



**STUDENT ASSISTANTS  
COLLECTIVE AGREEMENT**

*between*

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

**THE NEWFOUNDLAND AND LABRADOR SCHOOL  
BOARDS ASSOCIATION**

*and*

**THE NEWFOUNDLAND AND LABRADOR ASSOCIATION  
OF PUBLIC AND PRIVATE EMPLOYEES**

**Expires: March 31, 2012**

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**This is not the official version.**

**THIS AGREEMENT** made this      day of Anno Domini, Two Thousand and Nine

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND**  
(represented herein by Treasury Board)

**THE NEWFOUNDLAND AND LABRADOR SCHOOL BOARDS ASSOCIATION**  
representing the five School Boards identified in Schedule D

of the one part

**AND**

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

of the other part.

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

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## ARTICLE 1

### PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union and to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.

#### 1.02 Effects of Legislation

- (a) In the event that any future legislation renders null and void any provision of this Agreement, the remaining provisions shall remain in effect during the term of this Agreement.
- (b) The Employer agrees to advise the Union within thirty (30) days of receiving written notification from Government of the introduction of amendments to, repeal of or revisions to the Public Service Collective Bargaining Act, which would affect the terms and conditions of employment of employees covered by this Agreement.

#### 1.03 Employers Rules, Regulations and Policies

In the event that there is a conflict between the context of this Agreement and any regulation or policy made by the Employer, this Agreement shall take precedence over the said regulation or policy.

#### 1.04 Pronoun Usage

Wherever the singular or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

#### 1.05 Definitions

- (a) "Association" means the Newfoundland and Labrador Association of Public and Private Employees with its headquarters in St. John's, Newfoundland.
- (b) "Bargaining Unit" means the bargaining unit recognized in the Certification Order.
- (c) "Classification" means the identification of a position by a reference to a class title and pay range number.

- (d) "Date of hire" means the first day worked as either a temporary, permanent or permanent part-time employee.
- (e) "Day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of his/her position other than:
  - (i) a designated holiday;
  - (ii) a calendar day on which the employee is on leave of absence.
- (f) "Day" means a working day unless otherwise stipulated in this Agreement.
- (g) "Employee" or "Employees" where used, is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit.
- (h) "Employer" means a School Board established under *The Schools Act 1997* of the Province of Newfoundland and Labrador with whom the employee is employed.
- (i) "Grievance" means a dispute arising out of the interpretation, application, administration, or alleged violation of the terms of this Agreement.
- (j) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours and ending at 2400 hours on a calendar day designated as a holiday in this Agreement.
- \* (k) "Layoff" means a temporary cessation of employment due to (i) lack of work, (ii) abolition of a permanent or a permanent part-time position or, (iii) a reduction in the hours of work.
- (l) "Leave of absence" means absence from duty with the permission of the Employer.
- (m) "Month of service" means a calendar month in which an employee is in receipt of a full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.
- (n) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (o) "Overtime" means work performed by an employee in excess of the scheduled work week or work day as outlined in Clause 15.01.

- (p) "Permanent employee" means a person who has completed his/her probationary period and is employed on a full-time basis without reference to any specific date of termination of service.
- (q) "Permanent part-time employee" means a person who has completed his/her probationary period and who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week of the School concerned.
- (r) "Probationary employee" means a person who is employed but who has worked less than the prescribed probationary period.
- (s) "Reclassification" means any change in the current classification of an existing position.
- (t) "Service" means any period of employment dating from the last entry into employment with the Employer in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year unless otherwise specified in this Agreement.
- (u) "Sick leave" means a period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- (v) "Temporary employee" means a person who is employed for a specific period for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work. Such a layoff shall not activate the bumping process for these employees except as outlined in Clause 14.02 (c).
- (w) "Vacancy" means an opening in a permanent, or a permanent part-time position which (i) the Employer decides to fill, and (ii) is in excess of eight (8) weeks in duration.
- (x) "Week" means a period of seven (7) consecutive calendar days beginning at 0001 hours Sunday morning and ending at 2400 on the following Saturday night.
- (y) "Year" means the established school year.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

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

## **ARTICLE 3**

### **RECOGNITION**

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for the class of employees listed in Schedule "A".

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

3.03 **Work of the Bargaining Unit**

- (a) Subject to 3.03 (b), the Employer and the Union recognize the existence of Employment Opportunity Program personnel and volunteers in the workplace. However, Management and excluded personnel shall not normally work on any jobs which are included in the bargaining unit except for the purpose of employee training, employee instruction or employee experimenting, reviewing an employee's performance, in the case of emergencies or when regular employees are not available.

Because of the nature of the work, school administrators, teachers, and health care officials are expected to perform duties similar to those assigned to bargaining unit employees.

- \*(b) The Employer agrees that no bargaining unit employee who provides a service to a School Board shall suffer a reduction in the hours of work, pay or benefits as a result of work performed by individuals working for that board as (1) volunteers; (2) working on projects funded by charitable organizations; and (3) working as on-the-job trainees from totally publicly funded institutions. All trainees from these institutions shall be placed by the School Board and shall work in conjunction with the schedule of the Student Assistant(s) assigned to work with the trainee.

- (c) In accordance with 3.03 (b) above, the Employer further agrees that no employee

who is on layoff status will lose work, pay, or benefits.

3.04 Union Access

Employees shall have the right to have the assistance of representatives of the Union on matters relating to Employer/employee relations. Union representatives may, after obtaining permission from the Employer, have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussion or investigation of grievance shall not absent themselves from work except with permission from their supervisor.

Permission to hold meetings at the place of employment shall, in each case, be obtained from the Employer and such meetings shall not interfere with the operations of the Employer.

3.05 Employee Rights

Notwithstanding anything contained in this Agreement, an employee may present a personal complaint to his/her Employer.

**ARTICLE 4**

**UNION SECURITY**

4.01 All employees who are members of the Union at the time of signing of this Agreement shall remain members during the term of this Agreement, provided they continue to occupy a bargaining unit position.

4.02 All employees hired after the signing of this Agreement shall immediately become and remain members of the Union, provided they continue to occupy a bargaining unit position.

**ARTICLE 5**

**CHECK-OFF OF UNION DUES**

5.01 The Employer shall deduct from the wages of all employees within the bargaining unit the amount of membership dues and forward same bi-weekly to the Union.

- 5.02 The Employer shall supply the employee's name and social insurance number bi-weekly and a list of additions and deletions for the pay period.
- 5.03 The Employer agrees to record the amount of membership dues paid by an employee to the Union on his/her T-4 statement.
- 5.04 The Union shall inform the Employer in writing of the authorized deduction to be made, not later than thirty (30) days prior to the pay period for which the first deductions are to be made.

## ARTICLE 6

### THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 6.01 An employee, upon employment to the public service, shall be provided with information concerning:
  - (a) duties and responsibilities;
  - (b) starting salary and classification; and
  - (c) terms and conditions of employment.
- 6.02 (a) A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership. Where possible, such interviewing will take place on a group basis during the orientation program for new employees. The steward or representative will provide the new employee with a copy of the Collective Agreement.
- (b) The Employer shall advise the Local President of any new employee(s) hired within the first month of employment.

## ARTICLE 7

### CORRESPONDENCE

- \*7.01 All correspondence between the Employer and NAPE arising out of this Agreement with the exception of matters of discipline and performance review shall pass to and

from the Director of Education, or designate, and the President of the Union, or designate with a copy to the Local President.

## **ARTICLE 8**

### **LABOUR MANAGEMENT COMMITTEE**

- 8.01 (a) A District Labour Management Committee shall be established in each school district for the purpose of meeting and conferring on matters of a local nature which are not properly the subject matter of grievance or negotiation. The size of the Committee will be mutually agreed, with equal representation from each party. The Employer and the Union shall each notify the other as to the names of the representatives selected.
- \* (b) A Provincial Labour Management Committee shall be established for the purpose of meeting and conferring on matters of a provincial nature which are not properly the subject matter of grievance or negotiation. A Labour Management team to represent the Association is to be elected at the time that the negotiating team is elected.
- (c) Each party shall be responsible for the travel and accommodation costs incurred by its respective representatives while in attendance at these meetings.

8.02 The purpose of the Labour Management Committee shall be to promote effective communication between management and the employees, and to this end, the terms of reference shall include such things as working conditions, local rules and regulations, efficiency and productivity.

8.03 (a) The District Committees shall meet within two (2) weeks of a request from either side up to a maximum of six (6) meetings during the school year. Any meeting may be cancelled or rescheduled by mutual consent. All meetings shall be held outside of school hours.

(b) The Provincial Committee may meet twice during the school year; once during the month of November and once during the month of March. These meetings shall be called by either the Union or the N.L.S.B.A. Any meeting may be cancelled or rescheduled by mutual consent. All meetings shall be held outside school hours where possible.

8.04 Chairperson of Meetings

The meetings of both the District and Provincial Committees shall be chaired alternatively by the representatives of the Employer and Union.

- 8.05 Minutes of each meeting of the Committees shall contain a summary of discussion(s) and the decision(s) reached. These minutes should be signed by both parties. Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.
- 8.06 The Committee does not have the power to bind the Union or Employer to its decisions but can make recommendations on these issues. The Committee shall not supersede the activities of any other committee of the Union or of the Employer.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

- 9.01 Subject to operational requirements, the Employer acknowledges the rights and duties of the Union Stewards to assist any employee in preparing and presenting the grievance in accordance with the Grievance Procedure.
- 9.02 The Employer agrees to recognize the Shop Steward appointed by the Union. The Union shall inform the Employer of the names of all Shop Stewards and the place of work represented as soon as possible after their appointment. The number of Shop Stewards shall mutually be agreed upon by the Union and the Employer. The Shop Stewards will not be recognized by the Employer until written notification of their names and place of work represented has been received.
- 9.03 An employee who is a member of the grievance Committee referred to under Step 3 of Clause 9.04 and/or the grievor, shall not suffer any loss in pay for any time lost in processing complaints or attending grievance meetings. However, such an employee shall not leave his/her regular duties for the purpose of conducting business on behalf of the Union or to discuss any business in respect of grievances without first obtaining permission from the principal or designate. The employee shall notify the principal or designate when returning to duty. Such permission shall not be unreasonably requested or withheld.

#### 9.04 Step 1

With the exception of dismissal due to unsuitability or incompetence, as assessed by the Employer, of a probationary employee or a temporary employee who has not completed his/her probationary period and subject to Clause 9.08, an employee who alleges that he/she has a grievance, shall first present the matter to the principal, if applicable, or Assistant Director of Human Resources or designate through his/her Shop Steward within five (5) days of the occurrence or discovery of the incident giving rise to the alleged grievance and an earnest effort shall be made to settle the

grievance at this level.

Step 2

If the employee fails to receive a satisfactory answer within five (5) days of presenting the matter under Step 1, he/she may, within five (5) days present a grievance in writing to the Director of Education or designate who will give the grievor a dated receipt.

\*Step 3

If the employee fails to receive a satisfactory answer to his/her grievance within five (5) days after the filing of the grievance at Step 2, he/she may, within a further five (5) days submit his/her grievance in writing to the Employer who, for the purpose of investigating the grievance, shall form a Committee consisting of four (4) persons, comprising an equal number of Employer and Union representatives. The Union shall appoint its two (2) representatives to the Committee. One of the Employers' representatives shall chair the meeting(s). The Committee shall be entitled to interview such persons as it deems necessary for the investigation of the grievance and shall give its decision in writing to the grievor with a copy being sent to the Union within ten (10) days of the Committee meeting.

9.05 Where a dispute arises involving a question of general application, alleged violation, or interpretation of the Agreement, the Union may initiate a grievance and the parties may mutually agree to bypass Steps 1 and 2 of this Article.

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

9.07 The time limits specified by the Grievance and Arbitration articles will be mandatory, unless they have been extended in writing by mutual agreement between the Employer and the Union.

9.08 In the case of dismissals and suspensions pending dismissal, the grievance may be submitted in the first instance at Step 3 of Clause 9.04.

9.09 The Employer shall supply the necessary physical facilities for the grievance meetings subject to these grievance meetings commencing after the school day ends.

9.10 Replies in Writing

Replies to grievances stating reasons shall be in writing at all Steps, except Step 1.

\*9.11 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 37.01 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedures.

9.12 Local Presidents

Where reference is made throughout the Grievance Procedure to Shop Stewards, it is agreed that the Local President may process a grievance, if deemed desirable by the Union.

9.13 Time Limits

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

9.14 Processing of Grievances

A full-time representative of the Union may be called in by the employee(s) at any Step of the Grievance Procedure. The grievor may be present during all Steps of the Grievance Procedure.

9:15 Failure to Settle Grievance

(a) Where the grievance procedure has failed to settle the grievance, the parties may elect to have the matter referred to grievance mediation process of the Department of Human Resources Labour and Employment prior to electing to proceed to arbitration as outlined in Clause 10:01. If the mediation process fails to resolve the issue, either party may then refer the matter to arbitration in accordance with Article 10.

(b) Where a grievance is submitted to mediation, such submission shall not in any way affect the time limits or any other provision of the Arbitration Procedure.

**ARTICLE 10**

**ARBITRATION**

10.01 Where a difference arises between the parties to or persons bound by this Agreement or on whose behalf it has been entered into and where that difference arises out of the interpretation, application, administration or alleged violation of

this Agreement and including any question as to whether a matter is arbitrable, either of the parties may within fourteen (14) working days after exhausting the Grievance Procedure notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the person appointed to be an Arbitrator by the party giving notice.

The party to whom notice is given shall, within ten (10) working days after receipt of such notice, appoint an Arbitrator and notify the other party of the name of the Arbitrator.

The time limits set out in this Article may be extended at any time only by mutual agreement of both parties to the arbitration.

10.02 The two (2) Arbitrators appointed in accordance with Clause 10.01 shall, within fourteen (14) working days after the appointment of the second of them, appoint a third Arbitrator and these three (3) Arbitrators shall constitute an Arbitration Board. The Arbitrator appointed under this Clause shall be the Chairperson of the Arbitration Board.

If the party to whom notice is given under Clause 10.01 fails to appoint an Arbitrator within the period specified, the Chairman of the Labour Relations Board shall, on the request of either party, appoint an Arbitrator on behalf of the party who failed to make the appointment and such Arbitrator shall be deemed to be appointed by that party.

If the two (2) Arbitrators appointed by the parties under Clause 10.01 fail to appoint a third Arbitrator within the periods specified, the Chairman of the Labour Relations Board shall, on the request of either party, appoint a third Arbitrator and these three (3) Arbitrators shall constitute an Arbitration Board. The Arbitrator appointed shall be Chairman of the Arbitration Board.

10.03 Both parties to a grievance shall be afforded the opportunity of presenting evidence and argument thereon and may employ counsel or any other person for this purpose.

The Arbitration Board shall render its decision on the grievance within fifteen (15) days of the date on which the board is fully constituted and the decision of the board shall be committed to writing and submitted to the parties concerned within a further ten (10) days.

10.04 The decision of the majority of the members of an Arbitration Board shall be the decision of the Board. The decision of an Arbitration Board shall be signed by the members of the Board making the majority report. The parties and the employees bound by this Agreement shall comply with these provisions for final settlement of a grievance and they shall comply with the decisions of an Arbitration Board appointed in accordance with these provisions and do or, as the case may be, abstain from doing anything required by that decision. An Arbitration Board may not alter,

modify, or amend any provisions to this Agreement.

- 10.05 Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which he/she shall do within twenty (20) days.
- 10.06 Each party required by this Agreement to appoint a nominee to the Arbitration Board shall pay the remuneration and expenses of that nominee deemed to have been appointed by that party under Clause 10.02 and the parties shall pay equally the remuneration and expenses of the Chairperson of the Arbitration Board.
- 10.07 At any stage of the Grievance and Arbitration Procedure the parties shall have the assistance of any employee(s) concerned as witnesses. The Employer shall receive written notice of request for time off for any witness who is required for such assistance at least forty-eight (48) hours prior to the day of the hearing.
- 10.08 No person
- (a) who has any pecuniary interest in the matter referred to arbitration; or
  - (b) who is acting or has within a period of six (6) months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties or officer or paid employee of the Union shall be appointed to act as an Arbitrator.
- 10.09 Grievance and Arbitration Pay Provision
- Representatives of the Union shall not suffer any loss of pay or accumulative benefits, excluding overtime, for total time spent in Grievance and Arbitration Procedures.
- 10:10
- (a) Following the appointment of the Arbitrator / Arbitration Board referred to in 10:01 the date for the hearing will be set within six (6) months from the date of the Arbitrator / Arbitration Board was appointed with the grievance to be concluded within twelve (12) months from the date the Arbitration Board was appointed.
  - (b) In setting the dates for the Arbitration hearing the Arbitrator / Arbitration Board will allow the parties at least four (4) weeks preparation time.
  - (c) All actions that impact on time limits referred to in Clause 10:10 will be confirmed in writing and the time limits will be operative from the date of the applicable correspondence and may only be changed by mutual agreement. Subject to the above, the time limits referred to in this clause shall be mandatory for both parties and failure to follow time limits by either party will

result in either dismissal of the grievance by the Association or consenting to the grievance by the Employer.

## **ARTICLE 11**

### **PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE**

- \*11.01 (a) "Probationary period" for permanent and permanent part-time and temporary employees shall be four hundred and fifty-five (455) hours of accumulated worked service from the date of employment with each Employer effective the date of signing of this Agreement.

#### 11.02 Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within seven (7) working days of the occurrence or discovery of the incident giving rise to the complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If the procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her at any time. This clause shall apply in respect of any expression of dissatisfaction relating to his/her work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.

- 11.03 There shall be one official personal file, the location of which shall be designated by the Employer. An employee shall at any reasonable time, be allowed to inspect his/her personal file and may be accompanied by a representative of the Union if he/she so desires.

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

Any such document shall be removed and disregarded after the expiration of eighteen (18) months from the date it was placed in the employee's file provided there has not been a recurrence of a similar incident during that period. The employee shall be responsible to see that any such document is removed.

- 11.04 Any employee who is suspended or dismissed shall within ten (10) days of such suspension or dismissal, be provided with written notification which shall state the reasons for the suspension or dismissal.

#### 11.05 Warnings

- (a) Whenever the Employer deems it necessary to censure an employee in a

manner indicating that dismissal or suspension may follow any further infraction or may follow if such employee fails to bring his/her work up to a required standard by a given date the Employer shall within five (5) calendar days thereafter give written particulars of such censure to the employee involved.

If such procedure is not followed, such action shall be deemed null and void.

- (b) Where an employee is required to attend a meeting with the Employer which concerns an oral reprimand or which precedes a written warning, the Employer shall advise the employee that he/she has a right to be accompanied by a Shop Steward or Union representative.

11.06 Access to the Grievance Procedure

All dismissals, suspensions, and other disciplinary action involving employees who have completed their probationary period shall be subject to the Grievance Procedure as outlined in Article 9.

11.07 Right to be Represented

An employee who is required to attend a meeting with Employer representatives dealing with warnings, adverse reports, suspension or discharge shall be advised that he/she has a right to be accompanied by a Union representative.

11.08 Justice and Dignity Provision

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

**ARTICLE 12**

**SENIORITY**

- 12.01 (a) Subject to Article 12.02, 20.03, 20.06 and 20.07 and any other appropriate Article all employees either temporary or permanent shall be placed on the seniority list based on their date of hire. Seniority shall operate on an individual School Board basis.

- (b) Where two or more employees started on the same day, seniority will be determined based on the hours worked during the initial school year of

employment.

- (c) All permanent and permanent part-time employees shall be senior to temporary employees.

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

- (a) he/she resigns in writing or retires and is not re-employed within thirty (30) calendar days;
- (b) he/she is dismissed and is not reinstated;
- (c) he/she has been laid off in excess of twenty-four (24) consecutive months;
- (d) when recalled from layoff in his/her classification, he/she fails to report within fourteen (14) calendar days of notice to do so, unless sufficient reason is given by the employee;
- (e) he/she is absent from work for five (5) consecutive days without notifying his/her Employer giving a satisfactory reason for such absence; or
- (f) he/she fails to give the Employer notice in accordance with Clause 14.04.
- (g) he/she refuses a call to a temporary position without a satisfactory reason as determined by the Employer.

12.03 Accumulation of Seniority Other than for Time Worked

Unless otherwise stipulated in this Agreement, employees shall accumulate seniority in the following cases:

- (a) extended unpaid leave;
- (b) sick leave;
- (c) special paid leave;
- (d) unpaid sick leave
- (e) maternity leave/adoption leave/parental leave;
- (f) while on Workers' Compensation; and/or
- (g) family responsibility leave.

\*12.04 The Employer shall maintain a seniority list showing the seniority of all employees as determined in accordance with this Article. Copies shall be posted in January and June of each school year at the work site in space available for the Association notices and a copy provided to the local president. Employees shall be permitted the right to challenge the accuracy of the seniority list in writing within thirty (30) days. With the exception of a change from temporary to permanent status, this list shall be the only official list for all employee transactions involving the seniority provisions of this Agreement until it is next posted.

12.05 Subject to 14.05, the Employer shall maintain a call-in list showing permanent, permanent part-time and temporary employees available for call-in. This list shall be updated on a monthly basis. Changes will be effective on the morning after the date following posting.

### **ARTICLE 13**

#### **PROMOTIONS AND STAFF CHANGES**

13.01 Both parties recognize that job opportunity shall increase in proportion to the length of service. Therefore, when a vacancy occurs in an established position within the bargaining unit or when a new position is created within the bargaining unit, employees who apply shall be given preference on a seniority basis for filling such vacancy, provided that the applicant is qualified and able to perform the duties.

13.02 **Job Postings**

(a) When a vacancy occurs, the Employer shall post notices of the position in accessible places in the Employer's premises for a period of not less than seven (7) calendar days. Copies of all postings shall be supplied concurrently to each Local President.

\* (b) Notice of job competitions shall contain the following information:

- (i) the classification title and, where applicable and required, the organization title;
- (ii) description of position (to include whether this is a new position or a job posting as a result of additional hours added to an existing position and if it includes a bus or taxi run, where known);
- (iii) salary level;
- (iv) required qualifications;

(v) location of position (subject to change); and

(vi) closing date

13.03 (a) No position shall be filled from outside the bargaining unit until the applications of employees within the bargaining unit have been fully processed.

\* (b) Upon request the Local President will be informed of the name of the successful applicant for a job vacancy.

13.04 Trial Period

The successful applicant shall be placed on trial for a period of forty (40) working days or equivalent two hundred (200) hours. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of forty (40) working days or equivalent two hundred (200) hours. 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 position, he/she shall be returned to his/her former position, wage, or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. The parties may mutually agree, in writing, to extend the trial period. Where, the Employer and Union agree, the employee may revert to his/her former position prior to the completion of the trial period.

13.05 Incapacitated Worker Provision

An employee confirmed as being unable to perform the regular duties of his/her classification as a result of injury on duty will be employed in other work he/she can do provided a suitable vacancy is available and provided that the employee is qualified and able to perform the duties required. Where a suitable vacancy is available, the rate for the new position shall apply. Workers' Compensation benefits can be considered where a suitable vacancy does not exist or the employee is not qualified and able to perform the duties required.

\*13.06 Training of Employees

(a) The Union and the Employer both recognize that it is in the best interest of the students, the Employer and the employees to have trained competent employees. In this regard, when there is an identified need for training, the Employer will provide in-service training when and where required. When employees are required to take such training, they shall continue to receive their normal wages and benefit for the in-service training hours.

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

13.07 Filling of Position of Less Than Eight (8) Weeks Duration

Where the Employer decides to fill a position of less than eight (8) weeks duration, the position shall be filled in the following manner:

- (a) Permanent part-time employees in the school working less scheduled hours than the position to be filled will be offered the position on a seniority basis, provided they are qualified and able to perform the duties required.
- (b) If the position still exists after existing staff in the school are reassigned, permanent and permanent part-time employees on layoff who have recall rights and who are qualified and able to perform the duties will be recalled to fill the position.
- (c) If a position is not filled after Step (a) and (b) are finalized, temporary employees who have recall rights in accordance with Clause 14.05 (c) and who are qualified and able to perform the duties required will be recalled to fill the position.
- (d) If the position is not filled after Steps (a), (b) and (c) have been finalized, the Employer will fill the position at its discretion.
- (e) Positions filled in accordance with this procedure will be filled through the competitive process if the regular incumbent vacates the position or the position is extended beyond eight (8) weeks.

**ARTICLE 14**

**LAYOFF AND RECALL**

14.01 Both parties recognize that job security shall increase in proportion to length of service. Therefore:

Layoff

- (a) in the event of a general layoff permanent/ permanent part-time employees shall be laid off in reverse order of seniority, provided that those employees

being retained are qualified and able to perform the work;

- (b) when the Employer determines that a layoff is required within a school during the school year, the permanent/permanent part-time employee in that school occupying the affected position shall be laid off and shall have bumping rights as contained in this Article.

14.02 Bumping

- (a) A laid off permanent / permanent part-time employee shall have the right to bump a junior employee in a school within the district provided he/she is qualified and able to perform the work required.
- (b) For the purpose of this Article a reduction in the hours of work shall activate the employee's right to bump.
- (c) Temporary employees in one continuous position for at least six (6) weeks shall upon the completion of the position, have the right to bump into a temporary position that is guaranteed to be at least another two (2) weeks duration.
- (d) For purposes of this Article, the normal temporary layoff of employees during Christmas and Easter break will not trigger the bumping procedure of this Agreement, unless there is a permanent reduction in hours of work or abolition of a position.

14.03 Notice of Layoff

- (a) A permanent or a permanent part-time employee who has received a layoff notice must indicate his/her intention to bump within five (5) working days following receipt of such notice.
- (b) 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/her was given notice of layoff. Furthermore, all bumping actions must be taken within fifteen (15) working days of the date on which the original permanent or permanent part-time employee was given notice of redundancy/layoff.

\*14.04 Fourteen (14) calendar days' notice shall be given to permanent and permanent part-time employees who are to be laid off except in the case of dismissal for just cause.

Permanent, permanent part-time and probationary employees shall give the Employer thirty (30) calendar days' written notice, and seasonal, temporary and part-time employees shall give ten (10) calendar days' written notice of intention to terminate

employment.

14.05 Recall

(a) Permanent or permanent part-time employees who are temporarily laid off for the summer period will be recalled in order of seniority provided the employees are qualified and able to perform the work required.

(b) (i) By June 1<sup>ST</sup> of each school year, employees shall be required to advise each school board in writing of the schools in which they will be available to work for the next school year.

\* (ii) Once the initial allocation of hours have been provided to the School Boards by the Department of Education for the upcoming school year, the Employer shall notify as many as is possible permanent and permanent part-time employees by the end of the school year, as to their placement for September of the upcoming school year.

Where changes are made to the allocation of hours in the School Board before the commencement of the school year, notice of lay-off under 14.04, and postings under Article 15.02 shall be waived and affected employees shall be placed in positions in accordance with their seniority under Article 14.05(a) of this agreement. Once the first day is worked in a position, the provisions under Article 14.05 (a) or Article 15.02 shall no longer be waived.

(c) Calling of Temporary Employees

(i) Based on seniority, provided the employee is qualified and able to meet the requirements of the position, permanent employees not recalled and temporary employees who are eligible, may be called to fill a temporary position or to replace a permanent or a permanent part-time employee who is granted leave in accordance with the provisions of this Agreement or who is absent on sick leave.

(ii) Calling of temporary employees shall be by School Board after the completion of their probationary period with that School Board.

\* (iii) Notwithstanding the provisions of Clause 12.02 (g), by August 1<sup>st</sup> of each school year, temporary employees shall be required to advise each school board in writing of the schools in which they will be available to work for the school year.

**ARTICLE 15**

**HOURS OF WORK AND WORK SCHEDULE**

- 15.01 Hours of work will normally fall between 8:00 a.m. and 5:00 p.m. on any of the regular school days comprising the academic year. However, the Employer retains the right to schedule the employee for hours of work at other times in order to provide services to the student. A full time employee works seven (7) hours a day and thirty-five (35) hours a week.
- 15.02
- (a) With the exception of bussing positions, the minimum hours of work shall be two and one half (2.5) hours per day, effective the start of the 2004-2005 school year.
  - (b) Both parties recognize the necessity for programming and scheduling for student needs. Therefore, subject to clause 15.02(a) (i.e. the ability to meet the minimum required hours), the Employer will attempt to minimize overlapping by assigning the maximum number of hours to student assistant positions, except in situations where student programming and scheduling requires otherwise. Overlapping of thirty (30) minutes or less will not be adjusted.
  - (c) Where student programming and scheduling needs permit, new hours that are allocated to a school after September recall will be added to an existing position. The position will be posted. This will not apply to incumbent positions or bussing hours.
  - (d) With the exception of bus duty, no employee shall have an unpaid break during the work day other than their lunch break.
  - (e) Where feasible, where student needs and programming are not affected, a Student Assistant may be employed in two (2) schools within the same school system in order to maximize his/her hours of work.
  - \*(f) Where an employee has been approved for paid or unpaid leave prior to recall the employer shall indicate the position to which he/she will be returning to and said position will become a replacement position.
- 15.03 Due to the nature of the work of the bargaining unit, the Employer does not foresee a reduction in the hours of work of the bargaining unit during the term of this Agreement. However, should a reduction occur, it will only be for good and just cause.

- 15.04 \*(a) Each employee who works four and one half (4½) hours a day or more shall receive a rest period of twenty (20) consecutive minutes in the working day, at a time to be scheduled by the Employer. Employees who work less than four and one half (4½) hours a day are entitled to a ten (10) minute rest period in that working period.
- (b) Where the Employer determines that an employee is entitled to an unpaid lunch break, the Employer will provide a consecutive lunch break between the hours of 11:00 a.m. and 2:00 p.m., not exceeding the time allotted for the school scheduled lunch break in duration.

15.05 An employee shall be paid from the time they pick up the child and until the child is dropped off, provided she is required by the Principal or designate.

## **ARTICLE 16**

### **OVERTIME**

16.01 All overtime shall be authorized and scheduled by the Employer. The Employer may at any time require an employee to work overtime.

16.02 (a) An employee shall be compensated at time and one-half (1 ½) for all time worked in excess of the scheduled work week or work day as specified in Clause 15.01.

(b) Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a date to be mutually agreed between the employee and the Employer or his/her designated representative. The employee's decision to receive time off must be conveyed to the Employer or his/her designated representative within seventy-two (72) hours of the conclusion of the overtime. Where time off is not mutually agreed, the employee will receive pay.

16.03 An employee recalled to work during his/her meal period shall be paid in accordance with Clause 16.02 if the employee works in excess of the scheduled work week or work day.

16.04 Where, in the opinion of the Employer, it is deemed practical and feasible considering the needs of the student, overtime and call back shall be offered to the most senior employee qualified to perform the available work in the school where such employees normally perform their work.

16.05 An employee who is called back to work after he/she has left his/her place of work shall be paid for a minimum of three hours at the applicable overtime rate provided

that the period worked is not contiguous to his/her scheduled working hours.

- 16.06 If an employee is required to work on a paid holiday as per Clause 17.01, he/she shall be paid in addition to his/her regular pay, time and one-half(1½) for each hour worked.
- 16.07 The Employer shall endeavor to pay overtime to an employee within two (2) weeks from the time the overtime was worked.
- 16.08 An employee who is absent on approved time off during his/her scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if he/she had worked during his/her regular hours during such absence.

## **ARTICLE 17**

### **HOLIDAYS**

#### 17.01 Paid Holidays

- (a) Subject to 17.01(b), employees covered by this Collective Agreement shall be guaranteed nine (9) paid holidays per annum as declared by the School Board and as identified for each school on their school board's annual calendar(s).
- (b) In order to be paid for the holidays outlined in this Article, employees must work or be on approved paid leave on the scheduled working day immediately preceding the holiday and immediately following the holiday.

#### 17.02 Time Off in Lieu of Time Worked on Holidays

Employees who are required to work on a holiday as defined in Clause 17.01 shall be paid at the rate of one and one-half (1½) times their regular straight time rate for each hour worked in addition to regular day's pay.

#### 17.03 Paid Holiday During Leave

If a paid holiday occurs when an employee is on paid sick leave, the employee shall be paid for the paid holiday and there shall be no reduction from the employee's sick leave.

**ARTICLE 18**

**VACATION**

- 18.01 Employees shall receive six percent (6%) of total regular earnings in lieu of vacation pay, which is to be paid to employees on their cheques on a bi-weekly basis.

**ARTICLE 19**

**SICK LEAVE**

19.01 Definition of Sick Leave

Sick leave means a period of time that an employee is absent from work without loss of pay by virtue of being sick, disabled, quarantined or because of an accident for which compensation is not payable under the Workers' Compensation Act.

19.02 Paid Sick Leave

- (i) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service.
- (ii) Notwithstanding Clause 19:02 (i), 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.
- (iii) The maximum number of days of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed three hundred and twenty (320) days.
- (iv) Notwithstanding Clause 19:02 (iii), 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.

19.03 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all scheduled working days absent for sick leave. Absence on account of illness for less than one-half (1/2) day shall not be deducted. Absence for one-half (1/2) day or more and less than a full

day shall be deducted as one-half (1/2) a day.

19.04 Proof of Illness

Before receiving sick leave with pay an employee may be required by the Employer to produce a medical certificate for illness in excess of three (3) consecutive working days, except in the case of ongoing recognized illness, or six (6) days in the aggregate certifying that he/she is unable to carry out his/her duties due to illness. The Employer reserves the right to request a medical certificate for any period of illness in instances of abuse or suspected patterns of abuse.

19.05 Sick Leave During Leave of Absence and Layoff

When an employee is given paid vacation or special paid leave of absence he/she shall receive on his/her return to work sick leave credit for the period of such absence. When an employee is laid off on account of lack of work for a period of time which is less than the period stipulated in the Clause 12.02 governing the retention of seniority on layoff and returns to work upon expiration of such layoff, he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her accumulative credit, if any, existing at the time of such layoff.

19:06 Extension of Sick Leave

- (a) An employee with more than two (2) years of service who has exhausted his/her sick leave credits may be allowed in the event of illness in excess of fifteen (15) days, an extension of his/her sick leave to a maximum of fifteen (15) working days providing the Employer is holding sufficient assets of the employee. Upon his/her return to duty the employee shall accumulate additional sick leave credits at one-half (1/2) the regular rate until such time as the extended sick leave credits are recovered. In the event the employee does not return to work, he/she shall be responsible for repaying the amount owing to the Employer.
- (b) When an employee has reached the maximum of sick leave which may be awarded, in accordance with this Agreement, he/she shall, if still unfit to return to duty, proceed on special leave without pay. Medical certificates shall be submitted by the employee as required by the Employer.
- (c) Where it appears unlikely that an employee will be able to return to duty after the expiration of his/her accumulated sick leave or any other benefit, he/she may be required to undergo a medical examination and such examination shall be performed by a doctor of the employee's choosing. If it appears, upon examination that, in the opinion of the medical doctor it is unlikely that

the employee will be able to return to duty, then the employee may proceed on an unpaid leave of absence up to a maximum of twelve (12) months. Upon the expiration of such leave the employee may return to work or retire and be paid such pension award as he/she may be eligible to receive.

19.07 Sick Leave Records

In September of each year the Employer shall advise each employee of the amount of sick leave accrued to his/her credit and the number of day's sick leave taken by him/her up to and including the previous thirtieth (30th.) day of June.

19.08 Sick Leave Credits for the First and Last Month of Employment

For the purpose of this Article, an employee who receives full salary or wages in respect of fifty percent (50%) or more of the working days in the first or last calendar month of his/her service computed in full or half days, shall be deemed to have a month of service.

19.09 To facilitate the operational requirements of the Employer, an employee prevented from reporting to work as scheduled due to sickness or any other reason shall contact the Employer at the earliest opportunity prior to his/her regularly scheduled reporting time.

19.10 Sick Leave During Special Leave Without Pay

Periods of special leave without pay in excess of twenty (20) working days in the aggregate in any year or periods when an employee is under suspension, shall not be reckoned for sick leave purposes. Also, sick leave shall not be granted to an employee who is on maternity leave or any other type of leave without pay or during periods of suspension.

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

19.12 (a) Sick leave shall be awarded to a temporary employee who commences work and subsequently qualifies for sick leave.

(b) Temporary employees who are unable to report to work due to illness shall report to work after his/her illness providing the work is still available.

**ARTICLE 20**

**LEAVE OF ABSENCE**

20.01 Time off for Union Business

Upon written request by the Union to the Employer and with the approval in writing of the Employer, leave with pay shall be awarded to an employee as follows:

In the case of an employee who is a member of the Provincial Board of Directors of the Union or an elected delegate of a recognized Local of the Union and who is required to attend the Biennial Convention of the Union, the Newfoundland and Labrador Federation of Labour and Component conventions within the province; leave with pay not exceeding three (3) days in any year for each of the above Conventions except that where a Component Convention and the biennial convention are held in the same year, leave with pay not exceeding two (2) days may be awarded for the purpose of attending the Component Convention.

In the case of an employee who is a member of the Provincial Board of Directors of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.

In the case of an employee who is a member of the Provincial Executive of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.

In the case of an employee who is a member of the Provincial Board of Directors of the Union or a delegated representative and who may wish to attend meetings of the Canadian Labour Congress or National Union of Provincial Government Employees, leave with pay not exceeding five (5) days in any one year. The Employer may grant additional leave without pay for this purpose.

20.02 With the approval of the Employer, leave with pay shall be awarded to employees who are members of Negotiating Committees while they are attending negotiating sessions on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit of up to a maximum of five (5) employees. The Union shall notify the Employer of the employees affected prior to the commencement of negotiations and employees shall in all instances give prior notice of absences from work to their immediate supervisors and such notice shall be given as far in advance as possible.

\*20.03 The Employer shall grant, upon written request, a leave of absence without pay for an employee who has been elected to a full time position with the Union or the Affiliate. The leave of absence shall be for the full term of the elected position. The employee may not accrue any benefits, other than seniority, during such period of absence.

20.04 Bereavement Leave

\*(a) An employee shall be entitled to Bereavement Leave with pay as follows:

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

In the case of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-mother or step-father, one (1) day.

(b) In cases where extraordinary circumstances prevail, the Employer may grant special leave for bereavement up to a maximum of two (2) consecutive days in addition to that provided in Clause 20.04 (a).

20.05 Special Circumstances

Special leave with pay, not exceeding three (3) days per contract year may be granted in special circumstances for reasons other than those referred to in Clause 20.04.

\*20.06 Maternity/Adoption/Parental Leave

(a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article

- (b) An employee is entitled to a maximum of fifty two (52) weeks leave under this Clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- (c) The employee shall resume his/her former position and salary upon return from leave with no loss of accrued benefits.
- (d) Periods of leave up to fifty two (52) weeks shall count for seniority purposes, annual leave, sick leave, severance pay and step progression.
- (e) 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.
- (f) An employee may return to duty after giving fifteen (15) working days notice to his/her Employer of his/her intention to do so.
- (g) 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.

20.07

Special Leave With Pay

Special Leave with Pay shall be awarded to an employee who is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons, to attend as a witness in any proceeding held:
  - (i) in or under authority of a court of justice;
  - (ii) before a court, judge or justice;
  - (iii) before the House of Assembly or any Committee thereof that is authorized by law to compel the attendance of witnesses before it; or
  - (iv) before an Arbitrator or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;

provided that any witness fees receivable shall be paid to the Employer. This period of leave shall be counted for accumulated benefits purposes. The employee will present proof of service that he/she attended as juror or witness.

20.08 Education Leave

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

\*20.09 Family Responsibility Leave

Subject to the approval of the Employer, an employee may be granted Family Responsibility Leave with pay not exceeding three (3) days a year to attend to: the temporary care of sick family member; needs related to the birth of the employee's child; medical or dental appointments for dependent family members; meetings with school authorities related to the employee's child or adoption agencies; needs related to the adoption of a child; the needs related to home or family emergencies; or to attend a post-secondary graduating ceremony of a child or spouse. Employees will provide as much notice to the Employer as reasonably possible, provide valid reasons why such leave is required and, where appropriate, have endeavoured to a reasonable extent to schedule such events during off-duty hours.

\*20.10 Leave of Absence For In-Service Training

Leave of absence with pay may be provided to an employee to attend an Employer approved in-service training course.

20.11 Special Leave With Pay For Shop Stewards

Special leave with pay not exceeding one (1) day in each year shall be awarded to all Shop Stewards for the purpose of attending educational training seminars. The number of Shop Stewards shall mutually be agreed upon by the Union and the Employer.

20.12 Unpaid Leave

Subject to operational requirements and availability of qualified replacement staff, where required the Employer agrees to provide employees with one (1) month of

unpaid leave while granting service credits for seniority purposes, provided that the employee would not have been laid off during the period of unpaid leave. The month of unpaid leave does not necessarily have to be taken consecutively, but cannot be taken in amounts of less than two (2) days at a time.

- 20.13 (a) Upon written request, a permanent or permanent part-time employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the requirements of the Employer's operations and the availability of qualified staff. An employee shall be entitled to up to a maximum of twelve (12) months' unpaid leave for each two (2) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave, employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this Clause is twelve (12) weeks. An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside the bargaining unit.
- (b) The employee returning prior to the expiration of Extended Unpaid Leave shall provide the Employer with thirty (30) calendar days notice.

## **ARTICLE 21**

### **PAYMENT OF WAGES AND ALLOWANCES**

- 21.01 (a) Employees shall be paid every two (2) weeks and the pay cheques will be accompanied by a statement containing the following information:
- (i) gross pay;
  - (ii) overtime;
  - (iii) special allowance;
  - (iv) miscellaneous deductions;
  - (v) net pay
- (b) Having worked for the Employer, temporary student assistants shall be paid within four (4) weeks and the pay cheques shall include:
- (i) gross pay;
  - (ii) overtime;
  - (iii) special allowances;

- (iv) miscellaneous deductions;
- (v) net pay

- 21.02 Employees shall be eligible for the mileage rates outlined in the approved Travel Rules of Treasury Board.
- 21.03 The salary scales set out in Schedule B-1 will become effective from the dates prescribed in this Schedule and the salary adjustment formula set forth therein will be applied.
- 21.04 If a payday occurs during Christmas, Easter or Summer Break, Student Assistants will be paid on the official date of closing for such breaks.

## ARTICLE 22

### DISCRIMINATION, SEXUAL OR PERSONAL HARASSMENT

- 22.01 The Employer agrees that there will be no discrimination or coercion exercised or practiced by it with respect to any employee by reason of age, race, color, gender, sexual orientation, marital status, political or religious affiliation, physical or mental disability, or by reason of his/her membership in the Union.
- 22.02 The Employer and the Union recognize the right of all employees to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer agrees to take all steps to ensure that the harassment stops and that individuals who engage in such behavior are appropriately disciplined. The Employer agrees that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint.

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

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

Harassment of a personal nature is any behavior that endangers an employee's job,

undermines performance, or threatens the economic livelihood of the employee, which is based on race, religion, religious creed, gender, sexual orientation, marital status, physical or mental disability, political opinion; color, ethnic, national or social status or Union status.

## **ARTICLE 23**

### **EMPLOYEE BENEFITS**

23.01 There shall be a Group Life and Health Insurance Plan provided by the employer for all employees who qualify under the plan.

(a) While an employee, who is eligible to be in the Plan is in receipt of wages from the Employer, the Employer will pay fifty percent (50%) of the premium and the employee will pay fifty percent (50%) of the premium. The Employer will continue to pay 50% for a period of up to fifty-two (52) weeks on behalf of employees on maternity leave.

\* (b) Subject to the terms and conditions of the plan, the employee shall have the option to maintain coverage by paying full premiums during periods of layoff or leave.

\* (c) Subject to the terms and conditions of the plan while an employee is in receipt of temporary earnings loss (TEL) benefits from the Workplace Health, Safety and Compensation Commission the Employer will pay fifty (50) percent of the premiums of the Plan provided the employee maintains his/her premium payments.

(d) Group insurance premiums for ten month employees shall be pro-rated over a ten-month period and collected in advance of summer layoff.

23.02 The Public Service Pension Plan or Government Money Purchase Plan will be made available to eligible employees covered by this Agreement, with the cost sharing of benefits applicable to Provincial Government employees under the Plan to apply.

23.03 In the event that an employee dies as a result of an injury received in the performance of his/her duties, his/her estate shall receive all death benefits owing to the employee in accordance with the provisions of the *Workplace Health, Safety and Compensation Act*, in addition to any benefits she would be eligible for under the Government Money Purchase Plan.

**ARTICLE 24**

**CONTRACTING OUT**

24.01 The Employer will endeavour to provide continued employment for employees who would otherwise become redundant where the work is contracted out and the Employer will endeavour to maintain the existing benefits applicable to such employees. No contract services will be finalized without the Union being given sixty (60) days' notice of the Employer's intention to contract out the service.

**ARTICLE 25**

**GENERAL CONDITIONS**

25.01 Employees are entitled to access the accommodations available to all personnel working in the school for meals, the storing of personnel belongings and the changing of clothing.

25.02 Employees can share a bulletin board in their workplace.

25:03 Where the Employer requires the wearing of protective clothing or clothing is required in accordance with the Occupational Health and Safety Regulations, the Employer shall provide such clothing free of charge to the employees.

25:04 Where in the opinion of the Employer a Student Assistant is at risk and requests immunization for Hepatitis B, it shall be provided at the Employer's expense.

25:05 The Employer shall provide lab coats, disposable gloves, wet wipes and antibacterial hand cleaner where necessary and applicable.

\*25.06 When needed, there shall be two (2) Student Assistants present during bathroom duties. If only one Student Assistant is available, the Employer shall endeavor to provide a second adult for assistance and/or supervision purposes, if necessary.

\*25.07 The Employer shall provide an orientation for all Student Assistants to inform them of the various needs of the student(s), including appropriate background information where necessary, to whom they provide a service.

**ARTICLE 26**

**COPIES OF AGREEMENT**

26.01 The Employer will pay fifty percent (50%) of the cost of printing this Agreement.

**ARTICLE 27**

**SEVERANCE PAY**

27.01 An employee who has nine (9) or more years of continuous service in the employ of the School Board is entitled to be paid, on resignation, retirement, termination by reason of disability, expiry of recall rights, or in the event of death, to the employee's designated beneficiary or to the estate, severance pay equal to the amount obtained by multiplying the number of completed years of continuous service by his/her weekly salary to a maximum of twenty (20) weeks pay. If the employee has breaks in service which result in a loss of seniority the continuous service will commence from the most recent date of hire.

\*27.02 (a) For the purpose of this Article, service for a Student Assistant shall be the actual period of employment with the Employer provided that where a break in employment exceeds twenty-four (24) consecutive months, service shall commence from the date of re-employment.

(b) For the purpose of calculating severance entitlement for employees hired prior to March 31, 2001 a year is equivalent to a total of 1330 hours.

(c) For the purpose of calculating severance entitlement for employees hired after March 31, 2001 a year is equivalent to a total of 1820 hours.

27.03 A Student Assistant who has resigned or retired may be re-employed if he/she has been out of the employ of the Employer for a period which is not less than the number of weeks for which he/she has received severance pay pursuant to Clause 27.01 above or if he/she refunds the appropriate proportionate part of such severance pay.

27.04 For the purpose of this Article, periods of regularly occurring temporary layoffs of Student Assistants, or periods of authorized leave without pay shall not be regarded as breaks in continuous service, but the periods of regularly occurring temporary lay

offs of Student Assistants or leaves without pay shall not be counted as service when determining the total amount of continuous service of an employee.

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

## **ARTICLE 28**

### **PERSONAL LOSS**

- \*28.01 Subject to Clauses 28.02 and 28.03, where an employee in the performance of his/her duty, suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered, subject to a maximum of five hundred dollars (\$500).
- 28.02 All incidents of loss suffered by an employee shall be reported in writing by the Employee within two (2) days of the incident to the Employer or designated representative.
- 28.03 This provision shall only apply in respect of personal effects which the employee would reasonably have in his/her possession during the normal performance of duty.
- 28.04 Compensation under this Article, for approved claims, shall be paid within thirty (30) days of approval.

## **ARTICLE 29**

### **TECHNOLOGICAL CHANGE**

- 29.01 Before the introduction of a technological change or a new method of operation which affects the rights of employees, conditions of employment, wage rates or work loads, the Employer shall notify the Union of the proposed change.
- 29.02 Any such change shall be made only after the Union and the Employer have discussed the matter. The discussion shall take place within twenty-one (21) days of the Employer's notification to the Union.
- 29.03 No employee will be laid off because of technological change or new method of operation unless such employee refuses, without good reason, to avail of

additional training provided to equip the employee with the new or greater skills required by the technological change or new method of operation.

- 29.04 An employee who is displaced from his/her job by virtue of technological change or new method of operation will suffer no reduction in normal earnings unless such employee has refused, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required to prevent displacement.
- 29.05 An employee who is displaced from his/her job by virtue of technological change or a new method of operation will be given the opportunity to fill other vacancies according to seniority, ability, and qualifications.
- 29.06 In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Employer, be given a reasonable period of time, in the opinion of the Employer, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee.
- 29.07 No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation, until the employee(s) already working, and affected by the change, have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment, as provided for in Article 29.06.

### **ARTICLE 30**

#### **LABRADOR BENEFITS**

- 30.01 The Labrador Benefits shall be paid to employees covered by this Agreement who are eligible to receive such benefits as outlined in Schedule C.

### **ARTICLE 31**

#### **BUS DUTY**

- 31.01 Where busing hours are known prior to the opening of school in September and where scheduling permits, busing duty will become part of a position's regular hours, otherwise bus duty will be assigned by the School Board.

**ARTICLE 32**

**STRIKES AND LOCKOUTS**

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

**ARTICLE 33**

**ABSENCE DUE TO ADVERSE CONDITIONS**

\*33.01 Employees shall be paid for the scheduled hours of work when the school is closed by the Employer due to adverse conditions such as inclement weather, mechanical problems, acts of violence or acts of terrorism.

**ARTICLE 34**

**WORKERS' COMPENSATION**

- \*34.01
- (a) All employees shall be covered by the *Workplace Health, Safety and Compensation Act*.
  - (b) All on the job injuries shall be reported immediately to the Employer. It shall be the responsibility of the employee to ensure that all documentation required by the Workplace, Health, Safety and Compensation Commission for the purposes of processing the claim for injury on duty is provided to the Commission without delay and within the prescribed time lines outlined in the *Workplace Health, Safety and Compensation Act* after the date of injury.
  - (c) It shall be the responsibility of the Employer to ensure that all documentation required by the Workplace Health, Safety and Compensation Commission for the purposes of processing the claim for injury on duty is provided to the Commission without delay and within the prescribed time lines outlined in the *Workplace Health Safety and Compensation Act* after the date of injury. The Employer will insure that the necessary forms are available to employees.

- (d) If the claim is subsequently denied by the Workplace Health, Safety and Compensation Commission, the employee may access other available benefits, including sick leave and annual leave if applicable.
- (e) Employees will continue to have access to their sick leave entitlement while awaiting Workplace Health, Safety and Compensation Commission claim approval. When claims are retroactive to a point covered by sick leave, employees will reimburse the Employer for the used sick leave.
- (f) While awaiting the decision of the claim made to Workplace Health, Safety and Compensation, the employee shall continue to receive other benefits of this Agreement subject to necessary adjustments should the claim be approved.
- (g) In the event that an employee is placed on leave under the provisions of this Article and is in receipt of temporary earnings loss (TEL) benefits from the Workplace Health, Safety and Compensation Commission he/she will continue to accrue seniority, vacation and sick leave benefits for periods which he/she would have been working; however, he/she will not accrue any benefits during any period when he/she would normally be on layoff.
- (h) It is understood and agreed by the parties to this collective agreement that any employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission, after the date of signing of this agreement, shall no longer accumulate benefits under this agreement but shall have their position with the Employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the *Human Rights Act*.

\*34.02 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 35**

**PORTABILITY OF BENEFITS**

- 35.01 (a) Employees who are accepted for employment with another Employer covered by this Collective Agreement within one hundred and twenty (120) calendar days of resignation shall retain portability respecting:
- (i) accumulated sick leave benefits; and
  - (ii) service for vacation entitlement and severance pay purposes.
- (b) Employees who obtain employment with another Employer covered by this Collective Agreement within twenty-four (24) months of their resignation shall have their seniority recognized for all purposes upon completion of a probation period.

**ARTICLE 36**

**EMPLOYEE ASSISTANCE PROGRAM**

- 36.01 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement the Employer and the Association agree to cooperate in encouraging employees with alcohol, drug and other personal problems to undergo a recognized program of rehabilitation.

**ARTICLE 37**

**AMENDMENT TO AGREEMENT**

- 37.01 It is agreed by the parties to this Agreement that any provision in this Agreement, other than Article 38 - Duration of Agreement, may be amended by mutual consent of the Employer and the Union.

**ARTICLE 38**

**DURATION OF AGREEMENT**

- \*38.01 Subject to Clause 38.02, this Agreement shall be effective from April 1, 2008 and shall remain in full force and effect from that date until March 31, 2012.

38:02 Notice of Termination or Amendment

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. Following notice, the other party is required to enter into negotiations for a new Agreement within thirty (30) calendar days of receipt of notice.

**This is not the official version.**

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

Signed on behalf of Treasury Board representing Her Majesty the Queen in Right of Newfoundland by the Honorable Jerome Kennedy, President of Treasury Board and Minister in the presence of the witness hereto subscribing:

\_\_\_\_\_  
Jerome Kennedy  
President of Treasury Board

\_\_\_\_\_  
Witness

Signed on behalf of the Newfoundland and Labrador School Boards Association representing the five School Boards identified in Schedule D.

\_\_\_\_\_  
Brian Shortall  
Executive Director N.L.S.B.A.

\_\_\_\_\_  
Witness

**This is not the official version.**

**SCHEDULE "A"**

**CLASSIFICATION LIST**

Student Assistant

**This is not the official version.**

**SCHEDULE "B"**

**Salary Implementation Formula**

**Effective April 1, 2008**

|        |         |
|--------|---------|
| Step 1 | \$15.20 |
| Step 2 | \$15.77 |
| Step 3 | \$16.32 |

**Effective April 1, 2009**

|        |         |
|--------|---------|
| Step 1 | \$15.81 |
| Step 2 | \$16.40 |
| Step 3 | \$16.97 |

**Effective April 1, 2010**

|        |         |
|--------|---------|
| Step 1 | \$16.44 |
| Step 2 | \$17.06 |
| Step 3 | \$17.65 |

**Effective April 1, 2011**

|        |         |
|--------|---------|
| Step 1 | \$17.10 |
| Step 2 | \$17.74 |
| Step 3 | \$18.36 |

**Step Progression**

Employees shall continue to advance a step on their respective salary scales for each eighteen hundred twenty (1820) hours of service accumulated.

**SCHEDULE "C"**

**LABRADOR BENEFITS AGREEMENT**

**ARTICLE 1**

**SCOPE**

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

**ARTICLE 2**

**DURATION**

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

**ARTICLE 3**

**LABRADOR ALLOWANCE**

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

**Labrador Allowance**

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

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

#### ARTICLE 4

#### TRAVEL ALLOWANCE

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

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

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

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

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

- (i) Maternity Leave/Parental Leave/Adoption Leave
- (ii) Injury-on-Duty/Worker's Compensation Leave
- (iii) Paid Leaves
- (iv) Any other period of unpaid leave for which the employee is eligible to accrue service under the respective collective agreement

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

## **ARTICLE 5**

### **LEAVE**

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

## **ARTICLE 6**

### **PROTECTIVE CLOTHING**

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

**ARTICLE 7**

**RELOCATION EXPENSES**

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

**ARTICLE 8**

**EXISTING GREATER BENEFITS**

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

**ARTICLE 9**

**DEFINITIONS**

- 9.1 “Dependent”- for the purpose of this Agreement, dependent means a spouse, whether of the same or opposite gender, and children under age eighteen (18) years of age, or twenty-four (24) years of age if the child is in full time attendance at a school or post-secondary institution.
- 9.2 “Spouse” - for the purpose of this agreement, spouse means an employee's husband or wife, including a common-law or same sex partner with whom the employee has lived with for more than one year.

**“SCHEDULE A”****COMMUNITY GROUPING****GROUP 1**

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

**GROUP 2**

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

**GROUP 3**

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

**SCHEDULE "D"**

**SCHOOL BOARDS**

Labrador School District

Western School District

Nova Central School District

Eastern School District

Conseil Scolaire Francophone School District

**This is not the official version.**

## MEMORANDUM OF UNDERSTANDING - 2004

### HEALTH INSURANCE

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

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

1. 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.
2. Annual review on January 1<sup>st</sup> of each year will determine eligibility, continued enrollment or termination of coverage under these programs. Should an employee terminate employment, all coverages under the programs terminate the date of termination.
3. 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.
4. 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 1<sup>st</sup> of each year as long as they remain actively employed and pay the required premiums.
2. Temporary employees covered under this Agreement who are determined to be eligible will access group insurance programs that are currently available.
3. Premiums for these employees must be collected through payroll deductions.
4. Employees who accessed Maternity, Adoption and/or Parental Leave during the previous calendar year will be allowed to count, for eligibility purposes, the hours worked during such leave by the next senior employee in that period.
5. Premiums for employees who are off payroll for one (1) or more periods will be recovered from the next cheque unless extenuating circumstances exist. This procedure for the recovery of premiums applies only to health care groups. Existing arrangements for the

recovery of premiums in other sectors shall continue for the life of that Agreement.

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

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

#### **Group Insurance Committee Membership**

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

This is not the official version.

## MEMORANDUM OF UNDERSTANDING - 2004

### 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. Increase special payments by \$20 million per year (from \$40 million to \$60 million) payable in quarterly installments commencing January 1, 2003, until Government's share of the unfunded liability established at December 31, 2000 is extinguished. *(Total quarterly installments after this increase will be \$15 million per quarter.)*
3. 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.

4. All unions representing Public Service Pension Plan members must indicate, in writing, acceptance of this proposal
5. For the duration of the Collective Agreement the Employer agrees to maintain the Public Service Pension Plan as an independent pension plan.

## Memorandum of Understanding - 2004

### Classification Plan

1. 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 NAPE 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.
2. 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.
3. 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.
4. The ratings of the positions will be conducted by the staff of the Classification and Compensation Division of the Public Service Secretariat. 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.
5. 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  
Re: Severance Pay Calculation**

The parties agree that for the purpose of calculating the pay out of severance benefits the following shall apply;

- for employees hired prior to March 31, 2001 a year is equivalent to a total of 1330 hours.
- for employees hired after March 31, 2001 a year is equivalent to a total of 1820 hours.

**MEMORANDUM OF UNDERSTANDING**

**EAP**

Employees covered by the Student Assistants Collective Agreement 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 (Treasury Board Committee of Cabinet) determines that it is unable to recruit/retain employees in specific positions at a particular geographic site, the Employer (Treasury Board Committee of Cabinet) may provide benefits to employees beyond those outlined in the collective agreement.

**LETTER OF UNDERSTANDING**

Ms. Vina Gould  
Employee Relations Officer  
Newfoundland Association of  
Public & Private Employees  
P. O. Box 8100  
330 Portugal Cove Road  
St. John's, NF  
A1B 3M9

Dear Ms. Gould:

**Re: Hours of Work Reviews**

The Employer agrees that the Local President or his/her designate and the Director of Human Resources or his/her designate for each School Board shall meet within two months of the commencement of the school year to review the hours of work assigned to and deployed by the School Board to determine scheduling procedures and whether overlapping is occurring and how it can be minimized.

This review shall be conducted each school year. The employer will provide time off with pay for the Local President or his/her designate to attend such meetings.

Yours truly,

**Brian Miller**  
Chief Negotiator  
NL School Boards Association

This is not the official version.

**LETTER OF UNDERSTANDING**

Ms. Vina Gould  
Employee Relations Officer  
Newfoundland Association of  
Public & Private Employees  
P.O. Box 8100  
330 Portugal Cove Road  
St. John's, NF A1B 3M9

Dear Ms. Gould:

**RE: Recall**

Student Assistants will be recalled in accordance with Clause 14.05 (a). In cases where the welfare of the student is not disadvantaged the Employer will endeavour to provide Student Assistants with a choice of available positions provided the Student Assistant is qualified and able to perform the work required.

Yours truly,

**Brian Miller**  
Chief Negotiator  
NL School Boards Association

**LETTER OF UNDERSTANDING**

Ms. Vina Gould  
Employee Relations Officer  
Newfoundland Association of  
Public & Private Employees  
P.O. Box 8100  
330 Portugal Cove Road  
St. John's, NF  
A1B 3M9

Dear Ms. Gould:

**RE: Incumbency**

When increase in the hours of work for a permanent part-time position occurs after recall has been completed, the Principal, in consultation with the Program Planning Team, shall determine if the retention of the same Student Assistant is in the best interest of the student. A Shop Steward or the Local President shall be a member of the team for discussion on this issue only. If the decision is not acceptable to the Union it has the option to file a grievance on the matter.

Yours truly,

**Brian Miller**  
Chief Negotiator  
NL School Boards Association

This is not the official version.

## Letter of Understanding

Ms. Vina Gould  
E.R.O.  
NAPE

Dear Ms. Gould:

### Re: 14:05(c)(ii) - Temporary Employees

The calling of temporary employees will be in accordance with the approved list supplied to the schools by Board Office. Any additions to this list must first be approved by the Board Office.

In areas where there appears to be blatant favouritism in the calling of employees for temporary positions, the parties may refer the matter to Labour Management for discussion. The burden of proof rests with the Union.

Yours truly,

**Brian Miller**  
Chief Negotiator  
NL School Boards Association

**Letter of Understanding**

Vina Gould  
E.R.O.  
NAPE

Dear Ms. Gould:

**Re: Scheduling of Breaks [15.04(a)]**

It is not the intent of the employer to schedule regular breaks at the beginning or end of a shift, except for extenuating circumstances that may occasionally occur.

Yours truly,

**Brian Miller**  
Chief Negotiator  
NL School Boards Association

This is not the official version.

## Letter of Understanding

Vina Gould  
E.R.O.  
Nape

Dear Ms. Gould:

### Re: Exceptional Circumstances (15.02(c))

It is agreed that on occasion, exceptional circumstances related to a short term change in the needs of a child may occur. Where in the opinion of the Employer such exceptional circumstances occur, and new hours are allocated to a school, the Employer shall consult with the Union, and where mutually agreed, posting will be waived, and the new hours will be assigned to the senior Student Assistant in the school, where programming and scheduling needs permit.

Yours truly,

**Brian Miller**  
Chief Negotiator  
NL School Boards Association