

*ways
of
1980s*



NAPE

SOURCE	union		
EFF.	99	05	24
TERM.	2001	06	30
NO. OF EMPLOYEES	140		
NOMBRE D'EMPLOYES	140		

COLLECTIVE AGREEMENT
 BETWEEN
 AVALON WEST SCHOOL BOARD
 AND
 THE GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
 REPRESENTED HEREIN BY TREASURY BOARD
 AND
 NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES

EXPIRY DATE: June 30, 2001

RECEIVED
FEB 08 2000

12370700

THIS AGREEMENT made this 24th day of May,

Anno Domini, One Thousand Nine Hundred and Ninety-Nine;

BETWEEN:

AVALON WEST SCHOOL BOARD, a School Board organized and existing under the Schools Act, 1997 S.N. c. S-12.2, laws of the Province of Newfoundland and Labrador and having its registered office in the Municipality of Spaniards Bay (hereinafter called the "Employer");

of the one part;

AND

THE GOVERNMENT OF NEWFOUNDLAND AND LABRADOR, represented herein by The Treasury Board

of the second part;

AND

THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES, a body corporate organized and existing under the laws of the Province of Newfoundland and having its registered office in the City of St. John's aforesaid (hereinafter called 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 NUMBER		PAGE NUMBER
1	Preamble	4
2	Management Rights.....	4
3	Definitions.....	4
4	Recognition.....	7
5	Union Security	9
6	Checkoff.....	10
7	Correspondence	10
8	Labour Management.....	10
9	Grievance Procedure.....	12
10	Arbitration.....	13
11	Probation, Discharge, Suspension and Discipline.....	16
12	Seniority.....	17
13	Promotions and Staff Change.....	18
14	Layoff and Recall.....	20
15	Hours of Work.....	22
16	Holidays.....	24
17	Annual Leave.....	25
18	Sick Leave.....	27
19	Leave of Absence.....	28
20	Payment of Wages and Allowances.....	31
21	Personal Loss.....	32
	Strikes and Lockouts.....	32
23	Termination of Employment.....	32
24	Employee Benefits.....	31
25	Severance Pay.....	31
26	Technological Change.....	31
27	Effects of Legislation.....	31
28	Contracting Out.....	31
29	Absence From Work Due to Weather Condition.....	31
30	Safety and Health.....	31
31	Amendment by Mutual Consent.....	31
32	Criminal or Legal Liability.....	31
33	Wages.....	31
34	Retroactivity.....	31
35	Crossing of Picket Lines During Strike.....	31
36	Sexual Harassment.....	31
37	Job Security.....	31
38	Portability.....	31
39	Duration.....	39
	Signing Page.....	40
	Memoandum of Understanding (Assignment of Hours).....	41
	Memoandum of Understanding (Temporary Assignment).....	42
	Memoandum of Understanding (Hours of Work).....	43
	Schedule "A" - Wages & Classifications Included In Bargaining Unit.....	4
	Schedule "B" - Number of Weeks of Pay In Lieu of Notice.....	5
	Schedule "C" - Classes Excluded from Bargaining Unit.....	5

ARTICLE 1 PREAMBLE

1:01 Purpose of Agreement

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 Conflict

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 Rights Retained

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

ARTICLE 3 DEFINITIONS

3:01 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 so requires.

3:02 Definitions

For the purpose of this Agreement:

- (a) "Association/Union" means the Newfoundland Association of Public Employees with headquarters in St. John's, Newfoundland.
- (b) "Bargaining unit" means the bargaining unit recognized in accordance with Article 4.
- (c) "Classification" means the identification of a position by reference to a class title and wage rate.
- (d) "Day" means a working day unless otherwise specified in this Agreement.
- (e) "Day of rest" means a day on which the employee is not ordinarily required to perform the duties of his/her position other than:
 - (i) the designated holiday;
 - (ii) the calendar day on which the employee is on leave of absence.

(f)	"Demotion"	means an action which causes the movement of an employee from his/her existing classification to a lower classification.
(g)	"Director of Education"	means the Chief Executive Officer of the Avalon West School Board or his designated representative.
(h)	"Employee" or employees"	means any person employed in a position which falls within the bargaining unit.
(i)	"Employer"	means the Avalon West School Board.
(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 but retaining all rights to recall.
(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 an 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)	"Part-time employee"	means a person who is regularly employed 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 week.
(r)	"Permanent employee"	means a person who has completed his/her probationary period and is employed on a full-time or part-time basis without reference to any specific date of termination of service.
(s)	"President of the Union"	means the Chief Executive Officer of the Newfoundland Association of Public Employees or the official authorized by him/her to act on his/her behalf.
(t)	"Probationary employee"	means a person who is employed on a full-time or part-time basis but who has worked less than the prescribed probationary period.

(u)	"Probationary period"	means a period of sixty-five (65) working days for all employees. It is agreed that the probationary period for part-time employees shall be equivalent to that of a full-time employee's working hours.
(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 giving a higher rate of pay.
(w)	"Reclassification"	means any change in the current classification of an existing position.
(x)	"Seasonal employee"	means an employee whose services are of a seasonal and recurring nature and includes employees who are subject to periodic reassignment to various positions because of the nature of their work.
(y)	"School Term"	means the period of time between the Ministerial officially announced school opening and closing dates.
(z)	"Seniority"	is defined as the length of continuous service with the Employer and shall date from the most recent date of hire with the Employer.
(aa)	"Service"	means any period of employment dating from the last entry into employment with the Employer in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year, unless otherwise specified in this Agreement.
(bb)	"Temporary employee"	means a person who is employed for a specific period or for the purpose of performing certain specified work and who may be laid off at the end of such period or on completion of such work and, subject to Clause 11:06, retains all rights to recall.
(cc)	"Travel status"	means absence of an employee from his/her headquarters on Employer's business with the prior approval of the Director of Education.
(dd)	"Transfer"	means the movement of an employee from one (1) position to another which does not result in a promotion or demotion.
(ee)	"Vacancy"	means any opening which the employer requires to be filled in a permanent, seasonal or temporary position which is expected to last in excess of nine (9) weeks' duration, and in respect of which there is no employee eligible for recall.
(ff)	"Week"	means the period from 0001 hours Monday to 2400 hours the following Sunday, inclusive.

The employer agrees to consult with the Union concerning Work-Term Placements on the Employer's premises, provided this does not reduce the normal hours of work of the bargaining

(c) Work Term Placements

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

(b) Work of Another Bargaining Unit

(vi) Members of the Bargaining Unit assume no responsibility for damages caused to the Employer's premises by such special groups.

(v) Employees of the bargaining unit in the school concerned shall have the first opportunity to perform such work.

(iv) Janitorial service for school rentals to groups outside normal working hours will not be considered in determining overtime under this agreement.

(iii) Charters that commence outside normal working hours will not be considered in determining overtime under this agreement.

(iii) Provided that regular employees have refused, special groups associated with the school shall have authority to engage the services of persons outside of the bargaining unit provided that it does not reduce the normal hours of work, or pay or other benefits of any employees.

(ii) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction or in emergencies when regular employees are not available.

(a) Work of the Bargaining Unit

4:02

The Employer agrees to advise the Union within thirty (30) days of receiving official notice from Government of any merger, amalgamation, consolidation or change of Employer.

(c) Advance Notice

Successor rights shall be determined by the Public Service Collective Bargaining Act.

(b) Successor Rights

The Employer recognizes the Union as the sole and exclusive bargaining agent for all classifications of employees as listed in Schedule "A" of this agreement, but excluding such classes as listed in Schedule "C".

(a) Bargaining Agent

4:01

ARTICLE 4 RECOGNITION

(gg) "Year" means the period extending from the first day of July in one year to the 30th day of June in the succeeding year.

(d) Work Study Programs and Government Grants

Notwithstanding the provisions of this Agreement, employees/persons who are participating in Work Study Programs or other sponsored projects/programs administered by the School Board and/or Human Resources Development Canada or its Provincial counterpart shall be exempt from the provisions of this Agreement. These persons will not cross a legal picket line of the bargaining unit. The Employer bears no obligation to obtain permission from the Union however the Employer will consult with the Union prior to proceeding with implementation of any such project/program. It is further agreed that the Employer will ensure that such projects/programs will not result in the layoff or a reduction in hours of work of any bargaining unit member. Any request to the Union from Human Resources Development Canada or the Provincial counterpart will be responded to by the Union in accordance with this Clause.

4:03 No Other Agreements

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

4:04 Employee Rights

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

4:05 Union Access

(a) Union Representation

(i) Employees shall have the right at any time to receive the assistance of a representative of their choice in the negotiation or administration of this Agreement or a grievance procedure within the ambit of the Collective Agreement insofar as it may relate to the employment relationship.

(ii) The Employer will permit reasonable access to such representatives or local officers but employees shall not neglect their duties or absent themselves from work without permission from the Director of Education. Such permission will not be unreasonably requested or denied. It shall be the Union's responsibility to ensure that all bargaining unit members are aware of their right to Union representation. This will not be the responsibility of the employer.

(b) Permission to Hold Meetings

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.

4:06 Bulletin Boards

The Employer shall provide sufficient space on existing general purpose bulletin boards for use of the Union.

4:07 Classification

(a) 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.

- (b) When an employee feels that he/she has been incorrectly classified, he/she may appeal their classification to the Director of Education for consideration by Classification and Pay Division of Treasury Board.

4:08 No Discrimination - Employer Shall Not Discriminate

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

ARTICLE 5 UNION SECURITY

5:01 Membership Requirements

All employees within the bargaining unit shall become and remain members of the Union as a condition of employment.

5:02 New Members

Any new employees within the scope of the bargaining unit shall, as a condition of employment, become members of the Union at the commencement of their employment. The Employer agrees to have new employees sign Union registration cards upon hiring. The Union will provide a sufficient supply of registration cards.

5:03 New Employee Information

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

- (i) duties and responsibilities;
- (ii) starting salary and classification;
- (iii) 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 Check-Off.

5:05 Interviewing Opportunity

The Union and the Employer jointly recognize the importance of acquainting new employees with the benefits, obligations and responsibilities of being an employee of the Employer and a member of the Union. In addition, both parties recognize the desirability of familiarizing employees with their responsibilities under this Agreement.

given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty minutes (30) during the first month of employment for the purposes of acquainting each new employee.

ARTICLE 6 CHECK-OFF UNION DUES

6:01 Check-Off

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 contribution of each;
- (b) the employee's full name and classification and Social Insurance Number;

Where otherwise and mutually agreed, Local fees may also be deducted

6:02 T-4 Slips

The Employer agrees that when issuing T-4 slips, the amount of membership dues paid by an employee to the Union during the applicable taxation year will be recorded on his/her T-4 statement.

6:03 Deductions to be Made

The Union shall inform the Employer of the authorized deductions to be made thirty (30) days prior to the date on which the first deductions are 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 Director of Education and the President of the Union and a copy shall be forwarded to the Local President.

ARTICLE 8 LABOUR MANAGEMENT

8:01 Committee

A Labour Management Committee shall be established consisting of three (3) representatives of the bargaining unit and one (1) representative of the Employer. The numbers may be increased or reduced by mutual agreement between the parties. The Employer shall be duly notified in writing as to the names of the Union representatives selected.

8:02 Function and Sub-Committee

(a) Function of Committee

The Committee shall concern itself with the following general matters:

- (i) promoting safety and sanitary practices;

- (ii) reviewing suggestions from either party on 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 possibly hazardous situations. This sub-Committee will consist of one (1) representative of the Union and One (1) representative of the Employer.

This Committee shall have the authority to suspend the practice in question or otherwise remedy the situation pending further investigation.

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.

8:03 **Meetings of Committee**

It is agreed that representatives of both the Employer and the Union will meet as required by the Occupational Health and Safety Act.

8:04 **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.

8:05 **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 ten (10) working days following the meeting.

8:06 **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 9 GRIEVANCE PROCEDURE

9:01 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 Shop Stewards to assist any employee in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

9:02 Shop Stewards

The Employer acknowledges the right of the Union to appoint or elect no more than ten (10) Shop Stewards.

9:03 Names of Shop Stewards

The Union shall notify the Employer in writing of the name of each Steward. Until such notification, the stewards named or elected will not be recognized by the Employer.

9:04 Processing of Grievances

Subject to Clause 9:05, Shop Stewards shall suffer no loss in pay for the time spent dealing with the Grievance Procedure as set out in this Article. A Shop Steward shall suffer no loss of pay for time spent at an arbitration hearing.

9:05 Permission to Leave Work

It is agreed that Shop Stewards will not absent themselves from their place of work for the purpose of processing grievances through the steps of the Grievance Procedure without having first obtained the permission of the supervisor of the Shop Steward concerned. Such permission will not be unreasonably withheld. Local executive and Shop Stewards, acting in their respective capacities, shall not suffer any loss of pay or benefits for time spent processing through Steps 1 or 2 of the Grievance Procedure.

9:06 Settling of Grievances

An earnest effort should be made to settle grievances fairly and promptly without slowdown or work stoppages in the following manner:

Step I

Either party shall submit the grievance to the Director of Education or the President of the Union, as the case may be, or their respective representative within five (5) working days of the date of the occurrence of the incident giving rise to the grievance. The recipient of the grievance shall reply within five (5) working days of the receipt of the grievance.

Step II

Failing settlement, either party may request a meeting within five (5) working days of a reply at Step I and within a further five (5) working days, a representative of the Employer or the Union, as the case may be, shall meet with the representative of the Union or the Employer, as the case may be, in an effort to resolve the grievance. If the grievance is not resolved at the meeting, the Director of Education or the President of the Union, as the case may be, shall reply to the grievance in writing within five (5) days of the meeting.

9:07 Replies In Writing

- (a) All grievances and replies thereto shall be submitted by registered mail, except in the case where a grievance is submitted in person and a dated receipt is received. The date of acceptance of the registered mail or the dated receipt, as applicable, will be the operative date for the purpose of this Agreement.
- (b) Unless the mandatory time limits in this Article are waived in writing by mutual consent, failure to meet same by the Union shall be fatal to the grievance. If the Employer fails to meet the mandatory time limits, without extension by mutual consent, the grievance shall be deemed to be upheld.

9:08 Policy Grievance

Where a dispute arises that does not give rise to a personal grievance, but involves a question of general application or interpretation of this Agreement, the Union or the Employer may submit the grievance. Step II of Article 9:06, the Grievance Procedure, shall apply.

9:09 Union or Employer May Institute Grievance

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

9:10 Facilities

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

9:11 Technical Objections to Grievances

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.

ARTICLE 10 ARBITRATION

10:01 Notification of Arbitration

Where a difference arises between the parties to or persons bound by this Agreement or on whose behalf it has been entered into and where that difference arises out of the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, either of the parties may, within fifteen (15) calendar days of receipt of the reply in Step II of the Grievance Procedure, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notice shall be in the form of a Notice of Intention to Arbitrate. Such notice shall contain the names of at least three (3) Arbitrators acceptable to serve as Chairperson to the party referring the matter to arbitration and the name and address of his/her nominee to the Board of Arbitration to be constituted. A copy of the completed Grievance form shall also be attached to the Notice of Intention to Arbitrate.

10:02 Failure to Appoint

- (a) If the party to whom notice is given under Clause 9:01 fails to appoint an Arbitrator within the period specified in Clause 9:01, the appropriate Minister of the Crown shall, on the request of either party, appoint an Arbitrator on behalf of the party who failed to make the appointment, and

- (b) The ~~two~~ (2) Arbitrators appointed by the parties under Clauses 9:01 and 9:02(a) fail to appoint a third Arbitrator, the appropriate Minister of the Crown shall, on the request of either party, appoint a third Arbitrator and ~~these three~~ (3) Arbitrators shall constitute the Arbitration Board. The Arbitrator appointed under ~~this paragraph~~ (b) shall be the Chairperson of the Arbitration Board.

10:03 Arbitration

The Board shall ~~determine~~ its own procedure, but shall give full opportunity to all parties to present evidence and make ~~representations~~. It shall hear and determine the difference or ~~allegation~~ and render a decision within sixty (60) calendar days from the date of the arbitration hearing.

10:04 Decision of the Board of Arbitration

The decision of the majority shall be the decision of the Board of Arbitration. Where there is no ~~majority~~ decision, the decision of the Chairperson shall be the decision of the Board of Arbitration. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties. The Board of Arbitration shall not have the power to change this Agreement or to ~~alter~~, modify or amend ~~any~~ of its provisions.

10:05 Disagreement on Decision

Should the parties disagree as to the meaning of the decision of the Board of Arbitration, either party may apply to the Chair of the Board of Arbitration to reconvene and clarify the decision, which the Board shall do within twenty (20) days.

10:06 Expenses of the Board of Arbitration

The party that loses the arbitration shall pay one hundred percent (100%) of the fees and expenses of the Board of Arbitration.

10:07 Witnesses

- (a) At any stage of the Grievance and Arbitration Procedure the parties shall have the assistance of any ~~employee(s)~~ concerned as ~~witnesses~~. The Employer shall receive written notice of ~~request~~ for time off for ~~any witness~~ who is required for such assistance at ~~least forty-eight (48) hours prior~~ to the day of the hearing.
- (b) Employees will not suffer ~~loss~~ of pay or benefits while acting as witnesses at an arbitration hearing dealing with a grievance.

10:08 Conflict of Interest

No person

- (a) who has any pecuniary interest in the matters referred to the Board of Arbitration; or
- (b) who is acting or has within a period of ~~twelve (12) months~~ preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties, or officer or paid employee of the Union

shall be appointed to act as single Arbitrator or Chairperson of the Board of Arbitration.

10:09 **Amending of Time Limits**

The mandatory time limits fixed in the Grievance and Arbitration Procedure shall only be extended in writing by mutual agreement between the parties.

10:10 **Single Arbitrator**

Notwithstanding any other provisions of this Article, the parties may mutually agree to the substitution of a single Arbitrator for a Board of Arbitration, in which event, the foregoing provisions of this Article shall apply equally to a single Arbitrator when reference is made to the Board of Arbitration.

10:11 **Expedited Arbitration**

Subject to the agreement of the Employer and the Union, expedited arbitration may be used after following the Grievance Procedure. Both parties retain access to the complete arbitration process as described in Article 9 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 a 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:
 - Issues;
 - applicable provisions of the Collective Agreement;
 - general principles of arbitration case law which are 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 decision(s) arising out of these arbitrations will not be considered for judicial review.
- (i) Where the parties mutually agree in writing, any step of the process may be altered, if deemed necessary.
- (ii)

- 11:01 (a) Probationary Period**
- The probationary *period* will be sixty-five(65) working days for all employees. It is agreed that the probationary period for part-time employees shall be equivalent to that of a full-time employee, **either** in working hours or days, whichever is appropriate. Probationary periods must be completed within a twenty-four month time period to m the last date of hire.
- (b) Discharge Procedure**
- Subject to Article 11:06, 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 reasons for discipline, discharge or suspension.
- 11:02 Unjust Suspension or Discharge**
- (a)** 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.
- (b)** 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.
- 11:03 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.
- 11:04 Adverse Report**
- 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.
- 11:05 Personal Files**
- (a)** There shall be one (1) official personal file which shall contain all adverse reports or disciplinary action, and this file shall be maintained in the Board office. An employee shall, at any reasonable time, be allowed to inspect his/her personal file, and shall be accompanied

by the representative of the Employer and may be accompanied by a representative of the Union if he/she so desires. One (1) copy of the records related to disciplinary matters and adverse reports will be made available to the employee concerned, upon request.

- (b) A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy.
- (c) 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 there has not been a recurrence of a similar incident during that period. The employee shall be responsible to see that any such document is removed.
- (d) An employee who feels that he/she has not been given a proper assessment shall have the right to grieve in accordance with Article 9. Performance evaluations shall not be considered an adverse report.
- (e) 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.

11:06 Probation for Newly Hired Employees

Newly hired employee(s) shall be on a probationary basis for a period in accordance with Article 11:01 and thereafter shall be entitled to all rights and benefits of this Agreement. Neither probationary employees nor the Union will have on their behalf access to the grievance and/or arbitration procedure where the probationary employee is terminated or discharged for reasons of unsuitability or incompetence as assessed by the Employer.

ARTICLE 12 SENIORITY

12:01 Seniority Defined

Seniority is defined as the length of continuous service with the Employer and shall date from the most recent date of hire by the Employer and may only be lost in accordance with the Loss of Seniority Article in this Collective Agreement provided that loss of seniority may be imposed by an Arbitrator in deliberations concerning discipline of an employee. Seniority shall operate on a bargaining unit wide basis. In calculating length of seniority, employees who work less than four (4) hours per day shall be credited with one half (1/2) day of seniority and those who work for (4) hours or more per day, they shall be credited with one (1) full day's seniority.

12:02 Seniority List

The Employer shall maintain a seniority list showing the following:

1. Employee name
2. Employee classification
3. Assigned school

- 4 Seniority
- 5 Employee's most recent date of hire
- 6 Equivalent months of seniority

An up-to-date seniority list as at the preceding December 31st shall be sent to the Union and delivered to each employee in March of each year.

12:03 **Loss of Seniority**

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

- (a) he/she is discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
- (b) he/she resigns or retires and is not rehired within five (5) calendar days;
- (c) he/she resigns in writing and does not withdraw the resignation within five (5) days;
- (d) he/she is absent from work in excess of three (3) working days without the approval of the Director of Education or without sufficient cause;
- (e) he/she fails to return to work within five (5) working days following a lay-off and after being notified by registered mail to do so, except when such failure is caused by sickness or other just cause. It shall be the responsibility of the employee to keep the Director of Education 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 Director of Education whether or not he/she will return to work.
- (9) he/she is laid off for a period longer than two (2) years.

12:04 **Employees on Workers' Compensation**

Employees on Workers' Compensation shall retain and accumulate seniority. Employees on Unpaid Sick Leave shall retain and accumulate seniority to a maximum of twenty-four (24) months.

ARTICLE 13 PROMOTIONS AND STAFF CHANGES

13:01 **Job Postings**

- (a) When a vacancy occurs or a new position is created either inside or outside the bargaining unit, the Employer shall post notice of the position in an accessible place 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 Secretary.
- (b) Without accepting any liability for the consequences of non-compliance, the Employer will endeavour to mail copies of job postings to employees on layoff status.

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, or if the employee is not satisfied with the job or duties, he/she shall be returned to his/her former position, wage or salary rate, if not redundant, and if redundant, then to a comparable position, wage or salary rate of his/her former position, without loss of seniority, if such a comparable position is available. Likewise, any other employee promoted or transferred because of the successful applicant's promotion shall be returned to his/her former position or to a comparable position, wage or salary rate, without loss of seniority, if such a comparable position is available.

13:05 Trial Period

Where individuals are suitable, qualified and able to do the job, seniority shall govern.

In filling a vacancy 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 will be selected on the following basis:

13:04 Role of Seniority in Promotions and Transfers

The Employer bears no obligation to combine an employee's current or normal schedule of hours with a percentage of hours, or an available or vacant position, in such a way as to leave a percentage of hours embodied in the available or vacant position unfilled.

(c)

Article.

(b) Where, in the Employer's opinion, a vacancy exists in the bargaining unit, and such position exceeds nine (9) continuous weeks, such position shall be posted in accordance with this

(b)

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

(a)

13:03 Procedure for Filling Vacancies

Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is available to male and female applicants".

(a) title of position:

(b) knowledge, experience and/or skills required;

(c) qualifications;

(d) wage or rate of remuneration;

(e) whether shift work is involved.

For vacancies or new positions inside the bargaining unit such notices shall contain the following information:

13:02 Information on Posting

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

13:07 Incapacitated Employee

An employee who has become incapacitated by illness, injury or age will be employed in other work he/she is able to perform, provided that a suitable position is available, and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority.

13:08 On-the-Job Training

The Employer recognizes the desirability of on-the-job training opportunities for employees and when, in the opinion of the Employer, such on-the-job training is necessary, the Employer will inaugurate a program that will provide such training opportunities. Employees participating in such training will maintain their present wage rate during such periods of training.

13:09 Pay During Upgrading

When an employee wishes to upgrade himself/herself through an Employer approved training course then, with the prior approval of the Employer, education leave may be awarded for such attendance. The duration of and rates of pay or bursary for such leave shall be in accordance with the terms and conditions established by the Employer.

13:10 Changes In Pay on Promotions

Changes in pay rates as a result of promotion shall be effective from the date of promotion as specified in the letter confirming appointment.

13:11 Permanent Employees in Temporary Positions

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

ARTICLE 14 LAYOFF AND RECALL

14:01 Role of Seniority In Lay-OHS

- (a) Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of seniority. Subject to clause 15:01 (c), a senior employee shall have the right to displace a junior employee provided that the employees being retained are suitable, qualified and able to perform the work required.
- (b) For the purpose of this Article, a reduction in hours of work shall be considered to activate the employee's right to bump in accordance with the procedure outlined above.

- (c) In the event of a lay-off of an employee such employee shall have the right to bump a less senior employee provided they are qualified and able to perform the work required, according to the following procedure:
- (i) Within seven (7) work days of notice of lay-off being given the employee shall indicate his/her desire to bump and the position to which he/she wishes to bump.
 - (ii) An employee being bumped by an employee under this clause shall within seventy-two (72) hours (three (3) working days) indicate his/her desire to bump and the position to which he/she wishes to bump.
 - (iii) An employee who is bumped under this Clause shall be entitled to the notice of lay-off remaining in the notice provided to the bumping employee notwithstanding Clause 14:02.
 - (iv) For the purpose of bumping, temporary/seasonal employees shall be less senior than any permanent employees.
- (d) The employee who is bumped from recall in accordance with this procedure shall be deemed not to have been recalled.
- (e) 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 Schedule B, attached. Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly. Employees who are re-employed with the Employer shall be required to pay back part of 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 of the Employer. The amount repaid will be based on the net amount received by the employee or the amount paid to a financial institution on behalf of an employee. 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 full-time or part-time basis without reference to any specified date of termination of service.

14:02 Advance Notice of Lay-Off

- (a) Except where legislation is more favourable to an employee, the Employer shall notify employees (excluding Temporary, Seasonal and Casual employees) who are to be laid off not less than twenty (20) working days prior to effective date of lay-off. If, through no fault of his/her own, 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) In the event of a layoff of employees, other than the normal school closure or in exceptional circumstances beyond the foreseeable control of the Employer, the Employer shall provide twenty (20) working days notice of layoff.
- (c) If the employee has not had the opportunity to work the days notice as provided for in this Article he/she shall be paid for the days for which work has not been made available.
- (d) Employees shall have the right to bump ten (10) days previous to the actual layoff date.

- 14:03 For the purpose of layoff, temporary employees shall be less senior than any permanent employee.
- 14:04 An employee may change his/her work location and/or his/her classification as a result of bumping or transfer. For the purpose of recall, the Employer will be required to recall the employee to his/her regular classification as if he/she were on layoff. This Clause shall not apply to bumping or transfers into positions and/or classifications in the District School Board Office. Bumping and transfer to the School Board Office shall not be subject to recall.
- 14:05 For work of a short term nature, employees on layoff status will be recalled by seniority provided those being recalled are qualified to do the required work.
- 14:06 Recall Procedure
- Employees shall be recalled in the order of seniority provided that those employees being recalled are suitable, qualified and able to perform the work required.

ARTICLE 15 HOURS OF WORK

- 15:01 (a) (i) The maximum regular hours of work for all employees covered under Schedule "A" of this agreement shall be forty (40) hours per week, eight (8) hours per day and, subject to Clause 15:01(a)(iii) below, shall be Monday to Friday.
- (ii) The intention of Clause 15:01(a)(i) is simply to establish the maximum regular hours of work possible on either a daily or weekly basis and forces no obligation upon the Board to automatically elevate current or future employees from their current or assigned hours of work to the maximum hours outlined above.
- (iii) In accordance with past practice and in consultation with the Union, the work week for maintenance employees only may be altered to allow for work on Saturday and Sunday.
- (b) Employees who have been assigned to work split shifts shall be entitled to combine the total number of hours worked by them per day into one complete shift during regular school closures at Christmas, Easter and summer closure. Employees must obtain their shift starting time during such periods from the District Office.
- 15:02 Rest Periods
- (a) All employees who work five (5) hours or more per day shall be entitled to a fifteen (15) minute rest period in the first half and in the second half of the shift.
- (b) Employees who work less than five (5) hours per day shall be entitled to one (1) twenty (20) minute rest period during the day.
- (c) Days off shall be allocated at the rate of two (2) consecutive days off. Subject to Clause 15:01(a)(iii), the days off for all employees shall be Saturday and Sunday.

- 15:03 **Definition of Overtime**
- (a) **Full Time Employees**
All time worked by a full time employee in excess of his/her regularly scheduled daily or weekly hours shall be considered overtime.
- (b) **Part-Time Employees**
All time worked by part-time employees in excess of equivalent full time hours on a daily or weekly basis for each classification shall be considered overtime
- (c) **Approval of Overtime**
All overtime is subject to the prior approval of the Director or his/her designated representative.
- 15:04 **Overtime Rates**
The overtime rate shall be pay or time off at the rate of time and one-half (1½).
- 15:05 **Meal Periods**
- (a) No employee shall be required to work more than five (5) consecutive straight time hours on a daily 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.
- 15:06 **Sharing of Overtime**
The employer agrees that, where practical, overtime shall be shared on an equitable basis among readily available qualified employees who normally perform the work on a regular basis.
- 15:07 **Call-back**
- (a) An employee who has left his/her place of work and is subsequently called back to work outside the normal working hours shall be paid a minimum of three (3) hours at the applicable overtime rate.
- (b) An employee who is called back to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the three-hour minimum, receives only the benefit of the three-hour minimum once. However, should the total time on both calls exceed the three-hour minimum, the employee will be compensated for the actual time worked at the applicable overtime rate.
- 15:08 **No Layoff to Compensate for Overtime**
An employee shall not be laid off during regular hours to equalize any overtime worked.
- 15:09 **Calculating of Overtime Rate**
An employee who is absent on approved time off during his/her scheduled work week

~~because of sickness, or other illness, Monday, 1991 shall, for the purpose of computing overtime pay, be considered as if he/she had worked during his/her regular hours during such absence.~~

15:10 Overtime on Employee's Day Off

~~An employee who works on his/her day off shall be paid at the normal overtime rate of time and one-half (1 ½) in either pay or time off.~~

15:11 No Pyramiding

~~There shall be no pyramiding of daily or weekly overtime or any combination of hours subject to overtime, premium or holiday pay for the purpose of calculating wages.~~

ARTICLE 16 HOLIDAYS

16:01 (a) All employees shall receive one (1) day of paid leave for each of the following:

- (a) New Year's Day
- (b) Good Friday
- (c) Commonwealth Day
- (d) Discovery Day
- (e) Memorial Day (Canada Day)
- (f) Orangeman's Day
- (g) Regatta Day (or Civic holiday)
- (h) Labour Day
- (i) Thanksgiving Day
- (j) Armistice Day
- (k) Christmas Day
- (l) Boxing Day
- (m) Two other days to be scheduled by the Employer

(b) All employees, save and except employees on layoff, shall be entitled to the above holidays with pay provided that the employee has worked the last scheduled day immediately prior to and the first scheduled day immediately after the holiday, unless absent due to approved paid leave. It is agreed that employees who work up to the beginning of the Christmas break and return after the break and employees who work up to the Easter break and return after the break shall be entitled to the following paid holidays:

- (i) New Year's Day
- (ii) Good Friday
- (iii) Christmas Day
- (iv) Boxing Day

16:02 (a) Pay for Work on a Designated Holiday

~~When an employee is required to work on a holiday, he/she shall be paid in addition to his/her holiday pay entitlement at the rate of one and one-half (1 ½) 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 ½) hours for each hour worked, at the request of the employee. The employee's decision to receive time off must be conveyed to the Director of Education within seventy-two (72) hours of working on the holiday.~~

(b) Compensation for Holidays Falling on Sunday or an Employee's Scheduled Day Off

If any of the above holidays fall on an employee's scheduled day off and is proclaimed as being observed on some other day, the employee shall observe the day proclaimed as a holiday for calculation of benefits.

(c) Holidays That Fall On School Days

Where schools are open on a designated holiday, the employee will be given equal time off at a time to be mutually agreed between the employee and the Director of Education.

(d) Holidays Falling During vacation Period

For each holiday observed during an employee's vacation, an additional day's vacation may be added to his/her vacation period, or another day to be taken at a later date, as mutually agreed.

(e) Statutory Holiday During Sick Leave

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

ARTICLE 17 ANNUAL LEAVE

17:01 Full-time employees shall receive an annual vacation with pay in accordance with years of employment as follows:

From one (1) to and eight (8) years at the rate of one and one quarter ($1\frac{1}{4}$) days per month of employment to a maximum of fifteen (15) days per year; after eight (8) years, at the rate of one and two-thirds ($1\frac{2}{3}$) days per month to a maximum of twenty (20) days per year; after sixteen (16) years, at the rate of two and one-twelfth ($2\frac{1}{12}$) days per month to a maximum of twenty-five days per year.

Employees who are normally laid off during the summer school closure may, if they so desire, receive their vacation pay on their bi-weekly pay cheque at the rate of two percent (2.0%) for each week of vacation entitlement.

Part-Time and Seasonal Employees

(a) Part-time and seasonal employees shall receive payment for vacation during the course of their employment on each regular pay cheque. Part-time and seasonal employees shall receive their vacation pay on their bi-weekly pay cheque at the rate of two percent (2.0%) for each week of vacation entitlement.

(b) For the purpose of this Article, an employee who is paid full salary or wages in respect of not less than one-half ($\frac{1}{2}$) of the days in the first or last calendar month of his/her service shall in each case be deemed to have had a month of service.

17:02 Vacation pay shall be at the employee's rate of pay which was effective immediately prior to the commencement of the vacation period. However, should any salary increase become effective during the employee's vacation period, he/she shall receive the benefit of such increase from the effective date.

- 17:03 If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time to be mutually agreed.
- 17:04 (a) **Vacation Pay on Termination or Retirement**
- An employee terminating his/her employment at any time in his/her vacation year, before he/she has had his/her vacation, shall be entitled to an equivalent payment of salary or wages in lieu of such vacation at termination, provided that the employee gives proper notice of termination. In the event that proper notification of termination is not given, payment will be made at the earliest possible date but in any event, not later than the second pay day following the date of termination.
- (b) **Period of Notice**
- Employees shall give the Employer ten (10) days notice of intention to terminate their employment. The period of notice may be reduced or eliminated by mutual consent. Vacation leave shall not be used as any of the period of notice referred to in this Article.
- 17:05 **Selection of Vacation Dates**
- The Employer in consultation with the employees in the Department shall determine the method of selecting vacation dates. In the event that majority agreement cannot be reached, preference in vacation dates shall be determined according to seniority of the employees within the Department. The Employer will schedule vacation periods according to the operational requirements of the School Board.
- 17:06 **Posting of Vacation Schedule**
- (a) Vacation schedule shall be posted by May 1st of each year and cannot be changed unless mutually agreed upon by the employee and the Employer as determined by the Employer. Vacation shall commence immediately following an employee's days off. Vacation entitlements are to be accessed by employees, for purposes of vacation, prior to requesting unpaid leave for purposes of extending vacation periods.
- (b) Notwithstanding the above, an employee shall be permitted to take their annual leave between the ministerial/officially announced school closing and opening dates.
- 17:07 **Carrying Forward Vacation**
- An employee may carry forward to another year not more than his/her annual entitlement to a maximum of five (5) weeks vacation.
- 17:08 **Overtime Vacation Rate**
- Subject to the extraordinary operational requirements of the School Board, every reasonable effort will be made 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 15:04. Such hours worked while on vacation shall not be deducted from the employee's vacation credit.

17:09 Substitution for Vacation

- (a) An employee who becomes ill while on annual leave may change the status of his leave to sick leave effective the date of notification to the Director of Education or his designate provided that the employee submits a medical certificate acceptable to the Director of Education:
 - (i) by the date the employee's approved annual leave expires; or
 - (ii) where the period of illness is to extend beyond the expiration of the approved annual leave period at such intervals as the Director of Education may require.
- (b) In the case of an employee who is admitted to hospital while on annual leave, he may change the status of his leave to sick leave with effect from the date he was admitted to hospital.
- (c) An employee who while on vacation qualifies for bereavement leave shall have the appropriate number of days added to his/her vacation leave, to be taken at a time to be mutually agreed.
- (d) The period of vacation so displaced in Clause 17:09(a) and (b) shall be reinstated for use at a later date to be mutually agreed.

17:10 Accumulation of Vacation Leave While on Sick Leave, etc.

Except in the case of extended illness immediately prior to the usual retirement period, an employee shall be eligible to accumulate vacation credit(s) while on sick leave or any other paid leave or while on Workers' Compensation.

17:11 Full-time employees who are subject to annual layoff and who are not seasonal employees shall, upon hiring or upon recall from annual layoff, indicate in writing one of the following methods of payment of annual vacation entitlement:

- (a) payment of their entitlement with the final pay cheque after annual layoff;
- OR
- (b) payment of their estimated entitlement to be made in 12 bi-monthly instalments with the actual entitlement calculated end of the fiscal year by cheque just prior to the end of the year.

ARTICLE 18 SICK LEAVE

18:01 Definition of Sick Leave

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

18:02 Paid Sick Leave

- (a) An employee is eligible to accumulate sick leave with pay at the rate of two (2) days for each month of service from the date of the employee's hire to the date of termination.
- (b) The maximum number of days of sick leave which may be awarded to an employee during any consecutive 20 year period of service shall not exceed three hundred and twenty (320) days.

- 18:03** **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 ($\frac{1}{2}$) day shall not be deducted. Absence for one-half ($\frac{1}{2}$) day or more and less than a full day shall be deducted as one-half ($\frac{1}{2}$) day.
- 18:04** **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 of less than twenty-four (24) 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 accumulated credit, if any, existing at the time of such layoff.
- 18:05** **Sick Leave Records**
- In March 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 sick leave taken by him/her up to and including the previous thirty-first (31st) day of December. These records shall only be given to the employee concerned; not all employees.
- 18:06** **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.
- 18:07** **Sick Leave During Special Leave Without Pay**
- An employee on special leave without pay in excess of twenty (20) days in total in the calendar year, shall not accumulate sick leave during such period of special leave without pay.
- 18:08** **Sick Leave Credits for the First and Last Month of Employment**
- For the purpose of this Article, an employee who received 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.
- 18:09** **Extension of Sick Leave**
- (a) Provided the Employer is holding sufficient assets for the employee to recover the advance, an employee with more than five (5) years of service who has exhausted his/her sick leave credits may be allowed an extension of his/her sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon his/her return to duty from his/her normal monthly accumulation.
- (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, 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 as required by the Director of Education.

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

19:04

{
{
{
{
{
{

19:03

{
{
{
{
{
{

19:02

{
{
{
{
{
{

19:01

ARTICLE 19

Before receiving sick leave with full pay an employee shall be required to produce a medical certificate for an illness in excess of three (3) consecutive working days or six (6) working days in the aggregate. In cases of suspected abuse shown by an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of illness.

Proof of Illness

18:11

If it appears in the opinion of a medical doctor, that it is unlikely that the employee will be able to return to duty after the expiration of his/her accumulated sick leave, the employee may be paid such pension award as he/she may be eligible to receive.

Disability Retirement

18:10

Where it appears unlikely that an employee will be able to return to duty after the expiration of his/her accumulated sick leave or any other benefit, he/she may be required to undergo a medical examination and such examination shall be performed by a doctor of the employee's choosing. If it appears, upon examination that, in the opinion of the medical doctor it is unlikely that the employee will be unable to return to duty within the foreseeable future, then the employee may be retired effective when his/her accumulated sick leave or other benefits has expired, or at retirement age whichever comes first and paid such pension award as he/she may be eligible to receive, if any.

(c)

- (a) (i) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, or near relative living in the same household, three (3) consecutive days at the time of the bereavement.
- (ii) In the case of his/her son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) day at the time of the bereavement.
- (b) Where extensive travel is involved or where extraordinary circumstances prevail, the Employee may be granted two (2) additional days, subject to the approval of the Director of Education.
- (c) In the case of the death of an employee's aunt or uncle, an employee shall be eligible for one (1) day bereavement leave where the employee attends the funeral.
- (d) Additional leave may be granted in the event of the death of an employee's spouse or dependent child.
- (e) The days of the 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 base rate. Prior authority for such leave must be obtained from the Employer.

19:05 Paid Special Leave

Special leave with pay, not exceeding three (3) days, may be granted in special circumstances for reasons other than those referred to in Clause 19:04.

19:06 Maternity Leave / Adoption / Parental Leave

- (a) (i) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
- (ii) An employee is entitled to a maximum of ~~fifty-two~~ (52) weeks leave under this Clause. However, the Employer may grant special 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 the Director of Education two (2) weeks notice of his/her intention to do so.
- (ii) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- (c) (i) Periods of leave up to thirty-three (33) weeks shall count for annual leave, sick leave, severance pay and step progression.
- (ii) Periods of leave up to ~~fifty-two~~ (52) weeks shall count for seniority purposes.
- (iii) 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.
- (f) An employee returning from maternity leave may be exempt from standby and callback until the child is one (1) year old provided that other qualified employees in her work area are available.
- (g) Maternity/adoption leave shall be defined as a period where an employee can demonstrate he/she was on leave related to the birth of a child or the adoption of a child, and such employee returned to work within a maximum of twelve (12) months.

19:07 General Leave

(a) **General Leave**

Subject to operational requirements and availability of qualified replacement staff, where required, the Employer agrees to grant, upon request, a maximum of one (1) month of unpaid leave while granting service credits for seniority purposes, provided that the employee would not have been laid off during the period of unpaid leave. Leave under this Article shall be taken only once in a school year. The minimum leave under this Clause shall be three (3) days. The maximum leave under this Clause shall be one (1) month.

(b) **Extended Unpaid Leave**

Upon written request a permanent employee who has completed two (2) years of service may 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 may be entitled 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 the bargaining unit.

19:08 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 a Juror or witness in any Court. Any remuneration the employee receives from the Courts will be over and above his/her pay and benefits from the Employer. The employee shall present proof that he/she was required to be present at a jury selection or as a juror or witness.

19:09 Education Leave

- (a) An employee who is upgrading his/her employment qualifications through an Employer approved upgrading course, approved on an individual basis by the employer, shall be entitled to leave of absence without loss of pay or benefits to write examinations required by such course.

- (b) Subject to operational requirements and availability of qualified replacement staff, an employee may be granted unpaid education leave of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority.

19:10 **Family Leave**

- (a) Subject to Clause 19:10 (b), (c) and (d) an employee who is required to:
- (i) attend to the temporary care of a sick family member living in the same household and the employee's mother and father;
 - (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; shall be awarded up to three (3) days paid family leave in any fiscal 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 19:10(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 leave or sick leave.
- (d) A temporary employee shall only be granted family leave if he/she reports to work following a recall and subsequently qualifies for family leave during that period for which he/she was recalled.

ARTICLE 20 PAYMENT OF WAGES AND ALLOWANCES

20:01 **Availability of Pay Cheques**

It is agreed that the Employer shall continue to pay salaries every two (2) weeks. 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 payroll deductions.

20:02	Pay on Temporary Assignment	<p>(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.</p> <p>(b) When the employee returns to his/her position from a temporary assignment, he/she will be returned to his/her former wage rate with any adjustments made for wage rate increases in the interim.</p> <p>(c) Transfers within the bargaining unit shall be on the basis of seniority where ability and qualifications are equal.</p> <p>(d) If mutually agreed and understood that the Employer retains the right to transfer seasonal workers.</p>
20:03	Pay on Temporary Transfer, Lower Rated Job	<p>Where an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.</p>
20:04	Vacation Pay	<p>An employee with more than one (1) year of service or an employee who has earned at least two weeks' vacation, upon giving at least two (2) 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 cheques(s) which may fall due during his/her vacation period.</p>
20:05	Transportation	<p>(a) When, in the course of his/her duty, an employee is required by the Director of Education to travel on the Employer's business, transportation shall be provided by the Employer or with the approval of the Director of Education, he/she may be required to use his/her own vehicle and be reimbursed at the prevailing Provincial Government rate per kilometer.</p> <p>(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.</p> <p>(c) Seasonal employees shall not be considered travelling on Employer's business while travelling in their vehicle to and from their home and their place of work. Where an employee is required to leave the job-site in his/her vehicle during the course of their duty to perform errands or deliver supplies, he/she shall be reimbursed at the appropriate rate per kilometer for all distance travelled.</p>
20:06	(a)	<p>Where an employee is sent outside the Avalon West School District on Board business he/she will be reimbursed for meals and accommodation in accordance with the prevailing Government of Newfoundland and Labrador General Service rates. Receipts must be presented with the claim under this Article in order to qualify for reimbursement.</p>
(b)	<p>Notwithstanding the above, the Delivery Clerk and Store Clerk, when scheduled to travel during normal meal periods will be eligible for reimbursement of meals and such reimbursement will be according to Government rate as provided in the General Service Collective Agreement.</p>	

To be paid at prevailing Provincial Government rates which are currently as follows:

Travel rate = 25 cents (\$0.25) per kilometer

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

ARTICLE 21 PERSONAL LOSS

- 21:01 Subject to Clauses 21:02 and 21:03, 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 wrongdoing or negligence, the Employer may compensate the employee for the loss suffered, subject to a maximum of three hundred dollars (\$300) per claim.
- 21:02 All incidents of loss suffered by an employee shall be reported in writing by the employee within two (2) days of the incident to the Director of Education or his/her designated representative.
- 21:03 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 22 STRIKES AND LOCKOUTS

- 22:01 During the life of this Agreement there shall be no lockout by the Employer or any strike, stoppage or suspension of work, complete or partial, for any reason by the employees.

ARTICLE 23 TERMINATION OF EMPLOYMENT

- 23:01 Employees shall give the Employer fifteen (15) working days' notice of their intention to terminate their employment.
- 23:02 Annual leave shall not be used as any part of the period of the stipulated notice referred to in this Article unless mutually agreed between the employee and Employer.
- 23:03 The period of notice may be reduced or eliminated by mutual agreement between the employee and Employer.
- 23:04 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 24 EMPLOYEE BENEFITS

24.01 Group Insurance

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

- (i) While an employee, who is eligible to be in the Plan, is in receipt of wages from the Employer, the Employer will pay fifty percent (50%) of the premium and the employee will pay fifty percent (50%) of the premium.
- (ii) The employee shall have the option to maintain coverage by paying full premiums during periods of layoff, leave, maternity leave, or Workers' Compensation up to a maximum period of twenty-four (24) months.
- (iii) Group Insurance premiums shall be pro-rated over a ten-month period and collected in advance of summer layoff.

24.02 Pension for Employee.

The Employer agrees that a Pension Plan will be made available to all employees who qualify under the Plan. The cost of the plan premiums shall be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee.

24.03 Workers' Compensation

- (a) All employees shall be covered by the Workers' Compensation Act.
- (b) An employee who cannot work in his/her regular position on account of an occupational accident or occupational disease that is governed by the Workers' Compensation Act, but who is qualified and able to work in another available position in the bargaining unit, will be encouraged by the Employer and the Union to accept such other available position.
- (c) The employee shall provide to the Employer all information pertaining to his/her compensable injury.
- (d) It is understood and agreed by the parties to this Collective Agreement that an employee retains and continues to accumulate sick leave credits while off work on Workers' Compensation Benefits.
- (e) It is understood and agreed by the parties to this Collective Agreement that the employee retains and continues to accumulate annual vacation credits and shall have the right to carry forward up to a maximum of one-year's vacation entitlement.

ARTICLE 25 SEVERANCE PAY

25.01 An employee who has nine (9) or more years of continuous service in the employ of the Employer, is entitled to be paid on resignation, retirement, termination by reason of disability, expiry of recall rights, or in the event of death to the employee's 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 twenty (20) weeks pay.

employment with the Employer provided that where a break in employment exceeds twenty-four (24) consecutive months, service shall commence from the date of re-employment.

- 25:03 An employee who has resigned or retired may be re-employed if he/she has been out of the employ of the Employer for a period which is not less than the number of weeks for which he/she has received severance pay pursuant to Clause 25:01 above or is he/she refunds the appropriate proportionate part of such severance pay.
- 25:04 The maximum severance pay which an employee shall be paid for his/her total period of employment in the employ of the Employer shall not exceed the number of weeks as specified in Clause 25:01.
- 25:05 For the purpose of this Article, periods of authorized leave without pay shall not be regarded as breaks in continuous service, but the period of leave without pay shall not be counted as service when determining the total amount of service of an employee.
- 25:06 Time while employees are on strike shall not be considered a break in service.

ARTICLE 26 TECHNOLOGICAL CHANGE

- 26:01 **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.
- 26:02 **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 Employer's notification to the Union.
- 26:03 **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 rate of the employee during this training period.
- 26:04 **Employee Elects Not to Train**
- Where an affected employee elects not to avail of training as provided for under Clause 26:03, the School Board agrees that, where possible, the effect on the employee of changes contemplated by Clause 26:01 will be minimized by transfer or re-assignment within the employ of the School Board.
- 26:05 **No New Employees**
- No new employee(s) will be hired by the Board to replace any employee(s) affected 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 Article 26:03.

ARTICLE 27	EFFECTS OF LEGISLATION	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 regulations 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 reopen the pertinent parts of the Agreement so that the portions thus invalidated may be amended as required by law.
ARTICLE 28	CONTRACTING OUT	Work normally done by employees within the bargaining unit shall not be contracted out in such a manner as to cause lay-off or prevent recall of employees who are qualified and able to perform the required tasks and on lay-off, or loss of benefits or work of employees within the Bargaining Unit.	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.
28:03	Where the Board undertakes capital projects on existing Board premises or for new premises which are funded by the Provincial Government to the extent of \$15,000.00 or more per project/job as tendered by the Board, the Board may go to public tender and award the contract for such projects to Corporations not in the bargaining unit.		
29:01	Adverse Weather Conditions	(a) When because of adverse weather conditions the decision to relieve bargaining unit employees originates at the District Board Office, such employees will receive pay accordingly. (b) 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 daily shift. (c) Employees who continue to work after permission has been granted according to Clause 29:01 (a) will receive straight time pay for completion of normal daily shift time. (d) 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 30 SAFETY AND HEALTH

30:01 Safely Clothing

Mr. Jack Griffiths, Mr. James Wall and Mr. Leonard Brown shall be supplied safely footwear to be replaced by the Employer as required, but not less than once each year.

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 CRIMINAL OR LEGAL LIABILITY

32:01 The Employer shall defend, negotiate or settle civil and/or criminal claims, suits, 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 33 WAGES

33:01 The wage scales set out in Schedule "A" will become effective from the dates prescribed in this schedule and will only be paid upon receipt of such funds from the Department of Education and/or Treasury Board.

ARTICLE 34 RETROACTIVITY

34:01 The wages and classifications in this agreement will become effective as per Schedule "A".

ARTICLE 35 CROSSING OF PICKET LINES DURING STRIKE

35:01 An employee covered by this Agreement shall have the right to refuse to cross a legal picket line at the premises of another Employer. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

ARTICLE 36 SEXUAL HARASSMENT

36:01 Sexual Harassment

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.

36:02 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 despatch. 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

36:03 Definition of Sexual Harassment

Sexual harassment is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one (1) time basis or a series of incidents, however minor. It is unsolicited, one-sided and/or coercive. Both males and females may be the victim of sexual harassment

36:04 Employees who are determined to be not guilty following an investigation or in a Court of Law shall be reimbursed for any loss of salary expenses incurred and benefits lost including seniority, etc.

ARTICLE 37 JOB SECURITY

37:01 In the event that the employing School Board is to be placed under the jurisdiction of some other Employer, e.g., Department of Education, another School Board or a new Board, it is agreed that Section 89, Successor Rights Section of the Labour Relations Act, 1977, as amended in Chapter 60 of 1983, will have full application.

ARTICLE 38 PORTABILITY

38:01 Unless the agreements have greater benefits, the following shall apply: Employees who are accepted for employment with another or the 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 39 DURATION

39:01 Term of Agreement

Except as otherwise provided in this Agreement, this Agreement shall be in effect from the date of signing, and shall remain in full force and effect until June 30, 2001.

39:02 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.

SIGNED ON BEHALF OF THE AVALON WEST SCHOOL BOARD in the presence of the witness hereto subscribing:

J. Power
Witness

Brendan White
Brendan White – Chairperson

Dr. David Rideout
Dr. David Rideout – Director of Education

Eric C. Snow
Eric C. Snow – Assistant Director

James Doody
James Doody – Comptroller

Gerry Curnew
Gerry Curnew – Chief Negotiator

SIGNED ON BEHALF OF TREASURY BOARD, GOVERNMENT OF NEWFOUNDLAND AND LABRADOR

Sarah Thistle
Witness

Anna Thistle
Anna Thistle - President of Treasury Board

SIGNED ON BEHALF OF THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES in the presence of the witness hereto subscribing

Mary Tucker
Witness

Austin Ben

Ed Hogan
Ed Hogan

Sandra Mercer
Sandra Mercer

Flo Chesney
Flo Chesney

David Murphy
David Murphy

Patricia Hickey
Patricia Hickey

Sarah Drover
Sarah Drover

Margaret D. Mugford
Margaret Mugford

MEMORANDUM OF UNDERSTANDING

ASSIGNMENT OF HOURS

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

The Employer retains the right to determine positions and allocate hours. The Employer will permit the combination of positions in two (2) locations / schools where, in the Employer's opinion, it is practical and feasible.

~

MEMORANDUM OF UNDERSTANDING

TEMPORARY ASSIGNMENT

For work of a short-term nature, the Employer retains the right to temporarily re-assign permanent employees within the same classification and within the same school.

For the purpose of this memorandum only, the classification of Janitor and Caretaker will be considered one occupation; the classification of School Secretary, another occupation.

MEMORANDUM OF UNDERSTANDING

Article 15 - Hours of Work

It is not the Employer's intention to use this Clause 15:01(a)(iii) to create normal shifts on Saturday and Sunday.

The Union agrees that the present arrangements at Ascension Collegiate High School in Bay Roberts, which includes weekend shifts, will be continued.

Pay Equity

Pay Equity hourly rate adjustments under this Collective Agreement will be effective January 1, 1998. The pay equity hourly rate adjustment will be the October 1, 1996 hourly rate adjustment provided for G.S. classes. There will be no retroactive adjustment beyond the January 1, 1998 date. Pay equity hourly rate adjustments will be based upon the adjustment provided to the G.S. classifications to which the School Board classification has been equated.

Salary Increases

The following increases shall be added to the October 1, 1990 General Service (GS) salary scales (hourly rates) and shall heretofore be called SB salary scales.

January 1, 1998 - increase all rates by 2%

June 1, 1999 - Increase all rates by 2%

June 1, 2000 - increase all rates by 2%

February 1, 2001 - Increase all rates by 1%

Step Progression

New employees shall advance one Step on their respective salary scales after the completion of each twelve (12) month of equivalent full time hours as per their classification, and (hereafter from year to year for each additional twelve (12) months or equivalent hours of service accumulated.

Red Circled Permanent Employees

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

Classification System

Effective date of signing, employees under this collective agreement will be covered by the provincial government's classification system which is administered by Treasury Board. Classification levels shall be as listed in the attached Schedule A. The School Board shall have Treasury Board review and classify all new bargaining unit positions created after the date of signing of this agreement.

Individual employees shall be implemented onto salary scales in accordance with the classification level assigned to their positions.

Schedule "A"

Avalon West School Board Job Title	Treasury Board Classification Title	New School Board Level
Maintenance Foreperson	Maintenance Repairer II	SB22
Maintenance Repairman	Maintenance Repairer I	SB18
Caretaker Foreperson	Maintenance Repairer I	SB18
Janitor	Utility Worker II	SB17
Caretaker	Utility Worker II	SB17
Office Receptionist	Word Processing Equipment Operator I	SB18
Receptionist/Secretary	Word Processing Equipment Operator I	SB18
School Secretary	Word Processing Equipment Operator I	SB18
Stores Clerk	Clerk Typist III	SB20
Accounting Clerk	Accounting Clerk I	SB19
Accounts Payable Clerk	Accounting Clerk I	SB19
Purchasing/Budgets Clerk	Accounting Clerk I	SB19
Payroll Clerk	Payroll Clerk II	SB24

	STEP 1	STEP 2	STEP 3
SE-08	9.96	10.26	10.59
SE-09	10.04	10.36	10.67
SB-10	10.10	10.43	10.76
SB-11	10.17	10.51	10.84
SB-12	10.25	10.60	10.93
SB-13	10.36	10.71	11.06
SB-14	10.47	10.82	11.18
SE-15	10.58	10.95	11.32
SE-16	10.72	11.11	11.50
SB-17	10.89	11.29	11.70
SB-18	11.02	11.44	11.86
SB-19	11.23	11.67	12.14
SB-20	11.48	11.94	12.42
SB-21	11.65	12.18	12.68
SE-22	11.88	12.45	12.99
SB-23	12.13	12.70	13.29
SB-24	12.56	13.21	13.84
SB-25	13.02	13.70	14.38
SE-26	13.50	14.22	14.93
SB-27	13.98	14.73	15.47
SB-28	14.47	15.27	16.07
SE-29	14.87	15.70	16.50
SB-30	15.28	16.13	16.96
SE-31	15.84	16.73	17.62
SE-32	16.35	17.27	18.19
SE-33	16.87	17.82	18.79
SE-34	17.45	18.45	19.45
SE-35	18.11	19.15	20.19
SB-36	18.78	19.87	20.96
SB-37	19.47	20.60	21.73
SE-38	20.17	21.33	22.49
SE-39	20.83	22.06	23.32
SB-40	21.51	22.79	24.07

Schedule "A"

EFFECTIVE JUNE 1, 1999

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
SB-08	10.16	10.47	10.80
SB 09	10.24	10.57	10.88
SB 10	10.30	10.64	10.98
SB 11	10.37	10.72	11.06
SB 12	10.46	10.81	11.15
SB 13	10.57	10.92	11.28
SB 14	10.68	11.04	11.40
SB 15	10.79	11.17	11.55
SB 16	10.93	11.33	11.73
SB 17	11.11	11.52	11.93
SB 18	11.24	11.67	12.10
SB 19	11.45	11.90	12.38
SB 20	11.71	12.18	12.67
SB 21	11.88	12.42	12.93
SB 22	12.12	12.70	13.25
SB 23	12.37	12.95	13.56
SB 24	12.81	13.47	14.12
SB 25	13.28	13.97	14.67
SB 26	13.77	14.50	15.23
SB 27	14.26	15.02	15.78
SB 28	14.76	15.58	16.39
SB 29	15.17	16.01	16.83
SB 30	15.59	16.45	17.30
SB 31	16.16	17.06	17.97
SB 32	16.68	17.62	18.55
SB 33	17.21	18.18	19.17
SB 34	17.80	18.82	19.84
SB 35	18.47	19.53	20.59
SB 36	19.16	20.27	21.38
SB 37	19.86	21.01	22.16
SB 38	20.57	21.76	22.94
SB 39	21.25	22.50	23.79
SB 40	21.94	23.25	24.55

Schedule "A"

EFFECTIVE JUNE 1, 2000

	STEP 1	STEP 2	STEP 3
SB 08	10.36	10.68	11.02
SB 09	10.44	10.78	11.10
SB 10	10.51	10.85	11.20
SB 11	10.58	10.93	11.28
SB 12	10.67	11.03	11.37
SB 13	10.78	11.14	11.51
SB 14	10.89	11.26	11.63
SB 15	11.01	11.39	11.78
SB 16	11.15	11.56	11.96
SB 17	11.33	11.75	12.17
SB 18	11.46	11.90	12.34
SB 19	11.68	12.14	12.63
SB 20	11.94	12.42	12.92
SB 21	12.12	12.67	13.19
SB 22	12.36	12.95	13.52
SB 23	12.62	13.21	13.83
SB 24	13.07	13.74	14.40
SB 25	13.55	14.25	14.96
SB 26	14.05	14.79	15.53
SB 27	14.55	15.32	16.10
SB 28	15.06	15.89	16.72
SB 29	15.47	16.33	17.17
SB 30	15.90	16.78	17.65
SB 31	16.48	17.40	18.33
SB 32	17.01	17.97	18.92
SB 33	17.55	18.54	19.55
SB 34	18.16	19.20	20.24
SB 35	18.84	19.92	21.00
SB 36	19.54	20.68	21.81
SB 37	20.26	21.43	22.60
SB 38	20.98	22.20	23.40
SB 39	21.68	22.95	24.27
SB 40	22.38	23.72	25.04

Schedule "A"

EFFECTIVE FEBRUARY 1, 2001

STEP 1 STEP 2 STEP 3

SE 08	10.46	10.79	11.13
SB 09	10.54	10.89	11.21
SB 10	10.62	10.96	11.31
SE 11	10.69	11.04	11.39
SO 12	10.78	11.14	11.48
SB 13	10.89	11.25	11.63
SB 14	11.00	11.37	11.75
SE 15	11.12	11.50	11.90
SE 16	11.26	11.68	12.08
SE 17	11.44	11.87	12.29
SE 18	11.57	12.02	12.46
SB 19	11.80	12.26	12.76
SB 20	12.06	12.54	13.05
SB 21	12.24	12.80	13.32
SB 22	12.48	13.08	13.66
SE 23	12.75	13.34	13.97
SB 24	13.20	13.88	14.54
SB 25	13.69	14.39	15.11
SB 26	14.19	14.94	15.69
SE 27	14.70	15.47	16.26
SE 28	15.21	16.05	16.89
SB 29	15.62	16.49	17.34
SE 30	16.06	16.95	17.83
SE 31	16.64	17.57	18.51
SB 32	17.18	18.15	19.11
SB 33	17.73	18.73	19.75
SE 34	18.34	19.39	20.44
SB 35	19.03	20.12	21.21
SB 36	19.74	20.89	22.03
SE 37	20.46	21.64	22.88
SE 38	21.19	22.42	23.63
SB 39	21.90	23.18	24.51
SE 40	22.60	23.96	25.29

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 "C"

CLASSES OF EMPLOYEES EXCLUDED FROM THE BARGAINING UNIT

Administrative Assistants
Assistant Directors of Education
Comptroller
Computer Technicians
Confidential Secretaries
Contractual Employees
Director of Education
Executive Assistants
Human Resource Administrators
Purchasing/Budgeting/Auditing Officers
Student Assistants
Supervisors of Information Technology
Supervisor of Operations and Maintenance
Supervisor of Pupil Transportation
Teachers
Work Term Students
Other employees above the rank of Non-Working Forepersons
Employees governed by other collective agreements