL AND PERSONAL HARASSMENT

32:01 (a) Both the Employer and the Union are committed to maintaining an environment in which harassment does not exist.

(b) The Employer and the Union recognize the right of employees to work in an environment free from harassment and the parties shall undertake to investigate alleged occurrences. If harassment of a bargaining unit member takes place, the

Employer shall take appropriate action to ensure that the harassment ceases. The victim shall be protected from repercussions which may result from the complaint.

(c) The parties will use the Human Rights Code as a guide to establish harassment.

ARTICLE 33:
AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION

33:01 Amalgamation 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 vacations with pay, sick leave credits and other benefits shall be recognized by the new Employer.
3. All works and services presently performed by the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
4. Conditions of employment and wage rates for the new Employer shall be equal to the provisions of this agreement.
5. No employees shall suffer loss of employment as a result of merger.
- *6. In the event of layoffs or redundancies resulting from the merger or amalgamation preference in location of employment in the merged Employer shall be on the basis of seniority, provided that the employee meets the qualifications for the position.

ARTICLE 34: ENTIRE AGREEMENT

34:01 This Agreement is the entire Agreement of the parties hereto, terminating all prior agreements and practices with respect to the matters specifically referred to herein.

ARTICLE 35: DEFINITIONS

- *35.01 "Assistant Director of Education" means the Assistant Director of Education with a School Board who may be designated as either Assistant Director – Human Resources or Assistant Director - Finance but with specific responsibilities for bargaining unit employees.
- *35.02 "Classification" means the identification of a position by reference to a class title.
- *35.03 "Employer" means the Eastern School Board which is party to this Agreement and such persons authorized to act on its behalf.

THIS AGREEMENT shall be binding and remain in effect as of April 1, 2008 to the 31st day of March, 2012 inclusive and shall continue from year to year thereafter unless either party to this Agreement, may within the seven-month period immediately prior to the expiration of this Agreement, issue notice to the other party of its desire to terminate or amend the Agreement.

Date of signing August __, 2008.

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1560; SIGNED BY:

Ed White
National Representative

Derrick Barrett
President CUPE 1560

Brian Clancy
Bargaining Committee 1560

Sam Kelly
Witness

Wayne Lucas
Witness

Dennis McDonald
Witness

THE EASTERN SCHOOL BOARD; SIGNED BY:

Milton Peach
Chairperson
Eastern School Board

Darrin Pike
Director of Education
Eastern School Board

Eric Snow
Assistant Director of Education
Finance & Administration
Eastern School Board

Mary Barron
Director of Human Resources

Thomas W. Marshall, Q.C.
Minister of Finance &
President of Treasury Board

Brian Miller
Chief Negotiator

SCHEDULE 'A'

NUMBER OF WEEKS PAY IN LIEU OF NOTICE

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

December 15, 1995

Schedule "B"

A. 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 preceding 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.

B. Red Circled Employees

- a) Employees whose regular salary rate exceeds the maximum of the new salary scale for the respective SB level shall receive a cash 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 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.

SCHEDULE "C"

Effective April 1, 2008:

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

version.

SB-28	20.22	21.30	22.40
SB-29	20.75	21.87	23.04
SB-30	21.31	22.51	23.67
SB-31	22.12	23.33	24.58
SB-32	22.82	24.11	25.37
SB-33	23.57	24.87	26.22
SB-34	24.36	25.73	27.13
SB-35	25.24	26.71	28.16
SB-36	26.22	27.75	29.25
SB-37	27.15	28.73	30.33
SB-38	28.13	29.76	31.38
SB-39	29.08	30.80	32.54
SB-40	30.01	31.82	33.58

▶ version.

This is not

Effective April 1, 2009:

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

▶ **version.**

SB-28	21.03	22.15	23.30
SB-29	21.58	22.74	23.96
SB-30	22.16	23.41	24.62
SB-31	23.00	24.26	25.56
SB-32	23.73	25.07	26.38
SB-33	24.51	25.86	27.27
SB-34	25.33	26.76	28.22
SB-35	26.25	27.78	29.29
SB-36	27.27	28.86	30.42
SB-37	28.24	29.88	31.54
SB-38	29.26	30.95	32.64
SB-39	30.24	32.03	33.84
SB-40	31.21	33.09	34.92

▶ version.

This is not

Effective April 1, 2010:

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

version.

SB-28	21.87	23.04	24.23
SB-29	22.44	23.65	24.92
SB-30	23.05	24.35	25.60
SB-31	23.92	25.23	26.58
SB-32	24.68	26.07	27.44
SB-33	25.49	26.89	28.36
SB-34	26.34	27.83	29.35
SB-35	27.30	28.89	30.46
SB-36	28.36	30.01	31.64
SB-37	29.37	31.08	32.80
SB-38	30.43	32.19	33.95
SB-39	31.45	33.31	35.19
SB-40	32.46	34.41	36.32

▶ version.

This is not

Effective April 1, 2011:

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

▶ version.

SB-28	22.74	23.96	25.20
SB-29	23.34	24.60	25.92
SB-30	23.97	25.32	26.62
SB-31	24.88	26.24	27.64
SB-32	25.67	27.11	28.54
SB-33	26.51	27.97	29.49
SB-34	27.39	28.94	30.52
SB-35	28.39	30.05	31.68
SB-36	29.49	31.21	32.91
SB-37	30.54	32.32	34.11
SB-38	31.65	33.48	35.31
SB-39	32.71	34.64	36.60
SB-40	33.76	35.79	37.77

▶ version.

This is no

SCHEDULE "D"

Classification Determinations

School Board Title	Treasury Board Title Classification	
1. Accounting Clerk	Accounting Clerk II	SB24
2. Accounts Payable Clerk	Accounting Clerk I	SB21
3. Administrative Assistant		SB25
4. Budget Analyst		SB31
5. Cleaner		SB19
6. Custodian	Custodial Worker	SB15
7. Maintenance Custodian I	Maintenance Repairer	SB18
8. Maintenance Custodian II	Trades Worker I	SB24
9. Maintenance Custodian III	Trades Worker II	SB26
10. Carpenter	Trades Worker I	SB24
11. Lead Hand		SB24
12. LAN Administrator	LAN Administrator	SB38
13. Payroll Clerk	Payroll Clerk II	SB26
14. Plumber	Trades Worker II	SB26
15. Painter		SB18
16. Electrician	Trades Worker II	SB26
17. Labourer	Labourer I	SB14
18. Mechanical Technician	Automotive Technician	SB24
19. Program Assistant		SB14
20. Curriculum Clerk	Clerk III	SB22
21. Personnel Clerk	Clerk III	SB22
22. Maintenance Clerk	Clerk III	SB22
23. Van Driver	Equipment Operator I	SB16
24. Switchboard Clerk	Switchboard Operator II	SB20
25. School Secretary	Clerk Typist III	SB24
26. Computer Support Technician	Computer Support Technician	SB28
27. Computer Support Specialist	Computer Support Specialist	SB34

SCHEDULE "E"

Salary Increases

The following increases shall be added to the March 31, 2008 SB salary scales.

April 1, 2008 - 8%

April 1, 2009 - 4%

April 1, 2010 - 4 %

April 1, 2011 - 4%

This is not the official version.

LETTER OF UNDERSTANDING - 1

January 28, 1998

Mr. Brian Farewell
Canadian Union of Public Employee
P. O. Box 13337
Station A
St. John's, Newfoundland
A1B 4B7

Dear Mr. Farewell:

When the schools under the jurisdiction of the Avalon East School Board are closed on St. George's Day, the holiday will be extended to include the members of Canadian Union of Public Employees.

It is agreed also, that if the schools under this Board's jurisdiction are not closed on St. George's Day, the School Board will not be obliged to offer another holiday in lieu of same.

Sincerely,

ROGER C. LESTER
Assistant Director
of Finance and Administration

LETTER OF UNDERSTANDING - 2

March 31, 1998

Mr. Roger Lester
Assistant Director – Finance & Administration
Avalon East School Board
Suite 601, Atlantic Place
215 Water Street
St. John's, NF
A1C 6C9

Dear Mr. Lester:

The Employer accepts the concept of portability to the extent of its limitations as follows:

Employees who are accepted for employment with another or the same School Board within one hundred and twenty (120) calendar days of resignation shall retain portability respecting:

- (1) accumulated sick leave credits;
- (2) accumulated annual leave entitlements; and
- (3) service for severance pay

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

Yours truly,

Brian Farewell,
Chief Negotiator – CUPE Local 1560

LETTER OF UNDERSTANDING - 3

March 31, 1998

Mr. Roger Lester
Assistant Director - Finance & Administration
Avalon East School Board
Suite 601, Atlantic Place
215 Water Street
St. John's, NF
A1C 6C9

Dear Mr. Lester:

This is to confirm a verbal agreement reached during the course of negotiations concerning selected school secretaries remaining in their schools for short periods of time beyond the regular lay-off date.

The Union agrees that in such situations the incumbent secretary will remain at her school for this interim period without having the job posted through the vacancy clause. This will not apply however for other longer summer work requirements, such as summer school, in which case the job will be posted and awarded on a seniority basis.

Yours truly,

Brian Farewell,
Chief Negotiator - CUPE Local 1560

LETTER OF UNDERSTANDING - 4

March 31, 1998

Mr. Roger Lester
Assistant Director - Finance & Administration
Avalon East School Board
Suite 601, Atlantic Place
215 Water Street
St. John's, NF
A1C 6C9

Dear Mr. Lester:

This is to confirm an agreement reached during the course of negotiations concerning the required use of their vehicle for four computer technician employees.

It is agreed by the Union that, notwithstanding the provisions of Article 17:04 " Mileage and Vehicle Allowance ", the four (4) computer technician employees recently included into the bargaining unit shall continue to provide the use of their own vehicle as a condition of employment. This is consistent with their previous arrangement as former management employees. These individuals shall receive the allowances as outlined in the collective agreement for the utilization of their own vehicles.

Yours truly,

Brian Farewell,
Chief Negotiator - CUPE Local 1560.

LETTER OF UNDERSTANDING – 5

May 14, 1998

Mr. Brian Farewell
President
CUPE Local 1560
P. O. Box 13337, Stn. 'A'
St. John's, NF
A1B 4B7

Dear Mr. Farewell:

This letter is to confirm our understanding of the implementation of the Red Circling provisions of the newly agreed Collective Agreement.

The categories of Red Circling will be broken down into three areas:

1. Voluntary movement to a lower classification – In this situation where an employee applies for and is successful in obtaining a lower classification, the red-circled employee will move to the Government Scale for that position and be placed on the appropriate step according to his seniority.
2. A voluntary lateral move to the same classification – This applies to an employee who applies for a job in another facility or school of the same classification and is successful in moving to that classification. The employee will carry the rate with them and proceed through the Red Circling in the same fashion as if they had stayed in their own school or facility.
3. A voluntary promotion to a higher classification – In the event that an employee applies for a position with a higher classification, he will be placed on the scale at the pre-red circled step closest to and above the rate at which he is currently at in the lower job. The scale will be determined by the range of pay rates the Board has for each classification. If the rate is above the top of the Government scale, the employee is placed at the closest step and shall remain there until the Government scale reaches that level.

The situation which involves bumping under the three circumstances as listed above will be handled in a similar fashion:

1. When a person bumps down to a lower classification upon layoff, school closure, etc., he will go to the rate for that position which has been red circled.
2. If an employee bumps a lower seniority employee, in the same classification at a different facility, it will be treated the same as a lateral transfer and the employee would maintain the same rate of pay and continue on through the Red Circling process as per the Agreement.
3. Where an employee is successful in bumping upwards to a higher classification, he will be treated the same as a voluntary promotion to a higher classification.

Yours truly,

Roger C. Lester
Assistant Director – Finance & Administration,
Avalon East School Board

LETTER OF UNDERSTANDING - 6

April 1, 2001

Mr. Roger Lester
Assistant Director - Finance & Admin.
Avalon East School Board
Suite 601, Atlantic Place
215 Water Street
St. John's, Newfoundland
A1C 6C9

Dear Mr. Lester:

This is to confirm an agreement reached during the course of negotiations concerning the allocation of secretarial and cleaning hours in our schools as it relates to the new collective agreement.

It is understood by the Union that a consultation group representing the Union and the Employer will discuss any changes to the allocation of hours and positions of secretarial and cleaning positions prior to implementation. The Union recognizes the Employer's right to eventually make decisions in this regard within the context of the collective agreement.

Yours truly,

Wayne Lucas
President - CUPE Local 1560

LETTER OF UNDERSTANDING - 7

May 14, 1998

Mr. Wayne Lucas
President
CUPE Local 1560
P.O. Box 13337, Stn. A
St. John's, NF
A1B 4B7

Dear Mr. Lucas:

This is to confirm my understanding that the position description of Painter will be developed and forwarded on to Classification and Pay for classification.

With regard to this, it is understood that this position will not impact on the responsibilities of the Maintenance Custodial and Custodial positions for painting and plastering as required as part of this job description.

Also, the scope of the Painter position will be written so as to be used only when the scope of work required is beyond that which would normally be expected from the Maintenance Personnel, e.g., plastering of an entire classroom, etc.

Yours truly,

Roger C. Lester,
Assistant Director - Finance & Administration,
Avalon East School Board.

LETTER OF UNDERSTANDING – 8

April 1, 2001

Mr. Wayne Lucas
President
CUPE Local 1560
P. O. Box 13337, Stn. A
St. John's NF
A1B 4B7

Dear Mr. Lucas:

This is to confirm our understanding of the status of three carpenters presently utilized on capital projects (Wayne Lucas, Sam Kelly, and Tommy Janes).

These three carpenters will retain their permanent carpenter status and any previous bumping that may have been initiated on paper by these three individuals will be rescinded.

The above noted employees will be assigned to capital projects as determined by the School Board. If there is no capital project available, these employees will be assigned trades related duties as well as maintenance custodian duties in schools as determined by the Board. The rate of pay during these short term assignments will be at the employees' existing rates as covered by Article 17.03 of the collective agreement.

The School Board reserves the right to request the employees to change their shift schedule, after giving notice as per Article 11:01(d) to meet operational requirements in an effort to ensure the availability of capital projects without disruption to the schools.

These employees will provide their own transportation to and from each work site with the exception of the following schools: St. Bernard's, St. Patrick's, Mobile High, Baltimore School, Stella Maris, Holy Redeemer, St. Kevin's Elementary, St. Kevin's High, Goulds Elementary, Topsail Elementary, St. Thomas of Villa Nova (Manuels), Holy Spirit, St. George's, Frank Roberts, Queen Elizabeth, St. Edwards, Upper Gullies Elementary, Beachy Cove Elementary, St. Agnes, Pouch Cove Elementary, Holy Trinity Elementary, Holy Trinity High, and St. Francis of Assisi and all schools on Bell Island.

All other displaced or temporary trades employees will provide their own transportation to and from all work sites.

It is further understood that these employees will not be expected to provide their own transportation to more than one work site per day. Where material and equipment is necessary for the project, it will be delivered.

.../2

Mileage reimbursement for any trades employee who provides their own transportation will be paid based on the differential between the employees' home and the work site and the employees' home and the employees' permanent worksite.

Severance pay for all three carpenters and the four previous carpenters (B. Miller, D. Clancey, D. Skinner, P. Halliday) shall be protected at their rate of pay as carpenters.

Yours truly,

Roger Lester, B. Comm., MBA
Assistant Director – Finance and Administration,

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.

This is not the official version.

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 - 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 1st 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 Atlantic Blue Cross Care Plan shall be continued for the full twelve (12) month period commencing April 1st 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.

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.

EAP

Employees covered by CUPE Master School Board and CUPE 1560 collective agreements may access Employee Assistance Program (EAP) 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.