



SOURCE	Union		
Wages EFF.	95	07	01
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No. OF EMPLOYEES	300		
NOMBRE D'EMPLOYES	df		

COLLECTIVE AGREEMENT

between

ROMAN CATHOLIC SCHOOL BOARD  
FOR EXPLOITS-WHITE BAY

and

THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES

Expiry June 30, 1997

MAY 28 1996

10313(01)

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ARTICLE 1      PREAMBLE

- 1:01      The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union and to set forth certain terms and conditions of employment relating to remuneration, hours of work, health and safety, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1:02      In the event that there is a conflict between the expressed provisions of this Agreement and any regulation or policy made by the Employer, this Agreement shall take precedence over the said regulation or policy.

ARTICLE 2      MANAGEMENT RIGHTS

- 2:01      The Association recognizes and agrees that all the rights, powers and authority both to operate and manage the School Board under its control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

ARTICLE 3      DEFINITIONS3:01      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 of the party or parties here to so require.

## 3:02      For the purpose of this Agreement:

- (a) "Union" means the Newfoundland Association of Public Employees with headquarters in St. John's, Newfoundland.
- (b) "Bargaining Unit" means the bargaining unit as defined in Article 4.
- (c) "Bargaining unit work" means work normally and currently being performed by the bargaining unit and related to the day to day operation, cleaning and maintenance of buildings and equipment and the operation of such equipment owned or leased by the employer, but excluding the replacement of buildings.

- (d) 'Classification' means the identification of a position by reference to a class title.
- (e) "Day" means a working day unless otherwise specified in this Agreement.
- (f) "Day of rest" means a calendar day on which the employee is not ordinarily required to perform the duties of his/her position other than:  
(i) a designated holiday,  
(ii) a calendar day on which the employee is on leave of absence.
- (g) 'Demotion' means an action, other than reclassification, resulting from the correction of a classification error, which causes the movement of an employee from his/her existing classification to a classification carrying a lower rate of pay.
- (h) "Employee" or 'employees' - an employee means any person employed in a position which falls within the bargaining unit.
- (i) "Employer" means the Roman Catholic School Board for Exploits-White Bay.
- (j) "Full time employee" means an employee who is regularly scheduled to work the number of working hours in each working day for his/her classification without reference to any specified date of termination of service.
- (k) "Grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.
- (l) 'Holiday' means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.
- (m) "Layoff" means a temporary cessation of employment due to lack of work or the abolition of a post or any reduction in hours of work.
- (n) "Leave of absence" means absence from duty with the permission of the Employer.

- (o) "Month of service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which the employee is absent on special leave without pay not in excess of twenty (20) working days.
- (p) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (q) "Overtime":
- (i) Full time employee - all time worked by a full time employee in excess of his/her regularly scheduled daily or weekly hours shall be considered overtime.
  - (ii) Part-time employee - all time worked by a part-time employee in excess of equivalent fulltime hours on a daily or weekly basis shall be considered overtime.
- (r) "Part-time employee" means a person who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
- (s) "Permanent employee" means a person who has completed his/her probationary period and is employed on a fulltime basis without reference to any specific date of termination or layoff.
- (t) "Probationary employee" means a person who is employed but who has worked less than the prescribed probationary period.
- (u) "Probationary period" means a period of sixty-five (65) accumulative days from the date of employment.
- (v) "Promotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from his/her existing classification to a classification carrying a higher rate of pay.
- (w) "Reclassification" means any change in the current classification of an existing position.

- (x) "Schedule" means in writing and posted in an accessible place to all employees.
- (y) "Seasonal employee" means an employee whose services are of a seasonal and recurring nature and includes employees who are subject to periodic re-assignment in various positions because of the nature of their work.
- (z) "Seniority" means the length of service the employee has with the Employer and subject to Article 13, Clause 13.03, shall date from the original date of hire with the Employer. Seniority shall be on a bargaining unit wide basis.
  - (aa) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year unless otherwise specified in this Agreement.
  - (bb) "Standby" means any period of time during which, on the instruction of the Employer representative, an employee is required to be available for recall to work.
  - (cc) "Superintendent" - the Chief Executive Officer of the School Board or the official authorized by him/her to act on his/her behalf.
  - (dd) "Temporary employee" means a person who is employed for a specific period or for the purpose of performing specific work and who may be laid off at the end of such period or following the completion of such work. A temporary employee will accumulate site seniority when he/she is working on capital projects.
  - (ee) "Transfer" means the movement of an employee from one position to another which does not result in a promotion or demotion.
  - (ff) "Vacancy" means any opening in a bargaining unit position of a permanent, part-time, seasonal or temporary nature that will last or is expected to last for at least six (6) weeks or longer and in respect of which there is no employee on lay-off, eligible for recall.

- (gg) "Week" means the period from 0001 hours Monday to 2400 hours the following Sunday inclusive.
- (gg) "Year" means a calendar year unless otherwise specified in this Agreement.
- (hh) "Suitability" means the cumulative effect of appraisal of the following criteria:
- (i) related training;
  - (ii) work experience;
  - (iii) incidence of employment;
  - (iv) record work habits.
- (ii) "School term. means the period from school opening in September to School closing in June of each year.

ARTICLE 4            RECOGNITION

4:01            The Employer recognizes the Union as the sole and exclusive bargaining agent for all classifications listed in Schedule "A".

4:02            Work of Bargaining Unit

- (a) Persons whose jobs are not in the bargaining unit shall not work on jobs which are included in the bargaining unit except in an emergency or exceptional circumstances.
- (b) Notwithstanding the above for special functions and entertainment sponsored by the school, church, organizations, groups associated with the school, church or community or private groups using the facilities of the Employer, the groups concerned may perform work of the bargaining unit with respect to and only in connection with those aspects of the facilities used by the groups or they may hire members of the bargaining unit at union rates to perform such services. It is specifically understood and agreed that the services of the group and facilities used by such groups shall not reduce the normal hours of work or pay of any member of the bargaining unit nor will it increase the workload of any member of the bargaining unit without compensation in accordance with the collective Agreement. The members of the bargaining unit assume no responsibility for extra work resulting from the use of the schools by such groups or individuals and assume no liability for

damages caused to the employer's premises by such groups or individuals.

**4:03**      No Other Agreements

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

**4:04**      No Discrimination - Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination with respect to any employee in the manner of hiring, wage rates, training, upgrading, promotions, transfer, layoff, recall, discipline, classification, discharge, assignment or work, by reason of age, race, colour, sex, marital status, political or religious affiliation, physical handicap or by reason of his/her membership in the Union or for any other reason.

**4:05**      Shop Stewards

In the interest of maintaining a harmonious relationship between the School Board, its employees and the Union, both parties to this Agreement recognize the value and rights of Shop Stewards and Local President. By investigating complaints of an urgent nature, preparing and presenting grievances on behalf of employees, carrying out assigned safety Committee responsibilities and attending management meetings when requested, that Shop Stewards will encourage and protect a proper Employer/employee relationship in the workplace.

**4:06**      Bulletin Boards

The Employer shall provide sufficient space on existing bulletin board facilities for use of the Union.

**4:07**      Union Access

- (a) Employees shall have the right at any time to have the assistance of a full time representative of the Union on all matters relating to Employer/employee relationships. Union representative(s) shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances shall not absent themselves from work except with permission of their Supervisor, and



such permission will not be unreasonably requested or withheld.

- (b) Permission to hold meetings on the premises shall in each case be obtained from the Employer and such meetings shall not interfere with the operations of the Employer.

**4.08**      Employee Rights

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

**4.09**      New Positions

When new classifications are developed, the Employer agrees to consult with the Association as to whether such classifications should be included in the Bargaining Unit. Should the parties be unable to agree, the matter shall be referred to the Labour Relations Board for adjudication.

**ARTICLE 5**      UNION SECURITY

- 5.01**      All employees within the bargaining unit shall become and remain members *of* the Union as a condition *of* employment. Any new employees within the scope of the bargaining unit shall, as a condition of employment, become members at the commencement of their employment.

- 5.02**      Such employees will be advised that the Employer will not recognize any withdrawal of membership after being hired.

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

- (a) duties and responsibilities;
- (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.

**5.04**      Acquaint 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 Checkoff.

5:05 Interviewing Opportunity

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

ARTICLE 6 CHECKOFF

6:01 The Employer shall deduct from the salary or wages of all employees within the bargaining unit the amount of membership dues and forward same monthly to the Union accompanied by a list of employees showing:

- (a) the contributions of each;
- (b) the employee's full name and classification and Social Insurance Number;
- (c) changes from previous list, e.g. additions, deletions, employees status, layoff, resigned, promoted outside the bargaining unit, etc.

6:02 The Employer agrees that when issuing T-4 slips the amount of membership dues and Local fees paid by an employee to the Union during the current year will be recorded on his/her T-4 statement.

6:03 The Union shall Inform the Employer in writing of all authorized deductions to be made.

ARTICLE 7 CORRESPONDENCE

7:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Superintendent and President of the Union and a copy shall be forwarded to the Local President.

ARTICLE 8 GRIEVANCE PROCEDURE8:01 Definition of Grievance

A grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement. Should a dispute arise as to whether a matter is grievable, it may be taken up through the Grievance Procedure and be determined, if necessary, by arbitration.

8:02 Prompt Procedure

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

8:03 Shop Stewards

- The Employer acknowledges the right of the Union to appoint or elect six (6) Shop Stewards provided at least one resides on the Bale Verte Peninsula.

8:04 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize him/her.

8:05 Processing of Grievances

Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representative or while attending arbitration hearings if the Shop Steward is involved with the grievance.

8:06 Permission to Leave Work

It is agreed that Shop Stewards will not absent themselves from their work location for the purpose of handling grievances without first obtaining permission of the Shop Steward's Supervisor and that permission will not be unreasonably withheld or requested.

8:07 Settling of Grievances

The Board and the union agree that the prompt adjustment of grievances is essential. Should any disagreement arise between the School Board and the Union, in the interpretation and application of the terms of this Agreement, there shall be no interruption of work and every effort shall be made to settle the matter as soon as possible in accordance with the grievance procedure outlined below.

Step 1

With the exception of dismissal due to unsuitability or incompetence, as assessed by the Employer, of a probationary employee or a part-time employee with less than sixty-five (65) days of work and subject to Clauses 8:13 and 8:14, an employee who alleges that he/she has a grievance, shall first present the matter to his/her immediate supervisor within five (5) days of the occurrence or discovery of the incident giving rise to the alleged grievance and an earnest effort shall be made to settle the grievance at this level.

In cases where an employee's immediate supervisor is the person in charge, the grievance may be submitted immediately at Step 2.

Step 2

If the employee fails to receive a satisfactory answer to his/her grievance within five (5) days after the filing of the grievance at Step 1, he/she may, within a further five (5) days submit his/her grievance in writing to the Superintendent stating the nature of the grievance, the Article or Articles violated and the redress sought. For the purpose of Investigating the grievance, the Superintendent shall form a committee consisting of four (4) persons, comprising an equal number of Employer and Union representatives. The Union shall appoint its two (2) representatives to the committee. One of the Employer's representatives shall chair the meeting(s). The committee shall be entitled to interview such persons

as it deems necessary for the investigation of the grievance and shall give its decision in writing to the grievor within ten (10) days of receipt of the grievance. The committee's report shall consist of the joint decision of the committee where the committee members agree to a solution. If the matter is not mutually resolved by the committee, then the Employer's representative will send their position, along with a brief summary of the committee's deliberations, to the grievor, with a copy being sent to the Union.

### Step 3

If the grievance is still not satisfactorily settled by the foregoing procedure, or if it is of the type referred to in Clause 8:08, either party to this Agreement may submit the grievance to arbitration in accordance with Article 9.

8:08 In the case of dismissals and suspensions pending dismissal, the grievance may be submitted in the first instance at Step 2 of Clause 8:07.

### 8:09 Replies in Writing

Replies to grievances stating reasons shall be in writing, except in the case where a grievance is submitted in person and a dated receipt is received. All grievances and replies thereto shall be submitted by registered mail. The date of acceptance of the registered mail will be the operative date for the purpose of this Agreement.

8:10 A full time representative of the Union may be called in by the employee(s) at any Step of the Grievance Procedure. The grievor may be present during all Steps of the Grievance Procedure.

8:11 The time limits specified in this Article may be extended, in writing, by mutual agreement of the parties.

8:12 The settlement of a grievance without reference to arbitration shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, unless the settlement states otherwise.

### 8:13 Policy Grievance

Where a dispute arises involving a question of general application or interpretation of this Agreement, the Union may initiate a grievance.

8:14 Union May Institute Grievance

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure.

8:15 Facilities

- The Employer shall supply the necessary facilities for the grievance meeting.

8:16 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Article 42, Duration of Agreement, shall form part of this Collective Agreement and all Articles pertaining to grievance and arbitration shall remain in effect for the duration of the Agreement.

8:17 Technical Objections to Grievances

- (a) No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error or by the inadvertent omission of a step in the Grievance Procedure, (subject to the time limits specified in this Agreement).
- (b) Where an employee grieves against a suspension which is subsequently changed to dismissal, then any Arbitration Board appointed to deal with the grievance shall have the jurisdiction to deal with the merits of the suspension or dismissal.

ARTICLE 9            ARBITRATION

9:01 Notification of Arbitration

Either party of the Agreement may give notice to the other party in writing of its intention to refer the dispute to a Board of Arbitration and shall in such notice name its representative on the Board. Within fifteen (15) days of receipt of such notice, the other party shall in writing notify the first party of the name of its representative on the Board. Failing to do so, the Minister of Labour may name one on his/her behalf.

9:02 Within fifteen (15) days of the appointment of the second representative, the two (2) representatives shall meet and select a third person to act as Chairperson of the Board, or in default of their so doing, the Minister of Labour of the Province of Newfoundland upon application of either party may appoint such a third person.

9:03 By mutual agreement, of the two parties concerned, a single arbitrator may be used instead of three.

9:04 Procedure

The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Arbitration Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within sixty (60) days from the time of appointment.

9:05 Decision of the Arbitrator

The decision of the majority of the Arbitration Board shall be final, binding and enforceable on all parties and may not be changed unless set aside by either party referring the award to the courts. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which is deemed just and equitable.

9:06 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene and clarify the decision, which he/she shall do within five (5) days.

9:07 Expenses of the Arbitrator

Each party shall pay one-half (1/2) of the fees of the Arbitrator.

9:08 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitrator Procedures may be extended by mutual agreement between the parties.

9:09 Witness

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses. Employees giving evidence shall be considered on paid leave with no loss of wages or benefits.

9:10 Conflict of Interest

No person

- (a) who has pecuniary interest in the matters referred to the Arbitration Board: or
- (b) who is acting or has within a period of six (6) months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties shall be appointed to act as single Arbitrator.

9:11 Expedited Arbitration

Subject to the Agreement of the Employer and the Union, expedited arbitration may be used following Step 3 of the Grievance Procedure. Both parties retain access to the complete arbitration process as described in Article 13 of the Agreement where either party does not agree to expedited arbitration.

- (a) In any dispute over application, administration or alleged violation of the Agreement, the parties agree to submit a written brief and/or present oral argument to the sole Arbitrator.
- (b) The parties agree to draft a list of three (3) mutually acceptable Arbitrators who will be selected on a rotating basis to deal with each sitting. Future selections of Arbitrators will be considered on a year to year basis.
- (c) The parties will present argument/rebuttal based on:
  - issue(s)
  - applicable provisions of the Collective Agreement
  - general principle of arbitration case law which is applicable
  - relevant arbitration awards/legislation/texts, if applicable, and how they apply,
  - remedies requested.



Argument/rebuttal will be limited to one (1) hour for each party.

- (d) The party bearing the onus of proof will proceed first and rebut if necessary.
- (e) The parties will not call witnesses or submit evidence.
- (f) Decisions may be issued without having to provide the basis of conclusions.
- (g) All decisions will be "without prejudice" to any other case(s) with no precedent value being applied to any other case.
- (h) The parties agree that decisions arising out of these arbitrations will not be considered for judicial review.
- (i) Where the parties mutually agree, any step of the process may be altered, if deemed necessary.

ARTICLE 10

LABOUR MANAGEMENT

10:01 A Labour Management Committee shall be established consisting of three (3) representatives from the Union and the Employer. The numbers may be changed by mutual agreement between the parties. The Employer shall be duly notified in writing as to the names of the Union representatives selected.

10:02 (a) Function of Committee

The Committee shall concern itself with the following general matters:

- (i) promoting safety and sanitary practices:
- (ii) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service):
- (iii) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

(b) Sub-committee on Safety

It is agreed that a Sub-committee of the Labour Management Committee will be formed for the purpose of providing prompt investigation of possible hazardous situations. This Sub-committee shall be a Committee of two (2) members of each Local with representation of both parties with the same representatives as those of the Labour Management Committee.

It is agreed that this Sub-Committee will report to the Labour Management Committee, but that its membership is not restricted to members of the Labour Management Committee. The Sub-committee may draw on other employees of the Employer as required for investigation of specific situations.

The Sub-committee on Safety shall be guided by the provisions of the Occupational Health and Safety Act. It is agreed that for the purposes of the Committee, the Occupational Health and Safety Act applies to all employees who are members of the bargaining unit.

10.03 Meetings of Committee

The Committee shall meet at least once every two (2) months at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent. Employees shall not suffer any loss of pay for time spent with this Committee.

10.04 Chairperson of the Meeting

The meetings of the Committee shall be chaired by the Employer's representative and the Vice-Chairperson will be selected by the Union.

10.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson and Vice-Chairperson as promptly as possible after the close of the meeting. The Chairperson and Vice-Chairperson shall each receive three (3) copies of the minutes within seven (7) calendar days following the meeting.

10:06 Jurisdiction of Committee

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

ARTICLE 11 ABSENCE FROM WORK DUE TO HEATHER CONDITIONS

11:01 Where because of severe weather conditions, the decision to relieve bargaining unit employees originates at the District Board Office. such employees will receive pay accordingly.

- (a) If employees are given permission to leave the job due to extreme weather conditions, they shall not be required to compensate the Employer for such time lost and shall be paid straight time hours as if they had worked the normal full daily shift.
- (b) Employees who continue to work after permission has been granted according to Clause 11:01 (a) will receive straight time pay for completion of normal daily shift time.
- (c) If the School Board or designated representative makes an announcement that schools are closed due to severe weather conditions. employees who normally report to work at the opening of school will not be expected to report to work until it becomes obvious that the weather has cleared and a decision has been made by the School Board or designated representative to recall those employees.

Employees so affected shall suffer no loss of pay or benefits.

ARTICLE 12 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

12:01 (a) Probationary Period

The probationary period shall be as specified in Clause 3:01 (u).

(b) Discharge Procedure

Any employee who claims to have been unjustly disciplined, discharged without just cause, or suspended shall have the right to be heard in accordance with the Grievance Procedure under this Agreement. Any employee who is disciplined, discharged or suspended shall be provided with written notification within seven (7) days of the incident. Such written notification shall state the reason for discipline, discharge or suspension. If this procedure is not followed, the discipline shall be null and void.

- (c) All employees, with the exception of dismissal due to unsuitability or incompetence as assessed by the Employer of a probationary employee, will be entitled to full rights and benefits of this Collective Agreement.

12:02 Unjust Suspension or Discharge

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

12:03 Warnings

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

12:04 Adverse Reports

The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within seven (7) days of the Employer's becoming aware of the event of the complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her at any time. The employee's written reply to such notification of dissatisfaction shall become part of his/her record.

Any reprimand or warning given in writing and becoming part of an employee's personal file shall be removed and destroyed after eighteen (18) months have elapsed, provided another warning or reprimand relating to the same or similar offence has not been given within that period.

12:05 Personal Files

- (a) There shall be one (1) official personal file, the location of which shall be the School Board Office. An employee shall at any reasonable time be allowed to inspect his/her personal file and may be accompanied by a representative of the Union if he/she so desires. The employee may delegate, in writing, authorization to a representative of the Union to inspect the employee's personal file.
- (b) A copy of any documents placed on an employee's official personal file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy.
- (c) An employee who feels that he/she has not been given a proper assessment shall have the right to grieve in accordance with Article 8. Performance evaluations shall not be considered an adverse report.
- (d) All adverse reports shall be supplied concurrently to the employee. Before any such document is entered in the employee's personal file, it shall be signed by the employee for the sole purpose of certifying that it has been examined. If the employee refuses to sign, the document shall be entered in the personal file with the notation that

the employee has refused to sign. No occurrence or event which is not documented in the employee's personal file within seven (7) calendar days of the discovery of the incident shall be used against the employee in any case of suspension, dismissal or other disciplinary action. Proper security for these files shall be maintained.

12:06 May Omit Grievance Steps

An employee considered by the Association to be wrongfully or unjustly discharged or suspended shall be allowed to bypass Step I of the grievance procedure.

ARTICLE 13 SENIORITY

13:01 Seniority Defined

- (a) Subject to Clause 13:03, seniority is defined as length of service with the Employer excluding overtime. Seniority shall operate on a bargaining unit wide basis.
- (b) Seniority shall be effective from the original date of hire subject to the following:
  - (1) the employee has completed the probationary period prescribed in the Collective Agreement.
  - (11) the employee has not lost seniority rights as prescribed in the Collective Agreement:
- (c) Temporary and/or newly hired employees shall be granted seniority only upon the completion of the required probationary period provided such service has been accumulated within the preceding twelve months except seasonal employees who may accumulate the required time to complete the probationary period over a twenty-four month period.

13:02 Seniority Lists

The Employer shall maintain a seniority list showing the classification of each employee, the date upon which each employee's last continuous service commenced. An up-to-date Seniority list shall be sent to the Association and posted on all bulletin boards in January of each year. Employees shall have thirty (30) days from the posting of the list in which to protest any error. After thirty (30) days, the seniority of employees shall be as

determined by the list. Each year an employee may correct any error that has existed from previous years.

13:03 Loss of Seniority

An employee shall lose his/her seniority in the event that:

- (a) he/she is discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure:
- (b) he/she resigns (in writing) and does not withdraw his/her resignation within five (5) days of submitting same:
- (c) he/she is absent from work in excess of five (5) working days without the approval of the Superintendent;
- (d) he/she fails to return to work within five (5) working days following a layoff and after being notified by registered mail to do so, except when such failure is caused by sickness verified by a doctor's certificate or by other just cause. It shall be the responsibility of the employee to keep the Superintendent informed, in writing, of his/her current address. An employee who is recalled for casual work which is expected to last less than two (2) months may refuse the recall without losing his/her recall rights providing he/she has other employment that will last longer than the period for which he/she is recalled. Upon receipt of notice of recall, the employee shall, within two (2) working days, notify the Superintendent whether or not he/she will return to work:
- (e) for the duration of his/her recall period, an employee shall have the right to refuse recall without loss of seniority to a work site that is more than fifteen (15) miles from his/her home:
- (f) he/she is laid off or on leave without pay for a period longer than twenty-four (24) months:
- (g) employees shall have the right to refuse recall without loss of seniority to a work site that is more than fifteen (15) miles from his/her home:

(h) employees shall have the right to refuse recall into a lower paying position or the position with less hours than his/her own without loss of seniority.

13:04 Transfers and Seniority Outside Bargaining Unit

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 the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority while outside the unit.

ARTICLE 14 PROHITIONS AND STAFF CHANGES

14:01 Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post a notice of the position in accessible places in the Employer's premises for a period of not less than seven(7) calendar days. Copies of all postings are to be supplied concurrently to the Local President.

14:02 Information of Posting

For vacancies or new positions inside the bargaining unit such notices shall contain the following information - title of position, qualifications, required knowledge and education, skills, wage or salary rate or range and whether shift work could be involved. All job postings shall state "this position is open to male and female applicants".

14:03 Procedure for Filling Vacancies

No bargaining unit positions will be filled from outside the bargaining unit until the applications of present employees have been fully processed.

14:04 Role of Seniority

Both parties recognize:

- (a) the principle of promotion within the service of the Employer:
- (b) that the job opportunity should increase in proportion to length of service.



Therefore, when a vacancy occurs in an established position within the bargaining unit or when a new position is created within the bargaining unit, employees who apply for the position or promotion or transfer shall be given preference on a seniority basis for filling such vacancy, provided that the applicant's qualifications meet the required standards for the new position as advertised in the job posting.

14:05 Trial Period

The successful applicant shall assume his/her new duties on a trial basis for two (2) months. The Employer shall confirm the employee's appointment after the trial period of two (2) months, unless the Employer deems the employee's service unsatisfactory. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate without loss of seniority. 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 rates, without loss of seniority.

14:06 Notification of Successful Applicant

Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant with a copy to the Local President.

14:07 Permanent Employees in Temporary Positions

A permanent employee who obtains a temporary position shall retain his/her permanent status.

14:08 Incapacitated Employees

An Employee who becomes incapacitated by illness, injury or age will be employed in other work which he/she is capable of performing, provided a suitable position is available and the applicable rate for the new position shall apply. Such an employee shall not displace an employee with more seniority. Any employee displaced as a result of this Clause shall have the option of displacing a less senior employee in accordance with Article 15.

14:09 Disabled Employee's Performance

An employee who has been incapacitated at his/her work by injury or compensatable occupation disablement, and is unable to perform his/her regular duties, will be employed in other work which he/she can do providing a suitable position is available and the applicable rate for the new position will apply. Such employee shall not displace an employee with more seniority. An employee displaced as a result of this Clause shall have the right to bump a less senior employee.

ARTICLE 15 LAYOFF AND RECALL15:01 Role of Seniority in Layoffs

- (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of seniority. With the exception of a District Maintenance Supervisor an employee shall have the right to displace a junior employee provided that the employees being retained are qualified to perform the work required. A laid off senior employee may displace a District Maintenance Supervisor in the respective bargaining unit where the senior employee is both qualified and suitable.
- (b) For the purpose of this Article, a reduction in the hours of work shall activate the employee's right to bump.

15:02 Unless their Collective Agreement provides for a greater benefit, permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment, as per the attached chart. Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly. Employees who are re-employed with any employer covered by these negotiations shall require to pay back part of any severance pay/pay in lieu of notice they received. The amount they have to pay back shall be based on the length of time they have been out

of the employment from the employer covered by these negotiations. The amount repaid will be based on the net amount received by the employee or the amount paid to a financial institution on behalf of an employee. For the purposes of this Collective Agreement a permanent employee means a person who has completed his/her probationary period and is employed on either a fulltime or part-time basis without reference to any specified date of termination of service.

15:03 Recall

- (a) Employees shall be recalled in order of seniority provided they are qualified to perform the work required.
- (b) An employee may change his/her work location and/or his/her classification as a result of bumping or transfer. For the purposes of recall, the Employer will be required to recall the employee to his/her regular classification as if he/she were on layoff. The employee shall have the option to return to his/her regular classification.
- (c) Subject to Clause 13:01(c) newly hired employees shall not have seniority for the purpose of recall until they have completed the required probationary period.

15:04 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall, provided that those recalled are qualified to perform the work required.

15:05 Advance Notice of Layoff

Except where legislation is more favourable to an employee, the Employer shall notify permanent, full time and part-time employees who are to be laid off no less than twenty-one (21) calendar days, and temporary employees who have not been given notice of duration of employment when hired and who are to be laid off no less than seven (7) calendar days prior to effective date of layoff.

ARTICLE 16 HOURS OF WORK AND WORK SCHEDULE

16:01 The maximum regular hours of work of any full-time employee covered under this agreement ~~is~~ forty (40) hours per week.

Prior to the opening ~~of~~ school for students, the Employer agrees to notify employees of any change in the hours of work assigned during that school year. These hours shall not be reduced within that school year except in the case of property destruction or school closures ~~for~~ any reason.

16:02 Rest Period

All employees who work five (5) hours or more per day shall be entitled to a fifteen (15) minute rest period in the first and second half of the shift. Employees who work less than five (5) hours per day shall be entitled to one (1) twenty (20) minute rest period during the day.

16:03 Meal Periods

(a) No employee shall be required to work more than five (5) consecutive straight time hours on a dally basis without a meal period.

(b) All full time employees shall be entitled to an unpaid meal break of one (1) hour per shift.

Notwithstanding the above, and where the employee and Employer mutually agree, meal periods can be of shorter duration and at different intervals during the shift.

(c) Part-time employees may schedule their meal periods at the end of their shift.

16:04 Days Off -

Days off shall be allocated at the rate of two (2) consecutive days off. The days off shall be Saturday and Sunday except where otherwise mutually agreed between the Employer and the employee.

16:05 Subject to Clause 16:01, the minimum hours of work for all employees shall be ten (10) hours except the one (1) caretaker who is presently working less.

ARTICLE 17            OVERTIME**17:01**        Definition of Overtime(a) Full Time Employees

(i) Secretaries. All time worked by School Secretaries beyond seven (7) hours per day or thirty-five (35) hours per week shall be considered overtime.

(ii) Subject to Article 16:01 all time worked by other employees in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime.

(b) Part-time Employees

All time worked by a part-time employee in excess of the equivalent full time hours for each classification outlined in Clause 17:01 (a) above will be considered overtime.

(c) Approval of Overtime

All overtime is subject to the prior approval of the Superintendent or his/her designated representative for the place of work where the overtime is to be worked.

**17:02**        Normal Overtime Rate

- (a) The normal overtime rate shall be either pay or time off at the rate of time and one half (1 1/2),
- (b) Instead of cash payment of overtime, the employee may choose to receive time off at the appropriate overtime rate at a date to be mutually agreed between the employee and the Superintendent or his/her designated representative. The employee's decision to receive time off must be conveyed to the Superintendent or his/her designated representative within seventy-two (72) hours of the conclusion of the overtime.

17:03 Meal Periods

All employees shall be entitled to an unpaid meal break of one (1) hour per day. An employee required to work during his/her meal break shall be paid at the rate of time and one-half (1-1/2) for the time worked during his/her meal break to a minimum of one (1) hour. Part-time employees and School Secretaries may schedule their meal period at the end of their respective shift.

17:04 Sharing of Overtime

Overtime and callback shall be divided equally among those employees who normally do the work required in that particular work location.

17:05 Callback

An employee who is called back to work outside the normal working hours and after they have left their place of work, shall be paid a minimum of three (3) hours at the applicable overtime rate.

17:06 No Layoff to Compensate for Overtime

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

17:07 Calculating of Overtime Rates

An employee who is absent on approved time off during his/her scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if he/she had worked during his/her regular hours during such absence.

17:08 Overtime on an Employee's Day Off

An employee who works on his/her day off shall be paid time and one half (1 1/2) for all hours worked.

17:09 (a) Holidays Worked When Schools Open

When schools are open on the day of any of the holidays designated in Clause 18:01 and an employee is required to work, an alternate day will be provided or the Employer may pay one (1) day's regular pay in lieu. The days so affected will be set at the time each school calendar is determined.

(b) Holidays Worked When Schools Closed

Where schools are closed the day of any of the holidays assigned in Clause 18:01 and an employee is required to work, he shall be paid in addition to his regular pay one and one-half (1-1/2) times his regular rate for each hour worked, in addition to another hour off with pay at straight time for each hour worked.

17:10 Standby

The Employer agrees that employees will not be required to perform standby duty during the life of this Agreement.

ARTICLE 18      HOLIDAYS18:01      Holidays

Employees shall receive one (1) day of paid leave for each of the statutory holidays as follows:

- (a) New Year's Day
- (b) St. Patrick's Day
- (c) Good Friday
- (d) St. George's Day
- (e) Commonwealth Day
- (f) Discovery Day
- (g) Memorial Day
- (h) Civic Holiday
- (i) Labour Day
- (j) Thanksgiving Day
- (k) Armistice Day
- (l) Christmas Eve (1/2 day)
- (m) Christmas Day
- (n) Boxing Day
- (o) New Year's Eve (1/2 day)
- (p) Any other day proclaimed as a special holiday by the Provincial Government.

18:02      Compensation for Holidays Falling on Scheduled Days Off

When any of the aforementioned paid holidays fall on the employee's scheduled day off, the employee shall receive another day off with pay to be taken within sixty (60) days and on a mutually agreed date. If such time off cannot be granted within sixty (60) days, the employee will be paid one (1) day's regular pay in lieu of time off.

18:03      Paid Holiday during Leave

If an employee is sick on the day that the paid holiday is designated, the employee shall be charged for the paid holiday and there shall be no reduction from the employee's sick leave.

**18:04**     Pay for Work on a Designated holiday

When an employee is required to work on a holiday, he/she shall be paid at the rate of one and one-half (**1 1/2**) times his/her regular rate of pay or he/she shall be entitled to time off with pay on the basis of one and one-half (**1 1/2**) hours for each hour worked, at the request of the employee. The employee's decision to receive time off must be conveyed to the supervisor within seventy-two (**72**) hours of working on the holiday. If such time off is not granted within two (**2**) months of the scheduled holiday, the employee shall receive pay in lieu of time off at the rate of time and one-half (**1-1/2**) his/her regular rate of pay for all hours worked on the holiday in addition to holiday pay.

**18:05**     Compensation for Work Performed on a Holiday Falling on a Scheduled Day Off

When a holiday falls on an employee's day off and he/she is required to work on such a holiday, he/she shall receive two (**2**) hours' pay for each hour worked on such a holiday in addition to holiday pay. If, at the request of the employee, time off in lieu is granted, it shall be on the basis of two (**2**) hours off for each hour worked in addition to the holiday pay.

ARTICLE 19     ANNUAL LEAVE

**19:01**     Length of Vacation

The maximum annual leave which an employee shall be eligible for in any year shall be as follows:

<u>Years of Service</u>	<u>Number of Days Der year</u>
One ( <b>1</b> ) to ten ( <b>10</b> ) years	<b>1 1/4</b> days per month of service (max. 15 days)
Ten ( <b>10</b> ) to twenty ( <b>20</b> ) years	<b>1 2/3</b> days per month of service (max. 20 days)
Over twenty ( <b>20</b> ) years	<b>2 1/2</b> days per month of service (max. 25 days)

The following provisions respecting annual leave shall apply:



- (a) No annual leave may be taken by an employee until he/she has not less than sixty (60) days of service prior to taking leave.
- (b) When an employee has had not less than sixty (60) days of service, he/she may anticipate annual leave to the end of the period of his/her authorized employment or to the end of the year concerned, which ever is the shorter period.
- (c) When an employee becomes eligible for a greater amount of annual leave he/she may be allowed in the year in which the change occurs, a portion of the additional leave for which he/she has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days.

19:02 Annual leave shall not be taken except with the prior approval of the Superintendent. However, subject to the operational requirements of the School Board, the Superintendent shall make every reasonable effort to grant the employee his annual leave at a time requested by the employee.

19:03 Work on Vacation

Subject to extraordinary operational requirements of the School Board; the Superintendent will make every reasonable effort not to recall to duty any employee who has commenced annual leave. Employees who are required to work during periods of annual leave shall receive pay at overtime rates as outlined in Article 17. Hours worked while on vacation shall not be deducted from the employee's vacation credit.

19:04 Subject to the prior approval of the Superintendent an employee may carry forward to another year a maximum of fifteen (15) days of annual leave not taken by him/her in previous years. This limit will not apply in the event that an employee is in receipt of Workers' Compensation on sick leave (paid or unpaid), on maternity leave or is required to work during periods of annual leave.

19:05 Substitution of Annual Leave

- (a) An employee who becomes ill while on annual leave may change the status of his/her leave back to sick leave effective the date of notification to the Employer. The employee shall submit on his/her

return to duty a medical certificate covering the total period during which he/she was ill.

(b) In the case of an employee who is admitted to hospital while on annual leave, he/she may change the status of his/her leave to sick leave with effect from the date he/she was admitted to hospital.

19:06 ~ For the purpose of this Article, employees who are re-employed by the Employer after termination may have service prior to termination credited to them for annual leave purposes.

19:07 Subject to Article 22, employees who are normally laid off during the Summer School closure may, if they so desire, receive their annual vacation pay on their bi-weekly pay cheque.

19:08 Subject to 19:02 maintenance staff shall be entitled to schedule their annual vacation during the summer months.

ARTICLE 20      SICK LEAVE.

20:01      Sick Leave Defined

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

20:02      Deduction from Sick Leave

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

(b) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service to a maximum of two hundred and eighty (280) days.

20:03      Proof of Illness

Sick leave with pay in excess of three (3) consecutive days at any time or six (6) days in the aggregate in any year shall not be awarded to an employee unless a medical

certificate. certifying that he/she is unable to carry out his/her duties due to illness. has been submitted in respect thereof.

20:04 Sick Leave During Leave of Absence and Layoff

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

20:05 Medical Examiner

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

20:06 Extension of Sick Leave

- (a) An employee with more than five (5) years of service who has exhausted his sick leave credits may be allowed to borrow from anticipated earned leave to a maximum of fifteen (15) working days.
- (b) When an employee has used the maximum of sick leave which may be awarded to him/her in accordance with this Agreement, he/she may elect, if he/she is still unfit to return to duty and if he/she so desires. to proceed on annual leave, including current and accumulated leave, if he/she is eligible to receive such leave and if not, on special leave without pay. Medical certificates shall be submitted for such leave if required by the Employer. No employee may be retired/terminated until they have exhausted the accumulated benefits of this Collective Agreement including the rights to recall.

20:07 Sick Leave Records

The School Board will maintain a record of employees' sick leave and once annually will provide up-to-date information on their sick leave to all employees requesting the same.

20:08 Injury on Duty

- (a) An employee who is injured during working hours and is either required to leave for treatment or sent home for such injury shall receive payment for the remainder of the shift or work day at his/her regular rate of pay without deduction from sick leave.
- (b) All employees shall be covered by the Workers' Compensation Act.
- (c) An employee who cannot work in his/her regular position on account of an occupational accident or occupational disease that is covered by the Workers' Compensation Act, but who can work in another position in the bargaining unit, will be encouraged by the Employer and the Union to accept another position. If the position accepted by the employee pays at a lower level, the employee shall continue to receive the pay and benefits of his/her former position.
- (d) The employee shall provide to the Employer all information pertaining to his/her compensable injury.

20:09 Sick Leave During Special Leave Without Pay

An employee on special leave without pay for a full calendar month shall not accumulate sick leave during such periods of special leave without pay.

20:10 Sick Leave Credits for the First and Last Month of Employment

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

ARTICLE 21      LEAVE OF ABSENCE

21:01 Negotiation Pay Provision

Representatives of the Union not to exceed three (3) employees per bargaining unit shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on or to take

part in negotiation meetings. The Union will notify the Superintendent in writing of the three (3) employees per bargaining Unit. The employees will notify the Superintendent as far in advance as possible when absences are required under the Clause.

**21.02**      Grievance and Arbitration Pay Provision

The Local President, Shop Steward and the employees concerned with the grievance shall not suffer any loss of pay or benefits when required to leave his/her employment temporarily in connection with the Grievance or Arbitration Procedure. It is agreed that the Local President and/or Shop Steward will not absent themselves from work for the purpose of handling grievances without first obtaining permission from their respective Principal and/or immediate Supervisor and that permission will not be unreasonably withheld.

**21.03**      Leave of Absence for Union Business

- (a) Upon written request from the Association and provided that at least **two (2)** weeks' written notice is given three (3) days paid leave shall be granted to one (1) employee who is elected or appointed as a voting delegate to the Biennial Convention of the Association and up to two (2) days' leave with pay for an employee who is elected or appointed as a voting delegate to the Component Convention of the Association.
- (b) Upon **two (2)** weeks' written notice, an additional ten (10) man days per Local with pay may be granted to employees for other Union business.
- (c) Additional leave without pay for the purpose of attending to Union business may be granted by the Superintendent if requested and on reasonable notice.

**21.04**      Leave of Absence for Full Time Union Representative

An employee who is selected or elected for a full time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without loss of seniority or accrued benefits for a period of one (1) year. Such leave shall be renewed each year, on request, during his/her term of office.

21:05 Paid Bereavement Leave

An employee shall be entitled to bereavement leave with pay as follows:

- (a) (i) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, grandmother, grandfather, mother-in-law, father-in-law, grandchild, or near relative living in the same household, three (3) days.
  - (ii) In the case of a son-in-law, daughter-in-law, brother-in-law, or sister-in-law, one (1) day.
- (b) If the death of a relative referred to in Clause 21:05 (a) occurs outside the Province of Newfoundland and Labrador, the employee shall be granted leave with pay not exceeding five (5) days for the purpose of attending the funeral. Such days not to be in addition to those allotted in Clause 21:05(a).
- (c) In cases where extraordinary circumstances prevail, the Superintendent may grant two (2) additional days other than those referred to in Clause 21:05 (a) and (b).
- (d) The days of leave of absence for which the employee shall receive pay will be limited to those days on which the employee is scheduled to work. Pay shall be limited to the regular hours of work at the employee's regular basis rate. Prior authority for such leave must be obtained from the Employer.

21:06 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 thirty-three (33) 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 Business Manager two (2) weeks notice of his/her intention to do so.
- (ii) The employees shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- (c) (i) Periods up to thirty-three (33) weeks shall count for seniority purposes, annual leave, severance pay, and step progression.
- (ii) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of thirty-three (33) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- (d) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- (e) While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through the School Board Office.

21:07

Education Leave

- (a) An employee who is upgrading his/her employment qualifications through an Employer approved upgrading course shall be entitled to leave of absence without loss of pay and benefits to write examinations required by such course.
- (b) Subject to operational requirements and availability of qualified replacement staff, an employee shall be granted unpaid educational leave of the amount request not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority.

21.08 Unpaid Leave

- (a) Subject to operational requirements and availability of qualified replacement staff, where required, the Employer will agree to make provisions in contracts for one 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. Leave under this Article shall be taken only once in a school year. The minimum leave under this Article shall be three (3) days. The maximum leave under this Article shall be one (1) month.
- (b) Upon written request, a permanent employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled to up to a maximum of twelve (12) months unpaid leave for each two (2) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks. An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside a bargaining unit.

21.09 Service Credits

- (a) Employees on any form of paid leave shall be eligible to accumulate service credits for seniority purposes.
- (b) Seniority would accumulate during other periods of unpaid leave provided the employee would not have been laid off during the period of unpaid leave.

21.10 Extended Unpaid Leave

Upon written request, a permanent employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement



staff. An employee shall be entitled to up to a maximum of twelve (12) months unpaid leave for each two (2) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks. An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside a bargaining unit.

21:11 Family Leave

Subject to Clause 21:11 (b), (c), and (d), an employee who is required to:

- (a) (i) attend to the temporary care of a sick family member living in the same household;
- (ii) attend to the needs relating to the birth of an employee's child;
- (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
- (iv) attend meetings with school authorities;
- (v) attend to the needs relating to the adoption of a child: and
- (vi) attend to the needs related to home or family emergencies.

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

- (b) In order to qualify for family leave, the employee shall:
  - (i) provide as much notice to the Employer as reasonably possible
  - (ii) provide to the Employer valid reasons why such leave is required; and
  - (iii) where appropriate and in particular with respect to (iii), (iv) and (v) of Clause 21:11(a) have endeavoured to a reasonable extent to schedule such events during off duty hours.

(c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement or sick leave.

(d) General Leave

With the approval of the Superintendent, special leave with pay, not exceeding three (3) days, may be granted in special circumstances for reasons other than those referred to in Clause 21:05.

ARTICLE 22            PAYMENT OF WAGES AND ALLOWANCES

22:01            Availability of Salary Cheques

It is agreed that the current practice of the Employer as it relates to availability of salary cheques shall continue during the life of this Collective Agreement.

Overtime pay will be included in the regular pay cheque for the pay period next succeeding the pay period during which the overtime was earned. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay deductions.

22:02            Pay on Temporary Transfers. Higher Rates Jobs

- (a) An employee who is required by the Employer to temporarily perform work in a classification paying a higher rate of pay shall receive the higher rate of pay for all hours worked in the higher classification.
- (b) When the employee returns to his/her position from a temporary assignment, they will be returned to their former salary with any adjustments made for salary increases in the interim.
- (c) An employee who is required to temporarily perform work in a classification paying a lower rate of pay shall maintain his/her regular rate of pay.

22:03            Vacation Pay

An employee with more than one (1) year of service or an employee who has earned at least two (2) weeks' vacation, upon giving at least two (2) weeks' notice prior to the pay day preceding the office day on which he wishes to

receive his advance payment, shall receive prior to commencement of his annual vacation any regular pay cheque(s) which may fall due during his vacation. An employee who is regularly laid off during the Summer School closure may be paid, if he so desires, for all unused annual leave not less than two (2) weeks prior to layoff.

22:04 Travel and Meal Allowance

(a) Effective date of signing of this Master Agreement, with the provision that should a Collective Agreement provide for a greater amount for any meal or kilometre the rate shall be maintained.

Breakfast	Lunch	Dinner	Total
<u>Island</u> 6.31	9.00	13.69	29.00
<u>Labrador</u> 7.00	10.00	15.00	32.00
<u>Canada</u> 43.00	<u>U.S.</u> 43.00 U.S.	<u>Other</u> 48.00	

K.H. rate - .25 cents

(b) Payment for the use of private vehicles on the Employer's business shall be limited to the mileage rate specified herein. The Employer assumes no liability for damage or other expenses arising as a result of the use of private vehicles.

ARTICLE 23                      PERSONAL LOSS

23:01                      Personal Loss

Subject to Clauses 23:02 and 23:03, where an employee in the performance of his/her duty suffers personal loss and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered subject to a maximum of three hundred dollars (\$300.00).

23:02                      All incidents of loss suffered by an employee shall be reported in writing by the employee within five (5) days of the incident to the Superintendent or his/her designated representative.

- 23:03 This provision shall only apply in respect of personal effects which the employee would reasonably have in his/her possession during the performance of his/her duty.

ARTICLE 24            STRIKES AND LOCKOUTS

- 24:01 It is agreed by the Union that neither it nor its representatives will, during the term of this Agreement or while negotiations for renewal of this Agreement are in progress, authorize, call, cause, condone or take part in any strike, sit down, slow down, stoppage, cessation, curtailment or restriction of interference with work or production.
- 24:02 An employee covered by this Collective Agreement shall have the right to refuse to cross a picket line at the premises of another employer. Failure to cross such a picket line by a member of this Association shall not be considered a violation of this Collective Agreement nor shall it be grounds for disciplinary action.
- 24:03 It is agreed by the School Board that there shall be no lockouts during the term of this Agreement.
- 24:04 Legislation and Collective Agreements

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

ARTICLE 25            TERMINATION OF EMPLOYMENT

- 25:01 Employees shall give the Employer twenty-one (21) calendar days' notice of their intention to terminate employment.
- 25:02 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the employee and Employer.
- 25:03 The period of notice may be reduced or eliminated by mutual agreement between the employee and Employer.

25:04 Upon termination of service, an employee shall receive pay for all his/her earned current and accrued annual leave not taken by him/her prior to the date of termination of his/her service provided, however, that any indebtedness to the Employer may be deducted from such payment.

ARTICLE 26 EMPLOYEE BENEFITS

26:01 Group Life and Extended Health Benefits Plan

- (a) The Employer agrees to maintain its participation in the Provincial Government Group Life and Extended Health Benefit Plan.
- (b) While an employee, who is eligible to be in the Plan, is in receipt of wages from the Employer, the Employer will pay fifty percent (50%) of the premium and the employees will pay fifty percent (50%) of the premium.
- (c) When an employee is on maternity leave the Employer shall continue to pay fifty percent (50%) of the premiums of the Plan to a maximum of 33 weeks.
- (d) The employee shall have the option to maintain coverage by paying full premiums during layoff.

26:02 Pension Plan

Employees shall continue to remain the Public Service Pension Plan in accordance with the Act and Regulations of said Plan. The Employer will continue to pay fifty percent (50%) of the pension premium.

ARTICLE 27 SEVERANCE PAY

- 27:01 (a) Subject to 27:03 a full time employee who has nine (9) or more years of continuous service in the employ of the Board is entitled to be paid on retirement, if laid off and unable to be reassigned, resignation or in the event of his/her death is paid to his/her estate, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his/her weekly salary to a maximum of sixty-two hundred dollars (\$6,200.00).
- (b) Subject to 27:03 a school year employee who has nine (9) or more years of continuous service in the employ of the Board is entitled to be paid on

retirement. if laid off and unable to be reassigned, resignation or in the event of his/her death is paid to his/her estate, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his/her weekly salary to a maximum of sixty-two hundred dollars (\$6,200.00).

(c) Subject to 27:03 other employees who accumulate the equivalent of nine (9) years or more of continuous service. (i.e. one hundred and eight (108) months) will qualify for severance pay in accordance with 27:01(a). Employees who upon resignation, death or retirement after nine (9) years of service and who do not qualify (i.e. one hundred and eight (108) months of service) for severance pay in accordance with clause 27:01(a) shall receive severance pay equal to multiplying their years of service by one hundred dollars (\$100.00).

27:02 Subject to 27:03 for the purpose of 27:01(b) and (c) a year of seniority shall mean the equivalent to that of a full time employee in the number of working days in a year.

27:03 Employees will retain the years of service for severance pay purposes which were accrued under the Collective Agreement that expired on December 31st, 1989.

#### ARTICLE 28      TECHNOLOGICAL CHANGE

##### 28:01      Advance Notice

Before the introduction of any technological change or new method of operation which will affect the rights and benefits of an employee as provided for under this Collective Agreement, the School Board will notify the Union of the proposed change.

##### 28:02      Consultation

Any such changes shall be made only after the Union and the Employer have discussed the matter. These discussions shall take place within thirty (30) calendar days of the employee's notification to the Union.

##### 28:03      Training Benefits

In the event that the Employer should introduce new methods or machines which require new or greater skills than those possessed by employees under the present

method of operation. such employees shall be given a reasonable period of time during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in the wage or salary of the employee during this training period.

**28:04** (a) Attrition Arrangement

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

(b) Income Protection

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

**28:05** No New Employees

No new employee(s) will be hired by the Board to replace any employee(s) effected by the technological change or new method of operation until the employee(s) already employed and affected by the change have been notified and allowed an opportunity to retrain in accordance with Clause **28:03**.

ARTICLE 29 EFFECT OF LEGISLATION

**29:01** Continuation of Acquired Rights

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

ARTICLE 30      CONTRACTING OUT

- 30:01      (a) Work normally done by employees in the bargaining unit shall not be contracted out in such a manner to cause layoff or loss of present benefits of employees in the bargaining unit.
- (b) Whenever the Employer needs work to be done within the bargaining unit, such work shall be done by bargaining unit employees on layoff, who are qualified instead of contracting out work while employees are on layoff.

ARTICLE 31      PROTECTIVE CLOTHING

- 31:01      (a) The Employer shall supply two (2) maintenance employees with one (1) pair of safety boots each and these boots shall be replaced as required. but not less than once each year. This Clause applies to the two (2) maintenance employees employed with the Board.
- (b) All caretakers will be supplied with one (1) smock.

ARTICLE 32      AMENDMENT BY MUTUAL CONSENT

- 32:01      It is agreed by the parties to this Agreement that any provision in this Agreement, other than the duration of Agreement, may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

ARTICLE 33      TRAVEL ON EMPLOYER'S BUSINESS

- 33:01      For each full day on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities shall be at the applicable Provincial Government rates.
- 33:02      An employee shall be entitled to one (1) three (3) minute person to person long distance telephone call to his place of residence while on overnight travel status.
- 33:03      An employee required to travel on the Employer's business shall be deemed to be working for the Employer.

ARTICLE 34      SALARIES

- 34:01      The salary and/or rate of pay set out in Schedule "A" Will become effective from the date prescribed in this Schedule.



ARTICLE 35      JOB SECURITY

- 35:01      (a) Successor Rights  
 In the event that an employing School Board is placed under the jurisdiction of the Public Service (Collective Bargaining) Act and removed from the jurisdiction of the Labour Relations Act and such School Board(s) is merged, amalgamated or consolidated with another Board or School Boards or the Department of Education, the representation rights of the Newfoundland Association of Public Employees shall be retained. The provisions of any or all Collective Agreements shall be binding upon any merged, amalgamated or consolidated Employer or any successor.
- (b) Advance Notice  
 The Employer agrees to advise the Union within 30 days of receiving official notice from Government of any merger, amalgamation, consolidation or change of Employer.

ARTICLE 36      JOB CLASSIFICATIONS

- 36:01      Job Classification  
 Any job classifications which may be established during the life of this Agreement and not negotiated on during the period of negotiations of this Agreement shall be subject to negotiations between the employer and the Association during the term of this Agreement. If the parties hereto fail to reach agreement during such negotiations, the matter may be submitted by either party for a decision to the Labour Relations Board for final adjudication.
- 36:02      No elimination of Present Classifications  
 Existing classifications shall not be eliminated without prior agreement with the Union.
- 36:03      Should an employee be reclassified during the life of this Agreement he/she shall be paid the new rate effective on the date of reclassification.

ARTICLE 37      JUSTICE AND DIGNITY PROVISION

- 37:01      If upon investigation the employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations

where the employer is unable to investigate the matter to its satisfaction. but feels the employee should be removed from his/her place of employment. it shall be with pay.

ARTICLE 38      WORK OF ANOTHER BARGAINING UNIT

38:01      Except in emergencies or exceptional circumstances, a member of the union shall not be required to perform work in any other bargaining unit.

ARTICLE 39      CRIMINAL OR LEGAL LIABILITY

39:01      The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an employee in the course of his/her duties. provided that the employer is satisfied that the employee performed duties required by the employer, and/or the employee acted within the scope of his/her employment.

ARTICLE 40      TEMPORARY ASSIGNMENT PAY

40:01      Amend all agreements to provide for pay at the higher rate for every hour worked in a classification or a salary level higher than the employee's regular salary level.

ARTICLE 41      PORTABILITY

41:01      Unless the Agreements have greater benefits, the following shall apply:

Employees who are accepted for employment with another or same employer covered by a Collective Agreement in these negotiations 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 42            DURATION**42:01**            Notice to Negotiate

Either party may give notice to terminate or amend the Agreement not more than one hundred and twenty (120) calendar days prior to the date of expiration.

**42:02**            Notice of Changes

Either party desiring to propose changes to this Agreement shall within thirty (30) calendar days following receipt of notice under Clause **42:01** give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT  
THIS *21st* DAY OF *February*, IN THE YEAR 1996.  
A.D.

Signed on behalf of the Roman Catholic School Board for Exploits-  
White Bay R.C. School Board:

*Hennis Dewar*  
\_\_\_\_\_  
*Janice White*  
\_\_\_\_\_  
\_\_\_\_\_

Signed on behalf of the Newfoundland Association of Public  
Employees:

*Allan Carter*  
\_\_\_\_\_  
*Pauline Kelly*  
\_\_\_\_\_  
*John O'Rourke*  
\_\_\_\_\_  
*Gertude Ryan*  
\_\_\_\_\_

## WAGE PARITY

The employer agrees to classify all existing positions based on GS and/or MS classifications as follows:

Current	Renewal	Classification
Secretary	W.P Operator	GS 18
Caretaker	Caretaker I	MS 15
Maintenance I	Maintenance I	MS 18
Maintenance II	Maintenance II	
Maintenance III	Maintenance III	

The Employer agrees to change all positions previously designated as Cleaner to be hereafter designated as Caretaker I at US 15 at the rate of \$11.10 per hour. Payroll Clerks to be designated GS 24 at a rate of \$13.57 per hour. School Secretaries GS 16 at a rate of \$11.26. Where School Secretaries are involved in the use of a computer requiring computer knowledge and data processing, that person will be designated GS 18 at the rate of \$11.63 per hour. All other classifications will be as the Employer proposed on February 14, 1995. All future hirings for new classifications will be based on GS and/or MS classifications in existence at that time.

Wage adjustments up to parity will be phased in commencing July 1, 1995 with 50% of the difference between the existing rate and parity to be implemented July 1, 1995 and the remaining 50% to be implemented December 1, 1995. Agreement to expire June 30, 1997.

Employer's proposal of 2:00 a.m. February 15, 1995 with the addition of School Secretary's Letter of Intent to grandfather, current staff who are currently using computers to be classified at GS 18 level at \$11.63 per hour.

If Government requires the taking of the pension option and the day and a half in the 1995-96 fiscal year, this will have to be applied to all Contracts.

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

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

SCHEDULE 'A'

HOURLY WAGE GRID

	Effective July 1, 1995	Effective December 1, 1995
WordPerfect Operators	\$ 11.22	\$ 11.63
Caretaker	\$ 10.78	\$ 11.10
Maintenance I	\$ 11.14	\$ 11.63
Maintenance II	\$ 12.55	\$ 12.75
Maintenance III	\$ 15.30	\$ 15.50

NOTE: The Term: "District Maintenance Supervisor" used in our response of February 20, 1995 in Article 15:01(a) refers to the following bargaining unit employee in the School Board:

Roman Catholic School Board for  
Exploits-White Bay

Dan Sacrey