

Wages
95.01.01



SOURCE	Union	
EFF.	97	04 09
TERM.	97	06 30
No. OF EMPLOYEES	150	
NOMBRE D'EMPLOYES	DPC	

COLLECTIVE AGREEMENT

between

NOVA SERVICES

(A Division of Beaver Foods Limited)
at Eastern Community College - Burin Campus
(hereinafter known as the "Employer")

and

THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES
(hereinafter known as the "Association")

Expiry Date June 30, 1997

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THIS AGREEMENT made on this 9th day of April Anno Domini,
One Thousand Nine Hundred and Ninety-~~six~~ seven.

BETWEEN:

NOVA SERVICES (A Division of Beaver Foods Limited)
at Eastern Community College - Burin Campus
(hereinafter known as the "Employer")

of the one part;

-AND -

THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES at
Burin Campus, a body corporate organized and existing under the laws of
the Province of Newfoundland and having its registered office in the City
of St. John's aforesaid (hereinafter known as the "Union")

of the other part

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

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, 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 context of this
Agreement and any regulations or policies made by the Employer, this
Agreement shall take precedence over the said regulations or policy.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 The Union recognizes and agrees that all the rights, powers and
authority both to operate and manage the food service operation
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.

Should a questions arise as to the exercise of management's rights

being in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the grievance and arbitration procedure.

ARTICLE 3 DEFINITIONS

3.01: For the purpose of these conditions:

- a) "Classification" means the identification of a position by reference to a class title and job description.
- b) "~~BFL~~" means Beaver Foods Limited or Nova Services.
- c) "Day of rest" means a calendar day on which the employee is not scheduled for work.
- d) "~~Day~~" means a working day unless otherwise noted.
- e) "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 pay rate.
- f) "Employer" means the Food Service Contractor, Beaver Foods Limited.
- g) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a calendar day designated as a holiday.
- h) "Layoff" means the period of time when an employee is absent from work without pay as a result of a lack of work or the abolition of a post.
- i) "Leave of absence" means absence from duty with the permission of the Employer.
- j) "Month of service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on leave without pay in excess of twenty (20) working days.
- k) "Notice" means notice in writing which is hand delivered or delivered by registered or certified mail.
- l) "Legally blind" means the ability to see at twenty (20) feet after correction what can normally be seen at two hundred (200) feet, or where field of vision is restricted to twenty (20) degrees or less in both eyes.
- m) "Employee" or "employees" where used is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment contained in the Bargaining Unit. Whenever the masculine is used in this Agreement, it shall refer equally to the feminine.
- n) "Full time employee" means a person who works twenty-four (24) hours or more each week on a regular basis without reference to any specified date of termination of service.
- o) "Part time employee" means a person working less than twenty-four (24) hours per week.
- p) "Probationary employee" means a person who is employed on a

- permanent basis but who has worked less than the prescribed probationary period.
- q) "Seasonal employee" means an employee whose services are of a seasonal and recurring nature.
 - r) "Temporary employee" means a person who is employed on a full time basis 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. Such employees will be given the date of layoff in writing if employment is in excess of thirty (30) days and if any extension is necessary, the new layoff date will also be in writing if in excess of thirty (30) days.
 - s) "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 pay rate.
 - t) "Reclassification" means any change in the current classification of an existing position.
 - u) "Schedule" means in writing and posted or provided in an accessible place to all employees or as provided to each unit.
 - v) "Vacancy" means an opening which is either permanent, part time or of a temporary nature for more than six (6) weeks, and shall include maternity leave.
 - w) "Common law spouse" means a relationship which has existed for a continuous period of at least one year, where an employee has lived with a person of the opposite sex, publicly represented that person to be his/her spouse and lives and intends to continue to live with that person as if that person were his/her spouse.
 - x) "Supervisor" means for a Beaver Foods Limited employee, the Chef Manager.
 - y) "Union" means the Newfoundland Association of Public Employees.
 - z) "Permanent employee" means a person who is employed without reference to any specific date of termination of service.

ARTICLE 4 RECOGNITION

4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees listed on Appendix A.

4.02 Work of the Bargaining Unit

Subject to the Letter of Intent, with the exception of the Manager and Executive Chef at the Confederation Building Complex, 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 instructing, experimenting, emergencies or when regular employees are not available for recall and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or

pay of any employee.

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

Subject to the preferences contained herein, the Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or for any other reason, and by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status.

4.05 Shop Steward

In the interest of maintaining a harmonious relationship between the Employer, 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, it is expected that Shop Stewards will encourage and protect a proper Employer/employee relationship in the work place.

4.06 Bulletin Boards

The Employer agrees to provide bulletin boards for employee related matters at all locations employing in excess of four (4) employees. Reasonable space will be available for the Union to post notices directly relating to its membership.

4.07 Union Access

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. Such representative(s) shall first obtain the permission of the Supervisor, which shall not be unreasonably withheld, and employees involved in such discussions or investigations shall not absent themselves from work except with prior permission from their Supervisor, which will not be unreasonably withheld. Such investigations, discussions or meetings shall not interfere with the operations of the Employer.

ARTICLE 5 UNION SECURITY

- 5.01 All employees within the Bargaining Unit shall become and remain members in good standing 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 in good standing 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 information concerning:
- a) duties and responsibilities;
 - b) starting salary and classification;
 - c) terms and conditions of employment.
- 5.04 Where a Shop Steward is available, the employee will be introduced to him/her as soon as possible.
- 5.05 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 fifteen (15) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership and provide employee with a copy of the Collective Agreement.

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 Local fees 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;
 - c) changes from previous list, e.g., additions, deletions.
- 6.02 The Employer agrees that when issuing T4 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 T4 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 President of the Association with copy to **the Local President and Director of Operations** with copy to **Chef/Manager**.

ARTICLE 8 **GRIEVANCE PROCEDURE**

8.01 **Definition of Grievance**

A grievance shall be defined as a dispute arising out of the Interpretation, application or alleged violation of the Collective Agreement.

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 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 2 Shop Stewards.

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.

8.05 **Processing of Grievances**

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

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.

8.07 **Settling of Grievances**

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

Step 1

The aggrieved employee shall within five (5) working days after becoming aware of the occurrence of the grievance, submit his/her grievance through his/her Shop Steward to his/her immediate Supervisor.

Step 2

If the employee fails to receive a satisfactory answer within five (5) days of presenting the matter under Step 1, Clause 8.07, the aggrieved employee shall submit his/her grievance, in writing, through the Shop Steward to the Director of Operations. An earnest effort shall be made by all parties to settle the grievance at Step 2. The Director of Operations' decision shall be given to the Shop Steward in writing within ten (10) days of receipt of the grievance.

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

8.08 Policy Grievance

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

8.09 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. Such a grievance shall commence at Step 2.

8.10 Replies in Writing

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

8.11 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for a Step 2 grievance meeting at a time and place which does not interfere with the operation of the Employer's business.

8.12 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with ~~Clause 31.01~~ shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

8.13 Technical Objections to Grievances

No grievances 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, provided the other party is not prejudiced by the error or omission.

ARTICLE 9 **ARBITRATION**

9.01 Notification of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered or certified mail addressed to the other party of the Agreement. The request shall include a suggested name to act as sole arbitrator in the dispute.

9.02 Failure to Agree

If the parties fail to agree on an acceptable arbitrator, the Minister of Labour shall appoint an arbitrator upon the request of either party.

9.03 Arbitration

The arbitrator shall determine his/her own procedure, but shall give full opportunity to all parties to present evidence and make representations. In his/her attempts at justice, the arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. He/she shall hear and determine the difference or allegation and render a decision within thirty (30) days from the time of appointment.

9.04 Decision of the Arbitrator

The decision of the arbitrator shall be final, binding and enforceable on all parties and may not be changed. 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 he/she deems just and equitable.

9.05 Disagreement on Decision

Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision,

which he/she shall do within ten (10) days.

9.06 Expenses of the Arbitrator

Each party shall pay one-half (½) of the fees and expenses of the arbitrator.

9.07 Amending of Time Limits

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

9.08 Witnesses

At any stage of the grievance or arbitration procedure the parties shall have the assistance of any employee concerned as witness and any other witnesses. Employees appearing as witnesses shall be considered on paid leave with no loss of wages or benefits.

9.09 Conflict of Interest

No person

- a) who has any pecuniary Interest in the matters referred to the arbitrator; 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 arbitrator.

ARTICLE 10 LABOUR MANAGEMENT COMMITTEE

10.01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) employees of the Employer and two (2) representatives of the Union. The numbers may be reduced 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 Function of Committee

The committee shall concern itself with the following general matters:

- a) promoting safely and sanitary practices;
- b) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- c) other problems and matters of mutual interest which affect the

relationship which are not properly the subject matter of a grievance or negotiations.

10.03 Meetings of Committee

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

10.04 Chairman of the Meeting

The meetings of the Committee shall be chaired by the Employer's representative and the Vice Chairman 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 Chairman and Vice Chairman as promptly as possible after the close of 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 WEATHER CONDITIONS

11.01 State of Emergency

- a) The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Provincial Government or a Municipality, but shall apply to employees within the area declared to be in emergency.
- b) All employees are required to report to work as scheduled.
- c) When an employee through no fault of his/her own is unable to report to work because of a declared state of emergency, such employee shall suffer no loss of pay or other benefits, nor shall he/she be required to make up, in any way, for time lost due to not reporting for work.
- d) Notwithstanding 11.01 c) above, the Employer reserves the right to close down or reduce staffing levels in any location, in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of 11.01 c) above.
- e) An employee who worked during the emergency will be paid at the

rate of time and one-half (1½) for all hours worked.

11.02 During adverse weather conditions, and in the absence of a declared state of emergency the following shall apply:

- a) If the unit is open and the employee does not report for work, the employee will not be paid.
- b) If the building in which the unit operates is closed, the employees will be paid for normal working hours, however, the following will apply:

The Chef Manager must report this closure to the Supervisor and the employees should be prepared to work those hours paid in another unit which is open.

In the event that an employee cannot report for work because of adverse weather, he/she can repay the Employer out of accumulated annual leave, statutory holiday or overtime.

ARTICLE 12 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 a) Probationary Period

The probationary period shall be ninety (90) calendar days for all employees.

b) Discharge Procedure

Any employee who claims to have been unjustly disciplined, discharged 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 five (5) days of the Employer becoming aware 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, except in the case of dishonesty.

12.02 Warnings and Adverse Reports

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction, or notify an employee in writing of any dissatisfaction concerning his/her work in a manner indicating that dismissal may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within five (5) working days of becoming aware of the incident, give written particulars of such censure or of the work performance which lead to such dissatisfaction of the employee involved. If this procedure is not followed, such written censure shall

not become a part of his/her record for use against him/her at any time.

Any warning or adverse report given in writing and becoming part of an employee's personal file shall be removed and destroyed after eighteen (18) months have elapsed.

12.03 **Personal Files**

There shall be one (1) official personal file, which shall contain all adverse reports and records of disciplinary action, and this file shall be maintained in the Divisional 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.

12.04 **May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended or subject to disciplinary action, shall be entitled to a hearing under Article 8, Grievance Procedure. Step 2 of the grievance procedure may be omitted in cases of suspension or discharge and the matter will be referred directly to arbitration if the Union so desires.

ARTICLE 13 **SENIORITY**

13.01 **Seniority Defined**

- a) Subject to Clause 13.04, seniority is defined as length of service with the Employer excluding overtime. Seniority shall operate on a Bargaining Unit wide basis.
- b) i) Seniority will be recorded by years up to December 31, 1987.
ii) January 1, 1988, the following will apply:
 Seniority will be recorded on the basis of hours until an employee has reached two thousand and eighty hours (2080). He/she will then be credited for one (1) year's service and the recording will then revert back to hours again for recording purposes.
 iii) In addition, the years recorded in a) will be counted for total service.

13.02 **Seniority Lists**

The Employer shall maintain a seniority list showing the classification of each employee, the date upon which the employee's service commenced and the employee's total seniority. An up-to-date seniority list shall be sent to the Association and delivered to each employee in March of each year.

The seniority list shall also contain the following;

- a) each employee's classification title;
- b) the number of hours each employee works;
- c) whether he/she is full time, part time, temporary or seasonal;
- d) the cumulative hours of seniority of each employee. The list shall show the number of years and months of seniority up to December 31, 1987 and the number of hours since January 1, 1988.

13.03 Probation for Newly Hired Employees

Employees hired after the signing of this Agreement shall be on a probationary basis in accordance with Clause 12.01 of this Agreement. During their probationary period such employees shall be entitled to all benefits and rights of this Agreement except they shall not have the right to grieve for termination due to unsuitability or incompetence.

13.04 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;
- c) he/she is absent from work in excess of four (4) working days without the approval of the Supervisor or without sufficient cause;
- 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 Supervisor informed, in writing, of his/her current address. An employee who is recalled for casual work or employment at a time when he/she has employment which will continue for a greater duration than the recall period shall not lose his/her recall rights for refusal or failure to return to work with the Employer for the duration of the recall period. Upon receipt of notice of recall, the employee shall, within two (2) working days, notify the Supervisor whether or not he/she will return to work;
- e) he/she is laid off or on leave without pay for a period longer than eighteen (18) months;
- f) employees shall have the right to refuse recall into a lower paying position with less hours than his/her own without loss of seniority;
- g) he/she resigns in writing and does not withdraw the letter of resignation in five (5) days.

13.05 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 temporarily 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.

An employee permanently transferred outside the Bargaining Unit shall lose all seniority in the Bargaining Unit.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

- a) Whenever a vacancy occurs or a new position is created either inside or outside the Bargaining Unit, the Employer shall post a notice of the position on all employee bulletin boards for a period of not less than seven (7) calendar days, and in locations where there is no bulletin board installed, the Manager will be provided with sufficient copies for those employees normally employed at that location for a period of not less than seven (7) calendar days.
- b) Upon written request to the Employer from the employee who is on leave, e.g., sick leave, maternity leave, Workers' Compensation, or any other leave, job postings shall be forwarded to the employee.

14.02 Information on 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. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "this position is open to male and female applicants",

14.03 procedure for Filling Vacancies

No position inside the Bargaining Unit will be filled from outside the Bargaining Unit until the applications of present employees have been fully processed.

14.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- e) the principle of promotion within the service of the Employer;
- b) that 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 and abilities meet the

required standards for the new position. Appointments shall be made within twenty-one (21) calendar days of 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 rate, 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 Incapacitated Employee's Preference

An employee who has become incapacitated by injury or illness or who through advancing years is unable to perform his/her regular duties, will be employed in other work which he/she is qualified for and able to perform providing a suitable position is available, and the applicable rate for such new position will apply. Such an 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 RECALL

15.01 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 layoff within a unit, employees shall be laid off in the reverse order of seniority by classification, provided these employees being retained are qualified and able to perform the required work.
- b) Employees who are issued notice of layoff shall be eligible to bump a least senior employee within his/her unit. He/she shall be eligible to bump into another classification within the Bargaining Unit provided he/she has the qualifications and abilities to do the work required. An employee's intention to bump must be given to the Supervisor within ten (10) working days of receiving layoff notice.

- c) Employees who bump into another classification shall be paid the rate of the classification of which he/she bumped into.

15.02 Recall Procedure

Employees shall be recalled in order of seniority provided that those employees being recalled are qualified and have the abilities to perform the work required.

15.03 No New Employees

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

15.04 Advance Notice of Layoff

- a) Except where legislation is more favourable to an employee, the Employer shall notify permanent employees who are to be laid off due to a termination of the Employer's contract or elimination of position or operations, no less than fifteen (15) working days prior to the effective date of layoff. If through no fault of his/her or the employee has not had an opportunity to work the days of notice as provided in the Clause, he/she shall be paid wages or salary, exclusive of overtime, that he/she would have earned during the notice period.
- b) Permanent employees shall receive not less than ten (10) working days' notice in the event of a layoff caused by a shortage of work not related to Clause a) above.

ARTICLE 16 HOURS OF WORK AND WORK SCHEDULE

16.01 The normal work week for full time employees shall be forty (40) hours per week worked in a five (5) day period, There shall be no split shifts.

16.02 All employees working more than six (6) hours a day shall be entitled to a fifteen (15) minute rest period in the first and second half of the shift.

16.03 Days of Rest

Days of rest shall be allocated at the rate of two (2) consecutive days Off.

16.04 Employees shall not be scheduled less than four (4) hours per day.

16.05 The working schedule for regularly scheduled employees showing the shifts and days of work shall be posted in an appropriate place or provided to the employee at least forty-eight (48) hours in advance.

16.06 It is not the intent of the Employer to decrease the present hours of work for full time or part time employees during the life of this Agreement, except in case of emergency or reduction in service over which the Employer has no control.

16.07 Employees shall be entitled to receive at least every third weekend off.

ARTICLE 17 OVERTIME

17.01 Definition of Overtime

- a) All time worked by an employee in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime.
- b) Approval of Overtime
All overtime is subject to the prior approval of the Chef Manager or his/her designated representative.

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 (1½).
- b) Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a date to be mutually agreed between the employee and the Chef Manager or his/her designated representative recognizing the scheduling requirements of the Employer. The employee's decision to receive time off must be conveyed to the Chef Manager or his/her designated representative within seventy-two (72) hours of the conclusion of the overtime and must be taken within sixty (60) days. Should an employee decide to take one (1) days off in lieu of working on a paid holiday, he/she shall be notified forty-eight (48) hours in advance whether or not they may have that day off.

17.03 Meal Periods

Employees working more than a four (4) hours shift shall be entitled to a one-half (½) hour meal break to be taken at a mutually agreeable time so as not to conflict with the operation of the unit.

17.04 Sharing of Overtime

Overtime and callback shall be divided equally as possible among employees qualified to perform the available work provided that any employee may refuse overtime.

17.05 Callback

An employee who is called back to work outside his/her normal working hours shall be paid a minimum of four (4) hours at the applicable overtime rate.

17.06 Compensation for Work on Paid Holidays

- a) Employees who are scheduled to work on a paid holiday as listed in Clause 18.01, shall be paid at the rate of time and one-half (1½) and will be granted either another day off in lieu to be mutually agreed between the employee and Supervisor recognizing the scheduling requirements of the Employer, or be paid one (1) day's regular pay. The employee's decision to receive time off must be conveyed to the Supervisor or his/her designated representative within seventy-two (72) hours of working on the holiday and must be taken within sixty (60) days.
- b) Should an employee decide to take one (1) day off in lieu of working on a paid holiday, he/she shall be notified forty-eight (48) hours in advance whether or not they may that day off.

17.07 No Layoff to Compensate for Overtime

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

17.08 Calculating of Overtime Rates

An employee who is absent on paid time off shall, for the purpose of computing entitlement to overtime pay, be considered as if he/she had worked his/her regular hours during such absence.

17.09 Overtime on an Employee's Day Off

An employee who works on his/her day off at the Employer's request shall be paid time and one-half (1½) for all hour worked.

17.10 Employees who are required to take stock and who work in excess of eight (8) hours during that day shall be paid at the overtime rate for hours worked in excess of eight (8) hours.

17.11 Subject to Clause 17.01 b), overtime shall be calculated in fifteen (15) minute units.

ARTICLE 18 HOLIDAYS

18.01 Paid 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) Commonwealth Day
- e) Discovery Day
- f) Memorial Day
- g) Orangeman's Day
- h) Civic Holiday
- i) Labour Day
- j) Thanksgiving Day
- k) Armistice Day
- l) Christmas Day
- m) Boxing Day

In order to be eligible for statutory holiday pay, an employee must have been paid twelve (12) of the previous twenty-eight (28) days and has to have worked the day before and the day after the holiday, unless absent due to illness.

18.02 When any of the aforementioned paid holidays fall on the employee's scheduled day off or while an employee is on annual leave, 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 taken 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.

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.

Less than one (1) year of service - six percent (6%) of wages earned excluding overtime earnings.

One (1) year to ten (10) years of service - six percent (6%) of wages earned excluding overtime earnings with fifteen (15) days' vacation.

Over ten (10) years of service and under twenty-five (25) years of service - eight percent (8%) of wages earned excluding overtime earnings with twenty (20) days' vacation.

Over twenty-five (25) years of service - ten percent (10%) of wages earned excluding overtime earnings with twenty-five (25) days' vacation.

Temporary employees shall be paid six percent (6%) of wages earned excluding overtime, on each pay cheque.

Seasonal employees shall be entitled to vacation pay on a pro-rata basis.

The following provision 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) For the purpose of calculation of length of annual vacation with pay, an employee's service will be that service performed in the twelve (12) month period from July 1 to June 30 of the following year.
- 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 in full working days.

19.02 Annual leave shall not be taken except with the prior approval of the Chef Manager. However, subject to the operational requirements of the Employer, the Chef Manager shall make every reasonable effort to grant the employee his/her annual leave at a time requested by the employee.

19.03 Employees shall have the right to refuse to work during periods of annual leave. In the event an employee agrees to work during periods of annual leave, he/she shall receive pay at the rate of time and one-half (1½). Hours worked while on vacation shall not be deducted from the employee's vacation credits.

19.04 An employee who is on sick leave immediately prior to the beginning of his/her scheduled vacation, and who produces a Doctor's certificate to prove that his/her illness would interfere with his/her vacation, shall be entitled to have his/her vacation rescheduled upon return to work at a mutually agreed time. The Employer shall make every reasonable effort to accommodate the employee. The employee shall be responsible to advise his/her Chef Manager of his/her desire to proceed under this section prior to the commencement of his/her vacation.

19.05 An employee may carry forward to a period not later than March 31 of the next year any portion of annual leave not taken by him/her in the previous year up to a maximum of twenty (20) days subject to Clause limiting duration of vacation period to four (4) consecutive weeks. If an employee cannot take his/her annual leave by March 31 the

following year, then he/she shall be entitled in the second year to take time off without pay equal to the annual leave not taken,

- 19.06 Annual leave schedules shall be posted by May 1st of each year in all work sites provided all employees have submitted their requests in writing to the Supervisor by April 15th. Senior employees at each work site shall be entitled to the first choice of annual leave dates. Thereafter, the next senior employee is entitled to second choice until all employees have selected annual leave dates.

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 Paid Sick Leave

- a) An employee with less than three (3) years of service shall accumulate sick leave with pay at the rate of one (1) day for each month of service to a maximum of twenty (20) days.

After three (3) years of service - twenty (20) days at full pay and fifty-five (55) days at three-quarters (¾) pay.

After five (5) years of service - seventy-five (75) days at full pay.

- b) All employees (part time and full time) who use three (3) days or less sick days in any calendar year shall receive one hundred and fifty dollars (\$150.00) to be paid on the anniversary of the signing of the Agreement.

20.03 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all scheduled working days absent for sick leave. Absence on account of illness for less than one-half (½) day or more, and less than a full day shall be deducted as one-half (½) a day. Employees shall not be paid for absence due to illness unless sick leave is applied.

20.04 proof of Illness

Before receiving sick leave with full pay an employee may be required by the Employer to produce a medical certificate for an illness in excess of two (2) consecutive working days. In cases of suspected abuse shown by an established pattern of sickness, the Employer reserves the

20.05 right to request a medical certificate for any period of illness.
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 Worker's 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 of less than eighteen (18) months 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.

20.06 Sick Leave Records

Upon signing of this Agreement and in January of each year, the Employer shall advise each employee of the amount of sick leave accrued to his/her credit and the number of days of sick leave taken by him/her up to and including the previous 31st day of December.

20.07 Injury on Duty

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.

20.08 Sick Leave During General Leave Without Pay

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

20.09 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 computer in full or half days, shall be deemed to have a month of service.

20.10 For the purpose of this Article, persons travelling outside of Labrador for medical reasons shall be permitted to draw from their accumulated sick leave.

- 20.11
- a) Employees shall notify their immediate Supervisor at least two (2) hours in advance when they are unable to report to duty due to illness.
 - b) The Employer shall give at least two (2) hours' notice when recalling an employee to duty outside his/her regularly scheduled work day or work week

ARTICLE 21 LEAVE OF ABSENCE

21.01 Negotiation Pay Provision

Representatives of the Union not to exceed two (2) employees 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.

21.02 Leave of Absence for Union Business

- a) Upon written request by the Union to the Chef Manager and without loss of benefits shall be granted by the Chef Manager to employees elected or appointed to represent the Union at Union functions, including the functions listed in paragraph b) hereof, up to a limit of a total of ten (10) working days per year accumulated for the entire Bargaining Unit, on reasonable notice to the Chef Manager.
- b) Union functions shall include the Biennial Convention of the Newfoundland Union of Public Employees, the Component Convention of the Newfoundland and Labrador Federation of Labour, the Conventions of the Canadian Labour Congress, the national Union of Provincial Government Employees, Local Officers' Seminars and Educational Seminars sponsored in whole or in part by the Union, meetings of the Provincial Executive and the Provincial Board of Directors.
- c) Additional leave without pay for the purpose of attending to Union business may be granted by the Chef Manager if requested and on reasonable notice.

21.03 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 pay or benefits without loss of seniority or accrued benefits for a period of one year. Such leave shall be renewed each year, on request, during his/her term of office.

21.04 Paid Bereavement Leave

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

- a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, common-law spouse, mother-in-law, father-in-law, grandfather, grandmother, and grandchild, three (3) days.

In the case of the death of an employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, one (1) day.

- b) If the burial of a relative referred to in Clause 21.04 a) occurs outside the Island of Newfoundland, the employee shall be granted leave with pay for two (2) additional days for the purpose of attending the funeral. In the case of employees working in Labrador, if the burial of a relative occurs outside of Labrador, the employee shall be granted leave with pay for two (2) additional days for the purpose of attending the funeral. In both cases, bereavement leave shall not exceed five (5) days in total.
- c) In cases where extraordinary circumstances prevail, the Char Manager may grant two (2) additional days other than those referred to in Clause 21.05 a) and b).

21.05

Maternity Leave

- a) Subject to Clause 21.05 b), an employee may, upon the advice of her physician, request maternity leave without pay or benefits to start not earlier than three (3) months prior to the expected date of delivery and the employee shall be granted maternity leave in accordance with this Article.
- b) An employee may be permitted to commence maternity leave at the beginning of her sixth month of pregnancy. The maximum maternity leave allowed under this Clause shall be thirty-three (33) weeks in total, however, upon the advice of her physician, additional maternity leave may be granted at the discretion of the Employer and such a request shall not be unreasonably denied.
- c) i) The employee shall resume her former position and salary upon return from maternity leave, with no loss of accrued benefits.
ii) Employees while on maternity leave shall continue to accumulate service for seniority purposes including promotions, layoffs and recalls.
- d) Periods of maternity leave in excess of twenty (20) days in any year shall not be reckoned for annual leave or sick leave purposes.
- e) The employee may return to duty after two (2) weeks' notice of her intention to do so on submission of a satisfactory certificate of fitness from her physician.
- f) An employee shall be awarded sick leave for illness that is a result of or may be associated with pregnancy before commencing maternity leave.
- g) An employee who applies for a position in accordance with Clause 14.01 while on maternity leave shall be considered for that job posting in accordance with the provision of Clause 14.04. If the employee on maternity leave is successful, her trial period shall start upon her return to work.

21.06

Adoption Leave

- a) Subject to the approval of the Employer, special leave without pay or benefits for a maximum period of thirty-three (33) weeks shall be

granted to an employee who legally adopts a child and upon presentation of proof of adoption. While on adoption leave, employees shall continue to earn service for seniority purposes including promotions, layoffs and recalls. Such leave shall not be unreasonably denied.

- b) The employee shall resume his/her former position and salary upon his/her return from adoption leave with no loss of accrued benefits.
- c) The employee may return to duty after two (2) weeks' notice to the Employer.
- d) Periods of adoption leave to a maximum of seventeen (17) weeks shall be counted as service.

21.07 Paid Jury or Court Witness

The Employer shall grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who serves as juror or witness in any Court. The employee will present proof of service that he/she attended as a juror or witness. Any remuneration the employee receives from the Courts will be over and above his/her pay and benefits from the Employer. An employee will suffer no loss of pay or accumulative benefits for time spent as a Court witness in any matter arising out of his/her employment.

21.08 Education Leave

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.

21.09 General Leave

With the approval of the Employer, an employee may be granted leave of absence without pay and without loss of seniority in exceptional circumstances, provided that the employee has no current or accumulated annual leave available to him.

ARTICLE 22 **PAYMENT OF WAGES AND ALLOWANCES**

22.01 Availability of Salary Cheques

It is agreed that the Employer shall pay salaries every two (2) weeks. Overtime pay will be included in the regular pay cheque for the pay period during which the overtime was earned. For each pay day each employee shall be provided with an itemized statement of his/her wages, overtime and other payroll deductions. Salary cheques shall be available on the Friday following the end of the pay period.

22.02 Pay on Temporary Transfers, Higher Rated Job

- a) An employee required to fill temporarily a position for which is paid a higher rate of salary than that paid for the employee's regular agreed work shall receive the rate of pay for the position filled. This will apply only to the extent that the employee fills that position for a minimum of one-half of his/her normal work day.
- b) An employee required to fill a position for which is paid a lower rate of salary than that paid for such employee's regular work shall not receive any reduction in pay for reason thereof.
- c) All temporary and seasonal assignments shall be done on the basis of seniority provided he/she has the qualifications and abilities to do the work required, however, employees shall have the right to refuse such assignments.

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 three (3) weeks' notice prior to the pay day preceding the office day on which he/she wishes to receive his/her advance payment, shall receive prior to commencement of his/her annual vacation any regular pay cheque(s) which may fall due during his/her vacation. An employee who is permanently laid off will be paid for all unused annual leave with his/her final pay cheque.

22.04 Transportation

When in the course of his/her duty, an employee is required by the Employer to travel on the Employer's business, transportation shall be provided by the Employer or the Employer may require the use of the employee's own vehicle with reimbursement at the rate of twenty-two and one-half cents (22.5¢) per kilometre. Employees have the right to refuse to utilize their own vehicles for the Employer's business. Effective January 1, 1991, the rate per kilometre will increase to the prevailing Provincial Government rate.

22.05 Shift Differential

The Employer agrees to pay twenty-six cents (26¢) per hour to the following:

In the case of Beaver Foods Limited employees, all hours worked between 12:00 midnight and 8:00 a.m.

In order to be eligible to receive the twenty-two cents (22¢), an employee would have to work more than fifty percent (50%) of the shift.

22.06 Payment of Tips and Gratuities

Tips and gratuities shall be shared equally among all employees (Union and non-Union) who work special functions, e.g., lunches, catering, buffets, etc.

ARTICLE 23 **PERSONAL LOSS**

23.01 Subject to **Clause 23.02** and **Clause 23.03** where an employee in the performance of his/her duty suffers any **personal loss** and **where** such loss was **not** due to the employee's negligence, the Employer **shall** compensate **the** employee for any **loss** suffered to a **maximum** of three hundred dollars (\$300) per year.

23.02 All incidents of loss suffered by an employee shall **be** reported in writing by the employee within twenty-four (24) hours of the incident to the Supervisor 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 normal performance of **his/her** duty.

ARTICLE 24 **STRIKES AND LOCKOUTS**

24.01 The Union agrees that during **the** life of this Agreement **there** shall be no strikes. The Employer agrees that there **shall** be no **lockouts** during the life of this Agreement.

ARTICLE 25 **TERMINATION OF EMPLOYMENT**

25.01 Employees shall give the Employer ten (10) **calendar days'** notice of their **intention** to **terminate** their 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 parties hereto.

25.03 The period of **notice** may be reduced or **eliminated** by mutual agreement.

ARTICLE 26 **EMPLOYEE BENEFITS**

26.01 Group Insurance Plan

The Employer agrees to **provide** eligible employees **benefits** as outlined and amended from time to time in the Group Insurance **booklet**.

26.02 Workers' Compensation Pay Supplement

- a) All employees shall be covered by the Workers' Compensation Act.
- b) Employees in receipt of Workers' Compensation benefits shall continue to accrue seniority and service for the purpose of calculating annual leave entitlement.
- c) The Employer and the Union shall make every reasonable effort to have an employee who is on Workers' Compensation return to work in his/her former position or if the Workers' Compensation Commission determines that the employee cannot work in his/her former position, to another position in the Bargaining Unit.
- d) When an incident or injury occurs while an employee is working, the employee shall notify his/her Chef Manager, subject to extenuating circumstances, before the employee leaves his/her place of work or before the end of the shift. The appropriate incident or Injury report form shall be completed no later than forty-eight (48) hours after the occasion of the incident or injury.
- e) Employees returning from Workers' Compensation shall be entitled to the salary rate in effect the date of return to work to their position while on Workers' Compensation.

26.03 Group R.R.S.P.

After two (2) years of service, employees shall participate in the Group R.R.S.P. outlined in Appendix "B".

Part time and temporary employees shall not be eligible to join the Plan.

ARTICLE 27 TECHNOLOGICAL CHANGE

27.01 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 Employer will notify the Union of the proposed change.

27.02 Consultation

Meetings will be arranged between the Employer and the Union within ninety (90) days of the Employer's notification to the Union for the purpose of consulting on the effect to result from the change or to discuss training needs.

ARTICLE 28 EFFECT OF LEGISLATION

28.01 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.

ARTICLE 29 CONTRACTING OUT

- 29.01 . The Employer shall not contract out Bargaining Unit work, except in an emergency beyond the control of the Employer.

ARTICLE 30 UNIFORM AND PROTECTIVE CLOTHING ALLOWANCE

- 30.01 a) Employees who are directed shall be required to wear uniforms. Employees so directed shall be supplied three (3) uniforms per year at no cost to the employee. Such uniforms are the property of the Employer and employees are required to take reasonable care of such clothing and may be required to replace such clothing at their own expense if reasonable care is not taken. When an employee terminates employment for any reason whatsoever, he/she shall return all of his/her annual allowance of uniforms to the Employer. Any employee failing to return uniforms shall be liable to a deduction from salary for the reasonable value of such uniforms.

Two (2) uniforms will be issued in the first half of the year and the third uniform will be issued in the second half of the year. Two (2) uniforms will be issued by March 31st of each year and third uniform will be issued by October 31st of each year.

In the event that the Employer is unable to supply uniforms when required (March 31st and October 31st of each year) to an employee, then an allowance of one hundred and twenty dollars (5120.00) total shall be paid to an employee by October 31st of each year. It is understood the Employer shall pay forty dollars (\$40.00) per uniform not supplied by the dates shown above. All such uniforms must meet Employer standards.

- b) Part time and temporary employees shall be supplied with two (2) uniforms per year issued at the date of employment. In order to be eligible for the third uniform, such employee must work seven hundred and eighty (780) hours or more during a nine (9) month period in that year.
- c) In addition to the above a) and b), protective clothing consisting of the following shall be supplied to employees where required, as determined by the Employer:
- i) apron
 - ii) rubber gloves, and
 - iii) Cook's uniform.

ARTICLE 31 AMENDMENT BY MUTUAL CONSENT

- 31.01** 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 32 JOB CLASSIFICATION

32.01 **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 Union 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 an arbitration board in accordance with the provisions of Article 9 of this Agreement.

32.02 **Job Description**

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objections within thirty (30) days.

32.03 **No Elimination of Present Classifications**

Existing classifications shall not be eliminated without prior agreement with the Union.

32.04 **Changes in Classification**

When the duties in any classification are changed or increased, or where the Union and/or an employee feels he/she is unfairly or incorrectly classified, or when a position not covered in this Agreement is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or the rate of pay of the job in question, such dispute may be considered as a grievance and may be submitted under the grievance procedure. The new rate shall become retroactive from the time the position was first filled by the employee.

ARTICLE 33 FAMILY LEAVE

- 33.01** Employees who have completed the required probationary period are entitled to time off with pay and without loss of seniority and benefits for

the following reasons:

<u>Reason</u>	<u>Leave of Absence</u>
Employee's marriage	Maximum three (3) days per year
Moving of employee's household if move requested by the Employer	Maximum three (3) days per year
illness in family	Maximum three (3) days per year for father, mother, spouse and child and one (1) day per year for brother and sister.

ARTICLE 34 HEALTH AND SAFETY

34.01 The Employer agrees to abide by the Occupational Health and Safety Act.

ARTICLE 35 SEXUAL HARASSMENT

35.01 Both the Employer and the Union consider sexual harassment to be reprehensible and are committed to maintaining an environment in which sexual harassment does not exist.

35.02 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.

ARTICLE 36 DURATION



36.01 This Agreement shall be effective from the date of signing and shall remain in full force and effect until June 30, 1997, or until determined by Law or until a new Collective Agreement is signed.

36.02 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.

36.03 Notice of Changes

Either party desiring to propose changes to this and expiring

Agreements shall within thirty (30) calendar days following receipt of notice under Clause 35.02 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.

ARTICLE 37 NO LAYOFF

37.01 The Employer guarantees there shall be no layoffs during the life of this Agreement except for the following reasons:

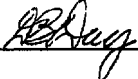
- a) loss of Contract
- b) closure of unit.


This Clause shall not apply to seasonal or temporary employees nor shall it apply to employees in Community Colleges or schools.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 9th day of April 1997.

FOR THE EMPLOYER:

FOR THE UNION:

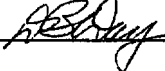





APPENDIX "A" - HOURLY WAGES

<u>Classification</u>	<u>Effective January 1, 1995</u>	<u>Effective January 1, 1996</u>
Food Service Worker	\$8.24	\$8.49

FOR THE EMPLOYER



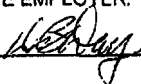
FOR THE UNION




APPENDIX "B"
TERMS OF GROUP R.R.S.P. - FULL TIME EMPLOYEES
BURIN CAMPUS

1. The first of ~~the~~ month following signing of the Collective Agreement the Employer will set up a Group R.R.S.P. through C.I.B.C. for all full-time, eligible employees with ~~two~~ (2) years of service ~~with~~ the Employer.
2. Eligible employees to sign with C.I.B.C. representative.
3. Employer to deduct six hundred dollars (~~\$600.00~~) per full-time employee over ~~twenty-six~~ (26) pays per year and remit to Group R.R.S.P. with equal contribution by Employer to the individual's Group R.R.S.P. account number.
4. C.I.B.C. will explain Group R.R.S.P. and terms, procedures to employees.
5. Monies remitted by employee and by the Employer on behalf of ~~the~~ employee belong to the employee
6. Contributions are intended to ~~help~~ employees purchase a retirement pension and employees are to be discouraged from using such contributions for any ~~other~~ purpose.

FOR THE EMPLOYER:



FOR THE UNION:



LETTER OF INTENT

Re: Article 4.02

It is understood that if a **Bargaining** Unit employee is absent and the Employer decides to replace the absent person, **the** Employer will **select** a replacement **from** the Bargaining Unit as follows:

- a) Any part-time employee working that day **shall** be entitled **to fill in for** the rest of the shift;
- b) **If** no part-time employee is working, then the employee on **call** will **be** utilized;
or,
- c) **If** no employee is on call or **working** part-time, then employees on layoff will **be** called.

FOR THE EMPLOYER:

Rob Day

FOR THE UNION:

Alvin Carter

**Re: Article 6.01 (c)
Changes in Employee Status**

In return for amending this Article of the Collective Agreement, the St. John's office of Nova Services will provide change of bargaining unit employee status information to the Union if and when such status change occurs.

FOR THE EMPLOYER:

Alley

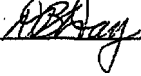
FOR THE UNION:

Man Cato


LETTER OF UNDERSTANDING

All employees scheduled to work who are absent from work on Christmas Eve and New Year's Eve because of closure of the Buildings in which they are employed on these dates, shall be paid for all time lost due to the closure.

FOR THE EMPLOYER:



FOR THE UNION:

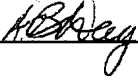


LETTER OF UNDERSTANDING


Re: Article 5
Sexual Harassment

The Chef Manager will circulate a copy of the Employer's Workplace and Sexual Harassment Policy among the employees, then post it in the unit for future reference.

FOR THE EMPLOYER:



FOR THE UNION:



LETTER OF UNDERSTANDING


Re: Meals

The current practice of one (1) free meal per day will be extended to all employees in the Bargaining Unit for the life of this contract.


Re: Statutory Holidays

Those employees receiving in excess of the holidays in this contract shall not suffer any loss of holidays during the life of this contract.

FOR THE EMPLOYER:



FOR THE UNION:



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