

# COLLECTIVE AGREEMENT

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

**(Represented herein by the Treasury Board)**

**AND: NL ENGLISH SCHOOL DISTRICT  
hereinafter called the Employer,**

Party of the First Part

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

Party of the Second Part



**April 1, 2016 - March 31, 2020**

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## **ARTICLE 1: PREAMBLE**

### 1:01 Preamble

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

## **ARTICLE 2: MANAGEMENT RIGHTS**

### \*2:01 Management Rights

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

Notwithstanding the above, following the adoption of new policies by the School Board, the Employer will make every reasonable effort to forward same to the Union, prior to implementation.

## **ARTICLE 3: RECOGNITION AND NEGOTIATIONS**

### 3:01 (a) Bargaining Unit

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

### (b) New Positions

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

(c) Interpretation

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

(d) Successor Rights

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

3:02 Work of the Bargaining Unit

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

3:03 Other Agreements

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

3:04 Part-Time and Temporary Employees

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

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

3:05 Union to be Notified of Temporary Status

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

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

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

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

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

**ARTICLE 4: UNION STATUS**

4:01 Employee Status

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

4:02 Check-Off of Union Dues

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

4:03 No Discrimination

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

4:04 New Employees

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

Upon employment, an employee will be provided with written information concerning:

- (a) job description – as available and updated
- (b) starting salary and classification
- (c) terms and conditions of employment and where copies of the Collective Agreement have been provided to the School Board by the Union, the employee will receive a copy.

4:05 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the office of the Assistant Director of Human Resources or designate of the English School District and the Recording Secretary of the Union.

4:06 Interviewing Opportunity

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

**ARTICLE 5: LABOUR MANAGEMENT RELATIONS**

5:01 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

5:02 Union Activities

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

5:03 Representative of Canadian Union of Public Employees

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

**ARTICLE 6: RESOLUTIONS AND REPORTS OF THE BOARD**

6:01 Employer Shall Notify Union

- (a) In the interest of good relations between the Union and the Board, the Employer agrees that consultation will take place between both parties on recommendations concerning conditions of employment which affect employees within the bargaining unit. The Employer also agrees to consult the Union before implementation of any recommendation which might affect the current conditions of present employees.
- (b) Before the introduction of any technological change or new method of operation which affects the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change. Any such change shall be made only after the Union and the Employer have discussed the matter. The discussion shall take place within twenty-one (21) days of the Employer's notification of the proposed changes to the Union. The period of notice as stipulated in Article 10:08 shall also apply in cases of technological change.
- (c) The Employer shall provide each employee with a detailed Employee Benefit statement which shall outline, in clear, simple and concise terms, the benefits received and where applicable their cost, including sick leave and vacation credits, group life insurance, extended health and dental insurance, income maintenance, pension and all statutory benefits received by an employee. Any information not on the employees pay stub will be provided by the Employer upon written request by the employee.



**ARTICLE 7: GRIEVANCE PROCEDURE**

7:01 Recognition of Stewards and Grievance Committee

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

7:02 Permission to Leave Work

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

7:03 Definition of Grievances

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

\*7:04 Settling of Grievances

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

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

<u>Maintenance/ Trades Personnel</u>	Manager in Facilities Division
<u>School Secretaries/Office Personnel/ Program Assistants</u>	Manager of Human Resources

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

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

7:05 Policy Grievance

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

7:06 Replies in Writing

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

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

7:07 Time Limits and Technical Objections

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

7:08 Facilities for Grievance

The Employer shall supply all necessary facilities for grievance meetings.

7:09 Supplementary Agreements

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

7:10 Preventative Mediation

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

**ARTICLE 8: ARBITRATION**

8:01 (a) Composition of Board of Arbitration

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

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

The two (2) arbitrators named shall, within five (5) days of the appointment of the second of them, name a third arbitrator and he shall be the Chairman of the Board.

(b) Provision for Single Arbitrator

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

(c) Expedited Arbitration

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

- (1) In any dispute of interpretation or application of the Collective Agreement, the parties agree to submit a written brief and present oral arguments to a single arbitrator within twenty (20) days of the referral to arbitration.
- (2) The single arbitrator must be agreed upon by both parties within seven (7) days of the referral to arbitration and the appointed arbitrator must be willing to render a written decision within ten (10) calendar days following presentation of written briefs and oral arguments of each party.

- (3) The single arbitrator may, for the purpose of their clarification, request the appearance of witnesses for questioning at the time of the hearing or during the decision period when an additional meeting may be convened by the arbitrator.

Both parties retain access to the complete arbitration process as described in Article 8 of the Collective Agreement where they do not wish to implement expedited arbitration.

Decisions of the arbitrator will be binding on both parties within the guidelines of the Public Service Collective Bargaining Act.

Cost will be shared on a 50/50 basis.

8:02 Failure to Appoint

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

8:03 Board Procedure

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

8:04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties and upon any person on whose behalf the agreement was made.

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

8:05 Disagreement on Decision

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

8:06 Expenses of the Board

Each party shall pay:

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

8:07 Time Limits

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

8:08 Witnesses

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

**ARTICLE 9:**  
**DISCHARGE, SUSPENSION AND DISCIPLINE**

9:01 Discipline and Dismissal

- (a) The Employer's right to discipline and discharge employees for just cause is hereby confirmed. However, any employee who claims to have been unjustly disciplined or discharged shall have the right to be heard in accordance with the grievance procedure of the Agreement. Any employee who is suspended or discharged shall be provided with written notification within forty-eight (48) hours of any oral notification stating the reason for the suspension or discharge. Written notification for any other disciplinary measure shall be within five (5) working days of any oral notification. Such notification shall state the reason for discipline.

- (b) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position without loss of seniority and shall be compensated for all lost time in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by other arrangement as to compensate which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.
- (c) If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from his/her place of employment, it shall be with pay.
- (d) The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an employee in the course of his/her duties, provided that the Employer is satisfied that the employee performed duties as required by the Employer, and/or the employee acted within the scope of his/her employment.

9:02 Burden of Proof

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

9:03 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, with a copy to the Secretary of the Union, who should hold such in the strictest confidence. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his/her record for use against him/her at any time. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to his/her work. The employee's reply to such a complaint, accusation or expression of dissatisfaction shall become part of his/her record.

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

9:04 Personnel Records

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

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

An employee who has been terminated may access his/her personnel file within seven (7) working days of such request, or as soon as reasonably possible thereafter. Any employee involved in an arbitration hearing shall have the right to copy all documents in his/her personnel file.

9:05 Right to Have Steward Present

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

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

**ARTICLE 10: SENIORITY**

10:01 Seniority Defined

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

- (a) Date of hire for employees of the former Avalon East School Board is calculated based on the employees' service up to March 31, 1998. The seniority list generated effective April 1, 1998 reflects this calculation and employees hired after April 1, 1998 are placed on the list based on actual date of hire.
- (b) Date of hire for employees of any former Boards, and who move into this bargaining unit hired prior to September 1, 2004, a seniority date shall be calculated based on the employee's service up to August 31, 2004.

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

10:02      Seniority Lists

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

\*10:03      Probation and Trial Period

- \*(a) Probation for New Permanent Employees - A newly hired employee shall be on probation for a period of one hundred and twenty (120) days of work at least eighty (80) of which shall occur during the school year. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, other than a probationary employee who has been dismissed for reasons of unsuitability or incompetence as deemed by the Employer. The Union reserves the right to grieve the termination of a probationary employee on the grounds of bad faith or discrimination. Seniority shall take effect from original date of hire.
- (b) Trial Period - Employees who move to a new classification shall assume their new duties on a trial basis for up to sixty (60) days of work, the first fourteen (14) days of which shall be a familiarization period. Conditional on satisfactory service, the employee shall be confirmed in the position after the trial period. In the event that



the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or the position proves unsatisfactory to the employee prior to the employee's former position being filled, he shall be returned to his/her former position, wage or salary rate without loss of seniority and accrued benefits. Likewise, any other employee promoted or transferred because of the successful applicant's promotion shall be returned to his/her former position, wage or salary. It is understood that this is a trial period not a training period.

10:04     Loss of Seniority

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

1. He is discharged for just cause and not reinstated.
2. He resigns in writing, and does not withdraw in writing within two (2) working days.
3. He is absent from work in excess of four (4) consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
4. He fails to return to work within five (5) working days following a recall and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address. An employee recalled for casual work or employment of short duration at a time when he is employed elsewhere shall not lose his/her recall rights for refusal to return to work.
5. He is a temporary employee and refused recall on three (3) consecutive occasions over an eighteen (18) month period to a position of the same or equal pay rate if the employee is qualified unless through sickness or just cause, including geographical considerations.
6. He is laid off for a period longer than twenty-four (24) consecutive months.
7. He has been on leave without pay for a period longer than twenty-four (24) consecutive months.
8. He has been outside the bargaining unit for a period longer than twenty-four (24) consecutive months.

\*10:05     Transfers and Seniority Outside Bargaining Unit

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

- \* (b) Effective date of signing, when an employee is appointed to a temporary non-bargaining/non-management or management position following a competition, unless otherwise mutually agreed by the Employer and the Union, such employee shall only be permitted to remain in the non-bargaining/non-management or management position, without forfeiting his/her union position, for a period of twelve (12) months, except in the case of a long term sick leave replacement. Such employee shall continue to pay union dues. With respect to a permanent employee, upon completion of the temporary position, said employee shall return to their permanent position, unless this position has since been declared redundant. In such case the affected employee shall be permitted to exercise their bumping rights as per Article 10:07 b) of the collective agreement. In the case of a temporary employee, upon completion of the temporary position, said position shall be permitted to exercise their bumping rights as per Article 10:07 b) of the collective agreement.
- \* (c) An employee who accepts a permanent position outside the bargaining unit shall cease to be a bargaining unit member effective the date of acceptance to that position.

\*10:06 Vacancies

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

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

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

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

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

- (b) Temporary positions which are estimated to exceed or do exceed eight (8) weeks duration shall be posted through the bargaining unit as above. However, employees within their own school or office, having the required qualifications, may be assigned to a higher rated position or a position with increased hours of work for that interim period prior to posting without recourse to the vacancy procedure.
- \*(c) A permanent employee who changes his/her position as a result of layoff shall have the opportunity within two (2) years to return to his/her former position in his/her former school or department should a vacancy occur which the Board intends to fill provided they are qualified and able to perform the duties required for the position.

Similarly, a permanent employee who is bumped out of his/her permanent position as a result of a layoff shall have the opportunity to return to his/her former position should a position become available in his/her classification in the same school or department within twelve (12) months of the initial bump.

- (d) Employees shall be permitted to fax or email their application to the Employer for any posted position in accordance with the instructions on the job posting.
- (e) Employees who fill a temporary vacancy may not bid on any other temporary vacancy, at the same or lower pay level, unless the duration of the temporary vacancy is known to exceed two months.
- (f) Permanent full-time employees are not eligible for vacancies in temporary positions at the same or lower pay level other than: reasonable geographical considerations, greater number of hours, fiscal considerations i.e. overtime opportunities or other situations by mutual agreement of the parties.

\*10:07 Role of Seniority re Lay-Off

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

No new employees shall be hired for a classification until those laid off have been given opportunity of recall. Notwithstanding the above, when school secretaries are

laid off for the summer months, they cannot bump permanent central office personnel for that two (2) month period, but shall be laid off in the reverse order of their seniority by classification. School secretaries who are to be laid off for the summer months shall be notified of same by May 15th of each year.

\* (b) Bumping Procedures

- (1)
  - (i) An employee who is to be laid off or who is not recalled when a recall occurs, shall be entitled to bump an employee who has less seniority in the employee's preferred school or department covered by this Agreement, provided that the employee retained or recalled in accordance with this procedure has the required qualifications and ability to do the work.
  - (ii) The employee who is bumped in accordance with this procedure shall be deemed to have been given notice of layoff with effect from the date that the employee who bumped him was given notice of layoff.
  - (iii) The employee who is bumped from a recall in accordance with this procedure shall be deemed not to have been recalled.
- \* (2) Any employee who is laid off or bumped in accordance with this Article shall make his/her intention known to the Employer, with respect to bumping, within five (5) working days of being notified of such by the Employer. Notwithstanding any other provision of this Article an employee shall be given no less than two (2) working days' notice that he/she is to be bumped.
- (3) A permanent employee who bumps into a temporary position shall retain his/her permanent status, including their bumping rights under Article 10:07 b).

10:08 Advance Notice of Layoff

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

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

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

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

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

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

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

10:09 Union Notification

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

10:10 Seniority Benefits of School Year Employees

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

10:11 Promotions Requiring Higher Qualifications

Consideration for promotions will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification which will be completed within the trial period as defined in Article 10:03(b) or such longer period as may be mutually agreed between the parties. Such employee reverts to his/her former position if the required qualifications are not met within such time.

10:12 Older Worker Provision

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

In the above situation, should the worker not be able to be accommodated by the Employer, he/she shall be permitted to bump as per the provisions of Article 10:07.

10:13 Handicapped Worker Provisions

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

In the above situation, should the worker not be able to be accommodated by the Employer, he/she shall be permitted to bump as per the provisions of Article 10:07.

10:14 Training Course

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

10:15 Permanent Employees in Temporary Positions

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

## ARTICLE 11: HOURS OF WORK

11:01 (a) Hours of Work

The normal work week for Central Office Staff, with the exception of Switchboard Clerk and File Clerk, will consist of five (5) seven hour days, Monday to Friday, i.e. thirty-five (35) hours per week, exclusive of lunch breaks. The normal work week for Switchboard and File Clerk will consist of five (5) eight hours days, Monday to Friday, i.e. forty (40) hours per week, exclusive of lunch breaks.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) Paid Rest

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

Shift up to four (4) hours - One fifteen (15) minute break.

Shift between four (4) hours and five (5) hours - One twenty (20) minute break.

Shift between five (5) and eight (8) hours - Two fifteen (15) minute breaks split between the first and second half of the shift.

(c) Split Shifts

No split shifts shall be worked.

(d) Shift Posting

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

(e) Summer Hours

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

- (f) The Union agrees that secretaries remaining in their schools for short periods of time beyond the regular lay-off date will remain at his/her school for this interim period without having the job posted through the vacancy clause. This will not apply however for other longer summer work requirements, such as summer school, in which case the job will be posted and awarded on a seniority basis.

## **ARTICLE 12: OVERTIME**

\*12:01 Overtime Defined

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

Effective on date of signing, overtime shall be calculated in fifteen (15) minute units, moved to the next highest 15 minute interval.

12:02 Overtime Rates

- (a) All time worked beyond regular full time hours on a daily or weekly basis for each classification as outlined in 11:01 shall be paid at the rate of time and one-half. Work performed on any holiday outlined in Article 13:01 shall be compensated for with pay at the rate of time and one-half (1½), in addition to holiday pay. Subject to the above conditions, all overtime worked in excess of three (3) hours per day shall be paid for at the rate of double time.
- (b) All time worked by part-time employees in excess of equivalent full-time hours on a daily or weekly basis in accordance with 11:01(a) Hours of Work, shall be considered overtime and shall be paid as per 12:02(a) "Overtime Rates".



12:03 Call Back Guarantee

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

12:04 Time Off in lieu of Overtime

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

\*12:05 Sharing of Overtime

Where possible, overtime and call back time shall be distributed as evenly as practical among employees, first from the same classification in the same school, or department who are willing and qualified to perform the available work. Where an employee or team of employees has been identified for a specific project, the employer reserves the right to retain this particular work group for any overtime for the duration of a project not exceeding three (3) days.

Notwithstanding the above, in special circumstances, when additional employees are required to perform work in a school on an overtime basis due to an emergency or matter affecting the opening/closing of that school, school-based maintenance and custodial employees shall be called on a seniority basis.

12:06 Voluntary Overtime

Overtime work shall be on a voluntary basis.

12:07 Shift Differential

- (a) A shift differential of two dollars and thirty cents (\$2.30) per hour shall be paid for each hour the employee works between the hours of 1600 on one day and 0800 hours on the following day provided that the shift includes hours after 1800 hours.
- (b) A Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday.
- (c) If an employee qualifies for both differentials under (a) and (b) above, he/she shall receive both.

**ARTICLE 13: HOLIDAYS**

13:01 (a) Paid Holidays

The Employer recognizes the following as paid holidays:

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

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

(b) To Qualify for Paid Holidays

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

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

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

13:02     Compensation for Holiday on Scheduled Days Off

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

**ARTICLE 14: VACATION**

\*14:01     Length of Vacations

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

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

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

Permanent part-time employees shall accrue vacation credits as per the above schedule on a pro-rata basis.

Temporary employees will receive vacation pay on their pay cheques in lieu of an annual vacation. Notwithstanding, any temporary worker employed in a posted position shall accrue vacation credits and take vacation time.

14:02     Paid Holiday During Vacation

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

14:03     Vacation Pay on Termination

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

14:04 Preference in Vacation

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

14:05 Summer Vacation Schedules

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

14:06 Unbroken Vacation Period

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

14:07 Overtime Vacation Rate

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

14:08 Accumulated Annual Leave

- (a) An employee may carry forward from one year to the next any unused annual leave not taken by him in previous years until by so doing he has reached a maximum of one year's entitlement.
- (b) Notwithstanding the above, school year employees may carry forward any unused annual leave, until by doing so they reach a maximum of fifty (50) days. It is understood that this carry forward must be used in the year in which the maximum is reached. This will allow for annual leave to be taken during the summer recess period.
- (c) For the purposes of (a) and (b) above, "year" is defined as September 1 to August 31 of the following year.

- (d) In special circumstances, i.e. being on extended sick leave, Workers' Compensation, or compassionate situations which prevent an employee from taking vacation during that year, the employee may be permitted to carry forward another year's entitlement in addition to those referred to above.

## **ARTICLE 15: SICK LEAVE**

### 15:01 Sick Leave Defined

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

### 15:02 Annual Paid Sick Leave

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

### 15:03 Proof of Illness

The Employer may require the employee to produce a certificate from a medical practitioner for an illness in excess of three (3) consecutive working days, certifying that he/she is unable to carry out his/her duties due to illness. Where such a certificate is required, the employee shall submit the original medical certificate to the immediate supervisor prior to or immediately upon his/her or her return to work. The Employer has to be notified that the employee is to be absent before shift begins. The Employer has the right to request a medical certificate for aggregate in excess of five (5) occurrences annually and at any time when a pattern seems to be established.

15:04 Sick Leave During Leave of Absence

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

15:05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

Employees are required to make every reasonable effort to arrange medical appointments during non-working hours. Notice of appointment is to be given to the employee's supervisor at the time the appointment is made or as soon as reasonably possible. Employees must obtain permission from their immediate supervisor prior to leaving the workplace.

15:06 Payment of Unused Sick Leave

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

- (a) All employees of the Bargaining Unit as of December 31, 1984, shall receive upon termination due to death, retirement, disability, lay-off or resignation, payment of all sick leave days accumulated up to that date at the rate of pay effective at the time of termination of employment. Effective January 1, 1985, all current and new employees shall accrue sick leave credits for usage only and they are no longer payable as a pay-out feature.
- (b) When an employee receives payment for sick leave upon termination of employment, he shall forfeit his/her remaining days for sick leave and will not be credited with same should he return to the service of the Employer.

2) For Employees of Former Avalon Consolidated School Board

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

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

15:07 Sick Leave Records

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

15:08 Illness in the Family

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

15:09 Extension of Sick Leave

Subject to Article 27:01(a) and (b) and the Employer being able to recover monies owing in the event the employee fails to return to work, an employee with more than five (5) years of service who has exhausted his/her sick leave credits shall be allowed an extension of his/her sick leave to a maximum of fifteen (15) working days for each serious illness. Upon his/her return to duty, the employee shall repay the extension of sick leave in full at the rate of one-half of his/her monthly accumulation. No employee shall have his/her services terminated by virtue of having exhausted his/her sick leave credits.

15:10 Sick Leave for Temporary Employees

A temporary employee shall not receive sick leave if the temporary employee refuses recall from lay-off due to illness, but the temporary employee shall earn service for seniority purposes for the time that he/she did not report to work because of illness. Sick leave shall be awarded to a temporary employee for the day on which he/she commences work and subsequently qualifies for sick leave under this Article. The temporary employee who refused recall due to illness shall advise the Employer of his/her availability for work once he/she has recovered from illness.

## **ARTICLE 16: LEAVE OF ABSENCE**

### 16:01 Negotiation Pay Provision

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

### 16:02 Grievance and Arbitration Pay Provision

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

### 16:03 Leave of Absence for Union Functions

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



16:04 Paid Bereavement Leave

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

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

16:05 Pallbearers Leave

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

16:06 Maternity Leave/Adoption Leave/Parental Leave

- (a) (i) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
- (ii) An employee is entitled to a maximum of fifty-two (52) weeks leave under this Clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- (b) (i) An employee may return to duty after giving his/her supervisor two (2) weeks notice of his/her intention to do so.
- (ii) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- (c) (i) Periods of leave up to fifty-two (52) weeks shall count for seniority, annual leave and severance purposes.
- (ii) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of fifty-two (52) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.

- (d) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave.
- (e) While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through the School Board Office.
- (f) An employee, who so desires, may be permitted to avail of his/her accumulated vacation leave immediately before or after maternity/adoption/parental leave subject to the approval of the supervisor and operational requirements.

16:07 Paid Jury Or Court Witness Duty Leave

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

16:08 Time Off for Elections

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

16:09 Declared State of Emergency

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

16.10 Storm Conditions

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

When an employee, through no fault of his/her own, is unable to report for work because of the adverse weather conditions, such employee shall suffer no loss of pay or other benefits, nor shall he be required to make up, in any way, for time lost due to not reporting for work. It is expected that employees shall make every reasonable effort to report for work and shall keep the Employer informed of their status.

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

16:11 (a) General Leave

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

(b) Unpaid Leave

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

(c) Extended Unpaid Leave

Upon written request, a permanent employee who has completed ten (10) years of service shall be granted unpaid leave to a maximum of eighteen (18) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid-off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks. An employee shall only be eligible to reapply for leave under this provision after returning to work and accruing an additional five (5) years of service.

Subject to operational considerations, an employee may be granted extended unpaid leave to take another temporary position with the same Employer outside of the bargaining unit. Such leave shall not exceed twelve (12) months, except in the case of a long term sick leave replacement. The twelve (12) month period may also be extended an additional twelve (12) months by mutual agreement of the Employer and the Union.

(d) Education Leave

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

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

- (i) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, of the Employee the Employer shall allow unpaid leave of absence without loss of accrued seniority or benefits so that the Employee may be a candidate for a full-time paid political office at the federal, provincial, or municipal level.
- (ii) Where an Employee is successful in being elected to a full-time paid political office, the Employer, if requested, shall allow unpaid leave of absence without loss of accrued seniority or benefits for the Employee's first term of office. Subsequent re-election will require the Employee to resign from employment with the Employer.
- (iii) An Employee who is elected or selected for a full-time position with the Union, or an affiliated organization shall be granted unpaid leave of absence without loss of accrued seniority or benefits for a period of up to two (2) years. Such leave shall, subject to operational requirements, be renewed upon written request to the Employer one (1) month prior to any renewed term of office.

16:12 Family/Home Responsibility Leave

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

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

Employee's marriage	The day of the wedding
Post-Secondary Graduation	The day of the graduation of Employee's child or spouse

16:13 Change of Leave

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

16:14 Paid Education Leave

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

- (a) Where required, an employee may enroll in advanced or supplementary courses of professional or technical training, and may be awarded leave with pay under such terms and conditions as agreed upon between the parties.
- (b) At an employee's request, education leave may be awarded to an employee to enable him to participate in courses of training either within or outside the Province. The duration of and the rates of pay for such leave shall be subject to such terms and conditions as agreed upon prior to him attending such course. If an employee's application for approval is denied, the employee shall be given the reason in writing.
- (c) With approval of the Employer, leave with pay may be awarded to an employee for the period of time required to write exams for approved educational courses.

16:15 Pension and Retirement Planning

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

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

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

The Employer will endeavour to provide employees with information pertaining to pension and retirement sessions as it becomes available.

### **ARTICLE 17: PAYMENT OF WAGES AND ALLOWANCES**

#### 17:01 Pay Days

(a) The Employer shall pay salaries and wages in accordance with schedules attached hereto and forming part of this Agreement. All payroll payments to employees shall be made through direct deposit.

(b) Payment of Salary and Wages shall be on a Bi-weekly basis.

#### 17:02 Equal Pay for Equal Work

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

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

(a) When an employee is temporarily assigned to relieve in or perform the principle duties of a higher paying position, the employee shall receive the rate for the job.

(b) When an employee is temporarily assigned to a position paying a lower rate, the employee's rate shall not be reduced.

#### 17:04 Mileage Vehicle Allowance:

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

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

- (b) Payment for the use of private vehicles on the Employer's business shall be limited to the mileage rate specified herein.
- (c) Where the Employer and the employee agree that the employee will make his/her vehicle available for Board use as a condition of employment, the employee shall be reimbursed at the applicable government rates.
- (d) For the purpose of programme assistants, their place of employment shall be at the location of the classroom. Mileage shall be estimated from the classroom locale to the location of staff pickup by the bus.
- (e) Mileage reimbursement for any trades people who provide their own transportation will be paid based on the differential between the employees' home and the worksite and the employees' home and the employees' permanent worksite.

**\* ARTICLE 18: INJURY ON DUTY BENEFITS**

18:01 Workers' Compensation Pay Supplement

- (a) An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is recognized by Workplace Health, Safety and Compensation Board as compensable within the meaning of the Workers' Compensation Act, shall receive compensation in accordance with the applicable legislation.
- (b) While off waiting for the approval of a claim submitted to the Workplace Health, Safety and Compensation Commission an employee will continue to receive his/her pay at the salary level calculated as if the claim was approved providing the Employer is holding sufficient assets of the employee. Should the claim be denied from the Workplace Health, Safety and Compensation Commission, the Employer shall recover the monies paid out through deduction from the employee's sick leave bank. In the event this bank has been depleted, the Employer may recover this amount through any outstanding payment due to the employee.
- (c) It is understood and agreed by the parties to this Collective Agreement that an employee retains and continues to accumulate sick leave credits while off work and in receipt of benefits other than EEL from the Workplace Health, Safety and Compensation Commission.
- (d) It is understood and agreed by the parties to this Collective Agreement that an employee retains and continues to accumulate annual vacation credits and shall have the right to carry forward one (1) year's vacation entitlement from one year to the next while off work and in receipt of benefits from the Workplace Health, Safety and Compensation Commission other than extended earnings loss.

- (e) It is understood and agreed by the parties to this Collective Agreement that an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission after the date of signing of this agreement shall no longer accumulate benefits under this agreement but shall have their position with the employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated.

## **ARTICLE 19: GENERAL CONDITIONS**

### 19:01 Proper Accommodation and Parking Facilities

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

### 19:02 Bulletin Boards

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

### 19:03 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context or the party or parties here do so require.

### 19:04 Tools and Equipment

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

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

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



(b) Protection for Tools and Equipment

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

**ARTICLE 20: CHANGES IN AGREEMENT**

20:01 Changes in Agreement

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

**ARTICLE 21: STRIKES AND LOCKOUTS**

21:01 Strikes and Lockouts

The Employer and the Union, agree that there shall be no strikes and no lockouts during the term of this Agreement. Both parties further agree that in the event of third party labour disputes affecting the Employer's place of business, that employees of this bargaining unit have a contractual obligation to report for work unless physically prohibited from doing so, or unless they express reasonable fears of injury or reprisals against their person or property. In such an event, failure to cross such a picket line by a member of this Bargaining Unit, shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

21:02 Legislation and Collective Agreements

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

**ARTICLE 22: CONTRACTING OUT**

22:01 Contracting Out

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

**ARTICLE 23:**  
**LABOUR MANAGEMENT CO-OPERATION COMMITTEE**

\*23:01 Labour Management Committee

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

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

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

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

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

- (e) Minutes of each meeting of the Committee shall be prepared by the Human Resources staff and signed by the joint Chairpersons as promptly as possible after the close of the meeting. Any disagreement as to the content of the minutes shall be referred to the next meeting for resolution.

**ARTICLE 24:**  
**PENSIONS, GROUP LIFE AND HEALTH BENEFITS**

24:01 Pensions, Group Life and Health Benefits

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

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

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

25:01     Job Description

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

25:02     Classification & Reclassification Appeal Procedures

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

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

**ARTICLE 26: PROTECTIVE CLOTHING**

26:01     Protective Clothing

The Employer shall provide CSA approved (where applicable) protective clothing and equipment for those employees required to perform various types of work required by the Employer in the following classifications:

Trades Staff, Maintenance Custodians and Custodians: CSA Safety Boots (outdoor or indoor), Coveralls, Raingear

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

Cleaners: Smocks, CSA approved indoor safety footwear.

Security Workers: CSA approved safety footwear, rain gear, and fluorescent vests marked Security.

The above shall apply to all permanent employees in the above classifications and temporary workers as mutually agreed.

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

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

\*26:02 Standardized Uniforms

The Employer shall supply standardized uniforms for the following classifications:

Maintenance Custodians, Custodians, Cleaners, Security Workers and Trades Shop Personnel.

Employees shall be fitted for the prescribed uniform by a supplier identified by the School Board.

Uniforms to include two (2) pairs of pants and three (3) shirts each for permanent employees, and one (1) pair of pants and one (1) shirt for temporary employees. Upon completion of their probationary period temporary employees shall be immediately eligible to receive their full uniform allocation.

Annual reallocation to be one (1) pair of pants and one (1) shirt for permanent employees. Specialist clothing for specific trades workers will be evaluated on a need basis.

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

The Employer shall, over the life of the agreement, supply insulated coveralls to classifications required to perform snow shoveling or other extensive work outdoors in the winter. The provision of these coveralls are solely for work being performed at the direction of the Employer.

Any disputes arising from the distribution or quality of the clothing distributed shall be referred to the Labour Management Committee.

**ARTICLE 27: SEVERANCE PAY**

**(Effective March 31, 2018)**

\*27:01 (a) An employee who has one (1) or more years of continuous service in the employ of the Employer is entitled to be paid, or in the event of death to the employee's estate, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his weekly salary to a maximum of twenty (20) weeks' pay. Maternity leave and adoption leave up to fifty-two (52) weeks shall be counted as service for severance pay purposes.

- (b) (i) For the purpose of this Article, service for a temporary, seasonal and part-time employees shall be the equivalent of one (1) year of accumulated service provided that where a break in employment exceeds twenty-four (24) consecutive months, service shall commence from the date of re-employment.
- (ii) For the purpose of this Article, any period during which an employee is on authorized leave without pay, such period shall not be deemed to be a break in service; however, periods of authorized leave without pay shall not be considered as service in the calculation of severance pay entitlement unless otherwise specified in the collective agreement.
- (c) The maximum severance pay which an employee shall be paid for his total period of employment in the public service shall not exceed the number of weeks as specified in (a) above.
- (d) The effective date of this Article shall be March 31, 2018. Notwithstanding that employees may elect to defer the receipt of their severance entitlement in accordance with this Article, the rate of pay, service for severance entitlement and position used shall be that on March 31, 2018. Where an employee is on layoff or an approved leave of absence, the position and rate of pay at the date of layoff or date of leave of absence shall be used.
  - (i) Except where a request to defer the payment of severance pay has been received by the employer in accordance with this Article, employees shall receive their severance entitlement on or before March 31, 2019.
  - (ii) Employees who wish to defer the receipt of their severance entitlement to the fiscal year commencing April 2019, may do so by providing written notice to the employer as to which quarter of that fiscal year they wish to receive their severance entitlement. The fiscal year commencing April 2019 shall be divided into the following four (4) quarters:
    - April 1, 2019 to June 30, 2019
    - July 1, 2019 to September 30, 2019
    - October 1, 2019 to December 31, 2019
    - January 1, 2020 to March 31, 2020
  - (iii) Employees who elect to defer the receipt of their severance entitlement to the fiscal year commencing April 2019, shall notify the employer in writing no later than January 31, 2019, and identify the quarter in which they wish to receive their severance entitlement as per this Article. Furthermore, the employee shall indicate in their written notification if he/she wishes to have all or a portion of his/her severance entitlement rolled into a RRSP. Where the employee fails to indicate same, they shall be paid their full severance entitlement.

- (e) Effective March 31, 2018, there shall be no further accumulation of service for severance pay purposes.

## **ARTICLE 28: HEALTH AND SAFETY**

### 28:01 Co-operation on Safety

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

### 28:02 Union Employer Safety Committee

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

### 28:03 Safety Committee Pay Provisions

The Health and Safety Committee shall hold meetings at least every three (3) months. Additional meetings may be requested by either party to deal with any unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of minutes of all committee meetings shall be sent to the Employer and to the Union.

### 28:04 Safety Measures

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

### 28:05 No Disciplinary Action

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

### 28:06 Accident Notification

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

28:07 Injury Pay Provision

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay, without deduction from sick leave, unless a doctor or nurse stated that the employee is fit for further work on that shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

28:08 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

28:09 First Aid Kits

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

28:10 First Aid Instruction

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

28:11 Alcoholism and Drug Dependency

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

The Union and the Employer may cooperate in disciplinary cases in encouraging employees to undergo a recognized program of rehabilitation for their alcoholism or drug dependency where a diagnosis of alcoholism or drug dependency is established.

28:12 Early and Safe Return To Work

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

## **ARTICLE 29: COST OF PRINTING**

### 29:01 Cost of Printing

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

## **ARTICLE 30: RETROACTIVITY**

### 30:01 Retroactivity

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

## **ARTICLE 31: TECHNICAL INFORMATION**

### 31:01 Technical Information

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

## **ARTICLE 32: SEXUAL AND PERSONAL HARASSMENT**

32:01 The Employer and the Union consider sexual and personal harassment to be reprehensible and are committed to maintaining an environment in which such harassment does not exist.

### 32:02 Sexual Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the sexual harassment ceases. The victim shall be protected from repercussions which may result from his/her complaint.
- (b) In cases of harassment that have not been settled to the satisfaction of the complainant, the matter may be referred to the Human Rights Commission for settlement or by other means that are mutually acceptable to the parties.



- (c) Sexual harassment is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one (1) time basis or a series of incidents, however, minor. It is unsolicited, one sided and/or coercive. Both males and females may be the victims of sexual harassment. Sexual harassment may involve favours or promises of favours or advantages in return for submission to sexual advances or, alternatively, the threat of reprisal for refusing. Sexual harassment can be expressed in a number of ways which may include:
- unnecessary touching or patting,
  - suggestive written remarks or sexually aggressive remarks,
  - leering (suggestive staring) at a person's body,
  - demand for sexual favours,
  - compromising invitations, and/or
  - physical assault.

### 32:03 Personal Harassment

- (a) Personal harassment is any behaviour by any person in the workplace, which the person knows or ought to have reasonably known to be offensive or threatening, that is directed at and is offensive to an employee. Such alleged harassment does not include appropriate supervisory practices or matters within the normal disciplinary processes of the Board.

The definition includes blatant misuse of power such as intimidation, threats, blackmail or coercion.

- (b) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If personal harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the personal harassment ceases. The victim shall be protected from repercussions which may result from his/her complaint.

## **ARTICLE 33:** **AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION**

### 33:01 Amalgamation and Merger Protection

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

1. Employees shall be credited with all seniority rights with the new Employer.
2. All service credits relating to vacations with pay, sick leave credits and other benefits shall be recognized by the new Employer.
3. All works and services presently performed by the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.

4. Conditions of employment and wage rates for the new Employer shall be equal to the provisions of this agreement.
5. No employees shall suffer loss of employment as a result of merger.
6. In the event of layoffs or redundancies resulting from the merger or amalgamation preference in location of employment in the merged Employer shall be on the basis of seniority, provided that the employee meets the qualifications for the position.

33:02 Portability

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

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

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

**ARTICLE 34: ENTIRE AGREEMENT**

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

**ARTICLE 35: DEFINITIONS**

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

**ARTICLE 36: APPRENTICESHIP AND TRAINING PROGRAM**

- 36.01 It is agreed by the parties that the Apprenticeship Training Program currently in place as outlined in Schedule "F" shall form part of the Collective Agreement until its expiry date and can only be amended by the mutual consent of the parties.

**ARTICLE 37: EMPLOYEE ASSISTANCE PROGRAM**

37.01 The Union and Employer agree that the Employee Assistance Program as per the Schedule "G" and coordinated by the Public Service Commission (PSC) shall apply to members covered under this agreement and any changes to the program must have the approval of the Joint Labour Management Committee as defined in Schedule "G".

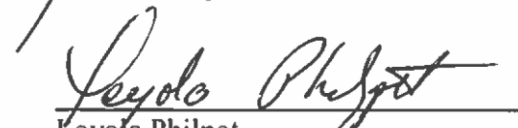
**THIS AGREEMENT** shall be binding and remain in effect as of April 1, 2016 to the 31<sup>st</sup> day of March, 2020 inclusive and shall continue from year to year thereafter unless either party to this Agreement, may within the seven month period immediately prior to the expiration of this Agreement, issue notice to the other party of its desire to terminate or amend the Agreement.

Date of signing January 9, 2019.

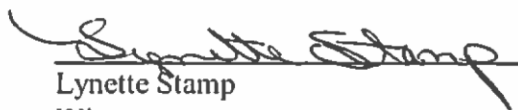
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1560, SIGNED BY:**

  
Derrick Barrett  
National Representative

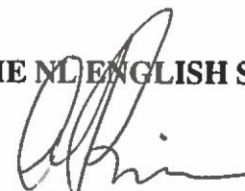
  
Roger Butt  
President, CUPE 1560

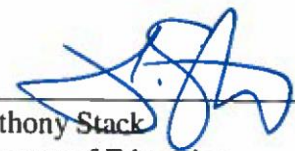
  
Loyola Philpot  
Witness

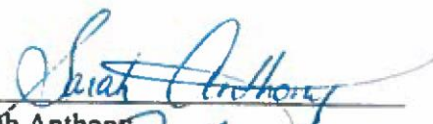
  
Dennis McDonald  
Witness


  
Lynette Stamp  
Witness

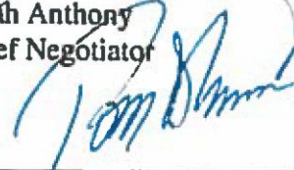
**THE NL ENGLISH SCHOOL DISTRICT SIGNED BY:**

  
Goronwy Price  
Chairperson  
English School Board

  
Anthony Stack  
Director of Education  
English School Board

  
Sarah Anthony  
Chief Negotiator

  
Alicia Sainsbury  
Director of Human Resources

  
Honourable Tom Osborne  
Minister of Finance  
President of Treasury Board

**SCHEDULE 'A'**

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

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

December 15, 1995

## SCHEDULE "B"

### A. Step Progression

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

### B. Red Circled Employees

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

**SCHEDULE "C"**

**Effective April 15, 2016**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	\$16.41	\$16.95	\$17.48
CG-09	\$16.55	\$17.09	\$17.58
CG-10	\$16.67	\$17.18	\$17.73
CG-11	\$16.76	\$17.32	\$17.88
CG-12	\$16.94	\$17.50	\$18.01
CG-13	\$17.09	\$17.65	\$18.24
CG-14	\$17.25	\$17.85	\$18.45
CG-15	\$17.48	\$18.08	\$18.69
CG-16	\$17.67	\$18.33	\$18.93
CG-17	\$17.96	\$18.65	\$19.31
CG-18	\$18.15	\$18.85	\$19.56
CG-19	\$18.52	\$19.27	\$19.99
CG-20	\$18.88	\$19.68	\$20.48
CG-21	\$19.22	\$20.06	\$20.94
CG-22	\$19.58	\$20.49	\$21.47
CG-23	\$19.98	\$20.95	\$21.95
CG-24	\$20.71	\$21.75	\$22.81
CG-25	\$21.53	\$22.62	\$23.74
CG-26	\$22.23	\$23.43	\$24.61
CG-27	\$23.07	\$24.28	\$25.53
CG-28	\$23.89	\$25.17	\$26.47
CG-29	\$24.52	\$25.84	\$27.23
CG-30	\$25.18	\$26.60	\$27.96
CG-31	\$26.14	\$27.56	\$29.04
CG-32	\$26.97	\$28.48	\$29.98
CG-33	\$27.85	\$29.39	\$30.98
CG-34	\$28.78	\$30.41	\$32.06
CG-35	\$29.83	\$31.57	\$33.28
CG-36	\$30.98	\$32.78	\$34.58
CG-37	\$32.08	\$33.96	\$35.83
CG-38	\$33.25	\$35.17	\$37.10
CG-39	\$34.36	\$36.39	\$38.45
CG-40	\$35.47	\$37.61	\$39.69
CG-41	\$36.32	\$39.58	\$42.83
CG-42	\$37.26	\$40.57	\$43.91
CG-43	\$38.67	\$42.12	\$45.59
CG-44	\$40.06	\$43.69	\$47.26
CG-45	\$41.47	\$45.26	\$48.98
CG-46	\$43.25	\$47.20	\$51.12

Effective April 15, 2017

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	\$16.41	\$16.95	\$17.48
CG-09	\$16.55	\$17.09	\$17.58
CG-10	\$16.67	\$17.18	\$17.73
CG-11	\$16.76	\$17.32	\$17.88
CG-12	\$16.94	\$17.50	\$18.01
CG-13	\$17.09	\$17.65	\$18.24
CG-14	\$17.25	\$17.85	\$18.45
CG-15	\$17.48	\$18.08	\$18.69
CG-16	\$17.67	\$18.33	\$18.93
CG-17	\$17.96	\$18.65	\$19.31
CG-18	\$18.15	\$18.85	\$19.56
CG-19	\$18.52	\$19.27	\$19.99
CG-20	\$18.88	\$19.68	\$20.48
CG-21	\$19.22	\$20.06	\$20.94
CG-22	\$19.58	\$20.49	\$21.47
CG-23	\$19.98	\$20.95	\$21.95
CG-24	\$20.71	\$21.75	\$22.81
CG-25	\$21.53	\$22.62	\$23.74
CG-26	\$22.23	\$23.43	\$24.61
CG-27	\$23.07	\$24.28	\$25.53
CG-28	\$23.89	\$25.17	\$26.47
CG-29	\$24.52	\$25.84	\$27.23
CG-30	\$25.18	\$26.60	\$27.96
CG-31	\$26.14	\$27.56	\$29.04
CG-32	\$26.97	\$28.48	\$29.98
CG-33	\$27.85	\$29.39	\$30.98
CG-34	\$28.78	\$30.41	\$32.06
CG-35	\$29.83	\$31.57	\$33.28
CG-36	\$30.98	\$32.78	\$34.58
CG-37	\$32.08	\$33.96	\$35.83
CG-38	\$33.25	\$35.17	\$37.10
CG-39	\$34.36	\$36.39	\$38.45
CG-40	\$35.47	\$37.61	\$39.69
CG-41	\$36.32	\$39.58	\$42.83
CG-42	\$37.26	\$40.57	\$43.91
CG-43	\$38.67	\$42.12	\$45.59
CG-44	\$40.06	\$43.69	\$47.26
CG-45	\$41.47	\$45.26	\$48.98
CG-46	\$43.25	\$47.20	\$51.12



**Effective April 15, 2018**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	\$16.41	\$16.95	\$17.48
CG-09	\$16.55	\$17.09	\$17.58
CG-10	\$16.67	\$17.18	\$17.73
CG-11	\$16.76	\$17.32	\$17.88
CG-12	\$16.94	\$17.50	\$18.01
CG-13	\$17.09	\$17.65	\$18.24
CG-14	\$17.25	\$17.85	\$18.45
CG-15	\$17.48	\$18.08	\$18.69
CG-16	\$17.67	\$18.33	\$18.93
CG-17	\$17.96	\$18.65	\$19.31
CG-18	\$18.15	\$18.85	\$19.56
CG-19	\$18.52	\$19.27	\$19.99
CG-20	\$18.88	\$19.68	\$20.48
CG-21	\$19.22	\$20.06	\$20.94
CG-22	\$19.58	\$20.49	\$21.47
CG-23	\$19.98	\$20.95	\$21.95
CG-24	\$20.71	\$21.75	\$22.81
CG-25	\$21.53	\$22.62	\$23.74
CG-26	\$22.23	\$23.43	\$24.61
CG-27	\$23.07	\$24.28	\$25.53
CG-28	\$23.89	\$25.17	\$26.47
CG-29	\$24.52	\$25.84	\$27.23
CG-30	\$25.18	\$26.60	\$27.96
CG-31	\$26.14	\$27.56	\$29.04
CG-32	\$26.97	\$28.48	\$29.98
CG-33	\$27.85	\$29.39	\$30.98
CG-34	\$28.78	\$30.41	\$32.06
CG-35	\$29.83	\$31.57	\$33.28
CG-36	\$30.98	\$32.78	\$34.58
CG-37	\$32.08	\$33.96	\$35.83
CG-38	\$33.25	\$35.17	\$37.10
CG-39	\$34.36	\$36.39	\$38.45
CG-40	\$35.47	\$37.61	\$39.69
CG-41	\$36.32	\$39.58	\$42.83
CG-42	\$37.26	\$40.57	\$43.91
CG-43	\$38.67	\$42.12	\$45.59
CG-44	\$40.06	\$43.69	\$47.26
CG-45	\$41.47	\$45.26	\$48.98
CG-46	\$43.25	\$47.20	\$51.12

Effective April 15, 2019

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	\$16.41	\$16.95	\$17.48
CG-09	\$16.55	\$17.09	\$17.58
CG-10	\$16.67	\$17.18	\$17.73
CG-11	\$16.76	\$17.32	\$17.88
CG-12	\$16.94	\$17.50	\$18.01
CG-13	\$17.09	\$17.65	\$18.24
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CG-15	\$17.48	\$18.08	\$18.69
CG-16	\$17.67	\$18.33	\$18.93
CG-17	\$17.96	\$18.65	\$19.31
CG-18	\$18.15	\$18.85	\$19.56
CG-19	\$18.52	\$19.27	\$19.99
CG-20	\$18.88	\$19.68	\$20.48
CG-21	\$19.22	\$20.06	\$20.94
CG-22	\$19.58	\$20.49	\$21.47
CG-23	\$19.98	\$20.95	\$21.95
CG-24	\$20.71	\$21.75	\$22.81
CG-25	\$21.53	\$22.62	\$23.74
CG-26	\$22.23	\$23.43	\$24.61
CG-27	\$23.07	\$24.28	\$25.53
CG-28	\$23.89	\$25.17	\$26.47
CG-29	\$24.52	\$25.84	\$27.23
CG-30	\$25.18	\$26.60	\$27.96
CG-31	\$26.14	\$27.56	\$29.04
CG-32	\$26.97	\$28.48	\$29.98
CG-33	\$27.85	\$29.39	\$30.98
CG-34	\$28.78	\$30.41	\$32.06
CG-35	\$29.83	\$31.57	\$33.28
CG-36	\$30.98	\$32.78	\$34.58
CG-37	\$32.08	\$33.96	\$35.83
CG-38	\$33.25	\$35.17	\$37.10
CG-39	\$34.36	\$36.39	\$38.45
CG-40	\$35.47	\$37.61	\$39.69
CG-41	\$36.32	\$39.58	\$42.83
CG-42	\$37.26	\$40.57	\$43.91
CG-43	\$38.67	\$42.12	\$45.59
CG-44	\$40.06	\$43.69	\$47.26
CG-45	\$41.47	\$45.26	\$48.98
CG-46	\$43.25	\$47.20	\$51.12

**\*SCHEDULE "D"**

**Classification Determinations**

	<b>School Board Title</b>	<b>Treasury Board Title</b>	<b>Classification</b>
1.	Accounting Clerk	Accounting Clerk II	CG-26
2.	Accounts Payable Clerk	Accounting Clerk I	CG-25
3.	Administrative Assistant	Clerk IIIB	CG-26
4.	Budget Analyst	Organizational Budget Analyst	CG-28
5.	Buyer I	Buyer I	CG-26
6.	Buyer II	Buyer II	CG-27
7.	Cleaner	Domestic Worker	CG-19
8.	Computer Support Specialist	Computer Support Specialist	CG-29
9.	Curriculum Clerk	Clerk Typist III	CG-26
10.	Custodian	Custodial Worker	CG-19
11.	Data Analyst	Statistician II	CG-36
12.	GIS Specialist	Computer Systems Analyst 1A	CG-37
13.	LAN Administrator	LAN Administrator	CG-36
14.	Labourer	Labourer I	CG-17
15.	Maintenance Clerk	Clerk III	CG-24
16.	Maintenance Custodian	Maintenance Repairer	CG-22
17.	Mechanical Technician	Automotive Technician	CG-29
18.	Payroll Clerk	Payroll Clerk II	CG-27
19.	Payroll Specialist	Payroll Clerk III	CG-29
20.	Painter/Plasterer	Painter/Plasterer	CG-26
21.	Personnel Clerk	Clerk Typist III	CG-26
22.	Programmer Analyst	Computer Program Analyst	CG-35
23.	Program Assistant	Program Assistant	CG-23
24.	Safety & Compliance Officer	Safety & Compliance Officer	CG-29
25.	School Secretary	Clerk Typist III	CG-26
26.	Senior Network Architect	Senior Systems Analyst	CG-42
27.	Switchboard Clerk	Switchboard Operator II	CG-21
28.	Trades Worker I (Carpenter)	Trades Worker IE	CG-29
29.	Trades Worker II (Supervisor)	Trades Worker IIA	CG-29
30.	Trades Worker II (Electrical)	Trades Worker II	CG-29
31.	Trades Worker II (Plumbing)	Trades Worker II	CG-29
32.	Trades Worker III	Trades Worker III	CG-35
33.	Van Driver	Equipment Operator I	CG-21

**\*SCHEDULE "E"**

Salary Increases

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

April 1, 2016 - 0%

April 1, 2017 – 0%

April 1, 2018 - 0 %

April 1, 2019 - 0%

## SCHEDULE "F"

### **APPRENTICESHIP TRAINING PROGRAM**

#### 1. Overview

Both parties recognize that participation in an Apprenticeship Training Program forms part of the English School District's recruiting strategy and also creates valuable training opportunities for the development of skilled trades for our local industry.

#### 2. Eligibility

Trades Apprentices who maintain their standing in the Apprenticeship Program shall be employed as Temporary employees in accordance with the terms of the respective Collective Agreements, except as set out in this Schedule.

#### Bargaining Unit Applicants

When a vacancy occurs, all bargaining unit members who choose to apply and meet the required qualifications as set forth by the Provincial Government, shall be considered prior to outside applicants.

Such employees shall be granted the appropriate leave of absence from the employer while participating in the above noted program. Such members shall maintain all rights and benefits of their Collective Agreement. Continuation /participation in the GMPP or PSPP will be in accordance with established Pension Regulations and guidelines.

Bargaining unit employees who avail of this apprenticeship program will have the right to return to their former position without loss of seniority or benefits.

#### 3. General Criteria

#### Registration

Apprentices are to be registered with the Provincial Government.

#### Previous Training

Apprentices and Bargaining Unit Applicants may be given credit for previous training and experience by the Provincial Government based on the apprentice program criteria.

## Training Period

During the training period, the Employer will review progress at the respective block intervals or at the conclusion of a contract term and may either recommend a further training period or termination, subject to Provincial Government apprenticeship program guidelines. Unsatisfactory progress or failure to complete a block may be considered just cause for termination for new employees, or termination from the Employer's apprenticeship program for existing employees.

## Apprentice Rates

The Apprentice rates shall be as follows, subject to the successful completion of regular examination:

- a) In the first year of employment, after completion of pre-apprenticeship training, 70% of the first step of the Journeyman rate.
- b) In the second year of employment, 80% of the first step of the Journeyman rate.
- c) In the third year of employment, 90% of the first step of the Journeyman rate.

## 4. Program Completion

- a) Upon successful completion of the apprenticeship program and attainment of Journeyman status, and upon application for a vacant position, ex-apprentices and bargaining unit members who have successfully completed the program shall be eligible and may apply as per the provisions of the Collective Agreement, shall be considered prior to outside applicants, provided that the position which the ex-apprentice applies is filled within twenty-four (24) months from the date of his/her termination.
- b) Service by an apprentice during his/her apprenticeship program shall be credited towards his/her total service for seniority purposes only if he is re-employed in a regular position within twenty-four (24) months of the completion of his/her apprenticeship program.

## 5. Other Provisions

- a) The following provisions of the Collective Agreement shall not apply to employees other than bargaining unit employees, hired under this Apprenticeship Training Program: Articles 3:05, 3:06, 10, 14, and 22 (unless otherwise noted in this Apprenticeship Training Program).
- b) Apprentices shall be entitled to accumulate vacation at the rate of one and one-quarter (1 ¼) days for each month of service. Vacation shall be accumulated by Apprentices and they shall be entitled to request and receive vacation on the same basis as other employees.
- c) While in school, apprentices shall be on approved leave without pay and will have the option to continue participation in the benefits program subject to the plan criteria.

- d) Apprentices shall be permitted to apply for other positions while employed as Apprentices provided they are prepared to abandon the Apprenticeship program. Should an Apprentice obtain another position, previous service as an Apprentice shall be credited for Seniority purposes only and any terms of this apprenticeship program shall discontinue.
- e) Apprentices must work under the supervision of a Journey person and the ratio shall be in accordance with the Provincial Government guidelines. Apprentices shall not be used to replace full-time Journeypersons.
- f) Apprentices in the final year of their training program shall be permitted to apply for Journeyperson positions. If selected as the successful applicant, the offer of employment for the apprentice shall be contingent upon the successful completion of their program of study, within a reasonable period of time.

## **SCHEDULE "G"**

### **EMPLOYEE ASSISTANCE PROGRAM**

The Employee Assistance Program (EAP) is a joint program of the Government of Newfoundland and Labrador and its unions/associations. The purpose of the program is to provide employees and their dependants with an opportunity to access professional counseling services. The program is also intended to act as a supportive resource to employees and managers throughout government and agencies who have been deemed as participants in the program.

A cornerstone of the EAP is confidentiality with respect to all matters associated with professional services to clients. The EAP Coordinators demonstrate respect for the trust and confidence placed in them by clients. This is accomplished by protecting the privacy of client information and respecting the clients right to control when or whether this information will be shared with third parties as outlined in the EAP Roles, Responsibilities and Operating Procedures. The general expectation that EAP Coordinators keep information confidential does not apply when there is a professional duty or obligation to disclose information where there is serious, imminent, or foreseeable harm to a client, employee, or others. This caution is explained to the employee at the earliest possible opportunity.

Nothing in this statement or policy is to be interpreted as constituting a waiver of management's right to take disciplinary measures, nor the union's right to grieve within the framework of the Collective Agreement.

#### **BASIC PRINCIPLES**

The Unions/Associations and the Employer, recognize that personal problems, which are affecting or which may affect work performance, can be addressed effectively when identified early and when referral is made to an appropriate source of help.

For employees who participate in the EAP, sick leave may be granted, on the same basis as is granted for other health problems. Consideration could also be given for the use of annual leave or leave without pay.

Employees are assured that their job future and standing with the Employer will not be jeopardized by their participation in the Program.

The EAP encourages employees to seek help voluntarily.

Wherever the need exists and where they feel it would be advantageous to the employee, management reserves the right to encourage employees to attend the program.

The Committee oversees the operation of this Program.



This Program applies to employees and their dependents, who have been deemed as participants in the program. The Program applies to all employees, and former employees, for the period of one year from their last date of employment.

In the event that a group of employees are concerned that the help of the EAP should be offered to an immediate supervisor, established procedures should be followed to advise the next level of management of this concern.

## **JOINT LABOUR MANAGEMENT COMMITTEE**

### **COMPOSITION OF THE COMMITTEE**

The chairperson shall be the Director of the Employee Assistance Program.  
The committee is comprised of 6 members as listed below.

- Director EAP Program – one representative
- Human Resource Secretariat - one representative
- Public Service Commission – one representative
- Newfoundland Association of Public and Private Employees- one representative
- Canadian Union of Public Employees ( School Board ) – one representative
- Public Sector Management Association – one representative

### **JURISDICTION OF THE COMMITTEE**

The committee functions in a consultative capacity and provides recommendations to the employer and unions on matters related to the EAP. The committee shall not override the employers' rights and responsibilities to manage, nor affect the unions' rights as established by law and collective agreements. A quorum shall consist of a minimum of 4 members.

### **RESPONSIBILITIES**

- a) To oversee the effective operation of the policy and procedures of the program as agreed upon by the PSC/employer and the union/associations;
- b) To serve in an administrative advisory capacity to the EAP in policy, procedures and practices;
- c) To ensure that steps are taken to promote awareness and a full understanding of the program to employees
- d) To ensure that adequate training is provided to managers, supervisors and union representatives
- e) To review annual reports of the EAP

## **ADMINISTRATION**

### **FREQUENCY OF MEETINGS**

The frequency of the meetings shall be determined by the committee; however the committee will meet not less than four times per year. The date of the following meeting will be established prior to the adjournment of the current meeting.

### **AGENDA**

Agenda items may be submitted to the chair in advance of the meeting.

### **RECORD OF MEETINGS**

The minutes of meetings will be reviewed and adopted at the beginning of each meeting. Any changes will be made and recorded in subsequent meeting minutes. The PSC will be responsible for recording of minutes and ensuring that copies are distributed in advance of the meeting to the committee members.

### **ROLES AND RESPONSIBILITIES**

The Director of the EAP will chair the meetings. The roles and responsibilities of the Director, coordinators, managers and employees will be outlined in an operational and procedural document developed by the Director of the EAP in consultation with the JLMC.

## **THE EMPLOYEE ASSISTANCE PROGRAM (EAP) OF THE PUBLIC SERVICE COMMISSION INCLUDING ROLES, RESPONSIBILITIES AND OPERATING PROCEDURES.**

The Director and EAP Coordinators of the Employee Assistance Program (EAP) are employees of the Public Service Commission. These individuals are responsible for the administration and operations of the program.

### **The responsibilities of :**

- **Co-ordinators and/ or the Director**
  - a) To thoroughly understand and consistently apply the principles of the EAP.
  - b) To interview all employees who request assistance through the EAP, and to provide them with full information regarding participation in the program.
  - c) To provide direct help in assisting employees, to advise employees of other helping services available, and to arrange for referral for assessment or treatment.
  - d) To monitor the progress of employees referred to the Program, where appropriate.

- e) To provide general information and statistics to the Joint Labour management Committee ( JLMC) on request.
- f) A cornerstone of the EAP is confidentiality with respect to all matters associated with professional services to clients. The EAP Coordinators demonstrate respect for the trust and confidence placed in them by clients, by protecting the privacy of client information and respecting the clients right to control when or whether this information will be shared with third parties. The general expectation that EAP Coordinators will keep information confidential does not apply when there is a professional duty or obligation to disclose information, or where there is serious, imminent, or foreseeable harm to a client, employee, or others. This caution will be explained to the employee at the earliest possible opportunity.

- **Managers/supervisors**

- a) To establish and communicate to their employees the level of work performance that will be considered satisfactory.
- b) To observe and document instances of unsatisfactory job performance.
- Where in the opinion of the manager that work performance is unsatisfactory and that there exists a potential need for counselling service, the manager should inform the employee of the EAP Program.

- **Human Resources Directors /Managers**

- a) To understand and to distribute up-to-date information about the EAP to all employees in their department or agency.
- b) To ensure that all employees are aware of the EAP and the application of confidentiality practices.

- **Union Representatives**

The Union Representatives will play a supportive role in the referral to the EAP of bargaining unit members.

- a) To fully understand the roles and responsibilities outlined in the operational procedures and operations issued by the Director of the EAP in consultation with the JLMC.
- b) To ensure that the employee's rights under the Collective Agreement and under the EAP are clearly explained.

- c) Upon the request of an employee, become involved in any interview so that both the Union/Association and the Employer can encourage the employee to accept help through the EAP.
- d) To provide support to the employee during their participation in the EAP.

- **Employee**

The responsibilities of the individual employee who is a participant in the EAP are:

- a) To have knowledge of the EAP.
- b) To actively participate in the EAP.

## **EAP REFERRAL PROCEDURES**

Employees may access EAP through:

1. **Self Referral:**

A self referral is a referral made by the employee on their own behalf. All employees can seek assistance on a voluntary basis by contacting an EAP Co-ordinator of the Program. When a self-initiated referral requires outside treatment, and/or time away from the workplace, it is the employee's responsibility to notify the supervisor (or other personnel as required) to request leave or other arrangements.

2. **Workplace Assisted Referral:**

Where the manager and/or supervisor of an employee or another manager may identify an individual in the workplace is in need of support and counselling, he/she may recommend contact with the EAP. The manager or supervisor is not provided with any information regarding contact unless the employee provides consent and the EAP Coordinator agrees that it is in the individual's best interest to share information.

3. **Formal Referral**

A formal referral to EAP normally occurs at a point when work performance issues have been identified by the manager or supervisor to the employee. The employee is provided with a letter outlining the issues of concern within the workplace and offered the option of EAP support to assist in addressing the concern. Participation in the EAP Program is voluntary, whether it is through self referral on one's own initiative, or through formal referral by the manager. The employee maintains the right to confidentiality throughout his/her involvement in the EAP. Nothing of a confidential nature is discussed between the coordinator and the manager.

The EAP coordinator has a duty to provide confirmation of whether an employee is participating in a treatment program and attendance when this information is requested from the manager. The manager is responsible for maintaining contact with the EAP coordinator to confirm the employee is participating and attending the program. They are also responsible for offering the employee support throughout the process. During the time the employee is in the program, the EAP Coordinator maintains contact with the employee and outside helping agency.

When an employee's work performance becomes unsatisfactory, the supervisor's first response should be to provide the employee with feedback on performance and to clarify what is expected.

If the unsatisfactory job performance persists, the supervisor or manager shall consult with the Human Resources Manager or Director or his/her designate to review the employee's performance before making a formal referral to the Employee Assistance Program. The employee has the right to have union representation at any meeting where there is a human resources manager and departmental manager present to discuss concerns related to unsatisfactory work performance. The employee is advised of the following:

- a) The consequences of continuing the present unsatisfactory work pattern may lead to disciplinary action up to and including dismissal.
- b) The Employee Assistance Program is in place and how it operates.
- c) The employee is given a choice between accepting referral to the Employee Assistance Program or not.
- d) The employee is expected to keep the appointment and to participate in the program

## **CONFIDENTIALITY**

All persons working with clients of the EAP (e.g., medical personnel administrators, co-ordinators, counsellors, and support staff) are prohibited from disclosing any information unless consent of the individual employee is obtained. There are specific circumstances whereby confidentiality cannot be guaranteed between the coordinator and client. These circumstances include situations whereby there is a professional duty of the coordinator to release information. This caution will be explained to the employee at the earliest possible opportunity.

EAP files shall be handled with the greatest degree of confidentiality. Names shall not be used on these files or on the working notes contained in them. Other means of identification such as codes/numbers/letters will be used.

EAP files and working notes shall be retained in a secure and restricted area and shall be destroyed according to the Records, Retention, and Disposal Schedule as per the Government of Newfoundland and Labrador Records Management guidelines. The confidential file of the EAP shall be available for inspection by the employee at any reasonable time.

When an employee is referred by the E.A.P. Co-ordinator to an appointed external service provider, sufficient information shall be released to that individual in order that he/she may provide the most appropriate counselling service to the employee.

## **FOLLOW-UP**

At the discretion and professional assessment of the EAP Coordinator, follow up contact will be made by the coordinator to the employee.

## **CONCLUSION**

The success of an Employee Assistance Program rests with a commitment from the Employer and the Unions/Associations in providing employees with an offer of help. This commitment can be realized only through the actions of the Employer's managers at all levels, and the Unions/Associations representatives for the workplace. Likewise, the employee's willingness to participate in the Program is essential.

Employee Assistance Programs are now widely accepted as beneficial to the employee and the Employer. The employee is offered and encouraged to accept help for problems that seriously affect his/her work, well-being, and family. The Employer benefits by retaining its employees in the work force so that their skills and knowledge are not lost.

The early use of EAP policies and procedures can contribute significantly to the prevention of serious mental health or workplace performance problems among employees.

**\*SCHEDULE H**  
**THE CLASSIFICATION REVIEW AND APPEAL PROCESS**

**A. Definitions**

1. "Appeal" means a request by an employee to the Classification Appeal Adjudicator to review specific factor allocations determined by the Classification & Organizational Design Division that he/she considers being incorrect.
2. "Adjudicator" refers to an individual who is appointed to the position of Classification Appeal Adjudicator of the Public Service Commission.
3. "Classification" means the identification of a position by reference to a classification title and pay range number.
4. "Classification Appeal Adjudicator" means the individual appointed to function in accordance with these procedures.
5. "Day" means a working day.
6. "Factor" means a compensable job element that applies to all jobs.
7. "Factor Rating" means the numerical value assigned to a factor.
8. "Permanent Head" means permanent head as defined below, or any official authorized by him/her to act on his/her behalf:
  - in respect of persons employed by government departments, the Deputy Minister of the department concerned;
  - in respect of employees of agencies not specifically covered by the definitions in this section, the highest management official in these agencies;
  - in respect of employees of Board operated hospitals and homes the CEO and/or Executive Director.
9. "Review" means a re-appraisal or re-assessment of an employee's position classification by the Classification & Organizational Design Division of the Human Resource Secretariat upon request of an employee or the permanent head on behalf of an organization.
10. "Treasury Board" means Treasury Board as constituted pursuant to *The Financial Administration Act* as now or hereafter amended.
11. "Organization" means the Government of Newfoundland and Labrador, commission, agency, hospital or other entity mentioned in Section A.8.

## **B. Classification Review Process**

1. The process of a classification review shall be available to an organization if the organization considers that a position has been improperly classified by the Classification & Organizational Design Division of the Human Resource Secretariat.

The process of review and/or appeal pursuant to these procedures shall be available to any employee who considers that their position has been improperly classified by the Classification & Organizational Design Division of the Human Resource Secretariat.

2. A review shall not be entertained on the grounds:
  - of inadequacy of the pay scale assigned to the pay range number; or
  - that the scope of duties and responsibilities has been improperly assigned to the position by management.
3. Organizations or employees who wish to have a position reviewed are able to do so by submitting a Position Description Questionnaire (PDQ) to the Classification & Organizational Design Division, Human Resource Secretariat, Confederation Building, St. John's, A1B 4J6. Employees may use the Microsoft Word version of the [PDQ](#) or complete and submit the [PDQ online](#).

Information on access to the necessary documents can be found in the Human Resource Secretariat's website <http://www.exec.gov.nl.ca/exec/hrs/newjobevaluation.html>

4. A request for review shall be regarded as closed:
  - when a decision is rendered thereon by the Classification & Organizational Design Division;
  - if the employee(s) requests in writing the withdrawal of the request for review;
  - in the event an employee is dismissed with cause. If the employee separates from the organization for a reason other than dismissal for cause, the employee may request the difference in pay as a result of an outstanding classification review but would not be entitled to a further review or appeal; or
  - if the permanent head, in the case of an organization request for review, requests in writing the withdrawal of the request for review.
5. All documents relating to a classification review shall be maintained by the Classification & Organizational Design Division. Copies of such classification review materials shall be provided to the Classification Appeal Adjudicator upon its request.

## **C. Classification Appeal Process**

1. If an employee is dissatisfied with the decision of the Classification & Organizational Design Division, an appeal of the decision may be submitted to the Classification Appeal



Adjudicator of the Public Service Commission. The request for an appeal must identify which factor(s) is/are being challenged and the associated rationale for each factor(s). The appeal process is restricted to those factors identified as being challenged and sufficient reasoning provided.

2. All such appeals shall be submitted to the Classification Appeal Adjudicator in writing within a period of not more than fourteen (14) days after the receipt by an employee of notification of the Classification & Organizational Design Division's decision as above mentioned.
3. A classification appeal of specific factor(s) shall not be accepted by the Classification Appeal Adjudicator based on job content which differs from that reviewed by the Classification & Organizational Division. In such a case, the employee or group of employees shall first approach the Classification and Organizational Division seeking a further review on the basis of the new circumstances involved.
4. The Classification Appeal Adjudicator shall be an independent position created within the Public Service Commission.
5. The Classification Appeal Adjudicator is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures.
6. Changes in these procedures shall be recommended for approval only after co-ordination with the Public Service Commission, and the Human Resource Secretariat.
7. The Classification Appeal Adjudicator may render decisions based on the information provided or may hold hearings if deemed necessary. The appellant may be required to appear at any time and in any place in the province deemed desirable.
8. The Classification Appeal Adjudicator shall only consider and rule upon the factors challenged by an individual employee, or group of employees having identical classifications, provided that such employee or group shall first have submitted their request in accordance with Section 3 of Part B and shall have been notified in writing of the Classification & Organizational Design Division's decision on the request.
9. The Classification Appeal Adjudicator has the right to refuse to receive or hear an appeal if it considers that the grounds on which the appeal was submitted are irrelevant or not in accordance with Sections 1 and 2 of Part B.
10. The employing organization concerned shall allow time off from regular duties to any employee who is required by the Classification Appeal Adjudicator to appear before him/her and, in respect of such absence; the employee shall be regarded as being O.H.M.S. It is the responsibility of the employee to obtain the prior approval of the permanent head before absenting themselves from their duties for this purpose.

11. On receipt of an appeal from an employee or a group of employees, the Classification Appeal Adjudicator may request the Classification & Organizational Design Division to assemble all pertinent information prepared as a result of the classification review, a copy of which will be provided to the appellant and the immediate supervisor by the Classification Appeal Adjudicator.
12. Where the appellant requires clarification on any point contained in the classification file or wishes to comment on any aspect of the classification file, he/she must file with the Classification Appeal Adjudicator within fourteen (14) days of receiving the file, a written statement including any supporting documentation which details his/her questions or comments.
13. A copy of the appellant's written statement and supporting documentation will be sent by the Classification Appeal Adjudicator, within three (3) days of receipt, to the Classification & Organizational Design Division who may respond or be requested to respond in writing within fourteen (14) days to the questions or observations raised by the appellant. Such response shall be forwarded by the Classification Appeal Adjudicator to the appellant within three (3) days of receipt. This cumulative documentation shall then constitute the entire appeal file to be considered by the Classification Appeal Adjudicator.
14. Where the Classification Appeal Adjudicator is satisfied that all relevant documentation is on file, it shall determine whether a hearing is warranted or if a decision can be rendered on the basis of the written documentation provided.
15. Where in the opinion of the Classification Appeal Adjudicator a group of appellants' position description questionnaires are sufficiently similar, have identical ratings and the appellants are employed in the same classification by the same organization, the Adjudicator may propose the consolidation of individual appeals to those appellants such that the appeals of individuals may be decided upon in a group appeal.
16. Where the Classification Appeal Adjudicator proposes a group review, the individual appellants must indicate their agreement with the group review in writing.
17. Where not all appellants agree to consolidation, the Classification Appeal Adjudicator will first decide on a consolidated basis the appeals of those appellants who are in agreement with consolidation. Those appellants not in agreement shall be provided an opportunity for individual review, as soon as practical following the determination of a consolidated appeal.
18. When the Classification Appeal Adjudicator renders a decision on those factors challenged on the basis of the written documentation, notification of such decision on those factors challenged shall be forwarded to the Classification & Organizational Design Division. The Classification & Organizational Design Division will notify and provide the necessary authority to the employing agency as well as provide a copy of the Classification Appeal Adjudicator's decision and the impact, if any, on the position to the appellant and his/her designate.

19. If a hearing is warranted, the appellant, a permanent head or management designate and a representative of Classification & Organizational Design Division may be requested to appear before the Classification Appeal Adjudicator.
20. Appellants are to be given two opportunities to postpone appeal hearings after which appeals will then be withdrawn by the Classification Appeal Adjudicator.
21. The hearing will be presided over by the Classification Appeal Adjudicator who will retain control over the conduct of the hearing and who will rule on the relevancy of any questions raised by any of the parties.
22. The Classification Appeal Adjudicator may adjourn the hearing and order the appearance of any person or party who, at the Classification Appeal Adjudicator's discretion, it deems necessary to appear to give information or to clarify any issue raised during the hearing.
23. Following the conclusion of the hearing, the Classification Appeal Adjudicator will deliberate on and consider all relevant evidence and supporting information. Within fifteen (15) working days of reaching a decision, the Classification Appeal Adjudicator shall inform the Classification & Organizational Design Division in writing over the signature of the Classification Appeal Adjudicator of his/her decision on those factors challenged and a detailed explanation of the rationale of any change from the Classification & Organizational Design Division's original determination. The Classification & Organizational Design Division will notify and provide the necessary authority to the employing agency as well as provide a copy of the Classification Appeal Adjudicator's decision and the impact, if any, on the position to the appellant and his/her designate.
24. The Classification Appeal Adjudicator is required to submit written reasons to the Classification & Organizational Design Division for those decisions that result in changes in the factors challenged.
25. The impacts of changes in ratings arising from decisions of the Classification Appeal Adjudicator shall be processed by the Classification & Organizational Design Division in accordance with the Human Resource Secretariat's compensation policies.
26. The decision of the Classification Appeal Adjudicator on an appeal is final and binding on the parties to the appeal.
27. An appeal shall be regarded as closed:
  - when a decision is rendered thereon by the Classification Appeal Adjudicator;
  - if the appellant requests in writing the withdrawal of the appeal;
  - in the event an employee is dismissed with cause; or
  - if the appellant postpones a hearing in accordance with Section 20 of Part C.

**LETTER OF UNDERSTANDING - 1**

January 28, 1998

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

Dear Mr. Farewell:

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

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

Sincerely,

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ROGER C. LESTER  
Assistant Director  
of Finance and Administration

**LETTER OF UNDERSTANDING - 2**

March 31, 1998

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

Dear Mr. Lester:

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

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

Yours truly,

Brian Farewell,  
Chief Negotiator - CUPE Local 1560.

## LETTER OF UNDERSTANDING –3

May 14, 1998

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

Dear Mr. Farewell:

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

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

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

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

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

Yours truly,

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

**LETTER OF UNDERSTANDING - 4**

April 1, 2001

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

Dear Mr. Lester:

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

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

Yours truly,

Wayne Lucas  
President - CUPE Local 1560

**LETTER OF UNDERSTANDING - 5**

May 14, 1998

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

Dear Mr. Lucas:

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

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

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

Yours truly,

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



**LETTER OF UNDERSTANDING – 6**

April 1, 2001

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

Dear Mr. Lucas:

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

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

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

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

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

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

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

.../2

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

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

Yours truly,

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

**LETTER OF UNDERSTANDING-7**

**RE: MARKET ADJUSTMENT**

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

**LETTER OF UNDERSTANDING – 8**

October 4, 2018

Mr. Brian Farewell  
National Representative  
CUPE  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Mr. Farewell:

**Re: Professional Fees, Criminal Record Checks and Abstracts**

The employer will continue current practice for the life of this collective agreement re: the payment or reimbursement of Professional fees, Criminal Record Checks and Abstracts.

Sincerely,



Sarah Anthony  
Chief Negotiator

**LETTER OF UNDERSTANDING – 9**

October 4, 2018

Mr. Brian Farewell  
National Representative  
CUPE  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Mr. Farewell:

**Re: Job Evaluation System (JES) Implementation**

This will confirm employees will be implemented on to the Government Job Evaluation System effective April 15, 2015 as follows:

- If current salary falls below Step 1 of the new salary scale, employees will advance to step 1 on implementation; or
- If current salary falls between 2 steps of the new salary scale, employees will advance to the next highest step; or
- If current salary is above the maximum hourly rate on the new salary scale, employees will be red-circled at that rate.

Sincerely,



Sarah Anthony  
Chief Negotiator

**LETTER OF UNDERSTANDING – 10**

October 4, 2018

Mr. Brian Farewell  
National Representative  
CUPE  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Mr. Farewell:

**Re: Requests for Reclassification**

In order to facilitate implementation of the new Job Evaluation System (JES) on April 15, 2015 this will confirm the parties' agreement that employees seeking to have their position reclassified, in accordance with the collective agreement, shall submit the request no later than October 1, 2014. Requests received by Classification and Compensation Division of Human Resource Secretariat after this date will not be processed and will be returned to the employee. A revised classification listing will be implemented on April 15, 2015.

Sincerely,



Sarah Anthony  
Chief Negotiator

## LETTER OF UNDERSTANDING – 11

October 4, 2018

Mr. Brian Farewell  
National Representative  
CUPE  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Mr. Farewell:

**Re: Market factor**

This will confirm the parties' agreement to provide employees in the classifications noted below a non-pensionable market factor of one dollar and sixty-five cents (\$1.65) per hour effective January 1, 2014. This market factor will not be considered part of the employee's salary for any purposes, except when determining which step the employee shall be placed on upon implementation of the Job Evaluation System (JES). The market factor will cease to be paid on April 14, 2015.

Classification Listing

Automotive Body Repairer  
Automotive Technician  
Cook I  
Cook II  
Heavy Equipment Technician  
Heavy Equipment Technician (Lead Hand)  
Highway Enforcement Officer  
Machinist  
Marine Cook  
Marine Engineer (Second Class)  
Marine Engineer (Third Class)  
Marine Engineer (Fourth Class)  
Marine Technician  
Mechanical Controls Repairer  
Millwright  
Painter/Plasterer  
Power Engineer 2<sup>nd</sup> Class  
Power Engineer 3<sup>rd</sup> Class  
Power Engineer 4<sup>th</sup> Class  
Power Engineer 4<sup>th</sup> Class (Shift in Charge)  
Trades Worker I

Trades Worker II  
Trades Worker III  
Weighscale Inspector  
Welder

This market factor will also be applied to apprentices working in the above classifications.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sarah Anthony". The signature is written in a cursive style with a large initial "S" and a long horizontal stroke extending to the right.

Sarah Anthony  
Chief Negotiator



**\*LETTER OF UNDERSTANDING – 12**

October 4, 2018

Mr. Brian Farewell  
National Representative  
CUPE  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Mr. Farewell:

**\*Re: Sick Leave**

The parties agree to the establishment of a committee composed of an equal number of union and Government representatives (to a maximum of 8 committee members in total) to explore sick leave utilization of the unionized workforce throughout the public service of Newfoundland Labrador and to make non-binding recommendations to CUPE and Government.

The terms of reference for the committee shall be determined prior to the commencement of their meetings.

Sincerely,



Sarah Anthony  
Chief Negotiator

**\*LETTER OF UNDERSTANDING – 13**

October 4, 2018

Mr. Brian Farewell  
National Representative  
CUPE  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Mr. Farewell:

**\*Re: Other Post-Employment Benefits (“OPEB”) Eligibility**

The parties hereby confirm and acknowledge:

1. Former employees who are deferred pensioners within the meaning of the *Other Post-Employment Benefits Modification Act*, S.N.L. 2014 c.O-9 (the “Act”) shall, as of the coming into force of the Act, only be entitled to OPEB in accordance with the Act.
2. Current employees as of the date of signing of the collective agreement who retire not later than December 31, 2019, with a minimum of five (5) years’ pensionable service shall qualify for OPEB.
3. Current employees as of the date of signing of the collective agreement who retire after December 31, 2019, shall qualify for OPEB only where such employees are:
  - a. Pension eligible;
  - b. Have a minimum of ten (10) years’ pensionable service; and
  - c. Retire and commence receipt of a pension immediately on ceasing active employment in the public service.
4. Employees who are hired subsequent to the date of signing of the collective agreement (“Newly Hired Employees”), shall qualify for OPEB only where such employees are:
  - a. Pension eligible;
  - b. Have a minimum of fifteen (15) years’ pensionable service; and
  - c. Retire and commence receipt of a pension immediately on ceasing active employment in the public service.
5. Former employees who are rehired following loss of seniority subsequent to the date of signing of the collective agreement shall be considered to be Newly Hired Employees for the purpose of this Letter of Understanding.

6. Notwithstanding clause 5 above:
- a. Employees with service prior to the date of signing of the collective agreement who are hired subsequent to the date of signing of the collective agreement who retain portability of benefits under the collective agreement; or
  - b. Employees with service prior to the date of signing of the Collective Agreement who are employed outside the bargaining unit in the public service and are re-employed in a CUPE Public Service bargaining unit position subsequent to the date of signing of the Collective Agreement without a break in service in the Public Service shall not be considered to be Newly Hired Employees for the purpose of the this Letter of Understanding.

For the purposes of this clause the definition of public service shall be limited to those employers covered by one the following CUPE collective agreements:

CUPE Government House  
 CUPE Group Homes/Transition Houses  
 CUPE HS  
 CUPE Newfoundland & Labrador Housing Corporation  
 CUPE Provincial Information and Library Resources Board  
 CUPE Master Collective Agreement (English School District)  
 CUPE English School District

7. Employees who do not meet the criteria noted in clauses 2, 3 or 4 above shall not be entitled to OPEB on ceasing active employment in the public service.
8. Employees who become entitled to OPEB pursuant to clauses 2 or 3 above shall pay 50% of the premiums of the plan and the employer shall pay 50%.
9. Employees who become entitled to OPEB pursuant to clause 4 above shall pay premiums of the plan based on the number of completed years' of pensionable service as follows:

Completed Years of Pensionable Service	Employee Share – Employer Share
15-19 years	85% - 15%
20-24 years	70% - 30%
25-29 years	55% - 45%
30+ years	50% - 50%

10. This Letter of Understanding, made pursuant to s.3(2) of the Act, shall prevail where any term herein conflicts with a provision of the collective agreement, one of its Schedules, Letters or Memoranda of Agreement, including, without limitation, any practice, settlement of dispute, agreement or arbitration award arising from events prior to the coming into force of the Act.

11. Nothing in this Letter of Understanding shall have the effect of waiving or negating, in whole or in part, any requirement, procedural or substantive, under a Group Health and Life Insurance program or policy sponsored by the employer, e.g., the filing of continuation or other required forms, provision of proof of insurability, etc....
12. This Letter of Understanding may be executed in any number of counterparts, each of which will be considered an original of same, and which together will constitute one and the same instrument. A facsimile signature or an otherwise electronically reproduced signature of any party shall be deemed to be an original.

Sincerely,



Sarah Anthony  
Chief Negotiator

**\*LETTER OF UNDERSTANDING – 14**

October 4, 2018

Mr. Brian Farewell  
National Representative  
CUPE  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Mr. Farewell:

**\*Re: JES Appeal Procedure**

The JES Appeal Procedure currently being developed will form part of the CUPE Collective Agreements but will not be subject to the grievance/arbitration provisions of the collective agreements.

Sincerely,



Sarah Anthony  
Chief Negotiator

**\*LETTER OF UNDERSTANDING – 15**

October 4, 2018

Mr. Brian Farewell  
National Representative  
CUPE  
15 International Place, Suite 102  
St. John's, NL A1A 0L4

Dear Mr. Farewell:

**\*Re: Optional Deferred Payment of Severance**

This letter of understanding shall be read as one with the CUPE collective agreements (exp. 2020) and shall confirm the further agreement of the parties as follows:

Part A:

All employees may request a deferral of their severance payment as follows:

1. Employees who qualify for severance pay may elect to defer the payment of severance pay beyond March 31, 2020, in accordance with this letter of understanding. Deferments cannot extend beyond the end of the period of employment as stipulated in the provisions in the applicable collective agreement, and the redemption value shall be frozen as of March 31, 2018, for both accumulated service and weekly salary.
2. Employees who elect to defer payment must do so using a form that will be made available by the Employer in accordance with the following requirements: the form must be completed and received by the Payroll and Benefits Division of the respective Employer not later than January 31, 2019. Once a deferral request has been received by the Payroll and Benefits Division of the respective Employer, payment of severance shall occur at the end of the period of employment as stipulated in the provisions in the applicable collective agreement.
3. Employees who have deferred payment of severance who wish to receive payment prior to the circumstances noted in clause 2 above, must request to do so in writing. Such notice must be received by the Payroll and Benefits Division of the respective Employer not later than December 31 of any given year. Payment of severance shall then occur not later than June 30 of the following calendar year.

4. All severance must be redeemed in full at time of payment. An employee may not elect to receive partial or portioned payment(s) of their total severance pay, i.e., payment of severance shall be made only once. For example, severance payment cannot occur over multiple years, be paid so as to allow employees to transfer a portion of their severance to a RRSP in one year while deferring payment of the remainder to a subsequent year, etc...

Part B:

The employer shall make every reasonable effort to meet the request of the employees who elect to defer the payment of severance pay in accordance with the Severance Pay Article of the applicable Collective Agreement to a quarter in the fiscal year commencing April 2019. However, those employees who have been notified in writing by the Employer that they will not be able to receive payment of severance in their quarter of choice in fiscal year 2019/20, may within thirty (30) days of the date of such notice, elect in writing to receive their severance payment in an alternate quarter in the 2019/2020 fiscal year.

Employees who make an election under Part B must do so using a form to be provided by the Employer, which must be received by the Payroll and Benefits Division of the respective Employer not later than thirty (30) days of the date of the notice referenced above.

Employees who fail to make an election under Part A or Part B of this letter of understanding within the prescribed timeframe shall receive payment of severance not later than March 31, 2019.

Sincerely,



Sarah Anthony  
Chief Negotiator

## MEMORANDUM OF UNDERSTANDING

### AGREEMENT ON PENSIONS

The Parties agree to the following:

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

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

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

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

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

2. Government will pay \$ 982 Million into the Public Service Pension Plan (PSPP), with \$ 400 Million being paid on March 15, 2007 and the remaining balance of \$ 582 Million will be paid by June 30, 2007.
3. This Memorandum of Agreement will not take effect unless all participants, The Newfoundland and Labrador Association of Public and Private Employees, the Canadian Union of Public Employees, The Newfoundland and Labrador Nurses' Union, The Association of Allied Health Professionals, The Canadian Merchant Service Guild, The International Brotherhood of Electrical Workers, and Her Majesty the Queen in Right of Newfoundland (represented by the treasury Board) agree to its terms.
4. It is agreed that the payment outlined in Clause 2 above is full settlement of Government's share of the unfunded liability of the PSPP as established on December 31, 2000 and outlined in section 2 of the Memorandum of Understanding - 2004, Agreement on Pensions and there shall be no further special payments
5. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship by April 1, 2008.

All reasonable costs of the Committee relating to professional, legal and support services shall be paid from the Pension Fund.



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

## **MEMORANDUM OF UNDERSTANDING**

### **CLASSIFICATION PLAN**

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

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

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

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

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

## MEMORANDUM OF UNDERSTANDING - 2004

### HEALTH INSURANCE

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

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

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

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

1. Employees determined to be eligible for coverage under the 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.

**MEMORANDUM OF UNDERSTANDING RE: STAND-BY**

This is to certify that agreement has been reached between the Newfoundland and Labrador English School District and CUPE Local 1560 regarding an On-Call (Standby) system for the IT Division working out of the District Office.

The parties hereby agree to the following:


1. An On-Call system will be implemented effective the date of signing of this agreement to insure that a 24/7 coverage will be available for the IT Division of the Newfoundland and Labrador English School District. This system would only be applicable to the IT staff located in the Headquarters office.
2. The above noted employees will be on call on a weekly basis. Where the normal IT shift is from 8:30am to 4:30pm Monday to Friday, the on call hours shall be the remaining sixteen (16) hours each day and twenty-four (24) hours each day on the weekend and statutory holidays.
3. All standby duty will be organized and scheduled by the Director of IT or his/her designate, and shall be on a rotational basis where possible. On-call work shall be considered as work of the bargaining unit. Where reasonable and practical, the rotation shall be applied equally to the IT staff located in the Headquarters office.
4. An employee required to perform standby duty will be compensated as follows for each eight (8) hour shift:

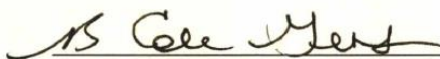
Regular day	\$ 20.40 per shift
Statutory holiday	\$ 22.60 per shift


The normal call back provisions of the existing CUPE Local 1560 Agreement will apply if staff is called back to work.

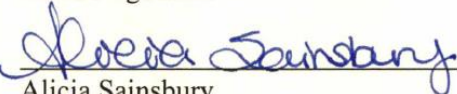
5. This agreement will remain in place until March 31<sup>st</sup>, 2016 at which time it shall be reviewed as part of the entire collective bargaining procedure.

This agreement is signed in good faith by the undersigned:

  
\_\_\_\_\_  
Derrick Barrett  
CUPE Local 1560

  
\_\_\_\_\_  
Bernadette Cole Gendron  
Chief Negotiator

  
\_\_\_\_\_  
Brian Farewell  
CUPE National Representative  
November 20, 2013

  
\_\_\_\_\_  
Alicia Sainsbury  
Director of Human Resources -Support Staff

**\*MEMORANDUM OF UNDERSTANDING**  
**PUBLIC PRIVATE PARTNERSHIP (P3)**  
**JOB SECURITY**

Notwithstanding any article or provision of the Collective Agreement, and for the duration of the collective agreement, where the Government of Newfoundland Labrador is building a new structure to expand on an existing service, or replacing or expanding an existing structure, through the utilization of the Public Private Partnership (P3) Model, and the Canadian Union of Public Employees (CUPE) is the recognized bargaining agent, the employer recognizes the Union as the sole and exclusive bargaining agent. Work that is currently performed by bargaining unit members in the existing structure shall also be performed by bargaining unit members in the new structure; with the exception of building infrastructure maintenance.

**\*MEMORANDUM OF UNDERSTANDING**

**ATTRITION**

In circumstances when positions are vacated, the employer will use an attrition strategy to reduce the work force. The Union shall be provided the details of any attrition strategy the Employer intends to implement. Where positions are vacated through retirement, resignation, termination for cause or otherwise, and the Employer determines that it will not replace or fill the position(s), these position(s) will be identified to the Union on a quarterly basis.

**\*MEMORANDUM OF UNDERSTANDING**

**RE: LAYOFFS During the term of the Collective Agreement**

Notwithstanding any Article or Provision of the Collective Agreement, and for the duration of this collective agreement, the Employer shall not layoff for reasons other than lack of work or abolishment of a position that would be considered business as usual in the course of normal employer operations. The employer shall not use layoffs to effect Provincial budgetary expenditure reductions.



THIS TRANSITION AGREEMENT made this 13<sup>th</sup> day of August, 2013.

**BETWEEN**

**THE NEWFOUNDLAND AND LABRADOR ENGLISH SCHOOL DISTRICT**, organized and existing under *The Schools Act 1997*, Statutes of Newfoundland and Labrador, 1997, Chapter S-12.2,

(hereinafter collectively called the “District”)

of the first part

**AND**

**NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES**, a trade union organized and existing under the laws of Newfoundland and Labrador, and representing unionized employees of the Labrador School District; the Western School District; the Nova Central School District; and the Eastern School District,

(hereinafter called “NAPE”)

of the second part

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**, a trade union organized and existing under the laws of Newfoundland and Labrador and representing unionized employees of the Western School District and the Eastern School District,

(hereinafter called “CUPE”)

of the third part

**WHEREAS** the previous Boards will be fully integrated into a single District effective, September 1, 2013, hereinafter known as the “Newfoundland and Labrador English School District”.

**AND WHEREAS** the parties have held discussions and have agreed to certain transitional arrangements to address the circumstances surrounding the fact that the unionized workers of the

Eastern School District, represented by Locals 1560 and 2033 and the Western School District, represented by Locals 2212 and 3148 of CUPE and the unionized employees represented by NAPE (Eastern School District, Locals 5850, 7854, and 9850; the Nova Central School District, Locals 3855, 3858, 3859, 4850, 4852, 4853, and 4854; the Western School District, Locals 1850, 1851, and 1852; and the Labrador School District, Locals 2850, 2851, and 2853);

**AND WHEREAS** the parties have agreed to certain arrangements governing the administration of multiple collective agreements affecting the unionized employees of the previous Boards currently represented by either NAPE or CUPE;

In consideration for the mutual terms and conditions agreed upon under this document, the parties agree as follows:

**BARGAINING UNIT STRUCTURE**

1. The existing collective bargaining rights and existing collective agreements will be recognized and administered by the Provincial School Board Transitional Committee through the Department of Education and the four (4) existing Boards until September 1, 2013 after which they will be administered by the Newfoundland and Labrador English School District.

The collective agreements currently in existence will continue to apply at the school level to the unionized employees currently employed at those schools, to those unionized employees employed at various board offices that remain and to those employees otherwise working in the districts of the Boards but not working at a school or board office.

As of September 1, 2013, the District shall be bound by the collective agreements as they apply to the previous Boards:

- (a) Eastern School District:
  - (i) Eastern Region represented by Local 1560 of the Canadian Union of Public Employees;
  - (ii) Western Region Locals 5850 and 7854 of the Newfoundland and Labrador Association of Public and Private Employees (master agreement);
  - (iii) Vista Region Local 9850 of the Newfoundland and Labrador Association of Public and Private Employees (master agreement);
  - (iv) Burin Region represented by Local 2033 of the Canadian Union of Public Employees (master agreement);
- (b) Nova Central School District Locals 3855, 3858, 3859, 4850, 4852, 4853, and 4854 of the Newfoundland and Labrador Association of Public and Private Employees (master agreement);
- (c) Western School District
  - (i) represented by Locals 2212 and 3148 of the Canadian Union of Public Employees (master agreement);
  - (ii) Locals 1850, 1851, and 1852 of the Newfoundland and Labrador Association of Public and Private Employees (master agreement);
- (d) Labrador School District Locals 2850, 2851, and 2853 of the Newfoundland and Labrador Association of Public and Private Employees (master agreement).

2. The District shall have the right to schedule holidays in a fashion that is more effective to the management of the province (i.e. common holiday schedule throughout the entire province). The parties agree that such a schedule will be arrived at through input and consultation in order to reach appropriate compromise on the existing articles of the three (3) collective agreements affected being the NAPE Master Article 10, the CUPE Master Article 20 and the CUPE Local 1560 Article 13 such that in scheduling holidays on a



consistent district wide basis the District will still be required to ensure that the benefit to individual employees is not unreasonably denied.

3. **SENIORITY**

All employees affected by this agreement, except the office and district-level staff of the previous Boards whose positions are impacted by the amalgamation, shall continue to accrue seniority and exercise seniority rights as per their respective collective agreements as if the district boundaries of the previous Boards remained in effect.

With respect to office and district level staff who are employed with the previous Boards and whose positions are affected by the amalgamation, their seniority standing, for the purpose of effecting the amalgamation, shall be determined on a merged seniority list which will be dovetailed effective August 12, 2013 with seniority determination based on actual date of hire. Should the amalgamation result in a new position for the employee, he/she shall become a member of the union that currently holds the bargaining rights for that position.

Employees on the merged seniority list shall continue to accrue seniority on the seniority list for their previous Employer in accordance with their respective collective agreement for the purpose of exercising their seniority rights within the boundaries of the former Boards in the event that they do not obtain or accept a position in the new District structure.

4. NAPE and CUPE shall determine the appropriate seniority ranking of their members on the new merged seniority list created in Section 3, above. Where a dispute arises between the Unions, NAPE and CUPE in determining the seniority ranking, the Unions, at no cost

to the Employer, will undertake to resolve this dispute within thirty (30) days by whatever means they deem fair and just. Failing this they will refer the matter to Third Party Dispute Resolution within a further ten (10) days.

Where reductions are required in the number of positions in any classification the Employer shall layoff the junior employee in the classification and work location where the reduction is required and the affected employee shall have the right to bump in accordance with the following procedure.

It is agreed that employees on the merged seniority list may bump in accordance with their respective collective agreements.

#### **STATUS OF NON-BARGAINING UNIT/NON-MANAGEMENT EMPLOYEES**

5. The parties agree that an employee whose position is outside the bargaining unit and whose position is negotiated into the bargaining unit by the parties or whose position is included in the bargaining unit by the Labour Relations Board shall be placed on the seniority list of the District equivalent to the employee's length of service with one of the predecessor Boards either inside or outside the bargaining unit but excluding any overtime worked while he or she remained in the same classification. Should the employee apply for another position within the bargaining unit, the seniority of that employee shall commence from the date that the employee was included in the bargaining unit while being considered as a candidate or if successful. Should the employee be subjected to layoff, he or she would only be entitled to rely on seniority from the date that he or she was included in the bargaining unit.

## **LAYOFF AND RECALL**

6. The parties agree that layoff and recall will be in accordance with each respective collective agreement within their previous district boundaries, with the following exceptions:
  - (a) For a period of twenty-four (24) months following the signing of this agreement, a permanent employee who moves from his or her original place of work or community as a result of the amalgamation, but remains in his or her classification, shall have the option to return to that site before vacancies in his or her classification are posted by the Newfoundland and Labrador English School District. Should more than one (1) employee be in this situation, preference will be given to the most senior employee.
  - (b) For a period of twenty-four (24) months following the signing of this agreement, a permanent employee who moves from his or her original place of work or community as a result of the amalgamation, upon layoff from their current position shall be given the option to either bump within their current Local and collective agreement or bump back within their previous Local and collective agreement.
7. Newly created positions within the District shall be posted in accordance with the applicable collective agreements. First consideration shall be given to employees of the appropriate Locals. If no employee with the appropriate Local is found to be qualified for the position, then consideration will be on a province wide basis.

Permanent employees who acquire a temporary or seasonal position in another area shall be placed on the relevant seniority list but shall revert to their former position, at the conclusion of such temporary or seasonal employment.

## **ASSIGNMENT OF WORK**

8. The parties recognize that the work assignment by the Newfoundland and Labrador English School District cannot be restricted to work exclusively within the previous boundaries of the Boards. Where the Newfoundland and Labrador English School



District deems it in the interest of District wide efficiency, an existing district-level employee capable of performing a function in any area of the new District should not be restricted to working in any area of the District.

#### **PRESERVATION OF EXISTING COLLECTIVE AGREEMENTS**

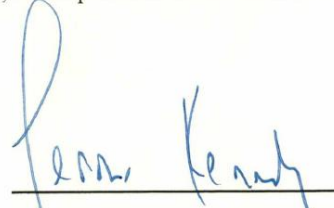
9. The provisions of the collective agreements applicable to the previous Boards shall be preserved until they are amended or modified by mutual agreement or replaced by a new collective agreement.
10. It is further understood that where the provisions of this transition agreement conflict with the terms and conditions of the existing collective agreements, this transition agreement shall apply.
11. The parties agree to have joint meetings to address other province wide issues arising from variances between the existing agreements. In the event that the parties are unable to reach agreement on any province wide issues arising from the variances in the collective agreements either party to this transition agreement may refer the matter to expedited arbitration as provided for in the existing applicable collective agreement.

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

Signed on behalf of Treasury Board representing Her Majesty the Queen in Right of Newfoundland and Labrador, President of Treasury Board, in the presence of the witness hereto subscribing:


SIGNED THIS 12 day of August, 2013

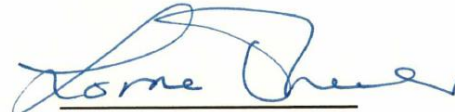
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
President of Treasury Board

\_\_\_\_\_  
Witness

**Signed by:**

  
\_\_\_\_\_  
C.E.O/Director of Education

  
\_\_\_\_\_  
Transition Chairperson

in the presence of:


  
\_\_\_\_\_

\_\_\_\_\_



Signed on behalf of the Newfoundland and Labrador Association of Public & Private Employees by its proper officers in the presence of the witness hereto subscribing:

**Newfoundland & Labrador  
Association of Public and Private  
Employees:**



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**Newfoundland & Labrador  
Association of Public and Private  
Employees in the presence of:**



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Signed on behalf of the Canadian Union of Public Employees by its proper officers in the presence of the witness hereto subscribing:

**Canadian Union of Public  
Employees:**



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**Canadian Union of Public  
Employees in the presence of:**



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